



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, March 22, 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 Valley Middle School – Skate Park *(Students will be present to give the Board ideas regarding placement of the skate park.)*
2. Ken Marchetti – Bond Underwriter Proposals

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 March 8, 2016
2. Ordinance 08-2016 An Ordinance Of The Town Of Eagle, Colorado, Approving A Subdivision Within The Town Of Eagle To Be Known As The Brush Creek Village Townhomes, Phase 9; And Approving A Site Specific Development Plan Establishing Vested Property Rights Pursuant To Article 68 Of Title 24, C.R.S., And Chapter 4.17 Of The Eagle Municipal Code.
3. Ordinance 10-2016 An Ordinance of the Town of Eagle, Colorado Approving Second Amended PUD Guide Dated January 6, 2016 for Arts Court Minor Planned Unit Development

DISCUSSION, DECISIONS OR DIRECTION REQUESTED

1. SourceGas Temporary Construction Easement *(Kevin Sharkey)*
2. Ordinance 09-2016 An Ordinance Of The Town Of Eagle, Colorado, Amending Chapter 5.16 Of The Eagle Municipal Code Imposing An Occupation Tax On The Provision Of Retail Marijuana, And

Retail Marijuana Products <i>(Staff was directed to meet with Sweat Leaf to address their ongoing concerns regarding the \$5 excise tax on all sales. The proposed Ordinance provides for alternatives as a proposed resolution to those concerns which are to be decided upon by the Board.)</i>
3. Ordinance 07-2016 An Ordinance Of The Town Of Eagle, Colorado Amending Certain Provisions Contained In Chapter 8.12 Of The Eagle Municipal Code Concerning Animal Control. <i>(Previously presented at January 26, 2016 Meeting, but has since been rewritten to address concerns raised by Judge Buck Allen, Town Board and Staff)</i>
4. Resolution 16, 2016 A Resolution Of The Board Of Trustees Town Of Eagle, Colorado Approving A First Amendment To Agreement Concerning Refuse Collection And Disposal Services And Curbside Recycling Services - Vail Honeywagon Contract Extension <i>(Waste Services Committee recommendations and administrative improvements have been added to the contract. Contract will go through March 31, 2019.)</i>
5. Eagle Recreation Committee Appointments <i>(Staff requests the committee be appointed as proposed and allow for committee to determine size, meeting frequency and dates.)</i>

<u>LAND USE</u>	
1. 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>Applicant requests continuance to the April 12, 2016 Town Board Meeting</i>
2. 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>Applicant requests continuance to the April 12, 2016 Town Board Meeting</i>
3. Project:	Revisions to Section 4.03.040 - Definitions and Section 4.04 - Zoning of the Town of Eagle Land Use & Development Code
File#:	LURA-16-01
Applicant:	Town of Eagle
Location:	N/A
Staff Contact:	Matt Farrar (Assistant Town Planner)
Request:	1. Revise Section 4.03.040 to define dog daycare facility. 2. Revise Section 4.04.070 to define regulations for dog daycare facilities. 4. Revise Section 4.04.070 to modify regulations for indoor recreation facilities. 4. Revise Section 4.04.070 to define regulations for marijuana testing facilities.

	5. Revise Section 4.04.100 to modify regulations regarding medical and retail marijuana cultivation facilities and infused-product manufacturing facilities and to expand the area in the Town of Eagle where these uses are permitted.
	<i>Staff requests continuance to the April 26, 2016 Town Board Meeting</i>

EXECUTIVE SESSION – Request for Executive Session to consider personnel matters pursuant to CRS § 24-6-402(4)(f).

STAFF UPDATES AND REQUESTS

1. Old Town Hall Proposed Non-Profit Use
2. Additional Staff Request for Public Works and Administrative Support for Community Development/Marketing
3. Staff Value, Vision, Mission and Commitment Statement (Update)

FUTURE AGENDA ITEMS

ADJOURN

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



Jenny Rakow, CMC
Town Clerk

Town of Eagle, Colorado

Response to Request for Underwriting Qualifications

P. Jonathan Heroux
Managing Director
Tel: +1 303 405-0848
Email: p.j.heroux@pjc.com

Stacey Berlinger
Analyst
Tel: +1 303 405-0845
Email: stacey.l.berlinger@pjc.com

Ken Marchetti
Marchetti & Weaver, LLC
28 Second Street, Suite 213
Edwards, CO 81632

February 16, 2016

Dear Ken:

We sincerely appreciate to the opportunity to highlight our qualifications to serve as the underwriter for the proposed issuance for the Town of Eagle, Colorado (the "Town"). With over 120 years of investment banking history, Piper Jaffray's key advantages include:

Top 3 Underwriter (All Financings and Bank Qualified Financings)

In 2015, Piper Jaffray ranked No. 3 in the country by number of senior managed issues underwritten with 497 negotiated issuances representing over \$11.9 billion. More specific to the Town's proposed issuance size, in 2015, Piper Jaffray ranked third nationally for the total number of bank qualified underwritings (Source: Thompson Reuters).

Local Expertise

Over the years, Piper Jaffray has worked with a number of communities throughout Colorado, including some within Eagle County. Over the past five years, Piper Jaffray has been involved in over 102 negotiated transactions, totaling \$5.5 billion for Colorado issuers.

Sales and Distribution Capabilities

Offering one of the nation's as well as Colorado's largest municipal sales forces enables us to solicit varied and diverse investor interest in the offerings we manage. Our comprehensive approach enables us to identify those investors willing to purchase bonds at the lowest available rates, resulting in the lowest cost of capital.

Unmatched Willingness & Ability to Commit Capital

From January 1, 2013 to January 31, 2016, Piper Jaffray underwrote \$5.18 billion (13.7%) of our senior managed issues. Our ability to aggressively underwrite is highlighted by our capital position. As of September 30, 2015, Piper Jaffray offered \$2.2 billion of theoretical, unrestricted municipal underwriting capacity. Moreover, Piper Jaffray does not have any restrictions on the amount of our capital that can be used for underwriting balances.

Please feel free to contact us if you have any questions or desire further information regarding our response. We look forward to the opportunity to work with the Town.

Best regards,



P. Jonathan Heroux
Managing Director
Phone: (303) 405-0848



Stacey Berlinger
Analyst
Phone: (303) 405-0845

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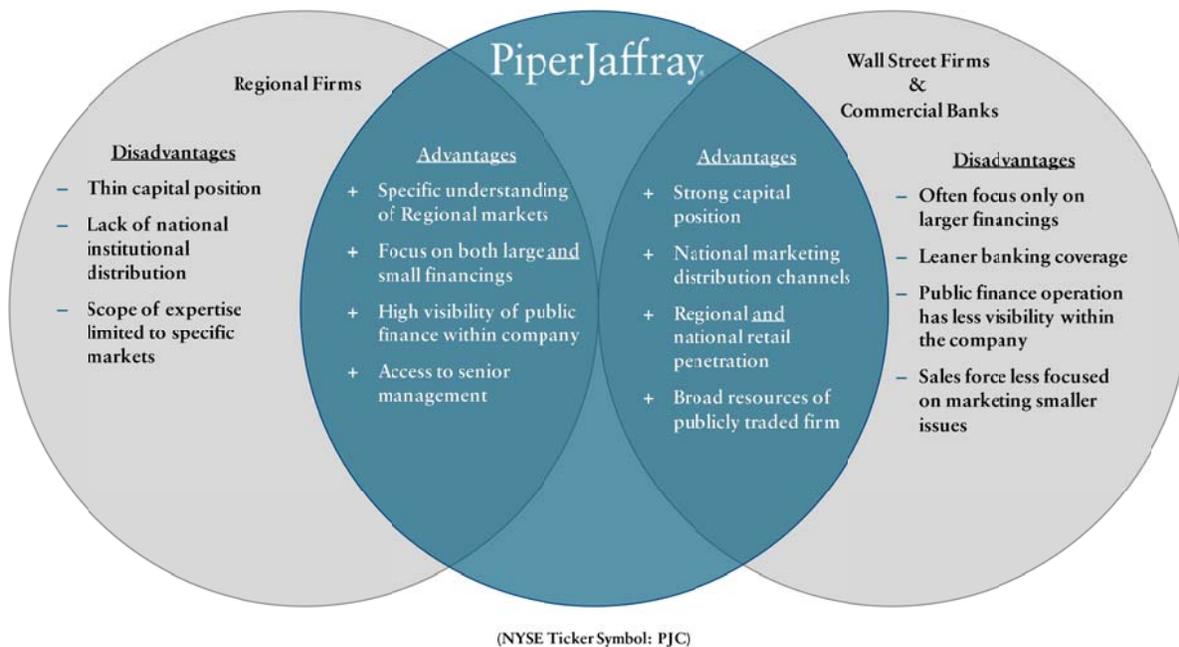
G-23 Disclosure

We are providing this material to provide you with certain regulatory disclosures as required by the Municipal Securities Rulemaking Board. As part of our services, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that Piper Jaffray is underwriting or placing. However, Piper Jaffray intends to serve as an underwriter and not as a financial advisor to you in this transaction; and the primary role of Piper Jaffray is to purchase securities for resale to investors or arrange for the placement of securities in an arm's-length commercial transaction between you and Piper Jaffray. Piper Jaffray has financial and other interests that differ from your interests.

I. FIRM OVERVIEW

Piper Jaffray & Co. is a full-service, global investment bank established in 1895. The firm is publicly owned, and its stock trades on the NYSE under the symbol “PJC”. Currently, Piper Jaffray has more than 800 employees in over 40 office locations worldwide, offering its clients access to the world’s leading capital markets; and more importantly, the pricing advantages of a full scale global securities distribution system.

Piper Jaffray is focused on maintaining long-term client relationships. Our structure combines the best advantages of a well-capitalized firm that has the ability to commit resources, with a broad geographical scope enabling us to utilize local knowledge of our clients and their investors. Given this “best of both worlds” structure, we believe Piper Jaffray offers the best of what the larger Wall Street and the smaller boutique firms have to offer without their disadvantages.



IMPORTANCE OF PUBLIC FINANCE TO THE FIRM

Piper Jaffray’s Public Finance business has long been an integral part of our capital markets participation. In fact, our CEO, Andrew Duff, began his career in 1980 at Piper Jaffray as a municipal bond sales representative. The head of Public Finance, Frank Fairman, reports directly to our CEO. Piper Jaffray continues to grow our footprint. In 2007, Piper Jaffray had 18 offices with 93 professionals. Today, we have 38 offices with 137 public finance professionals. Public Finance related revenues comprise a healthy portion of our overall firm revenues – approximately 33%. For most bulge bracket banks, less than 1% of revenues come from Public Finance operations.

MARKET LEADER

Piper Jaffray consistently ranks amongst the nation’s most active investment banks. Shown in the tables to the right are our most recent 2015 rankings both in terms of overall issuances, and, more specifically, for bank

qualified issuances representing financings for municipalities that issue less than \$10 million in a calendar year (Source: Thomson Reuters).

Piper Jaffray ranks in the Top 3 nationally for long-term, underwritings by number of senior managed, negotiated issuances with 497 financings representing over \$11.9 billion in par amount (Source: Thomson Reuters).

Similarly, Piper Jaffray ranks third nationally for bank qualified underwritings by par amount. These 259 financings also place us third by number of financings (Source: Thomson Reuters).

Our bankers' ability to achieve the optimal financing for each of our issuer clients involves over 200 dedicated professionals in our sales and trading group, comprising one of county's largest. Our national dominance applies locally as well where our Denver office provides 7 sales professionals.

2015 National Underwriting Rankings Negotiated Financings Full to Book Runner Ranked by No. of Issues			2015 National Underwriting Rankings Negotiated Issuances Under \$10 Million Ranked by Par Amount		
Rank	Firm	Issues	Rank	Firm	Amt \$Mil
1	Stifel Nicolaus & Co	811	1	Stifel Nicolaus & Co	\$2,192.00
2	RBC Capital Markets	669	2	RBC Capital Markets	1,702.90
3	Piper Jaffray & Co	497	3	Piper Jaffray & Co	1,439.60
4	Raymond James	479	4	Raymond James	1,241.80
5	Citi	337	5	Robert W Baird & Co	1,049.60
6	D A Davidson & Co	314	6	D A Davidson & Co	984.6
7	Robert W Baird & Co	308	7	George K Baum & Co	632.7
8	Bank of America Merrill Lynch	305	8	PNC Financial Services	523.7
9	J P Morgan Securities	275	9	Roosevelt & Cross	499.8
10	Morgan Stanley	257	10	Fifth Third Securities	464.7

CAPITAL STRENGTH

Piper Jaffray is one of the best capitalized firms in the municipal bond industry due to the firm's strong equity capital position and minimal leverage. As a stable, publicly traded global investment bank with both national and international distribution capabilities, Piper Jaffray feels it is in a strong position to serve as underwriter to the Town.

Our firm's capital is always available to support our municipal underwriting and secondary market trading activities. **We regard our capital as a resource to our clients to assure that their issues are fairly priced and effectively distributed.** Our capital also allows us to establish and maintain secondary trading markets in all securities which the firm brings to market as a senior managing or co-managing underwriter. This enhances the attractiveness of a financing as potential investors often base purchase decisions, in part, on their perceived ability to resell securities in the future. **Highlighted in the below, based upon our excess net capital, Piper Jaffray can theoretically underwrite up to \$2.20 billion, dwarfing that of our regionally based competitors.**

(Dollars in Millions)	09/30/2015	12/31/2014	12/31/2013	12/31/2012
Total Capital	795.385	819.912	734.676	733.292
Equity Capital	795.385	819.912	734.676	733.292
Net Capital	156.451	165.329	165.648	178.904
Excess Net Capital	155.451	164.329	164.648	177.904
Theoretical Underwriting Capability	2,220.000	2,347.000	2,350.000	2,500.000

In addition, on average, Piper Jaffray carries a daily inventory of \$350 million of fixed-rate municipal bonds, excluding primary offerings, and \$200 million in variable rate inventory. Piper Jaffray also has inventories of approximately \$300 million in municipal bonds for its strategic opportunity funds where it invests the firm's capital as well as outside investors in municipal bonds.

CAPITAL COMMITMENT

The strength of an underwriter's commitment to its investment banking clients can be judged by the aggressiveness with which it prices the client's bonds. As we tend to price issues aggressively, we usually have some bonds that remain unsold at the end of the order period. Our underwriting desk will underwrite the unsold balances and usually sell the bonds to long-term investors over the next several trading days. We believe that having a certain amount of unsold bonds when the underwriting commitment is made is an indication that the issuer received a fair pricing from the underwriter. As shown in the table to the right, from January 1, 2012 through December 31, 2015, Piper Jaffray underwrote over \$7 billion (15.46%) of our senior managed issues. Piper Jaffray would bring this same commitment to any financing we priced for the Town.

Piper Jaffray Capital Commitments for Lead Managed Transactions				
Period	# of Financings	Par (\$)	\$ Committed	Unsold % Committed
2012	576	9,455,866,129	1,977,567,000	20.91%
2013	581	11,729,736,645	1,649,792,103	14.07%
2014	558	11,654,151,173	1,447,028,785	12.42%
2015	692	13,684,201,361	1,973,570,395	14.42%
Total	2,407	46,523,955,308	7,047,958,283	15.46%

II. UNDERSTANDING SALES AND USE TAX OBLIGATIONS

Effective pricing levels begin with a strong credit story, and in structuring and presenting debt issuances to the rating agencies, Piper Jaffray offers its client's unmatched expertise. As one of the nation's most active underwriters, Piper Jaffray is a leading source of municipal credits for the rating agencies including repeat issuers pursuing upgrades or confirmations or for new or previously nonrated issuers pursuing their first rating. When looking at credit issues for sales tax obligations, similar to the prospective issue for the Town, there are many things to consider, the most important including:

Taxable Base and Pledge— It is important for investors to see that the strength of the taxable base and the issuer's ability to generate special tax revenues will be strong enough to pay debt service costs. Investors like to see a strong, well diversified tax base with the appropriate amount of job and tax base growth, and overall potential growth for the municipality. Population and unemployment trends, per capita income and median family income are also looked at. These trends together with the nature of the special tax pledge are all analyzed. The relative strength of the tax being pledged, the size and diversity of the tax base, and the history and volatility of the tax being collected, are vital. The more essential the tax is, (sales, utility, and income) the stronger the pledge.

Legal Structure— Investor's look to the legal structure of the credit to make sure they are protected if there are any periods of economic instability. It will be important for the issuer to show bondholders they will have some level of legal protection if the issuer is unable to make debt service payment. This will include an additional bonds test which may or may not limit the future parity debt, a debt service reserve fund or surety bond policy, and a defined flow of funds. Having these safeguards in place will benefit the issuer when they are seeking a rating, and ultimately when they go to price in the market.

Financial Metrics— There are three main financial metrics that are looked at for sales tax obligations. The first is the max annual debt service coverage (MADS). MADS is especially important for newly levied special tax pledges due to the limited collection history. This ratio shows to what degree future debt service can be covered

from the current year’s pledged revenues. The next financial metric that is considered is the revenue trend. Looking back at past performance during economic cycles helps to show the elasticity of the revenue and to predict future trends. The final financial metric is revenue volatility. This metric does not just look at the past trends, but it also looks at the extent of historical revenue declines, if any.

III. EXPERIENCE

Our through understanding of Colorado municipalities is highlighted by the tremendous results we achieve last year wherein Piper Jaffray successfully underwrote over \$581 million for our clients in the State. This success highlights our continued leadership in public finance in the State. In the past five years, Piper Jaffray has worked with over 90 clients totaling more than \$5.5 billion. 45 of these transactions, totaling over \$2.65 billion in par amount were revenue bonds. Select clients include (highlighted were Sales & Use Tax transactions):

- Arrowhead Metropolitan District
- Beaver Creek Metropolitan District
- High Pointe Park Metropolitan District
- Avon Urban Renewal Authority
- Boulder County
- Cherry Creek North Business Improvement District
- City of Boulder
- City of Glenwood Springs
- City of Greeley
- City of Littleton
- City of Longmont
- City of Westminster
- Cordillera Metropolitan District
- Cordillera Mountain Metropolitan District
- Eagle County Fire Protection District
- Eagle Ranch Metropolitan District
- Eagle River Fire Protection District
- Eagle River Water & Sanitation District
- Evergreen Park & Recreation District
- Mountain Village Metropolitan District
- Pagosa Area Water & Sanitation District
- Park Creek Metropolitan District
- Red Sky Ranch Metropolitan District
- Roaring Fork Transportation Authority
- Town of Avon

IV. PUBLIC FINANCE PERSONNEL

PIPER JAFFRAY TEAM

Piper Jaffray & Co. will bring a team approach to the Town’s relationship, utilizing the combined quantitative, structuring and credit skills of the team to provide a high level of service to the Town. Our financing team includes personnel who will provide access and insights to national, regional, and Colorado public finance markets. As such, it would be our proposal to assign P. Jonathan Heroux as senior banker to the Town, and it would be our expectation that he would be supported by Stacey and both would participate in most meetings and conference calls. This team has extensive experience and resources that it will devote to the Town, and our firm pledges all of its resources to the successful completion of all financing requirements. Mr. Heroux and Ms. Berlinger have each worked on a number of sales and use tax financings, with Mr. Heroux providing expertise on structuring alternatives and credit implications and Ms. Berlinger offering experience in cash flow modeling and debt structuring. This includes modeling and verifying buildout and absorption feasibility studies and the corresponding assessed value and cash flow projections to ensure that the optimal financing is achieved. Their biographies along with Joyce Cheney, Piper’s dedicated bank-qualified underwriter, are below.

P. JONATHAN HEROUX

Managing Director, Public Finance Investment Banking
303 405-0848

ROLE: CO-LEAD BANKER

Denver, CO
p.j.heroux@pjc.com

P. Jonathan Heroux is a managing director in the public finance investment banking department at Piper Jaffray, and he will serve as the co-lead contact for the Town. Mr. Heroux joined Piper Jaffray in 1993 as an associate. Prior to Piper Jaffray he was an analyst at Shearson Lehman Hutton in its New York Public Finance Department for over two years. Since coming to Piper Jaffray, Mr. Heroux has been involved in, and responsible for, the structuring of over 300 financings totaling over \$5 billion. Locally, Mr. Heroux has served as Underwriter to the Upper Eagle Regional Water Authority since 1996 and to the Eagle River Water and Sanitation District since 2000. Mr. Heroux has management responsibility for Piper Jaffray's efforts in the mountain states.

Mr. Heroux holds a bachelor's degree from St. Michaels College in business administration and a Master of Business Administration degree in corporate finance and international economics from the University of Rhode Island.

STACEY BERLINGER

Analyst, Public Finance Investment Banking
303 405-0845

ROLE: SUPPORT BANKER

Denver, CO
stacey.l.berlinger@pjc.com

Stacey Berlinger is an analyst in the public finance group at Piper Jaffray. She joined the public finance group after working on the trading desk for two years. She brings her knowledge of the municipal fixed income sales and trading market into the role. She also has experience building debt models, refunding analysis and municipal bond research.

Ms. Berlinger graduated from the University of Colorado with a B.S. in Finance. She is a registered representative holding Series 7, 63 and 52 licenses.

JOYCE CHANEY

Managing Director, Municipal Underwriting
913 345-3357

ROLE: BANK QUALIFIED MUNICIPAL UNDERWRITER

Kansas City, KS
joyce.e.chaney@pjc.com

Joyce Chaney began her investment banking career with a major Midwestern dealer bank in 1979 in securities sales. Ms. Chaney then moved to trading and underwriting municipal bonds, eventually becoming the head underwriter for the dealer bank.

After joining Piper Jaffray in 1992, Ms. Chaney managed competitive and negotiated underwriting activities for the States of Missouri, Kansas and Nebraska. In 2004, she became the manager of our national bank qualified trading and underwriting efforts. A few years ago her responsibilities expanded to include the underwriting of all municipal products (Build America Bonds, Bank Qualified Bonds, Qualified School Construction Bonds, as well as traditional tax-exempt bonds) in the Midwestern part of the country. Ms. Chaney now focuses on Bank Qualified negotiated and competitive underwriting.

Ms. Chaney is a graduate of Northwest Missouri State University with a B.S. in International Marketing.

V. PROPOSED FEE

We propose an all-inclusive underwriting fee of \$8.50 per \$1,000 of bonds issued assuming an investment grade rating. If the proposed transaction is non-investment grade, we propose an underwriting fee of \$14.50 per \$1,000 of bonds issued. The Underwriting fee is contingent upon the successful closing of the transaction.

D.A. DAVIDSON & CO.
SPECIAL DISTRICT GROUP



Town of Eagle, Colorado

D.A. DAVIDSON & CO.
SPECIAL DISTRICT GROUP

Town of Eagle, Colorado
c/o Jenny Rakow
P.O. Box 609
200 Broadway Street
Eagle, CO 81631

March 11, 2016

Dear Ms. Rakow:

D.A. Davidson & Co. is pleased to respond to your request for proposal for the project related to the river corridor park. We have eight professionals dedicated to covering the Colorado market and have extensive experience issuing bonds backed by sales tax revenue. Because we have a deep bench of well-trained finance specialists, we are able to provide both high level strategic advice and execute on client's schedules.

Included with this proposal are four preliminary plans of finance. The credit rating for the proposed bonds would likely be between "BBB" and "A" -- so we have evaluated the structure at both an "A" rating and "BBB" rating. Further, D.A. Davidson has evaluated bonds with a 20 and a 30 year maturity. All four plans have further assumed that the bonds are insured and that a surety policy is obtained. All four plans are included in this proposal for your review.

When you work with our group, you get a partner who has what it takes to help you succeed.

Deep Expertise – We've been involved in special tax revenue financing for more than two decades.

Creative Financing Solutions – We know what will work and what won't work in every market environment.

Experienced Sales and Trading Desk – Our professional staff has deep relationships with the institutional and retail markets to identify the right buyers for your debt.

Long-term Relationships – We know our clients and their needs; we are involved in projects from the early stages so we can advise you on effective strategies.

Collaborative Approach – We work with your established team or help you structure a team for your project and keep them informed every step of the way to access their best thinking and expertise.

We would be thrilled to work with the Town of Eagle, CO on this financing. Please let us know if you have any questions about our proposal and thank you again for your consideration.

Sincerely,


Zachary K. Bishop
Managing Director, Public Finance


Samuel R. Sharp
Managing Director, Public Finance

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D.A. DAVIDSON & CO.
SPECIAL DISTRICT GROUP



Section 1
About Our Group

D.A. Davidson & Co.
member SIPC
FIXED INCOME CAPITAL MARKETS

ABOUT OUR GROUP



Experience

Davidson has a dedicated team focused exclusively on infrastructure finance primarily within Colorado.

Our involvement with special revenue finance spans decades. We've completed transactions in both up and down markets and have adapted to all the legislative changes that have shaped our industry.

Over the last 5 years, D.A. Davidson has underwritten more than 1,703 transactions totaling more than \$10.7 billion in par amounts in Colorado.

Resources and Support

As a member of the D.A. Davidson Fixed Income Capital Markets, we have access to extensive resources. D.A. Davidson & Co. itself is a Montana-based full-service brokerage and investment banking firm with more than an 80-year history. The Fixed Income Capital Markets group provides services to clients and has offices in 19 states.

At our Fixed Income Capital Markets headquarters in Denver, we maintain one of the largest Institutional Sales and Trading Desk in the Rocky Mountain Region. Our staff of 30 experienced financial professionals focuses exclusively on the fixed income market. They have developed deep relationships within the industry and with a variety of investors including banks, credit unions, insurance companies, bond funds, money managers, and municipalities. They have the knowledge and expertise to pinpoint the best institutional investors for each financing project.

In short, D.A. Davidson & Co. has the knowhow and the resources to take any deal from blueprint to bottom line.

D.A. DAVIDSON & CO.
SPECIAL DISTRICT GROUP



Section 2
Summary of Financing Plans

SUMMARY OF FINANCING PLANS



Summary of Financing Plans

Davidson has evaluated the financing both with an “A” rating and “BBB” rating (both assuming bond insurance would be obtained). All scenarios assume that a surety policy is obtained. The estimated rates were based on rates as of March 9, 2016 and would be subject to change based on market conditions.

In addition, we have evaluated both a 20 and 30 year bond to demonstrate the potential flexibility available to the Town in structuring this debt.

The detailed plans of finance are provided as an attachment to this document.

A Rated Analysis

	True Interest Cost (TIC)	Par Amount	Net Proceeds	Coverage	Underwriter Fee
2036 Final Maturity	3.18%	\$5.2M	\$5.5M	1.11x	0.5% of par
2046 Final Maturity	3.55%	\$5.2M	\$5.5M	1.38x	0.5% of par

BBB Rated Analysis

	True Interest Cost (TIC)	Par Amount	Net Proceeds	Coverage	Underwriter Fee
2036 Final Maturity	3.32%	\$5.2M	\$5.4M	1.11x	0.5% of par
2046 Final Maturity	3.65%	\$5.2M	\$5.4M	1.38x	0.5% of par

D.A. DAVIDSON & CO.
SPECIAL DISTRICT GROUP



Section 3
Financing Plans

Scenario 1:

A Rating

20 Year Maturity

SOURCES AND USES OF FUNDS

**TOWN OF EAGLE, COLORADO
SALES TAX REVENUE BONDS, SERIES 2016
\$5.200M Par Amount
(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('A' underlying rating), 2036 Final Maturity
[Preliminary -- for discussion only]**

Dated Date 06/17/2016
Delivery Date 06/17/2016

Sources:

Bond Proceeds:	
Par Amount	5,200,000.00
Premium	434,460.00
	<hr/> 5,634,460.00 <hr/> <hr/>

Uses:

Project Fund Deposits:	
Project Fund	5,472,142.27
Delivery Date Expenses:	
Underwriter's Discount	26,000.00
Bond Insurance (est'd 60 bps)	46,205.73
Debt Service Reserve Surety	15,112.00
Other Cost of Issuance (est.)	<hr/> 75,000.00
	162,317.73
	<hr/> 5,634,460.00 <hr/> <hr/>

BOND PRICING
TOWN OF EAGLE, COLORADO
SALES TAX REVENUE BONDS, SERIES 2016
\$5.200M Par Amount
(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('A' underlying rating), 2036 Final Maturity
[Preliminary -- for discussion only]

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Term Bond due 2036:									
	12/01/2016	95,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	7,937.25
	12/01/2017	170,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	14,203.50
	12/01/2018	180,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	15,039.00
	12/01/2019	185,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	15,456.75
	12/01/2020	195,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	16,292.25
	12/01/2021	200,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	16,710.00
	12/01/2022	210,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	17,545.50
	12/01/2023	215,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	17,963.25
	12/01/2024	225,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	18,798.75
	12/01/2025	235,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	19,634.25
	12/01/2026	245,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	20,469.75
	12/01/2027	255,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	21,305.25
	12/01/2028	265,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	22,140.75
	12/01/2029	275,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	22,976.25
	12/01/2030	285,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	23,811.75
	12/01/2031	295,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	24,647.25
	12/01/2032	310,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	25,900.50
	12/01/2033	320,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	26,736.00
	12/01/2034	335,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	27,989.25
	12/01/2035	345,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	28,824.75
	12/01/2036	360,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	30,078.00
		5,200,000							434,460.00

Dated Date	06/17/2016	
Delivery Date	06/17/2016	
First Coupon	12/01/2016	
Par Amount	5,200,000.00	
Premium	434,460.00	
Production	5,634,460.00	108.355000%
Underwriter's Discount	-26,000.00	-0.500000%
Purchase Price	5,608,460.00	107.855000%
Accrued Interest		
Net Proceeds	5,608,460.00	

CALL PROVISIONS

TOWN OF EAGLE, COLORADO
SALES TAX REVENUE BONDS, SERIES 2016
\$5.200M Par Amount
(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('A' underlying rating), 2036 Final Maturity
[Preliminary -- for discussion only]

Call Table: CALL

<u>Call Date</u>	<u>Call Price</u>
12/01/2026	100.00

BOND SUMMARY STATISTICS

TOWN OF EAGLE, COLORADO SALES TAX REVENUE BONDS, SERIES 2016 \$5.200M Par Amount

(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('A' underlying rating), 2036 Final Maturity
[Preliminary -- for discussion only]

Dated Date	06/17/2016
Delivery Date	06/17/2016
First Coupon	12/01/2016
Last Maturity	12/01/2036
Arbitrage Yield	3.034364%
True Interest Cost (TIC)	3.178037%
Net Interest Cost (NIC)	3.305130%
All-In TIC	3.442522%
Average Coupon	4.000000%
Average Life (years)	12.024
Weighted Average Maturity (years)	12.024
Duration of Issue (years)	9.502
Par Amount	5,200,000.00
Bond Proceeds	5,634,460.00
Total Interest	2,500,955.56
Net Interest	2,092,495.56
Bond Years from Dated Date	62,523,888.89
Bond Years from Delivery Date	62,523,888.89
Total Debt Service	7,700,955.56
Maximum Annual Debt Service	377,800.00
Average Annual Debt Service	376,472.57
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	107.855000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond due 2036	5,200,000.00	108.355	4.000%	12.024	4,836.00
	5,200,000.00			12.024	4,836.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	5,200,000.00	5,200,000.00	5,200,000.00
+ Accrued Interest			
+ Premium (Discount)	434,460.00	434,460.00	434,460.00
- Underwriter's Discount	-26,000.00	-26,000.00	
- Cost of Issuance Expense			
- Other Amounts		-136,317.73	-61,317.73
Target Value	5,608,460.00	5,472,142.27	5,573,142.27
Target Date	06/17/2016	06/17/2016	06/17/2016
Yield	3.178037%	3.442522%	3.034364%

BOND DEBT SERVICE

**TOWN OF EAGLE, COLORADO
SALES TAX REVENUE BONDS, SERIES 2016
\$5.200M Par Amount**

**(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('A' underlying rating), 2036 Final Maturity
[Preliminary -- for discussion only]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2016	95,000	4.000%	94,755.56	189,755.56	189,755.56
06/01/2017			102,100.00	102,100.00	
12/01/2017	170,000	4.000%	102,100.00	272,100.00	374,200.00
06/01/2018			98,700.00	98,700.00	
12/01/2018	180,000	4.000%	98,700.00	278,700.00	377,400.00
06/01/2019			95,100.00	95,100.00	
12/01/2019	185,000	4.000%	95,100.00	280,100.00	375,200.00
06/01/2020			91,400.00	91,400.00	
12/01/2020	195,000	4.000%	91,400.00	286,400.00	377,800.00
06/01/2021			87,500.00	87,500.00	
12/01/2021	200,000	4.000%	87,500.00	287,500.00	375,000.00
06/01/2022			83,500.00	83,500.00	
12/01/2022	210,000	4.000%	83,500.00	293,500.00	377,000.00
06/01/2023			79,300.00	79,300.00	
12/01/2023	215,000	4.000%	79,300.00	294,300.00	373,600.00
06/01/2024			75,000.00	75,000.00	
12/01/2024	225,000	4.000%	75,000.00	300,000.00	375,000.00
06/01/2025			70,500.00	70,500.00	
12/01/2025	235,000	4.000%	70,500.00	305,500.00	376,000.00
06/01/2026			65,800.00	65,800.00	
12/01/2026	245,000	4.000%	65,800.00	310,800.00	376,600.00
06/01/2027			60,900.00	60,900.00	
12/01/2027	255,000	4.000%	60,900.00	315,900.00	376,800.00
06/01/2028			55,800.00	55,800.00	
12/01/2028	265,000	4.000%	55,800.00	320,800.00	376,600.00
06/01/2029			50,500.00	50,500.00	
12/01/2029	275,000	4.000%	50,500.00	325,500.00	376,000.00
06/01/2030			45,000.00	45,000.00	
12/01/2030	285,000	4.000%	45,000.00	330,000.00	375,000.00
06/01/2031			39,300.00	39,300.00	
12/01/2031	295,000	4.000%	39,300.00	334,300.00	373,600.00
06/01/2032			33,400.00	33,400.00	
12/01/2032	310,000	4.000%	33,400.00	343,400.00	376,800.00
06/01/2033			27,200.00	27,200.00	
12/01/2033	320,000	4.000%	27,200.00	347,200.00	374,400.00
06/01/2034			20,800.00	20,800.00	
12/01/2034	335,000	4.000%	20,800.00	355,800.00	376,600.00
06/01/2035			14,100.00	14,100.00	
12/01/2035	345,000	4.000%	14,100.00	359,100.00	373,200.00
06/01/2036			7,200.00	7,200.00	
12/01/2036	360,000	4.000%	7,200.00	367,200.00	374,400.00
	5,200,000		2,500,955.56	7,700,955.56	7,700,955.56

NET DEBT SERVICE

**TOWN OF EAGLE, COLORADO
SALES TAX REVENUE BONDS, SERIES 2016
\$5.200M Par Amount**

**(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('A' underlying rating), 2036 Final Maturity
[Preliminary -- for discussion only]**

Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
12/01/2016	95,000	94,755.56	189,755.56	189,755.56
12/01/2017	170,000	204,200.00	374,200.00	374,200.00
12/01/2018	180,000	197,400.00	377,400.00	377,400.00
12/01/2019	185,000	190,200.00	375,200.00	375,200.00
12/01/2020	195,000	182,800.00	377,800.00	377,800.00
12/01/2021	200,000	175,000.00	375,000.00	375,000.00
12/01/2022	210,000	167,000.00	377,000.00	377,000.00
12/01/2023	215,000	158,600.00	373,600.00	373,600.00
12/01/2024	225,000	150,000.00	375,000.00	375,000.00
12/01/2025	235,000	141,000.00	376,000.00	376,000.00
12/01/2026	245,000	131,600.00	376,600.00	376,600.00
12/01/2027	255,000	121,800.00	376,800.00	376,800.00
12/01/2028	265,000	111,600.00	376,600.00	376,600.00
12/01/2029	275,000	101,000.00	376,000.00	376,000.00
12/01/2030	285,000	90,000.00	375,000.00	375,000.00
12/01/2031	295,000	78,600.00	373,600.00	373,600.00
12/01/2032	310,000	66,800.00	376,800.00	376,800.00
12/01/2033	320,000	54,400.00	374,400.00	374,400.00
12/01/2034	335,000	41,600.00	376,600.00	376,600.00
12/01/2035	345,000	28,200.00	373,200.00	373,200.00
12/01/2036	360,000	14,400.00	374,400.00	374,400.00
	5,200,000	2,500,955.56	7,700,955.56	7,700,955.56

BOND SOLUTION

TOWN OF EAGLE, COLORADO SALES TAX REVENUE BONDS, SERIES 2016 \$5.200M Par Amount

(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('A' underlying rating), 2036 Final Maturity
[Preliminary -- for discussion only]

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2016	95,000	189,756	189,756	209,868	20,112	110.59887%
12/01/2017	170,000	374,200	374,200	419,735	45,535	112.16863%
12/01/2018	180,000	377,400	377,400	419,735	42,335	111.21754%
12/01/2019	185,000	375,200	375,200	419,735	44,535	111.86967%
12/01/2020	195,000	377,800	377,800	419,735	41,935	111.09979%
12/01/2021	200,000	375,000	375,000	419,735	44,735	111.92933%
12/01/2022	210,000	377,000	377,000	419,735	42,735	111.33554%
12/01/2023	215,000	373,600	373,600	419,735	46,135	112.34877%
12/01/2024	225,000	375,000	375,000	419,735	44,735	111.92933%
12/01/2025	235,000	376,000	376,000	419,735	43,735	111.63165%
12/01/2026	245,000	376,600	376,600	419,735	43,135	111.45380%
12/01/2027	255,000	376,800	376,800	419,735	42,935	111.39464%
12/01/2028	265,000	376,600	376,600	419,735	43,135	111.45380%
12/01/2029	275,000	376,000	376,000	419,735	43,735	111.63165%
12/01/2030	285,000	375,000	375,000	419,735	44,735	111.92933%
12/01/2031	295,000	373,600	373,600	419,735	46,135	112.34877%
12/01/2032	310,000	376,800	376,800	419,735	42,935	111.39464%
12/01/2033	320,000	374,400	374,400	419,735	45,335	112.10871%
12/01/2034	335,000	376,600	376,600	419,735	43,135	111.45380%
12/01/2035	345,000	373,200	373,200	419,735	46,535	112.46919%
12/01/2036	360,000	374,400	374,400	419,735	45,335	112.10871%
	5,200,000	7,700,956	7,700,956	8,604,568	903,612	

Scenario 2:

A Rating

30 Year Maturity

SOURCES AND USES OF FUNDS

**TOWN OF EAGLE, COLORADO
SALES TAX REVENUE BONDS, SERIES 2016
\$5.200M Par Amount
(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('A' underlying rating), 2046 Final Maturity
[Preliminary -- for discussion only]**

Dated Date	06/17/2016
Delivery Date	06/17/2016

Sources:

<hr/>	
Bond Proceeds:	
Par Amount	5,200,000.00
Premium	431,884.20
	<hr/>
	5,631,884.20
	<hr/> <hr/>

Uses:

<hr/>	
Project Fund Deposits:	
Project Fund	5,463,171.21
Delivery Date Expenses:	
Underwriter's Discount	26,000.00
Bond Insurance (est'd 60 bps)	55,478.99
Debt Service Reserve Surety	12,234.00
Other Cost of Issuance (est.)	75,000.00
	<hr/>
	168,712.99
	<hr/>
	5,631,884.20
	<hr/> <hr/>

BOND PRICING

TOWN OF EAGLE, COLORADO
SALES TAX REVENUE BONDS, SERIES 2016
\$5.200M Par Amount
(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('A' underlying rating), 2046 Final Maturity
[Preliminary -- for discussion only]

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Term Bond due 2036:									
	12/01/2016	55,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	4,595.25
	12/01/2017	90,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	7,519.50
	12/01/2018	95,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	7,937.25
	12/01/2019	100,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	8,355.00
	12/01/2020	105,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	8,772.75
	12/01/2021	105,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	8,772.75
	12/01/2022	110,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	9,190.50
	12/01/2023	115,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	9,608.25
	12/01/2024	120,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	10,026.00
	12/01/2025	125,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	10,443.75
	12/01/2026	130,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	10,861.50
	12/01/2027	135,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	11,279.25
	12/01/2028	140,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	11,697.00
	12/01/2029	145,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	12,114.75
	12/01/2030	150,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	12,532.50
	12/01/2031	160,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	13,368.00
	12/01/2032	165,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	13,785.75
	12/01/2033	170,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	14,203.50
	12/01/2034	180,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	15,039.00
	12/01/2035	185,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	15,456.75
	12/01/2036	190,000	4.000%	3.060%	108.355 C	3.428%	12/01/2026	100.000	15,874.50
		<u>2,770,000</u>							<u>231,433.50</u>
Term Bond due 2046:									
	12/01/2037	200,000	4.250%	3.310%	108.249 C	3.791%	12/01/2026	100.000	16,498.00
	12/01/2038	210,000	4.250%	3.310%	108.249 C	3.791%	12/01/2026	100.000	17,322.90
	12/01/2039	220,000	4.250%	3.310%	108.249 C	3.791%	12/01/2026	100.000	18,147.80
	12/01/2040	225,000	4.250%	3.310%	108.249 C	3.791%	12/01/2026	100.000	18,560.25
	12/01/2041	235,000	4.250%	3.310%	108.249 C	3.791%	12/01/2026	100.000	19,385.15
	12/01/2042	245,000	4.250%	3.310%	108.249 C	3.791%	12/01/2026	100.000	20,210.05
	12/01/2043	255,000	4.250%	3.310%	108.249 C	3.791%	12/01/2026	100.000	21,034.95
	12/01/2044	270,000	4.250%	3.310%	108.249 C	3.791%	12/01/2026	100.000	22,272.30
	12/01/2045	280,000	4.250%	3.310%	108.249 C	3.791%	12/01/2026	100.000	23,097.20
	12/01/2046	290,000	4.250%	3.310%	108.249 C	3.791%	12/01/2026	100.000	23,922.10
		<u>2,430,000</u>							<u>200,450.70</u>
		5,200,000							431,884.20

Dated Date	06/17/2016	
Delivery Date	06/17/2016	
First Coupon	12/01/2016	
Par Amount	5,200,000.00	
Premium	431,884.20	
Production	5,631,884.20	108.305465%
Underwriter's Discount	-26,000.00	-0.500000%
Purchase Price	5,605,884.20	107.805465%
Accrued Interest		
Net Proceeds	5,605,884.20	

CALL PROVISIONS

TOWN OF EAGLE, COLORADO
SALES TAX REVENUE BONDS, SERIES 2016
\$5.200M Par Amount
(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('A' underlying rating), 2046 Final Maturity
[Preliminary -- for discussion only]

Call Table: CALL

<u>Call Date</u>	<u>Call Price</u>
12/01/2026	100.00

BOND SUMMARY STATISTICS

TOWN OF EAGLE, COLORADO SALES TAX REVENUE BONDS, SERIES 2016 \$5.200M Par Amount

(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('A' underlying rating), 2046 Final Maturity
[Preliminary -- for discussion only]

Dated Date	06/17/2016
Delivery Date	06/17/2016
First Coupon	12/01/2016
Last Maturity	12/01/2046
Arbitrage Yield	3.255556%
True Interest Cost (TIC)	3.547814%
Net Interest Cost (NIC)	3.719929%
All-In TIC	3.752689%
Average Coupon	4.164397%
Average Life (years)	18.686
Weighted Average Maturity (years)	18.683
Duration of Issue (years)	12.891
Par Amount	5,200,000.00
Bond Proceeds	5,631,884.20
Total Interest	4,046,498.06
Net Interest	3,640,613.86
Bond Years from Dated Date	97,168,888.89
Bond Years from Delivery Date	97,168,888.89
Total Debt Service	9,246,498.06
Maximum Annual Debt Service	305,850.00
Average Annual Debt Service	303,606.28
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	107.805465

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond due 2036	2,770,000.00	108.355	4.000%	12.012	2,576.10
Term Bond due 2046	2,430,000.00	108.249	4.250%	26.295	2,235.60
	5,200,000.00			18.686	4,811.70

	TIC	All-In TIC	Arbitrage Yield
Par Value	5,200,000.00	5,200,000.00	5,200,000.00
+ Accrued Interest			
+ Premium (Discount)	431,884.20	431,884.20	431,884.20
- Underwriter's Discount	-26,000.00	-26,000.00	
- Cost of Issuance Expense			
- Other Amounts		-142,712.99	-67,712.99
Target Value	5,605,884.20	5,463,171.21	5,564,171.21
Target Date	06/17/2016	06/17/2016	06/17/2016
Yield	3.547814%	3.752689%	3.255556%

BOND DEBT SERVICE

TOWN OF EAGLE, COLORADO SALES TAX REVENUE BONDS, SERIES 2016 \$5.200M Par Amount

**(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('A' underlying rating), 2046 Final Maturity
[Preliminary -- for discussion only]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2016	55,000	4.000%	97,523.06	152,523.06	152,523.06
06/01/2017			105,937.50	105,937.50	
12/01/2017	90,000	4.000%	105,937.50	195,937.50	301,875.00
06/01/2018			104,137.50	104,137.50	
12/01/2018	95,000	4.000%	104,137.50	199,137.50	303,275.00
06/01/2019			102,237.50	102,237.50	
12/01/2019	100,000	4.000%	102,237.50	202,237.50	304,475.00
06/01/2020			100,237.50	100,237.50	
12/01/2020	105,000	4.000%	100,237.50	205,237.50	305,475.00
06/01/2021			98,137.50	98,137.50	
12/01/2021	105,000	4.000%	98,137.50	203,137.50	301,275.00
06/01/2022			96,037.50	96,037.50	
12/01/2022	110,000	4.000%	96,037.50	206,037.50	302,075.00
06/01/2023			93,837.50	93,837.50	
12/01/2023	115,000	4.000%	93,837.50	208,837.50	302,675.00
06/01/2024			91,537.50	91,537.50	
12/01/2024	120,000	4.000%	91,537.50	211,537.50	303,075.00
06/01/2025			89,137.50	89,137.50	
12/01/2025	125,000	4.000%	89,137.50	214,137.50	303,275.00
06/01/2026			86,637.50	86,637.50	
12/01/2026	130,000	4.000%	86,637.50	216,637.50	303,275.00
06/01/2027			84,037.50	84,037.50	
12/01/2027	135,000	4.000%	84,037.50	219,037.50	303,075.00
06/01/2028			81,337.50	81,337.50	
12/01/2028	140,000	4.000%	81,337.50	221,337.50	302,675.00
06/01/2029			78,537.50	78,537.50	
12/01/2029	145,000	4.000%	78,537.50	223,537.50	302,075.00
06/01/2030			75,637.50	75,637.50	
12/01/2030	150,000	4.000%	75,637.50	225,637.50	301,275.00
06/01/2031			72,637.50	72,637.50	
12/01/2031	160,000	4.000%	72,637.50	232,637.50	305,275.00
06/01/2032			69,437.50	69,437.50	
12/01/2032	165,000	4.000%	69,437.50	234,437.50	303,875.00
06/01/2033			66,137.50	66,137.50	
12/01/2033	170,000	4.000%	66,137.50	236,137.50	302,275.00
06/01/2034			62,737.50	62,737.50	
12/01/2034	180,000	4.000%	62,737.50	242,737.50	305,475.00
06/01/2035			59,137.50	59,137.50	
12/01/2035	185,000	4.000%	59,137.50	244,137.50	303,275.00
06/01/2036			55,437.50	55,437.50	
12/01/2036	190,000	4.000%	55,437.50	245,437.50	300,875.00
06/01/2037			51,637.50	51,637.50	
12/01/2037	200,000	4.250%	51,637.50	251,637.50	303,275.00
06/01/2038			47,387.50	47,387.50	
12/01/2038	210,000	4.250%	47,387.50	257,387.50	304,775.00
06/01/2039			42,925.00	42,925.00	
12/01/2039	220,000	4.250%	42,925.00	262,925.00	305,850.00
06/01/2040			38,250.00	38,250.00	
12/01/2040	225,000	4.250%	38,250.00	263,250.00	301,500.00
06/01/2041			33,468.75	33,468.75	
12/01/2041	235,000	4.250%	33,468.75	268,468.75	301,937.50
06/01/2042			28,475.00	28,475.00	
12/01/2042	245,000	4.250%	28,475.00	273,475.00	301,950.00
06/01/2043			23,268.75	23,268.75	
12/01/2043	255,000	4.250%	23,268.75	278,268.75	301,537.50
06/01/2044			17,850.00	17,850.00	
12/01/2044	270,000	4.250%	17,850.00	287,850.00	305,700.00
06/01/2045			12,112.50	12,112.50	
12/01/2045	280,000	4.250%	12,112.50	292,112.50	304,225.00
06/01/2046			6,162.50	6,162.50	
12/01/2046	290,000	4.250%	6,162.50	296,162.50	302,325.00
	5,200,000		4,046,498.06	9,246,498.06	9,246,498.06

NET DEBT SERVICE

**TOWN OF EAGLE, COLORADO
SALES TAX REVENUE BONDS, SERIES 2016
\$5.200M Par Amount**

**(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('A' underlying rating), 2046 Final Maturity
[Preliminary -- for discussion only]**

Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
12/01/2016	55,000	97,523.06	152,523.06	152,523.06
12/01/2017	90,000	211,875.00	301,875.00	301,875.00
12/01/2018	95,000	208,275.00	303,275.00	303,275.00
12/01/2019	100,000	204,475.00	304,475.00	304,475.00
12/01/2020	105,000	200,475.00	305,475.00	305,475.00
12/01/2021	105,000	196,275.00	301,275.00	301,275.00
12/01/2022	110,000	192,075.00	302,075.00	302,075.00
12/01/2023	115,000	187,675.00	302,675.00	302,675.00
12/01/2024	120,000	183,075.00	303,075.00	303,075.00
12/01/2025	125,000	178,275.00	303,275.00	303,275.00
12/01/2026	130,000	173,275.00	303,275.00	303,275.00
12/01/2027	135,000	168,075.00	303,075.00	303,075.00
12/01/2028	140,000	162,675.00	302,675.00	302,675.00
12/01/2029	145,000	157,075.00	302,075.00	302,075.00
12/01/2030	150,000	151,275.00	301,275.00	301,275.00
12/01/2031	160,000	145,275.00	305,275.00	305,275.00
12/01/2032	165,000	138,875.00	303,875.00	303,875.00
12/01/2033	170,000	132,275.00	302,275.00	302,275.00
12/01/2034	180,000	125,475.00	305,475.00	305,475.00
12/01/2035	185,000	118,275.00	303,275.00	303,275.00
12/01/2036	190,000	110,875.00	300,875.00	300,875.00
12/01/2037	200,000	103,275.00	303,275.00	303,275.00
12/01/2038	210,000	94,775.00	304,775.00	304,775.00
12/01/2039	220,000	85,850.00	305,850.00	305,850.00
12/01/2040	225,000	76,500.00	301,500.00	301,500.00
12/01/2041	235,000	66,937.50	301,937.50	301,937.50
12/01/2042	245,000	56,950.00	301,950.00	301,950.00
12/01/2043	255,000	46,537.50	301,537.50	301,537.50
12/01/2044	270,000	35,700.00	305,700.00	305,700.00
12/01/2045	280,000	24,225.00	304,225.00	304,225.00
12/01/2046	290,000	12,325.00	302,325.00	302,325.00
	5,200,000	4,046,498.06	9,246,498.06	9,246,498.06

BOND SOLUTION

**TOWN OF EAGLE, COLORADO
SALES TAX REVENUE BONDS, SERIES 2016
\$5.200M Par Amount**

**(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('A' underlying rating), 2046 Final Maturity
[Preliminary -- for discussion only]**

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2016	55,000	152,523	152,523	209,868	57,344	137.59723%
12/01/2017	90,000	301,875	301,875	419,735	117,860	139.04265%
12/01/2018	95,000	303,275	303,275	419,735	116,460	138.40079%
12/01/2019	100,000	304,475	304,475	419,735	115,260	137.85532%
12/01/2020	105,000	305,475	305,475	419,735	114,260	137.40404%
12/01/2021	105,000	301,275	301,275	419,735	118,460	139.31956%
12/01/2022	110,000	302,075	302,075	419,735	117,660	138.95059%
12/01/2023	115,000	302,675	302,675	419,735	117,060	138.67515%
12/01/2024	120,000	303,075	303,075	419,735	116,660	138.49212%
12/01/2025	125,000	303,275	303,275	419,735	116,460	138.40079%
12/01/2026	130,000	303,275	303,275	419,735	116,460	138.40079%
12/01/2027	135,000	303,075	303,075	419,735	116,660	138.49212%
12/01/2028	140,000	302,675	302,675	419,735	117,060	138.67515%
12/01/2029	145,000	302,075	302,075	419,735	117,660	138.95059%
12/01/2030	150,000	301,275	301,275	419,735	118,460	139.31956%
12/01/2031	160,000	305,275	305,275	419,735	114,460	137.49406%
12/01/2032	165,000	303,875	303,875	419,735	115,860	138.12752%
12/01/2033	170,000	302,275	302,275	419,735	117,460	138.85866%
12/01/2034	180,000	305,475	305,475	419,735	114,260	137.40404%
12/01/2035	185,000	303,275	303,275	419,735	116,460	138.40079%
12/01/2036	190,000	300,875	300,875	419,735	118,860	139.50478%
12/01/2037	200,000	303,275	303,275	419,735	116,460	138.40079%
12/01/2038	210,000	304,775	304,775	419,735	114,960	137.71963%
12/01/2039	220,000	305,850	305,850	419,735	113,885	137.23557%
12/01/2040	225,000	301,500	301,500	419,735	118,235	139.21559%
12/01/2041	235,000	301,938	301,938	419,735	117,798	139.01387%
12/01/2042	245,000	301,950	301,950	419,735	117,785	139.00811%
12/01/2043	255,000	301,538	301,538	419,735	118,198	139.19828%
12/01/2044	270,000	305,700	305,700	419,735	114,035	137.30291%
12/01/2045	280,000	304,225	304,225	419,735	115,510	137.96861%
12/01/2046	290,000	302,325	302,325	419,735	117,410	138.83569%
	5,200,000	9,246,498	9,246,498	12,801,918	3,555,419	

Scenario 3:

BBB Rating

20 Year Maturity

SOURCES AND USES OF FUNDS

**TOWN OF EAGLE, COLORADO
SALES TAX REVENUE BONDS, SERIES 2016
\$5.200M Par Amount
(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('BBB' underlying rating), 2036 Final Maturity
[Preliminary -- for discussion only]**

Dated Date 06/17/2016
Delivery Date 06/17/2016

Sources:

Bond Proceeds:	
Par Amount	5,200,000.00
Premium	362,336.00
	<hr/>
	5,562,336.00
	<hr/> <hr/>

Uses:

Project Fund Deposits:	
Project Fund	5,400,018.27
Delivery Date Expenses:	
Underwriter's Discount	26,000.00
Bond Insurance (est'd 60 bps)	46,205.73
Debt Service Reserve Surety	15,112.00
Other Cost of Issuance (est.)	<hr/> 75,000.00
	162,317.73
	<hr/>
	5,562,336.00
	<hr/> <hr/>

BOND PRICING

**TOWN OF EAGLE, COLORADO
SALES TAX REVENUE BONDS, SERIES 2016**

\$5.200M Par Amount

(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)

Assumes Insured with DSRF Surety ('BBB' underlying rating), 2036 Final Maturity

[Preliminary -- for discussion only]

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Term Bond due 2036:									
	12/01/2016	95,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	6,619.60
	12/01/2017	170,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	11,845.60
	12/01/2018	180,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	12,542.40
	12/01/2019	185,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	12,890.80
	12/01/2020	195,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	13,587.60
	12/01/2021	200,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	13,936.00
	12/01/2022	210,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	14,632.80
	12/01/2023	215,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	14,981.20
	12/01/2024	225,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	15,678.00
	12/01/2025	235,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	16,374.80
	12/01/2026	245,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	17,071.60
	12/01/2027	255,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	17,768.40
	12/01/2028	265,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	18,465.20
	12/01/2029	275,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	19,162.00
	12/01/2030	285,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	19,858.80
	12/01/2031	295,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	20,555.60
	12/01/2032	310,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	21,600.80
	12/01/2033	320,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	22,297.60
	12/01/2034	335,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	23,342.80
	12/01/2035	345,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	24,039.60
	12/01/2036	360,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	25,084.80
		5,200,000							362,336.00

Dated Date	06/17/2016	
Delivery Date	06/17/2016	
First Coupon	12/01/2016	
Par Amount	5,200,000.00	
Premium	362,336.00	
Production	5,562,336.00	106.968000%
Underwriter's Discount	-26,000.00	-0.500000%
Purchase Price	5,536,336.00	106.468000%
Accrued Interest		
Net Proceeds	5,536,336.00	

CALL PROVISIONS

TOWN OF EAGLE, COLORADO
SALES TAX REVENUE BONDS, SERIES 2016
\$5.200M Par Amount
(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('BBB' underlying rating), 2036 Final Maturity
[Preliminary -- for discussion only]

Call Table: CALL

<u>Call Date</u>	<u>Call Price</u>
12/01/2026	100.00

BOND SUMMARY STATISTICS

TOWN OF EAGLE, COLORADO SALES TAX REVENUE BONDS, SERIES 2016 \$5.200M Par Amount

(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('BBB' underlying rating), 2036 Final Maturity
[Preliminary -- for discussion only]

Dated Date	06/17/2016
Delivery Date	06/17/2016
First Coupon	12/01/2016
Last Maturity	12/01/2036
Arbitrage Yield	3.214413%
True Interest Cost (TIC)	3.316804%
Net Interest Cost (NIC)	3.420484%
All-In TIC	3.586336%
Average Coupon	4.000000%
Average Life (years)	12.024
Weighted Average Maturity (years)	12.024
Duration of Issue (years)	9.455
Par Amount	5,200,000.00
Bond Proceeds	5,562,336.00
Total Interest	2,500,955.56
Net Interest	2,164,619.56
Bond Years from Dated Date	62,523,888.89
Bond Years from Delivery Date	62,523,888.89
Total Debt Service	7,700,955.56
Maximum Annual Debt Service	377,800.00
Average Annual Debt Service	376,472.57
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	106.468000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond due 2036	5,200,000.00	106.968	4.000%	12.024	4,784.00
	5,200,000.00			12.024	4,784.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	5,200,000.00	5,200,000.00	5,200,000.00
+ Accrued Interest			
+ Premium (Discount)	362,336.00	362,336.00	362,336.00
- Underwriter's Discount	-26,000.00	-26,000.00	
- Cost of Issuance Expense			
- Other Amounts		-136,317.73	-61,317.73
Target Value	5,536,336.00	5,400,018.27	5,501,018.27
Target Date	06/17/2016	06/17/2016	06/17/2016
Yield	3.316804%	3.586336%	3.214413%

BOND DEBT SERVICE

**TOWN OF EAGLE, COLORADO
SALES TAX REVENUE BONDS, SERIES 2016
\$5.200M Par Amount**

(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)

**Assumes Insured with DSRF Surety ('BBB' underlying rating), 2036 Final Maturity
[Preliminary -- for discussion only]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2016	95,000	4.000%	94,755.56	189,755.56	189,755.56
06/01/2017			102,100.00	102,100.00	
12/01/2017	170,000	4.000%	102,100.00	272,100.00	374,200.00
06/01/2018			98,700.00	98,700.00	
12/01/2018	180,000	4.000%	98,700.00	278,700.00	377,400.00
06/01/2019			95,100.00	95,100.00	
12/01/2019	185,000	4.000%	95,100.00	280,100.00	375,200.00
06/01/2020			91,400.00	91,400.00	
12/01/2020	195,000	4.000%	91,400.00	286,400.00	377,800.00
06/01/2021			87,500.00	87,500.00	
12/01/2021	200,000	4.000%	87,500.00	287,500.00	375,000.00
06/01/2022			83,500.00	83,500.00	
12/01/2022	210,000	4.000%	83,500.00	293,500.00	377,000.00
06/01/2023			79,300.00	79,300.00	
12/01/2023	215,000	4.000%	79,300.00	294,300.00	373,600.00
06/01/2024			75,000.00	75,000.00	
12/01/2024	225,000	4.000%	75,000.00	300,000.00	375,000.00
06/01/2025			70,500.00	70,500.00	
12/01/2025	235,000	4.000%	70,500.00	305,500.00	376,000.00
06/01/2026			65,800.00	65,800.00	
12/01/2026	245,000	4.000%	65,800.00	310,800.00	376,600.00
06/01/2027			60,900.00	60,900.00	
12/01/2027	255,000	4.000%	60,900.00	315,900.00	376,800.00
06/01/2028			55,800.00	55,800.00	
12/01/2028	265,000	4.000%	55,800.00	320,800.00	376,600.00
06/01/2029			50,500.00	50,500.00	
12/01/2029	275,000	4.000%	50,500.00	325,500.00	376,000.00
06/01/2030			45,000.00	45,000.00	
12/01/2030	285,000	4.000%	45,000.00	330,000.00	375,000.00
06/01/2031			39,300.00	39,300.00	
12/01/2031	295,000	4.000%	39,300.00	334,300.00	373,600.00
06/01/2032			33,400.00	33,400.00	
12/01/2032	310,000	4.000%	33,400.00	343,400.00	376,800.00
06/01/2033			27,200.00	27,200.00	
12/01/2033	320,000	4.000%	27,200.00	347,200.00	374,400.00
06/01/2034			20,800.00	20,800.00	
12/01/2034	335,000	4.000%	20,800.00	355,800.00	376,600.00
06/01/2035			14,100.00	14,100.00	
12/01/2035	345,000	4.000%	14,100.00	359,100.00	373,200.00
06/01/2036			7,200.00	7,200.00	
12/01/2036	360,000	4.000%	7,200.00	367,200.00	374,400.00
	5,200,000		2,500,955.56	7,700,955.56	7,700,955.56

NET DEBT SERVICE

TOWN OF EAGLE, COLORADO SALES TAX REVENUE BONDS, SERIES 2016 \$5.200M Par Amount

(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)

Assumes Insured with DSRF Surety ('BBB' underlying rating), 2036 Final Maturity
[Preliminary -- for discussion only]

Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
12/01/2016	95,000	94,755.56	189,755.56	189,755.56
12/01/2017	170,000	204,200.00	374,200.00	374,200.00
12/01/2018	180,000	197,400.00	377,400.00	377,400.00
12/01/2019	185,000	190,200.00	375,200.00	375,200.00
12/01/2020	195,000	182,800.00	377,800.00	377,800.00
12/01/2021	200,000	175,000.00	375,000.00	375,000.00
12/01/2022	210,000	167,000.00	377,000.00	377,000.00
12/01/2023	215,000	158,600.00	373,600.00	373,600.00
12/01/2024	225,000	150,000.00	375,000.00	375,000.00
12/01/2025	235,000	141,000.00	376,000.00	376,000.00
12/01/2026	245,000	131,600.00	376,600.00	376,600.00
12/01/2027	255,000	121,800.00	376,800.00	376,800.00
12/01/2028	265,000	111,600.00	376,600.00	376,600.00
12/01/2029	275,000	101,000.00	376,000.00	376,000.00
12/01/2030	285,000	90,000.00	375,000.00	375,000.00
12/01/2031	295,000	78,600.00	373,600.00	373,600.00
12/01/2032	310,000	66,800.00	376,800.00	376,800.00
12/01/2033	320,000	54,400.00	374,400.00	374,400.00
12/01/2034	335,000	41,600.00	376,600.00	376,600.00
12/01/2035	345,000	28,200.00	373,200.00	373,200.00
12/01/2036	360,000	14,400.00	374,400.00	374,400.00
	5,200,000	2,500,955.56	7,700,955.56	7,700,955.56

BOND SOLUTION

TOWN OF EAGLE, COLORADO SALES TAX REVENUE BONDS, SERIES 2016 \$5.200M Par Amount

(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)

Assumes Insured with DSRF Surety ('BBB' underlying rating), 2036 Final Maturity

[Preliminary -- for discussion only]

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2016	95,000	189,756	189,756	209,868	20,112	110.59887%
12/01/2017	170,000	374,200	374,200	419,735	45,535	112.16863%
12/01/2018	180,000	377,400	377,400	419,735	42,335	111.21754%
12/01/2019	185,000	375,200	375,200	419,735	44,535	111.86967%
12/01/2020	195,000	377,800	377,800	419,735	41,935	111.09979%
12/01/2021	200,000	375,000	375,000	419,735	44,735	111.92933%
12/01/2022	210,000	377,000	377,000	419,735	42,735	111.33554%
12/01/2023	215,000	373,600	373,600	419,735	46,135	112.34877%
12/01/2024	225,000	375,000	375,000	419,735	44,735	111.92933%
12/01/2025	235,000	376,000	376,000	419,735	43,735	111.63165%
12/01/2026	245,000	376,600	376,600	419,735	43,135	111.45380%
12/01/2027	255,000	376,800	376,800	419,735	42,935	111.39464%
12/01/2028	265,000	376,600	376,600	419,735	43,135	111.45380%
12/01/2029	275,000	376,000	376,000	419,735	43,735	111.63165%
12/01/2030	285,000	375,000	375,000	419,735	44,735	111.92933%
12/01/2031	295,000	373,600	373,600	419,735	46,135	112.34877%
12/01/2032	310,000	376,800	376,800	419,735	42,935	111.39464%
12/01/2033	320,000	374,400	374,400	419,735	45,335	112.10871%
12/01/2034	335,000	376,600	376,600	419,735	43,135	111.45380%
12/01/2035	345,000	373,200	373,200	419,735	46,535	112.46919%
12/01/2036	360,000	374,400	374,400	419,735	45,335	112.10871%
	5,200,000	7,700,956	7,700,956	8,604,568	903,612	

Scenario 4:

BBB Rating

30 Year Maturity

SOURCES AND USES OF FUNDS

**TOWN OF EAGLE, COLORADO
SALES TAX REVENUE BONDS, SERIES 2016
\$5.200M Par Amount
(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('BBB' underlying rating), 2046 Final Maturity
[Preliminary -- for discussion only]**

Dated Date	06/17/2016
Delivery Date	06/17/2016

Sources:

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Bond Proceeds:	
Par Amount	5,200,000.00
Premium	360,197.60
	<hr/>
	5,560,197.60
	<hr/> <hr/>

Uses:

<hr/>	
Project Fund Deposits:	
Project Fund	5,391,484.61
Delivery Date Expenses:	
Underwriter's Discount	26,000.00
Bond Insurance (est'd 60 bps)	55,478.99
Debt Service Reserve Surety	12,234.00
Other Cost of Issuance (est.)	75,000.00
	<hr/>
	168,712.99
	<hr/>
	5,560,197.60
	<hr/> <hr/>

BOND PRICING

TOWN OF EAGLE, COLORADO SALES TAX REVENUE BONDS, SERIES 2016 \$5.200M Par Amount

(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('BBB' underlying rating), 2046 Final Maturity
[Preliminary -- for discussion only]

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Term Bond due 2036:									
	12/01/2016	55,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	3,832.40
	12/01/2017	90,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	6,271.20
	12/01/2018	95,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	6,619.60
	12/01/2019	100,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	6,968.00
	12/01/2020	105,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	7,316.40
	12/01/2021	105,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	7,316.40
	12/01/2022	110,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	7,664.80
	12/01/2023	115,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	8,013.20
	12/01/2024	120,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	8,361.60
	12/01/2025	125,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	8,710.00
	12/01/2026	130,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	9,058.40
	12/01/2027	135,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	9,406.80
	12/01/2028	140,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	9,755.20
	12/01/2029	145,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	10,103.60
	12/01/2030	150,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	10,452.00
	12/01/2031	160,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	11,148.80
	12/01/2032	165,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	11,497.20
	12/01/2033	170,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	11,845.60
	12/01/2034	180,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	12,542.40
	12/01/2035	185,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	12,890.80
	12/01/2036	190,000	4.000%	3.210%	106.968 C	3.519%	12/01/2026	100.000	13,239.20
		<u>2,770,000</u>							<u>193,013.60</u>
Term Bond due 2046:									
	12/01/2037	200,000	4.250%	3.460%	106.880 C	3.864%	12/01/2026	100.000	13,760.00
	12/01/2038	210,000	4.250%	3.460%	106.880 C	3.864%	12/01/2026	100.000	14,448.00
	12/01/2039	220,000	4.250%	3.460%	106.880 C	3.864%	12/01/2026	100.000	15,136.00
	12/01/2040	225,000	4.250%	3.460%	106.880 C	3.864%	12/01/2026	100.000	15,480.00
	12/01/2041	235,000	4.250%	3.460%	106.880 C	3.864%	12/01/2026	100.000	16,168.00
	12/01/2042	245,000	4.250%	3.460%	106.880 C	3.864%	12/01/2026	100.000	16,856.00
	12/01/2043	255,000	4.250%	3.460%	106.880 C	3.864%	12/01/2026	100.000	17,544.00
	12/01/2044	270,000	4.250%	3.460%	106.880 C	3.864%	12/01/2026	100.000	18,576.00
	12/01/2045	280,000	4.250%	3.460%	106.880 C	3.864%	12/01/2026	100.000	19,264.00
	12/01/2046	290,000	4.250%	3.460%	106.880 C	3.864%	12/01/2026	100.000	19,952.00
		<u>2,430,000</u>							<u>167,184.00</u>
		5,200,000							360,197.60

Dated Date	06/17/2016	
Delivery Date	06/17/2016	
First Coupon	12/01/2016	
Par Amount	5,200,000.00	
Premium	360,197.60	
Production	5,560,197.60	106.926877%
Underwriter's Discount	-26,000.00	-0.500000%
Purchase Price	5,534,197.60	106.426877%
Accrued Interest		
Net Proceeds	5,534,197.60	

CALL PROVISIONS

TOWN OF EAGLE, COLORADO
SALES TAX REVENUE BONDS, SERIES 2016
\$5.200M Par Amount
(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('BBB' underlying rating), 2046 Final Maturity
[Preliminary -- for discussion only]

Call Table: CALL

<u>Call Date</u>	<u>Call Price</u>
12/01/2026	100.00

BOND SUMMARY STATISTICS

TOWN OF EAGLE, COLORADO SALES TAX REVENUE BONDS, SERIES 2016 \$5.200M Par Amount

(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('BBB' underlying rating), 2046 Final Maturity
[Preliminary -- for discussion only]

Dated Date	06/17/2016
Delivery Date	06/17/2016
First Coupon	12/01/2016
Last Maturity	12/01/2046
Arbitrage Yield	3.421604%
True Interest Cost (TIC)	3.649743%
Net Interest Cost (NIC)	3.793704%
All-In TIC	3.858637%
Average Coupon	4.164397%
Average Life (years)	18.686
Weighted Average Maturity (years)	18.683
Duration of Issue (years)	12.817
Par Amount	5,200,000.00
Bond Proceeds	5,560,197.60
Total Interest	4,046,498.06
Net Interest	3,712,300.46
Bond Years from Dated Date	97,168,888.89
Bond Years from Delivery Date	97,168,888.89
Total Debt Service	9,246,498.06
Maximum Annual Debt Service	305,850.00
Average Annual Debt Service	303,606.28
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	106.426877

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond due 2036	2,770,000.00	106.968	4.000%	12.012	2,548.40
Term Bond due 2046	2,430,000.00	106.880	4.250%	26.295	2,211.30
	5,200,000.00			18.686	4,759.70

	TIC	All-In TIC	Arbitrage Yield
Par Value	5,200,000.00	5,200,000.00	5,200,000.00
+ Accrued Interest			
+ Premium (Discount)	360,197.60	360,197.60	360,197.60
- Underwriter's Discount	-26,000.00	-26,000.00	
- Cost of Issuance Expense			
- Other Amounts		-142,712.99	-67,712.99
Target Value	5,534,197.60	5,391,484.61	5,492,484.61
Target Date	06/17/2016	06/17/2016	06/17/2016
Yield	3.649743%	3.858637%	3.421604%

BOND DEBT SERVICE

TOWN OF EAGLE, COLORADO SALES TAX REVENUE BONDS, SERIES 2016 \$5.200M Par Amount

(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)
Assumes Insured with DSRF Surety ('BBB' underlying rating), 2046 Final Maturity
[Preliminary -- for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2016	55,000	4.000%	97,523.06	152,523.06	152,523.06
06/01/2017			105,937.50	105,937.50	
12/01/2017	90,000	4.000%	105,937.50	195,937.50	301,875.00
06/01/2018			104,137.50	104,137.50	
12/01/2018	95,000	4.000%	104,137.50	199,137.50	303,275.00
06/01/2019			102,237.50	102,237.50	
12/01/2019	100,000	4.000%	102,237.50	202,237.50	304,475.00
06/01/2020			100,237.50	100,237.50	
12/01/2020	105,000	4.000%	100,237.50	205,237.50	305,475.00
06/01/2021			98,137.50	98,137.50	
12/01/2021	105,000	4.000%	98,137.50	203,137.50	301,275.00
06/01/2022			96,037.50	96,037.50	
12/01/2022	110,000	4.000%	96,037.50	206,037.50	302,075.00
06/01/2023			93,837.50	93,837.50	
12/01/2023	115,000	4.000%	93,837.50	208,837.50	302,675.00
06/01/2024			91,537.50	91,537.50	
12/01/2024	120,000	4.000%	91,537.50	211,537.50	303,075.00
06/01/2025			89,137.50	89,137.50	
12/01/2025	125,000	4.000%	89,137.50	214,137.50	303,275.00
06/01/2026			86,637.50	86,637.50	
12/01/2026	130,000	4.000%	86,637.50	216,637.50	303,275.00
06/01/2027			84,037.50	84,037.50	
12/01/2027	135,000	4.000%	84,037.50	219,037.50	303,075.00
06/01/2028			81,337.50	81,337.50	
12/01/2028	140,000	4.000%	81,337.50	221,337.50	302,675.00
06/01/2029			78,537.50	78,537.50	
12/01/2029	145,000	4.000%	78,537.50	223,537.50	302,075.00
06/01/2030			75,637.50	75,637.50	
12/01/2030	150,000	4.000%	75,637.50	225,637.50	301,275.00
06/01/2031			72,637.50	72,637.50	
12/01/2031	160,000	4.000%	72,637.50	232,637.50	305,275.00
06/01/2032			69,437.50	69,437.50	
12/01/2032	165,000	4.000%	69,437.50	234,437.50	303,875.00
06/01/2033			66,137.50	66,137.50	
12/01/2033	170,000	4.000%	66,137.50	236,137.50	302,275.00
06/01/2034			62,737.50	62,737.50	
12/01/2034	180,000	4.000%	62,737.50	242,737.50	305,475.00
06/01/2035			59,137.50	59,137.50	
12/01/2035	185,000	4.000%	59,137.50	244,137.50	303,275.00
06/01/2036			55,437.50	55,437.50	
12/01/2036	190,000	4.000%	55,437.50	245,437.50	300,875.00
06/01/2037			51,637.50	51,637.50	
12/01/2037	200,000	4.250%	51,637.50	251,637.50	303,275.00
06/01/2038			47,387.50	47,387.50	
12/01/2038	210,000	4.250%	47,387.50	257,387.50	304,775.00
06/01/2039			42,925.00	42,925.00	
12/01/2039	220,000	4.250%	42,925.00	262,925.00	305,850.00
06/01/2040			38,250.00	38,250.00	
12/01/2040	225,000	4.250%	38,250.00	263,250.00	301,500.00
06/01/2041			33,468.75	33,468.75	
12/01/2041	235,000	4.250%	33,468.75	268,468.75	301,937.50
06/01/2042			28,475.00	28,475.00	
12/01/2042	245,000	4.250%	28,475.00	273,475.00	301,950.00
06/01/2043			23,268.75	23,268.75	
12/01/2043	255,000	4.250%	23,268.75	278,268.75	301,537.50
06/01/2044			17,850.00	17,850.00	
12/01/2044	270,000	4.250%	17,850.00	287,850.00	305,700.00
06/01/2045			12,112.50	12,112.50	
12/01/2045	280,000	4.250%	12,112.50	292,112.50	304,225.00
06/01/2046			6,162.50	6,162.50	
12/01/2046	290,000	4.250%	6,162.50	296,162.50	302,325.00
	5,200,000		4,046,498.06	9,246,498.06	9,246,498.06

NET DEBT SERVICE

**TOWN OF EAGLE, COLORADO
SALES TAX REVENUE BONDS, SERIES 2016
\$5.200M Par Amount**

(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)

**Assumes Insured with DSRF Surety ('BBB' underlying rating), 2046 Final Maturity
[Preliminary -- for discussion only]**

Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
12/01/2016	55,000	97,523.06	152,523.06	152,523.06
12/01/2017	90,000	211,875.00	301,875.00	301,875.00
12/01/2018	95,000	208,275.00	303,275.00	303,275.00
12/01/2019	100,000	204,475.00	304,475.00	304,475.00
12/01/2020	105,000	200,475.00	305,475.00	305,475.00
12/01/2021	105,000	196,275.00	301,275.00	301,275.00
12/01/2022	110,000	192,075.00	302,075.00	302,075.00
12/01/2023	115,000	187,675.00	302,675.00	302,675.00
12/01/2024	120,000	183,075.00	303,075.00	303,075.00
12/01/2025	125,000	178,275.00	303,275.00	303,275.00
12/01/2026	130,000	173,275.00	303,275.00	303,275.00
12/01/2027	135,000	168,075.00	303,075.00	303,075.00
12/01/2028	140,000	162,675.00	302,675.00	302,675.00
12/01/2029	145,000	157,075.00	302,075.00	302,075.00
12/01/2030	150,000	151,275.00	301,275.00	301,275.00
12/01/2031	160,000	145,275.00	305,275.00	305,275.00
12/01/2032	165,000	138,875.00	303,875.00	303,875.00
12/01/2033	170,000	132,275.00	302,275.00	302,275.00
12/01/2034	180,000	125,475.00	305,475.00	305,475.00
12/01/2035	185,000	118,275.00	303,275.00	303,275.00
12/01/2036	190,000	110,875.00	300,875.00	300,875.00
12/01/2037	200,000	103,275.00	303,275.00	303,275.00
12/01/2038	210,000	94,775.00	304,775.00	304,775.00
12/01/2039	220,000	85,850.00	305,850.00	305,850.00
12/01/2040	225,000	76,500.00	301,500.00	301,500.00
12/01/2041	235,000	66,937.50	301,937.50	301,937.50
12/01/2042	245,000	56,950.00	301,950.00	301,950.00
12/01/2043	255,000	46,537.50	301,537.50	301,537.50
12/01/2044	270,000	35,700.00	305,700.00	305,700.00
12/01/2045	280,000	24,225.00	304,225.00	304,225.00
12/01/2046	290,000	12,325.00	302,325.00	302,325.00
	5,200,000	4,046,498.06	9,246,498.06	9,246,498.06

BOND SOLUTION

**TOWN OF EAGLE, COLORADO
SALES TAX REVENUE BONDS, SERIES 2016
\$5.200M Par Amount**

(0.0% Inflation / 0.5% Incremental Sales Tax Increase Projections)

**Assumes Insured with DSRF Surety ('BBB' underlying rating), 2046 Final Maturity
[Preliminary -- for discussion only]**

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2016	55,000	152,523	152,523	209,868	57,344	137.59723%
12/01/2017	90,000	301,875	301,875	419,735	117,860	139.04265%
12/01/2018	95,000	303,275	303,275	419,735	116,460	138.40079%
12/01/2019	100,000	304,475	304,475	419,735	115,260	137.85532%
12/01/2020	105,000	305,475	305,475	419,735	114,260	137.40404%
12/01/2021	105,000	301,275	301,275	419,735	118,460	139.31956%
12/01/2022	110,000	302,075	302,075	419,735	117,660	138.95059%
12/01/2023	115,000	302,675	302,675	419,735	117,060	138.67515%
12/01/2024	120,000	303,075	303,075	419,735	116,660	138.49212%
12/01/2025	125,000	303,275	303,275	419,735	116,460	138.40079%
12/01/2026	130,000	303,275	303,275	419,735	116,460	138.40079%
12/01/2027	135,000	303,075	303,075	419,735	116,660	138.49212%
12/01/2028	140,000	302,675	302,675	419,735	117,060	138.67515%
12/01/2029	145,000	302,075	302,075	419,735	117,660	138.95059%
12/01/2030	150,000	301,275	301,275	419,735	118,460	139.31956%
12/01/2031	160,000	305,275	305,275	419,735	114,460	137.49406%
12/01/2032	165,000	303,875	303,875	419,735	115,860	138.12752%
12/01/2033	170,000	302,275	302,275	419,735	117,460	138.85866%
12/01/2034	180,000	305,475	305,475	419,735	114,260	137.40404%
12/01/2035	185,000	303,275	303,275	419,735	116,460	138.40079%
12/01/2036	190,000	300,875	300,875	419,735	118,860	139.50478%
12/01/2037	200,000	303,275	303,275	419,735	116,460	138.40079%
12/01/2038	210,000	304,775	304,775	419,735	114,960	137.71963%
12/01/2039	220,000	305,850	305,850	419,735	113,885	137.23557%
12/01/2040	225,000	301,500	301,500	419,735	118,235	139.21559%
12/01/2041	235,000	301,938	301,938	419,735	117,798	139.01387%
12/01/2042	245,000	301,950	301,950	419,735	117,785	139.00811%
12/01/2043	255,000	301,538	301,538	419,735	118,198	139.19828%
12/01/2044	270,000	305,700	305,700	419,735	114,035	137.30291%
12/01/2045	280,000	304,225	304,225	419,735	115,510	137.96861%
12/01/2046	290,000	302,325	302,325	419,735	117,410	138.83569%
	5,200,000	9,246,498	9,246,498	12,801,918	3,555,419	

This proposal is submitted in response to your Request for Proposals dated February 25, 2016. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the “Rules”) of the Securities and Exchange Commission (Rule 15Ba1-1 et seq.).

In submitting this proposal, we are not undertaking to act as a “municipal advisor” to you or any other person within the meaning of Section 15B of the Securities Exchange Act of 1934 and the Rules. In connection with this proposal and the transactions described herein, we are not acting as a financial advisor or municipal advisor to you or any other person, and are not subject to any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors in connection with your evaluation of this proposal and the transactions described herein.

Stifel Qualifications:

Town of Eagle, Colorado

Sales Tax Revenue Bonds, Series 2016



STIFEL

March 8, 2016



March 8, 2016

Jenny Rakow, *Interim Town Manager*
Town of Eagle, Colorado
200 Broadway
Eagle, CO 81631

RE: Town of Eagle, Colorado, Sales Tax Revenue Bonds, Series 2016

Ms. Rakow:

For the Town of Eagle's (the "Town") consideration, Stifel offers several unique qualifications that differentiate our ability to serve the Town in the financing of its potential Sales Tax Revenue Bonds, Series 2016 (the "Bonds"). Herein, we present the distinguishing factors that we believe makes our banking team best-suited to serve the Town.

Denver-Based Professionals. Stifel has nine offices throughout Colorado, including the firm's lead underwriting office and public finance banking in Denver. Standing in contrast to other local public finance firms, Stifel has demonstrated a commitment to this market by strategically adding bankers to better serve our clients. ***Since 2012, Stifel has added seven investment bankers to our Denver office alone, with two added in 2015.***

Top Ranking Financial Firm. In support of our capabilities and growing qualifications in the industry, we present the following highlights we believe provide the best value and service to the Town and its investment banking needs:

- ✓ Top 10 Municipal Underwriting Firm (Negotiated Volume, per SDC, 2014 and 2015)
- ✓ #1 Ranked underwriter in the state of Colorado (by issues, per SDC, for 2014)
- ✓ #1 Ranked underwriter of senior managed negotiated financings nationally (by issues, per SDC, 2015)

This breadth of experience gives Stifel the familiarity and experience needed to wholly assess the Town's financing alternatives, and in consideration of market activity, specifically to a Colorado credit. Having both a public finance department and a trading desk at the same Denver location, our Colorado professionals have access to the insight needed to remain informed of both State specific and national market activity.

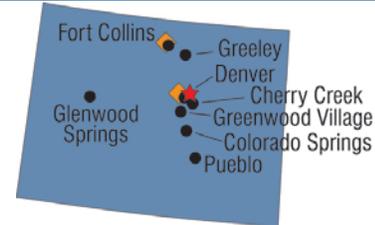
Michael Lund
Director

Leanne Toler
Vice President



Stifel Presence

Denver-Based Team of Professionals Founded in 1890 and incorporated in 1900, Stifel is a wholly-owned subsidiary of Stifel Financial Corp., an independent publicly traded broker-dealer specializing in municipal finance and also providing securities brokerage, investment banking, trading, investment advisory, and related financial services through its wholly owned subsidiaries to individual investors, professional money managers, businesses, and municipalities. Stifel Financial is traded on the New York Stock Exchange under the ticker symbol 'SF' and has more than 7,400 employees, including over 2,800 brokers in 396 offices.



Stifel Colorado Offices

- ★ Public Finance
- Private Client Group
- ◆ Institutional Sales Offices

Stifel is fully licensed to perform municipal advisory, underwriting and brokerage (institutional and retail) services in Colorado and has nine offices in the state, including the firm's lead underwriting office in Denver. These offices are located in Colorado Springs, Denver, Cherry Creek, Fort Collins, Greenwood Springs, Greeley, Greenwood Village, Denver Tech Center, and Pueblo, and are home to 110 employees; most of whom are involved in municipal bonds.

Active Secondary Market Participation in Colorado Stifel is a market leader in Colorado, and we demonstrate that expertise by maintaining an active trading relationship with investors. In 2014, Stifel traded \$23 billion on the secondary market nationally, and \$421.5 million in the state of Colorado. A firm's secondary market trading is a sign of market commitment; because of Stifel's long-term approach within the market, investors are more likely to accept aggressive primary-market pricing on a Stifel-led transaction in Colorado.

Stifel Municipal Secondary Market Participation				
	2011	2012	2013	2014
National	\$15.6B	\$20.9B	\$21.9B	\$23.2B
Colorado	\$462.7MM	\$516.0MM	\$360.2MM	\$421.5MM

Acquisitions and Organic Growth

Over the past five years Stifel has made several strategic acquisitions which have added to the firm's ability to distribute more securities to a wider variety of investors. Notably, Stifel acquired the premier California municipal bond firms, Stone & Youngberg in 2011, De La Rosa & Co., and Merchant Capital in 2014, Sterne Agee and Barclays Wealth Management in 2015. These acquisitions enhance and expand our presence, experience and expertise, as well as develop and improve upon our relationships with retail and institutional investors. Currently, Stifel has 170 experienced investment bankers and municipal analysts in 26 public finance offices in 26 states, as well as 38 sales and trading professionals who focus exclusively on public finance bond issues.

 December 2015		 June 2015
 December 2014	 March 2014	 March 2013
 February 2013	 December 2012	 October 2011
 July 2010	 December 2008	RYAN BECK & CO. February 2007
 December 2006	 December 2005	 January 2000



Firm Capitalization

As of December 31, 2015, Stifel's total capital was \$1.25 billion and the firm's excess net capital was \$279 million. Stifel has enjoyed healthy net capital and excess capital position levels over the years, levels that rank among the most stable for investment banks. At any time, Stifel has the capacity to underwrite, as sole manager, \$3.3 billion of unsold municipal securities.

Equally as important as the firm's strong capital base is its willingness to commit capital to purchase unsold balances and stand behind aggressive pricing. Our Denver-based lead underwriter, Mike Imhoff, has the immediate capability of committing the firm's capital and trading resources. On almost every transaction in which we serve as an underwriter, Stifel underwrites unsold balances in support of our clients' bond issues. *While every market is unique to that day, Stifel uses its capacity to underwrite as an integral part of the price discovery process, rather than solely as a backstop after a pricing.*

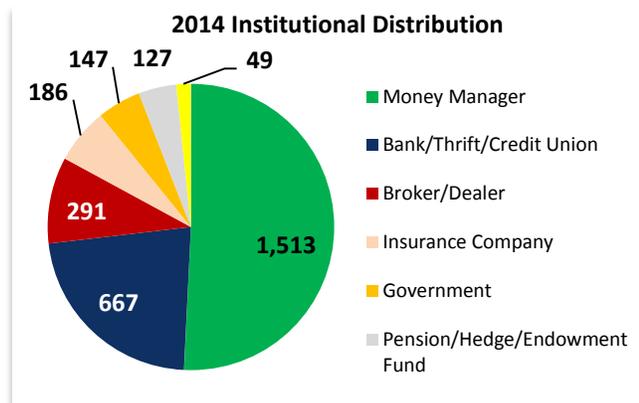
Retail and Institutional Distribution Capabilities

Retail Network

In addition to the recent additions of Sterne Agee and Barclays, Stifel maintains one of the most comprehensive distribution networks in the securities industry. Nationwide, Stifel maintains a retail brokerage force of more than 2,800 investment executives in 344 offices managing over 942,000 client accounts with over \$175 billion in client assets, including approximately \$21 billion in municipal bonds.

Institutional Network

Stifel has 40 institutional sales offices throughout the country, employing more than 242 institutional sales professionals - 38 of these professionals are exclusively dedicated to municipal bond sales and 19 are municipal bond underwriters and traders. The institutional sales team transacts business in the primary and secondary markets with the top 500 institutional investors of municipal bonds. In addition to the Tier 1 institutional coverage expected from any firm, Stifel can generate incremental orders from small and mid-tier institutions that Wall Street does not cover, including regional banks, insurance companies and investment managers.



In 2014, Stifel sold bonds to nearly 3,000 institutional accounts. Most Wall Street firms only actively trade with the top 300-500. Regional firms are inherently limited by the activity of the investor base in their region. Stifel's growth to becoming the #1 ranked underwriting firm in the industry (by number of issues) is a reflection of our ability to deliver more balanced distribution than our Wall Street competition and broader distribution than our regional bank competition.

Over the next few years, Stifel expects to continue to grow its public finance presence, rankings and commitment to the municipal industry.



Financing Professionals

The following professionals will guide the Town through the structuring/financing process as desired and determined as best for the Town and its needs.

Name and Title	Engagement Role	Office	Years of Experience		Lead Managed Par (\$ billion)
			Firm	Industry	
Primary Contacts					
Michael Lund, Director	Lead Banker	Denver	1	13	\$11.0
Phone: (303) 291-5292 Fax: (303) 291-5323 Email: lundm@stifel.com					
• Role: 13 years of underwriting experience, serving issuers in modeling, structuring, and underwriting capacities.					
Leanne Toler, Vice President	Co Banker	Denver	4	4	\$2.0
Phone: (303) 291-5264 Fax: (303) 291-5323 Email: tolerl@stifel.com					
• Role: Underwriting expertise, serving both school and metropolitan district issuers, as well as local municipalities.					
Andrea Vlad, Analyst	Transaction Support	Denver	3	3	N/A
Phone: (303) 291-5299 Fax: (303) 291-5323 Email: vlada@stifel.com					
• Role: Transactional and analytical support.					

Michael Lund, Director. Mr. Lund joined the Stifel team in 2015, and brings 14 years of experience to the Denver public finance group. Prior to joining Stifel, Mr. Lund worked for Piper Jaffray’s Denver Public Finance office. Mr. Lund’s experience in public finance includes an extensive range of experience and expertise. He has a deep background serving as financial advisor, underwriter and placement agent to numerous Colorado cities, metropolitan districts, utility issuers, and counties. Mr. Lund has his BSBA from Colorado State University, Fort Collins, and an MBA from the University of Colorado, Boulder.

Leanne Toler, Vice President. Ms. Toler joined Stifel’s Public Finance team in 2012 after spending 15 years in commercial real estate, including the office and multi-family sectors, as well as “ground-up” development throughout the Western United States. Ms. Toler specialized in international consulting, commercial lending, and acquisitions and has underwritten over \$2 billion in assets. Ms. Toler received a Master’s of Business Administration from Emory University and a Bachelors of Architecture from the University of Southern California.

Andrea Vlad, Analyst. Ms. Vlad joined Stifel’s Public Finance Department in 2012 and provides transaction support and analysis to the Denver office. Ms. Vlad received a Bachelor’s in Management and Marketing from Metropolitan State University of Denver and maintains Series 52 and 63 registrations.



Sales Tax Revenue Bonds, Series 2016¹

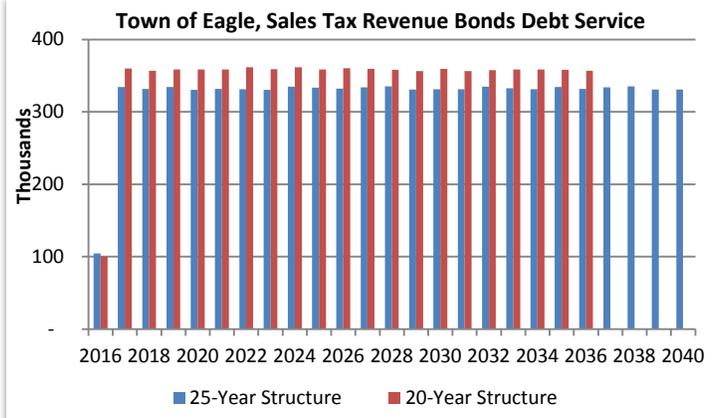
Stifel has evaluated two alternatives that the Town may consider if its tax increase is passed by voters. The first option considers a 25-year level debt service structure, while the second shows a 20-year level debt service structure.



In each of the scenarios presented, Stifel assumed the bonds will be insured as this credit enhancement will help the Town secure the lowest cost of capital. Additionally, we have assumed the Town would purchase a surety policy rather than cash funding a Debt Service Reserve Fund. By using both of these structuring tools, the Town will be able to price its bonds at lower yields, ultimately achieving lower borrowing costs.

The statistics below compare the two financing alternatives along with the estimated borrowing costs associated with each scenario. The figure to the right compares each of these debt service scenarios with the coverage available from the Town's sales tax revenues. In estimating the coverage, Stifel took a conservative approach, using the Town's revised 2015 sales tax revenue, with a 0% annual increase. Each structure assumes a premium coupon structure and generates \$5,200,000 in available project proceeds.

Summary Statistics ²			
25-Year Structure		20-Year Structure	
Dated Date	6/1/2016	Dated Date	6/1/2016
First Coupon	12/1/2017	First Coupon	12/1/2017
Final Maturity	12/1/2040	Final Maturity	12/1/2036
Arbitrage Yield	3.122%	Arbitrage Yield	2.687%
TIC	3.555%	TIC	3.077%
Average Coupon	4.702%	Average Coupon	4.649%
Par Amount	4,740,000	Par Amount	4,615,000
Total Interest	3,348,938	Total Interest	2,657,906
Total D/S	8,088,938	Total D/S	7,272,906
Max Annual D/S	335,250	Max Annual D/S	361,463
Avg. Annual D/S	330,161	Avg. Annual D/S	354,776



Dec 1	25-Year Structure		20-Year Structure	
	Debt Service	% Covg.	Debt Service	% Covg.
2016	104,713		99,956	
2017	334,425	1.26	359,913	1.17
2018	331,925	1.26	356,713	1.18
2019	334,425	1.26	358,513	1.17
2020	330,525	1.27	358,563	1.17
2021	331,625	1.27	358,463	1.17
2022	331,225	1.27	361,463	1.16
2023	330,625	1.27	359,063	1.17
2024	334,825	1.25	361,463	1.16
2025	333,625	1.26	358,463	1.17
2026	332,225	1.26	360,263	1.17
2027	333,975	1.26	359,513	1.17
2028	335,225	1.25	358,263	1.17
2029	330,975	1.27	356,513	1.18
2030	331,475	1.27	359,263	1.17
2031	331,475	1.27	356,263	1.18
2032	334,650	1.25	357,763	1.17
2033	332,500	1.26	358,500	1.17
2034	331,250	1.27	358,750	1.17
2035	334,500	1.25	358,250	1.17
2036	332,000	1.26	357,000	1.18
2037	334,000	1.26	-	-
2038	335,250	1.25	-	-
2039	330,750	1.27	-	-
2040	330,750	1.27	-	-

¹ Stifel has used the sales tax revenue projections provided by the Town, assuming 0% annual increase.

² The financing was evaluated at interest rate spreads to the generic "AAA" municipal yield index ('MMD') of +23 bps beginning in 2017, increasing to +67 bps in 2040 to maturity of the bonds. The interest rates assumed in this presentation are based on current market conditions and similar credits. The actual results may differ, and Stifel makes no commitment to underwrite at these levels.



Fees

For the Town’s transaction, Stifel proposes the following fees, which consider a 25-year structure.

Proposed Fees		Expenses Breakdown		
Summary	\$/Bond		\$/Bond	\$ Amount
Average Takedown	2.810	Underwriter’s Counsel	1.582	\$7,500.00
Management Fee	0.000	Ipreo Book Running	0.031	146.47
Fees and Expenses	2.190	Ipreo Tax	0.004	21.15
Gross Spread	\$5.000	Ipreo Wire System Charge	0.013	60.00
		Ipreo Order Monitor	0.015	71.10
		CUSIPs	0.149	707.00
		Blue Sky Survey	0.128	500.00
		DAC Continuing Disclosure Report	0.121	575.00
		DTC	0.169	800.00
		Out of Pocket/Travel	0.000	0.00
		Total Expenses	\$2.190	\$10,380.72

Case Study

Stifel marketed the City of Commerce City’s (“Commerce City”) Sales and Use Tax Revenue Refunding Bonds, Series 2015, and thought the following would provide the Town with a relevant example of Stifel’s structuring and marketing sales tax revenue credits.

\$52,645,000

City of Commerce City, Colorado

Sales and Use Tax Revenue Refunding Bonds, Series 2015

Ratings: Insured: --/AA/--; Underlying: A1/AA/--



Transaction Summary: In March of 2015, Stifel was pleased to serve as sole managing underwriter on Commerce City’s Sales and Use Tax Revenue Refunding Bonds, Series 2015 (the “2015 Bonds”). Proceeds from the sale of the Bonds will be used to advance refund Commerce City’s Sales and Use Tax Revenue Bonds, Series 2005, and its Sales and Use Tax Revenue Bonds, Series 2006. Both the 2005 and 2006 bonds were originally issued with a “springing reserve fund”, creating a contingent liability. The 2015 Bonds were issued without this requirement and do not carry a debt service reserve fund. Commerce City’s 2015 Bonds were wrapped with a bond insurance policy through BAM.

Security: Commerce City currently collects a sales and use tax at the rate of 4.5%, of which 1.0% is limited to operations and maintenance of parks, recreation and roadway improvements, and is not included in the pledged revenues. Commerce City has pledged its available 3.5% Sales and Use Tax Revenue collection for payment of the 2015 Bonds, as an irrevocable first lien (but not necessarily an exclusive such lien).

Pricing Summary: Over the first nine weeks of the year the markets waited in anticipation of the Fed’s March announcement regarding potential rate hikes, injecting considerable volatility into the fixed income rate forecasts. After pushing out the most likely date for the initial tightening in January, market participants steadily pulled the anticipated liftoff date forward. The March 6 Employment Report for the



month of February confirmed that the labor market, while improving, still showed signs that recovery remains a work in progress, causing the municipal market to move decidedly slower, with Treasuries falling sharply as well. The week of March 9 had an oversized calendar, with the 7-day visible supply at approximately \$12.4 billion – the highest level of 2015 year-to-date.

Despite a heavy calendar, 70% of which consisted of refundings, Commerce City's sale was well received by investors and generated interest by a variety of participants: mutual funds, money managers, asset managers, individual and professional retail. Given investor reception, Stifel was able to lower yields on several maturities, tightening spreads an average of 4 bps across the scale; some maturities being tightened by as much as 9 bps.



RFP Exemption Disclosure

As outlined in the SEC's Municipal Advisor Rule, Stifel, Nicolaus & Company, Incorporated ("Stifel") is providing the attached material and all information and advice contained therein in response to a request for proposals or request for qualifications (the "RFP") by a municipal issuer or obligated person with respect to a specific issue of municipal securities. Stifel has not acted, and will not act, as your municipal advisor with respect to the issuance of the municipal securities that is the subject to the RFP.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its' own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not be relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and is subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

TOWN OF EAGLE, SALES TAX REVENUE BONDS STRUCTURING ALTERNATIVES

Summary Statistics

30-Year Structure		25-Year Structure		20-Year Structure	
Dated Date	6/1/2016	Dated Date	6/1/2016	Dated Date	6/1/2016
First Coupon	12/1/2017	First Coupon	12/1/2017	First Coupon	12/1/2017
Last Maturity	12/1/2046	Last Maturity	12/1/2040	Last Maturity	12/1/2036
Arbitrage Yield	3.718%	Arbitrage Yield	3.122%	Arbitrage Yield	2.687%
TIC	3.849%	TIC	3.555%	TIC	3.077%
Average Coupon	4.841%	Average Coupon	4.702%	Average Coupon	4.649%
Par Amount	4,745,000	Par Amount	4,740,000	Par Amount	4,615,000
Total Interest	4,423,481	Total Interest	3,348,938	Total Interest	2,657,906
Total D/S	9,168,481	Total D/S	8,088,938	Total D/S	7,272,906
Max Annual D/S	304,338	Max Annual D/S	335,250	Max Annual D/S	361,463
Avg. Annual D/S	300,606	Avg. Annual D/S	330,161	Avg. Annual D/S	354,776

Maturity	30-Year Structure		25-Year Structure		20-Year Structure	
	Debt Service	Coverage	Debt Service	Coverage	Debt Service	Coverage
2016	109,119		104,713		99,956	
2017	303,238	1.38	334,425	1.26	359,913	1.17
2018	301,538	1.39	331,925	1.26	356,713	1.18
2019	299,838	1.40	334,425	1.26	358,513	1.17
2020	302,288	1.39	330,525	1.27	358,563	1.17
2021	299,588	1.40	331,625	1.27	358,463	1.17
2022	300,988	1.39	331,225	1.27	361,463	1.16
2023	302,188	1.39	330,625	1.27	359,063	1.17
2024	303,188	1.38	334,825	1.25	361,463	1.16
2025	303,988	1.38	333,625	1.26	358,463	1.17
2026	299,588	1.40	332,225	1.26	360,263	1.17
2027	299,088	1.40	333,975	1.26	359,513	1.17
2028	303,338	1.38	335,225	1.25	358,263	1.17
2029	302,088	1.39	330,975	1.27	356,513	1.18
2030	300,588	1.40	331,475	1.27	359,263	1.17
2031	303,838	1.38	331,475	1.27	356,263	1.18
2032	304,125	1.38	334,650	1.25	357,763	1.17
2033	299,250	1.40	332,500	1.26	358,500	1.17
2034	301,750	1.39	331,250	1.27	358,750	1.17
2035	303,750	1.38	334,500	1.25	358,250	1.17
2036	300,250	1.40	332,000	1.26	357,000	1.18
2037	301,500	1.39	334,000	1.26	-	-
2038	302,250	1.39	335,250	1.25	-	-
2039	302,500	1.39	330,750	1.27	-	-
2040	302,250	1.39	330,750	1.27	-	-
2041	301,500	1.39	-	-	-	-
2042	300,250	1.40	-	-	-	-
2043	303,500	1.38	-	-	-	-
2044	301,000	1.39	-	-	-	-
2045	303,000	1.39	-	-	-	-
2046	299,250	1.40	-	-	-	-

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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: March 22, 2016

PROJECT NAME: Brush Creek Village Townhomes, Phase 9

FILE NUMBER: CT16-01

APPLICANT: John Purchase (Wynton Homes, LLC)

LOCATION: 1839, 1845, 1861 & 1867 Montgomerie Circle

APPLICABLE SECTION(S) OF MUNICIPAL CODE: Section 4.12.040 (Division of Property into Condominium or Townhouse Units)

EXHIBIT(S): A. Final Plat

STAFF CONTACT: Matt Farrar (Assistant Town Planner)

REQUEST: Subdivision of a four-plex building into four ownerships (Townhomes).

DISCUSSION

The applicant has submitted a Final Plat application in order to subdivide a constructed four-plex building into four, separate ownerships (i.e., Townhomes). This four-plex is Phase 9 of the Brush Creek Village Townhomes development. It is necessary to subdivide after the building has been constructed to ensure that the legal boundaries for each unit are accurate.

Pursuant to Section 4.12.040.A.2, of the Land Use & Development Code, the Town Planner, or their designee, may hold a public, Administrative Hearing on a Final Plat for a condominium or townhouse subdivision. The Administrative Hearing for this application was held on March 16, 2016. No public comment was received on this application.

Pursuant to Section 4.12.040.A.2, of the Land Use & Development Code, following an Administrative Hearing "...a Final Plat may be signed by the Mayor after approval by the Town Board at a regular meeting, without the necessity for a public hearing before the Town Board or a review by the Planning and Zoning Commission." Therefore, the Board's review of this Final Plat is NOT a public hearing and the Board will need to make a motion to either approve or deny the Final Plat.

STAFF RECOMMENDATION

Staff recommends that the Board make a motion to approve the Final Plat for Brush Creek Village Townhomes, Phase 9.

TITLE CERTIFICATE:

I, _____ AS TITLE EXAMINER OF LAND TITLE GUARANTEE COMPANY, DO CERTIFY THAT ON OR BEFORE _____ I HAVE CAUSED AN EXAMINATION TO BE MADE OF TITLE TO WYNTON HOMES, LLC. AND EXCEPT FOR _____ SAID PROPERTY IS

FREE AND CLEAR OF ALL OTHER MONETARY LIENS AND ENCUMBRANCES.

DATED: _____

BY: _____ LAND TITLE GUARANTEE COMPANY

NOTES:

- 1) THE PURPOSE OF THIS FINAL PLAT IS TO CREATE LOTS AS SHOWN AND LISTED IN THE LAND USE SUMMARY PURSUANT TO THE TOWN OF EAGLE LAND USE REGULATIONS AND COLORADO REVISED STATUTES AND TO BE RECORDED IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER.
2) THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS, BUILDING SETBACKS OF RECORD, OR IN PLACE AND EXCEPTIONS TO TITLE SHOWN IN THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, ORDER NO. V850043117-4, DATED EFFECTIVE FEBRUARY 16, 2016.
3) THE DATE OF THIS SURVEY WAS NOVEMBER 2014, JUNE 23, 2015 AND FEBRUARY 28, 2016.
4) BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF N16°27'59"E BETWEEN THE SOUTHWESTERLY P.C. ALONG THE EASTERLY RIGHT-OF-WAY MONTGOMERIE CIRCLE, A #5 REBAR & ALUM. CAP L.S. #37902 FOUND IN PLACE AND THE NORTHEASTERLY P.C. ALONG THE WESTERLY RIGHT-OF-WAY MEADOWLARK ROAD, A PK NAIL AND SHINER L.S. #37902 FOUND IN PLACE.
5) UNITS OF MEASURE FOR ALL DIMENSIONS SHOWN HEREON IS U.S. SURVEY FEET.
6) THIS SURVEY IS BASED EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLATS OF BRUSH CREEK VILLAGE TOWNHOMES, PHASE 1 RECORDED DECEMBER 27, 2007 AS RECEPTION NO. 200733575, BRUSH CREEK VILLAGE TOWNHOMES, PHASE 2 RECORDED MARCH 4, 2008 AS RECEPTION NO. 200804501, BRUSH CREEK VILLAGE TOWNHOMES, PHASE 3 RECORDED JULY 10, 2008 AS RECEPTION NO. 200814549, THE FINAL PLAT OF BRUSH CREEK MEADOWS RECORDED AUGUST 2, 2002 AS RECEPTION NO. 803395, THE BRUSH CREEK VILLAGE TOWNHOMES COMMON AREA RECORDED DECEMBER 11, 2012 AS RECEPTION NO. 201224912 AND CORNERS FOUND IN PLACE.
7) APPROVAL OF THIS FINAL PLAT SHALL CREATE VESTING PROPERTY RIGHTS PURSUANT TO 4.17.010 OF THE TOWN OF EAGLE LAND USE REGULATIONS AND C.R.S. 24-68-103 AS AMENDED.
8) THIS PROPERTY IS SUBJECT TO:
A) TERMS CONDITIONS AND PROVISIONS OF SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED AUGUST 02, 2002 AT RECEPTION NO. 803394 AND AMENDMENT RECORDED NOVEMBER 12, 2002 AT RECEPTION NO. 813411 AND AMENDMENT RECORDED MARCH 14, 2003 AT RECEPTION NO. 826858.
J) RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JANUARY 24, 2008 UNDER RECEPTION NO. 200801657 AND RE-RECORDED JANUARY 29, 2008 AT RECEPTION NO. 200801997 AND AMENDMENT RECORDED OCTOBER 31, 2012 UNDER RECEPTION NO. 201221885 AND AMENDMENT RECORDED MARCH 1, 2013 UNDER RECEPTION NO. 201303943 AND AS AMENDED IN INSTRUMENT RECORDED MAY 17, 2013 UNDER RECEPTION NO. 201309999 AND RECORDED JUNE 4, 2013 UNDER RECEPTION NO. 201311501 AND AS AMENDED IN INSTRUMENT RECORDED JUNE 4, 2013 UNDER RECEPTION NO. 201311718 AND AS AMENDED IN INSTRUMENT RECORDED MARCH 31, 2014 UNDER RECEPTION NO. 201404940 AND AS AMENDED IN INSTRUMENT RECORDED JUNE 23, 2014 UNDER RECEPTION NO. 201410258 SEPTEMBER 12, 2014 UNDER RECEPTION NO. 201415669 AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 14, 2014 UNDER RECEPTION NO. 201417580 AND AS AMENDED SEPTEMBER 3, 2015 UNDER RECEPTION NO. 201516753. THE PROPERTY SHOWN HEREIN WILL BE ANNEXED INTO THE DECLARATIONS.
B) TERMS, CONDITIONS AND PROVISIONS OF AN UNDERGROUND RIGHT-OF-WAY EASEMENT RECORDED SEPTEMBER 17, 2005 AS RECEPTION NO. 849974.
C) TERMS, CONDITIONS AND PROVISIONS OF A TRENCH, CONDUIT AND VAULT AGREEMENT RECORDED MAY 18, 2007 AS RECEPTION NO. 200712749.
D) TERMS, CONDITIONS AND PROVISIONS OF A HOLY CROSS ENERGY UNDERGROUND RIGHT-OF-WAY EASEMENT RECORDED MAY 16, 2007 AS RECEPTION NO. 200712750.
E) A BLANKET UTILITY EASEMENT ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE LANDS DEPICTED HEREON FOR THE PURPOSES OF INGRESS AND EGRESS, INSTALLATION, REPLACING, PREPARING AND MAINTENANCE OF ALL UTILITIES AS DEFINED IN THE NOTES ON THE BRUSH CREEK VILLAGE TOWNHOMES, PHASE 1, FINAL PLAT RECORDED DECEMBER 27, 2007 AS RECEPTION NO. 200733575.
F) A BLANKET EMERGENCY ACCESS EASEMENT ON, UNDER, OVER, ABOVE AND THROUGH THE SUBJECT PARCEL AS DEFINED IN THE NOTES ON THE BRUSH CREEK VILLAGE TOWNHOMES, PHASE 1, FINAL PLAT RECORDED DECEMBER 27, 2007 AS RECEPTION NO. 200733575.
G) TERMS, CONDITIONS AND PROVISIONS OF THE DEVELOPMENT IMPROVEMENTS AGREEMENT RECORDED APRIL 18, 2007 AS RECEPTION NO. 200709908.
H) TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 3, SERIES OF 2008, RECORDED MARCH 4, 2008 AS RECEPTION NO. 200804500.
I) TERMS, CONDITIONS AND PROVISIONS OF IRRIGATION WATER FACILITIES AGREEMENT RECORDED MAY 06, 2008 AS RECEPTION NO. 200809541.
J) TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 10, SERIES 2008 RECORDED JULY 10, 2008 AS RECEPTION NO. 200814548.
K) TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 16 RECORDED DECEMBER 11, 2012 AS RECEPTION NO. 201224911.
L) TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 23 RECORDED AUGUST 13, 2015 AS RECEPTION NO. 201515280.

LIENHOLDER'S CERTIFICATE:

US BANK NATIONAL ASSOCIATION AND BEING THE BENEFICIARY OF THE DEEDS OF TRUST RECORDED OCTOBER 16, 2015 AS RECEPTION NO. 201519709, RECORDED JANUARY 5, 2015 AS RECEPTION NO. 201500312 AND RECORDED JULY 06, 2015, RECORDED AS RECEPTION NO. 201512396 IN THE OFFICE OF THE CLERK AND RECORDER OF EAGLE COUNTY, COLORADO HEREBY CONSENTS TO THIS FINAL PLAT OF BRUSH CREEK VILLAGE TOWNHOMES, PHASE 9.

EXECUTED THIS _____ DAY OF _____, A.D., 2016.

US BANK NATIONAL ASSOCIATION ND

BY: _____ AS MANAGER

THE FOREGOING LENDERS CONSENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016, BY _____

WITNESS MY HAND AND OFFICIAL SEAL MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

BOARD OF TRUSTEES CERTIFICATE:

THIS PLAT APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO, THIS _____ DAY OF _____, 2016, FOR FILING WITH THE CLERK AND RECORDER OF EAGLE COUNTY, COLORADO; SUBJECT TO THE PROVISIONS THAT APPROVAL IN NO WAY OBLIGATES THE TOWN OF EAGLE FOR FINANCING OF OR CONSTRUCTION OF SAID LANDS, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE. FURTHER, SAID APPROVAL IN NO WAY OBLIGATES THE TOWN OF EAGLE FOR MAINTENANCE OF PUBLIC IMPROVEMENTS UNTIL CONSTRUCTION OF SAID IMPROVEMENTS HAS BEEN COMPLETED IN ACCORDANCE WITH THE TOWN OF EAGLE SPECIFICATIONS AND THE TOWN OF EAGLE HAS AGREED TO ACCEPT SAID IMPROVEMENTS. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE, SOIL, CONDITIONS, SUB-SURFACE GEOLOGY, GROUND WATER CONDITIONS, OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT, DEVELOPMENT PERMIT, OR ANY OTHER REQUIRED PERMIT WILL BE ISSUED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICE, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES, AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE OWNERS DESIGNATED HEREON AND NOT THE TOWN OF EAGLE, UNLESS OTHERWISE SPECIFICALLY AGREED TO IN WRITING BY THE BOARD OF TRUSTEES.

TOWN OF EAGLE, COLORADO

BY: _____ YURI KOSTICK AS MAYOR

WITNESS MY HAND AND SEAL OF THE TOWN OF EAGLE, COLORADO.

ATTEST: _____ JENNY RAKOW AS TOWN CLERK

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN ONE YEAR AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BE BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

Table with 7 columns: CURVE, RADIUS, LENGTH, TANGENT, CHORD, BEARING, DELTA. Row 1: C1, 52.50, 5.57, 2.79, 5.57, N21°41'57"W, 6°04'35"

Table with 4 columns: PARCEL, SQUARE FEET, LAND USE, ADDRESS. Rows include LOT L-1 (0.128 AC. ±, RESIDENTIAL TOWNHOME, 1867 MONTGOMERIE CIRCLE), LOT L-2 (0.067 AC. ±, RESIDENTIAL TOWNHOME, 1861 MONTGOMERIE CIRCLE), LOT L-3 (0.067 AC. ±, RESIDENTIAL TOWNHOME, 1845 MONTGOMERIE CIRCLE), LOT L-4 (0.095 AC. ±, RESIDENTIAL TOWNHOME, 1839 MONTGOMERIE CIRCLE), PARCEL J REMAINDER (2.185 AC. ±, FUTURE DEVELOPMENT), TOTAL (2.542 AC. ±).

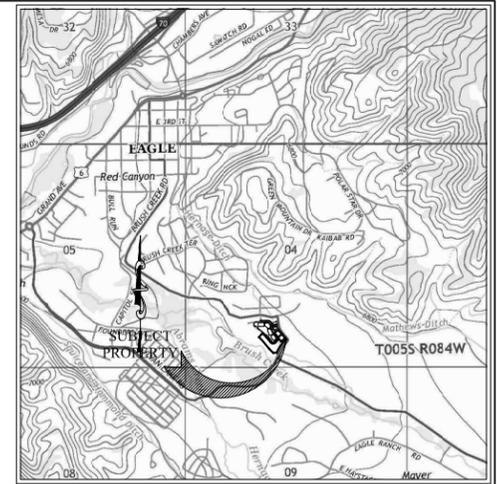
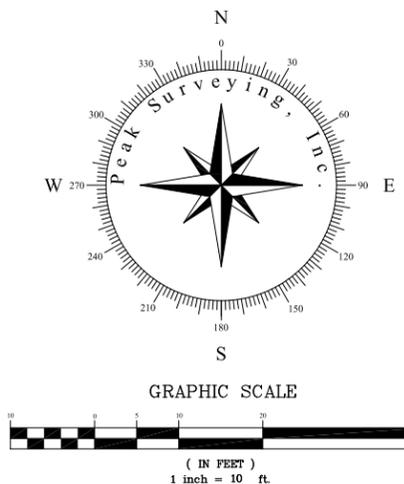
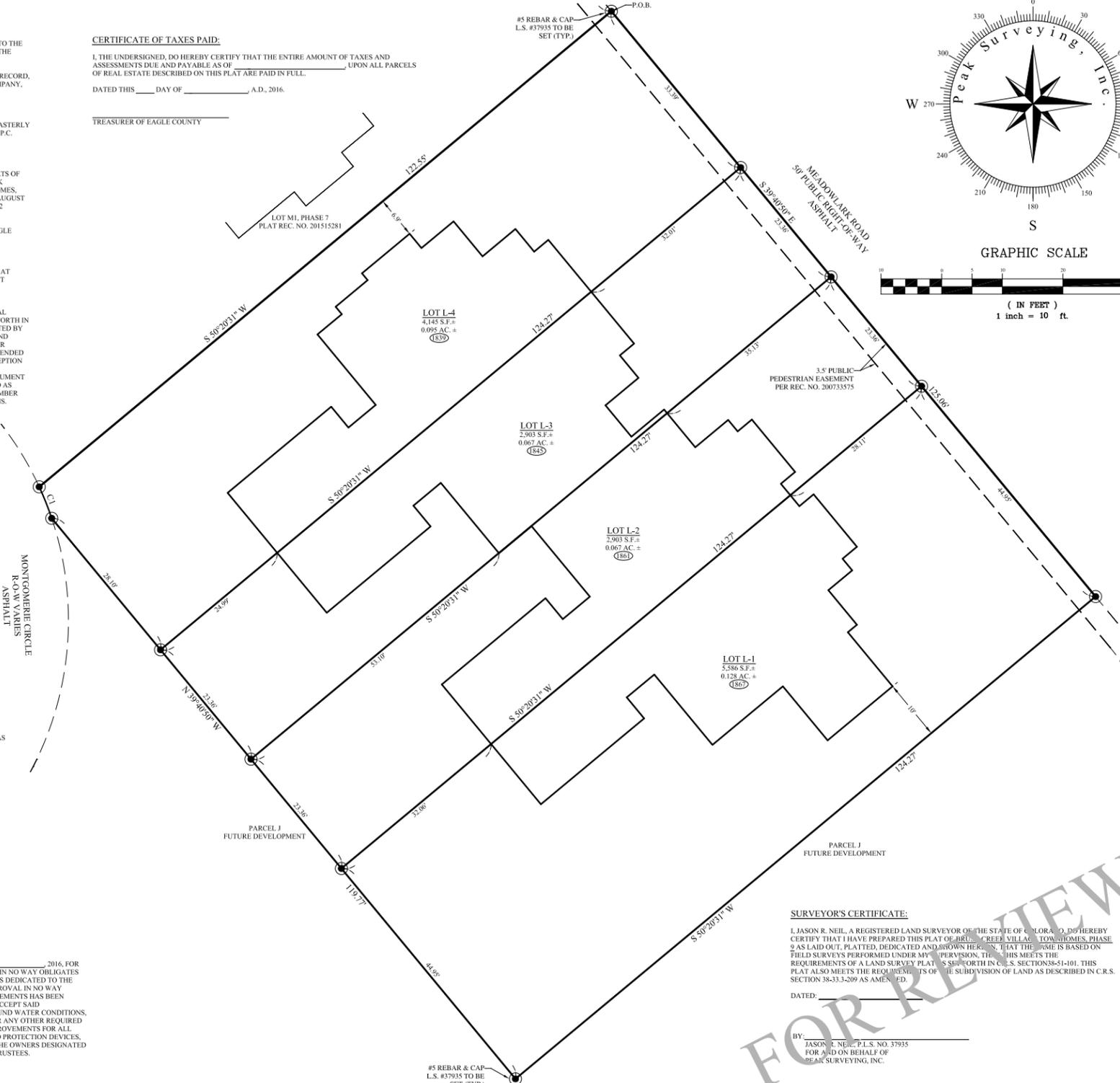
FINAL PLAT BRUSH CREEK VILLAGE TOWNHOMES, PHASE 9 A RESUBDIVISION OF PARCEL J, BRUSH CREEK VILLAGE TOWNHOMES COMMON AREA SITUATED IN SECTION 4, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M. TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

CERTIFICATE OF TAXES PAID:

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE ENTIRE AMOUNT OF TAXES AND ASSESSMENTS DUE AND PAYABLE AS OF _____ UPON ALL PARCELS OF REAL ESTATE DESCRIBED ON THIS PLAT ARE PAID IN FULL.

DATED THIS _____ DAY OF _____, A.D., 2016.

TREASURER OF EAGLE COUNTY



CERTIFICATE OF OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE OWNER IN FEE SIMPLE OF ALL THAT REAL PROPERTY DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL J, BRUSH CREEK VILLAGE TOWNHOMES COMMON AREA, ACCORDING TO THE FINAL PLAT THEREOF RECORDED DECEMBER 11, 2012 AS RECEPTION NO. 201224912, ALSO DESCRIBED AS:

A PARCEL OF LAND SITUATED IN THE SW1/4 OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL J ACCORDING TO THE FINAL PLAT RECORDED DECEMBER 11, 2012 AS RECEPTION NO. 201224912 OF THE EAGLE COUNTY CLERK AND RECORDERS OFFICE, WHENCE ANGLE POINT 7 OF TRACT 44, A 2 1/2" ALUMINUM CAP L.S. NO. 26967 IN PLACE BEARS S56°45'00"E A DISTANCE OF 964.59 FEET; THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL J ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 0°17'18.53"; A DISTANCE OF 28.73 FEET (CHORD BEARS S36°01'23"E A DISTANCE OF 28.71 FEET); THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY S39°40'50"E A DISTANCE OF 94.60 FEET TO THE SOUTHEASTERLY CORNER OF BRUSH CREEK VILLAGE TOWNHOMES, PHASE 7 ACCORDING TO THE FINAL PLAT RECORDED AS RECEPTION NO. 201515281 OF THE EAGLE COUNTY CLERK AND RECORDERS OFFICE, THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY S39°40'50"E A DISTANCE OF 125.06 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY S50°20'31"W A DISTANCE OF 124.27 FEET; THENCE N39°40'50"W A DISTANCE OF 119.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF MONTGOMERIE CIRCLE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 52.50 FEET AND A CENTRAL ANGLE OF 0°09'04.35"; A DISTANCE OF 5.57 FEET (CHORD BEARS N01°41'57"W A DISTANCE OF 5.57 FEET) TO THE SOUTHWESTERLY CORNER OF SAID BRUSH CREEK VILLAGE TOWNHOMES, PHASE 7; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY N50°20'31"E ALONG THE SOUTHERLY BOUNDARY OF SAID BRUSH CREEK VILLAGE TOWNHOMES, PHASE 7 A DISTANCE OF 122.55 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 0.337 ACRES MORE OR LESS, AND AS SHOWN ON THE ACCOMPANYING PLAT, HAS BEEN LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND TRACTS AS SHOWN ON THIS PLAT AND DESIGNATED THE SAME AS BRUSH CREEK VILLAGE TOWNHOMES, PHASE 9, A SUBDIVISION IN THE TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO.

THE UNDERSIGNED ACCEPTS THE RESPONSIBILITY FOR THE COMPLETION OF ALL REQUIRED PUBLIC IMPROVEMENTS FOR THE BRUSH CREEK VILLAGE TOWNHOMES, PHASE 9.

EXECUTED THIS _____ DAY OF _____, A.D., 2016.

OWNERS: WYNTON HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY P.O. BOX 3908 EAGLE, CO 81631

BY: _____ JOHN L. PURCHASE, AS MANAGING MEMBER OF WYNTON HOMES, LLC.

STATE OF _____) S.S. COUNTY OF _____)

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016 BY JOHN L. PURCHASE, AS MANAGING MEMBER OF WYNTON HOMES, LLC.

WITNESS MY HAND AND OFFICIAL SEAL MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CLERK AND RECORDER'S CERTIFICATE:

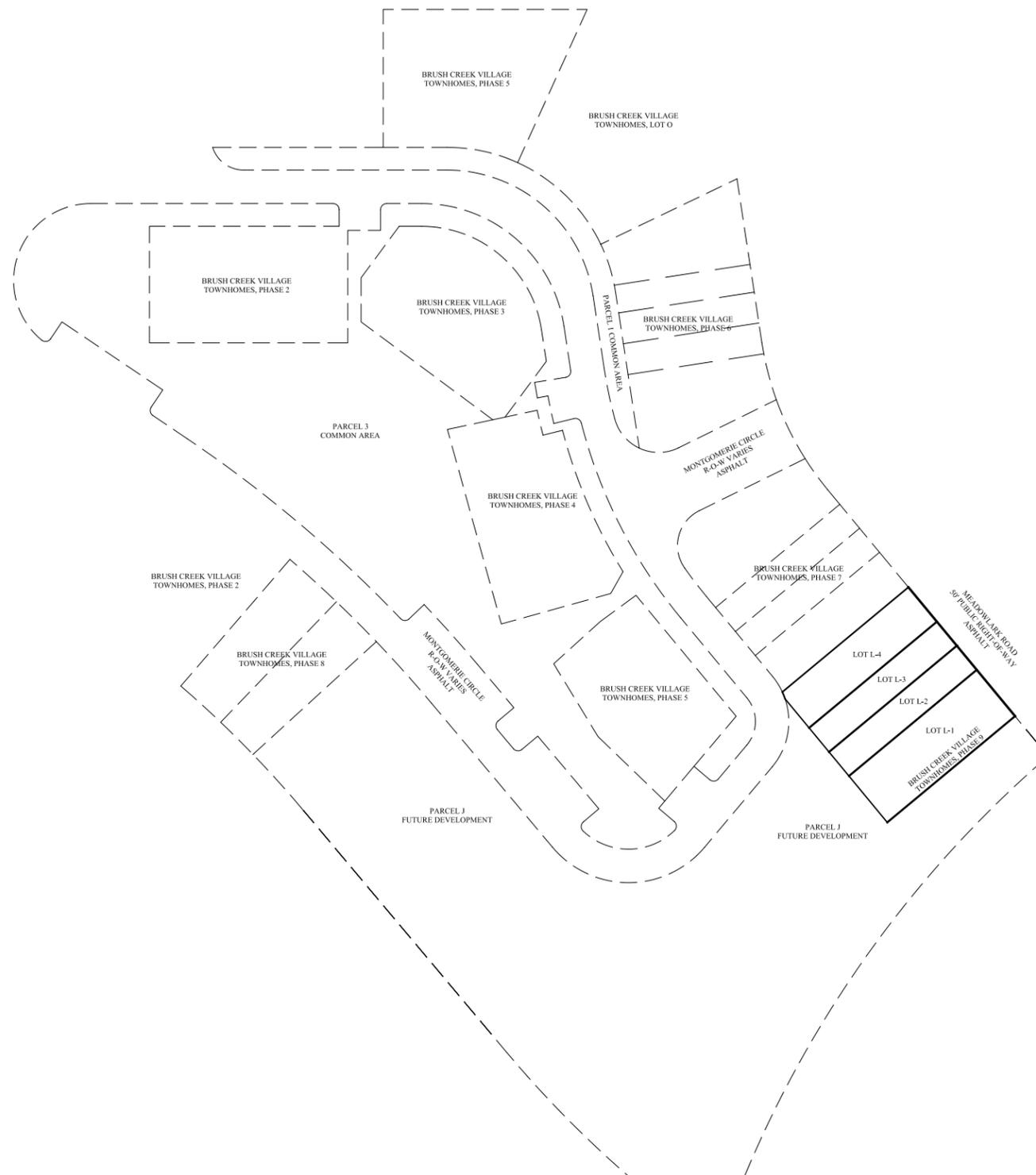
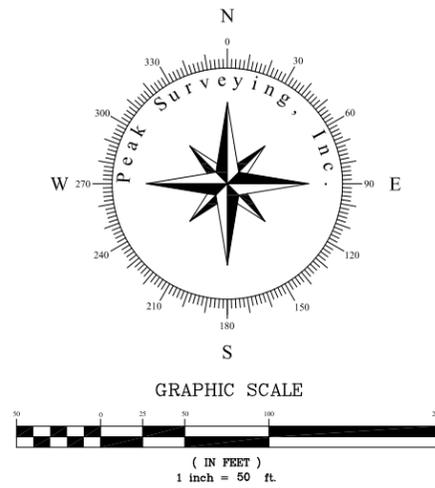
THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE EAGLE COUNTY, COLORADO CLERK AND RECORDER, AT _____ O'CLOCK _____ A.M., ON THE _____ DAY OF _____, 2016, AND IS DULY RECORDED IN BOOK _____, PAGE _____, AS RECEPTION NO. _____

BY: _____ EAGLE COUNTY CLERK AND RECORDER

BY: _____ DEPUTY

Project NO. 14083. FINAL PLAT BRUSH CREEK VILLAGE TOWNHOMES, PHASE 9 RE-SUB OF PARCEL J, BRUSH CK VILL COMMON AREA - S4, T5S, R84W, 6PM TOWN/COUNTY OF EAGLE, COLO. Project NO. 14083. Page 67 of 115. Includes logo for PEAK Surveying, Inc. and a table for recording details.

FINAL PLAT
BRUSH CREEK VILLAGE TOWNHOMES, PHASE 9
 A RESUBDIVISION OF PARCEL J, BRUSH CREEK VILLAGE TOWNHOMES COMMON AREA
 SITUATED IN SECTION 4, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M.
 TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO



 PEAK Surveying, Inc. P.O. Box 1746 - Rifle, CO 81650 Phone (970) 625-1954 - Fax (970) 579-7150 www.peaksurveyinginc.com	Drawn By:	JRN	NO.	Date	Revision	By	FINAL PLAT BRUSH CREEK VILLAGE TOWNHOMES, PHASE 9 RE-SUB OF PARCEL J, BRUSH CK VILL COMMON AREA - S4, T5S, R84W, 6PM TOWN/COUNTY OF EAGLE, COLO.	Project NO. 14083
	Checked By:	JRN						
	Date:	MARCH 16, 2016						
	Computer File:	083-BLDL-FP						
							2 OF 2 Page 68 of 115	



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, March 8, 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
Anne McKibbin, Mayor Pro Tem	Jenny Rakow, Interim Town Manager/Town Clerk
Sarah Baker	Tom Boni, Town Planner
Kevin Brubeck	Matt Farrar, Assistant Town Planner
Andy Jessen	Deron Dircksen, Assistant Engineer
Doug Seabury	Kevin Sharkey, Assistant Engineer

6:00 PM – REGULAR MEETING CALLED TO ORDER

Mayor Kostick called the meeting to order at 6:00 p.m.

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

Proclamation One Book One Valley – Lori Barnes, Vail Public Library was present for this item and gave a brief overview of the program. The book is titled We are Called to Rise. Board members were invited to event on March 24th. Mayor Kostick read the Proclamation into the record.

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

Minutes February 23, 2016

Bill Paying and Payroll February 2016

Trustee McKibbin had a correction and clarification regarding her activities on the ECO Trails plan, it is archaeological and not geological.

MOTION: Trustee McKibbin motioned to approve the Consent Agenda. Trustee Baker seconded. Mayor Kostick abstained. Motion PASSED.

DISCUSSION, DECISIONS OR DIRECTION REQUESTED

Community Request Hero Classic/Speak Up Reach Out – (Erin Ivie) *Request is being made for \$250 donation/sponsorship for event to be held on March 19th in Vail.*

Erin Ivie and Chris Dick were present for this item. This is for a charity hockey game for suicide prevention. Request is for Silver Sponsorship \$250.00.

MOTION: Trustee Baker motioned to approve \$250.00 for a Silver Sponsorship of the Hero Classic/Speak Up Reach Out hockey tournament. Mayor Kostick seconded. Motion PASSED unanimously.

STAFF UPDATES

Factual Summary of Estimated Operation & Maintenance Costs and Estimated Visitation & Related Revenue for the Eagle River Park (Tom Boni and Matt Farrar). A brief introduction was given for the purposes of the numbers included in packets. This was a request made by the Board and includes data from impact studies and other Towns with water parks.

Codification Contract Update (Jenny Rakow) Town Clerk provided breakdown of costs for project to be spread out over two fiscal years.

Public Works Project Updates – Tom Boni fielded some questions that came from this report on the development review.

Information Center Update (*Note: Glenwood Canyon closure*) No comments.

FUTURE AGENDA ITEMS

Trustee Baker asked for Building Official to check on Assisted Living Facility for compliance.

Mayor Kostick reminded everyone of Chambers 20/20 event next week.

Mayor Kostick would like to investigate utilizing Town Hall as a space for business in transition at reduced rates. Additionally Mayor Kostick stated he received a letter from a non-profit interested in the space. Jenny Rakow will contact.

ADJOURN (6:53 pm)

MOTION: Trustee McKibbin motioned to adjourn from the regular meeting. Mayor Kostick seconded. Motion PASSED unanimously.

Date

Yuri Kostick, Mayor

Jenny Rakow, CMC Town Clerk

ORDINANCE NO. 08
(Series of 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, APPROVING A SUBDIVISION WITHIN THE TOWN OF EAGLE TO BE KNOWN AS BRUSH CREEK VILLAGE TOWNHOMES, PHASE 9; AND APPROVING A SITE SPECIFIC DEVELOPMENT PLAN ESTABLISHING VESTED PROPERTY RIGHTS PURSUANT TO ARTICLE 68 OF TITLE 24, C.R.S., AND CHAPTER 4.17 OF THE EAGLE MUNICIPAL CODE.

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

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

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

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

WHEREAS, on March 16, 2016, the Town Planner of the Town of Eagle reviewed the Applicant’s proposed Final Plat at an administrative public hearing in accordance with Section 4.12.040 of the Eagle Municipal Code and recommended approval of such Final Plat; and

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

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

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

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

Section 1. That the Board of Trustees of the Town of Eagle, following study and review as required by law, hereby approves the resubdivision of Parcel J, Brush Creek Village Townhomes Common Areas Final Plat, Town of Eagle, County of Eagle, State of Colorado, into four (4) residential townhouse lots, as further described on the Final Plat of Brush Creek Village Townhomes, Phase 9 and in the Declaration of Covenants, Conditions and Restrictions of Brush Creek Village Townhomes.

Section 2. The division of property, which shall hereinafter be known and described as Brush Creek Village Townhomes, Phase 9, is contained within Parcel J, Brush Creek Village Townhomes, Common Areas, Town of Eagle, County of Eagle, State of Colorado.

Section 3. The approval of the Final Plat for Brush Creek Village Townhomes, Phase 9 is hereby designated and constitutes an approved site specific development plan for Brush Creek Village Townhomes, Phase 9 in accordance with Article 68 of Title 24, C.R.S., and Chapter 4.17 of the Eagle Municipal Code.

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

(a) File one copy of Brush Creek Village Townhomes, Phase 9, Final Plat, and the original of this subdivision Ordinance in the office of the Town Clerk of Eagle, Colorado; and

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

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

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

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

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

Section 5. The adoption of this Ordinance is expressly conditioned upon final

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

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on March 22, 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, APPROVING A SUBDIVISION WITHIN THE TOWN OF EAGLE TO BE KNOWN AS THE BRUSH CREEK VILLAGE TOWNHOMES, PHASE 9; AND APPROVING A SITE SPECIFIC DEVELOPMENT PLAN ESTABLISHING VESTED PROPERTY RIGHTS PURSUANT TO ARTICLE 68 OF TITLE 24, C.R.S., AND CHAPTER 4.17 OF THE EAGLE MUNICIPAL CODE.

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

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

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

Trustees voted "Nay":

_____, _____,
_____.

Second Amended PUD Guide

January 6, 2016

Art's Court Minor Planned Unit Development

LOT 1 REGULATIONS

1. USE AND DIMENSION STANDARDS

Use: Residential – 2 dwelling units
Home Occupation*

Front Setback - Building Envelope #1: 25 feet
Building Envelope #2: 20 feet

Rear Setback - Building Envelope #1: 20 feet
Building Envelope #2: 8 feet

Side Setbacks - Building Envelope #1 North: 10 feet, South: 12.5 feet
Building Envelope #2 North: 25 feet, South 8 feet

Maximum Floor Area - Building Envelope #1 3,700 square feet
Building Envelope #2 2,000 square feet

Lot Coverage - .60

Building Height – 35 feet

Access Driveway: Building Envelope #1: 20 feet maximum width
 Building Envelope #2: 12 foot maximum width

Landscape Requirements: A six foot high privacy fence and three deciduous trees are required along the rear property line behind Building Envelope #2. This privacy fence and these trees are required prior to the granting of a Certificate of Occupancy for the home to be constructed in this building envelope.

- Home Occupation Business to be conducted as provided in Section 4.04.100

Note: All terms are as defined in the Town of Eagle Land Use Code

2. CONFLICTS

The specific provisions of this Guide shall supersede those of the Town of eagle Land Use Code. However, where the Guide does not address an issue, the specific provisions of the Town of Eagle Land Use code shall prevail.



The Town of Eagle

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

Meetings:
2nd and 4th Tuesdays

MEMO

To: Town Board of Trustees
From: Kevin J. Sharkey
Date: March 17, 2016
Subject: Black Hills Pipeline Request for Temporary Construction Easement

Black Hills will be requesting additional work space (outside their easement) for the upcoming pipeline replacement project through Eagle Ranch, and a letter stating the Town of Eagle will allow access through the A&R property when it becomes owned by the Town. Representatives will provide a brief description of the project, details of the request, and will be prepared to answer questions. Please see the attached project map and access map for the A&R property.

For construction within their easement, Black Hills is required to obtain a Construction within the Right-of-Way permit. (Town of Eagle Municipal Code, Chapter 13.17). Here are some of the conditions we are proposing:

1. Revegetation requirements: We will have specific revegetation requirements, matching the BLM requirements.
2. Additional Security such as a Letter of Credit will be required for the estimated cost of revegetation.
3. During certain Town special events, as provided by Amy Cassidy, held on open space and trails: all trails must remain open, and construction activity must be at least 100 feet away from all trails.
4. Boring is required (13.17.170.C) Jacking and/or boring shall generally be considered feasible unless and until it has been demonstrated by the applicant that subsurface conditions prevent the possibility of jacking and/or boring.

Staff recommends the Town Board approve the request for additional work space, direct Ed Sands to prepare a Temporary Easement Agreement, and authorize the Mayor to sign the agreement. We recommend the agreement have the same terms and conditions as the Construction within the Right-of-Way permit. Furthermore, Black Hills will provide a letter for the Mayor's signature regarding access through the A&R property. Staff recommends the Town Board authorize the Mayor to sign this letter.

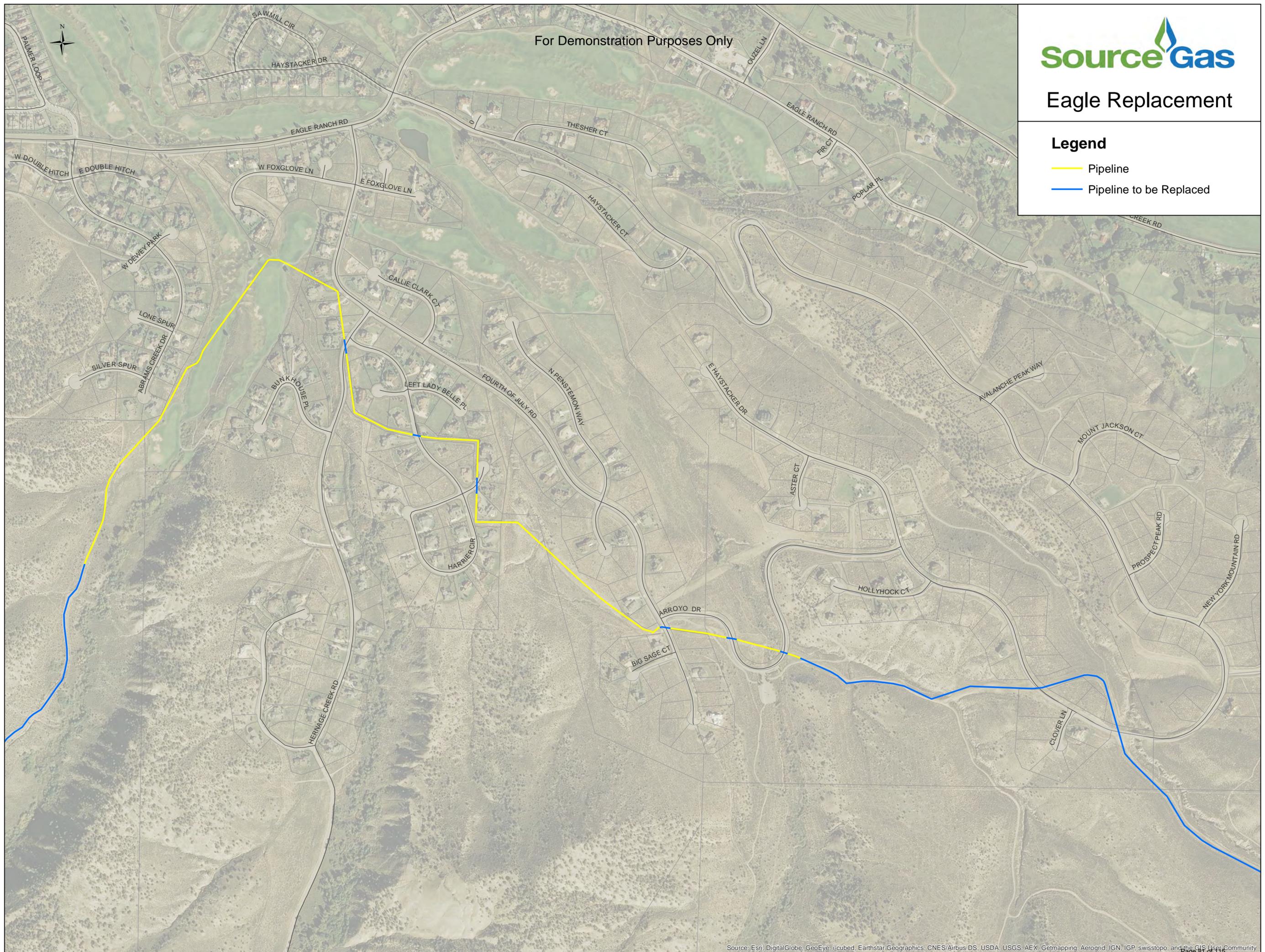
For Demonstration Purposes Only



Eagle Replacement

Legend

-  Pipeline
-  Pipeline to be Replaced





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: Jenny Rakow (Town Clerk) & Matt Farrar (Assistant Town Planner)
SUBJECT: Retail Marijuana Business Occupation Tax
DATE: March 22, 2016

Trustees-

As requested, staff has evaluated a tiered structure for the town's retail marijuana business occupation tax. Staff is recommending the tiered tax structure described below. In addition, staff is recommending that paraphernalia be exempt from the retail marijuana business occupation tax as there are other businesses in town that sell similar items for tobacco that are not subject to the occupation tax.

TIERED TAX:

Staff is recommending modifying the existing \$5 tax on all transactions to a tiered tax that would impose a \$1 tax on transactions of \$20 or less and a \$5 tax on transactions of \$20.01 or more.

The table below outlines the potential revenue impacts of the tiered tax on the town. It should be noted that the occupation tax is collected in addition to town sales tax on all transactions.

TOTAL TRANSACTIONS PER MONTH (AVERAGE)	EXISTING FEE	PROPOSED FEE		CHANGE IN MONTHLY FEE REVENUE	CHANGE IN ANNUAL FEE REVENUE ³	
	TOTAL FEE REVENUE (\$5 FEE)	TOTAL TRANSACTIONS PER MONTH ² (EXCLUDING PARAPHERNALIA)	TOTAL FEE REVENUE ¹ (\$1 FEE)			TOTAL FEE REVENUE ¹ (\$5 FEE)
1,000	\$5,000.00	950	\$285.00	\$3,325.00	- \$1,390.00	- \$16,680.00
2,500	\$12,500.00	2,375	\$712.50	\$8,312.50	- \$3,475.00	- \$41,700.00
4,000	\$20,000.00	3,800	\$1,140.00	\$13,300.00	- \$5,560.00	- \$66,720.00

¹ Assumes that 30% of transactions would be \$20 or less and 70% of transactions would be \$20.01 or more.

² Assumes that 5% of total transactions per month are for paraphernalia.

³ Any change in the volume of sales that might result from a \$1 fee on transactions of \$20 or less was not factored into this calculation.

ORDINANCE NO. 09
(Series of 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, AMENDING CHAPTER 5.16 OF THE EAGLE MUNICIPAL CODE IMPOSING AN OCCUPATION TAX ON THE PROVISION OF RETAIL MARIJUANA, AND RETAIL MARIJUANA PRODUCTS.

WHEREAS, at the November 5, 2013 coordinated election, a majority of the registered electors voting in such election approved the levy of an occupation tax in the amount of up to five dollars (\$5.00) for each sales transaction involving the sale and purchase of Retail Marijuana, Retail Marijuana Products and Marijuana Accessories by any Retail Marijuana Store, any Retail Marijuana Cultivation Facility and any Retail Marijuana Products Manufacturer within the Town of Eagle, effective January 1, 2014; and

WHEREAS, pursuant to the authorization received from the Town's registered electors, the Board of Trustees enacted Chapter 5.16 of the Eagle Municipal Code imposing an occupation tax on the provision of Retail Marijuana, Retail Marijuana Products and Marijuana Accessories by Retail Marijuana Establishments within the Town of Eagle which became effective on January 1, 2014; and

WHEREAS, the Board of Trustees of the Town of Eagle now finds and determines that Chapter 5.16 of the Eagle Municipal Code should be amended in the manner hereinafter set forth.

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

Section 1. That subsection (A) of Section 5.16.010 of the Eagle Municipal Code, concerning purpose, is hereby amended to read as follows:

- A. For the purposes of this Chapter every Retail Marijuana Store, Retail Marijuana Cultivation Facility and Retail Marijuana Products Manufacturer, as such terms are defined in the Retail Marijuana Code, Sections 12-43.4-101 *et. seq.*, C.R.S. that sells or furnishes Retail Marijuana or Retail Marijuana Products within the Town of Eagle for consideration is exercising a taxable privilege. The purpose of this Chapter is to impose a tax which will be paid by every Retail Marijuana Establishment in the Town of Eagle, which tax will provide additional revenue for the Town of Eagle;

Section 2. That subsection (B) of Section 5.16.020 of the Eagle Municipal Code, concerning Marijuana Accessories is hereby repealed in its entirety. The subsequent subsections shall be sequentially relettered.

Section 3. That subsection (J) of Section 5.16.020 of the Eagle Municipal Code is hereby amended to read as follows:

- J. "Sale" means for furnishing for consideration by any Person of Retail Marijuana or Retail Marijuana Products to another Person within the Town.

Section 4. That subsection (K) of Section of Section 5.16.020 of the Eagle Municipal Code is hereby amended to read by follows:

K. "Tax" means the Tax payable by the Vendor or aggregate amount of Taxes due from Vendor during the period for which the Vendor is required to pay the occupation Tax on the sale and purchase of Retail Marijuana or Retail Marijuana Products under this Chapter.

Section 5. That subsection (M) of Section 5.16.020 of the Eagle Municipal Code is hereby amended to read as follows:

M. "Vendor" means a person furnishing Retail Marijuana and Retail Marijuana Products to a Person for consideration within the Town.

Section 6. That Section 5.16.030 of the Eagle Municipal Code is hereby amended to read as follows:

5.16.030 Levy of Tax.

Pursuant to the authority granted by the Town's registered electors voting at the November 5, 2013 coordinated election, effective January 1, 2014 is hereby levied by the Town of Eagle an occupation Tax on the provision of Retail Marijuana and Retail Marijuana Products by Retail Marijuana Stores to Persons; or the provision by Retail Marijuana Cultivation Facilities to Retail Marijuana Stores not owned by the same Person or entity; or the provision of Retail Marijuana by Retail Marijuana Products Manufacturers to Retail Marijuana Stores not owned by the same Person or entity within the Town of Eagle in the amount of one dollar (\$1.00) per sales transaction under twenty dollars (\$20.00) and five dollars (\$5.00) per transaction over twenty dollars and one cent (\$20.01).

Section 7. Subsection (A) of Section 5.16.050 of the Eagle Municipal Code concerning the collection of tax, is hereby amended to read as follows:

A. Every Vendor providing Retail Marijuana or Retail Marijuana Products taxable under this Chapter shall remit such Tax on or before the tenth (10th) day of each month on account of Retail Marijuana or Retail Marijuana Products transactions in the preceding month. Said payment shall be accompanied by a return which shall contain such information and be in such form as the Town Clerk may prescribe.

Section 8. Subsection (E) of Section 5.16.050 of the Eagle Municipal Code, concerning collection of tax, is hereby amended to read as follows:

E. The Tax to be paid by a Vendor shall not be stated and charged separately from the sale price of Retail Marijuana or Retail Marijuana Products on any record thereof at the time when the sale is made or at the time when evidence of the sale is issued, provided, a Vendor may indicate the sales price "includes Town of Eagle Retail Marijuana Occupation Tax."

Section 9. Subsection (A) of Section 5.16.060 of the Eagle Municipal Code concerning audit of records is hereby amended to read as follows:

A. For the purpose of ascertaining the correct amount of the Occupation Tax on Retail Marijuana and Retail Marijuana Products transactions due from any Person engaged in such Retail Marijuana Business in the Town under this Chapter, the Town Clerk or an authorized agent, may conduct an audit by examining relevant books, accounts and records of such Person.

Section 10. Subsection (C) of Section 5.16.060 of the Eagle Municipal Code, concerning audit of records, is hereby amended to read as follows:

- C. Any exempt Person claiming an exemption under the provisions of this Chapter is subject to audit in the same manner as any other Person engaged in the sale of Retail Marijuana and Retail Marijuana Products in the Town.

Section 11. Section 5.16.070 of the Eagle Municipal Code, concerning tax overpayments and deficiencies, is hereby amended to read as follows:

Section 5.16.070 Tax Overpayments Deficiencies.

An application for refund of Tax monies paid in error or by mistake shall be made within three (3) years after the date of payment for which the refund is claimed. If the Town Clerk determines that within three (3) years of the due date a Vendor overpaid the occupation Tax on the provision of Retail Marijuana or Retail Marijuana Products, he/she shall process a refund or allow a credit against a future remittance from the same Taxpayer. If at any time the

Town Clerk determines the amount paid is less than the amount due under this Chapter, the difference together with the interest shall be paid by the Retail Marijuana Establishment within ten (10) days after receiving written notice and demand from the Town Clerk. The Town Clerk may extend that time for good cause.

Section 12. Section 5.16.090 of the Eagle Municipal Code, concerning forms and regulations, is hereby amended to read as follows:

Section 5.16.090 Forms and Regulations.

The Town Clerk is hereby authorized to prescribe forms and promulgate rules and regulations to aid in the making of returns, the ascertainment, assessment and collection of said occupation Tax on the provisions of Retail Marijuana or Retail Marijuana Products and in particular and without limiting the general language of this Chapter, to provide for:

- A. Form of report on the provision of Retail Marijuana and Retail Marijuana Products which shall be supplied to all Vendors; and
- B. The records which Retail Marijuana Establishments providing Retail Marijuana and Retail Marijuana Products are to keep concerning the Tax imposed by this Chapter.

Section 13. Effective Date. This Ordinance shall become effective May 1, 2016.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado held on February 23, 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 CHAPTER 5.16 OF THE EAGLE MUNICIPAL CODE IMPOSING AN OCCUPATION TAX ON THE PROVISION OF RETAIL MARIJUANA, AND RETAIL MARIJUANA PRODUCTS.

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":

_____, _____.

March 17, 2016

Town Of Eagle

Board of Trustees

The Sweet Leaf Pioneer has been open for retail marijuana sales since May 2014. As you know, we have a \$5 per transaction fee that is added to each applicable sale. Our store policy is for the staff to inform all consumers that this fee is required by the Town of Eagle. Repeatedly we have had encountered negative feedback regarding the town's \$5 flat fee per transaction.

From a single joint to an ounce, many feel as though the \$5 fee is too much on top of the taxes already imposed by state, county and town. We have plenty of customers remind us they shop up valley more frequently due to the \$5 fee. We feel as though this fee hampers our ability to compete with other retailers in the area.

We would like the town to reconsider imposing this fee and drop the fee on accessories all together. In addition, we feel as though there are businesses that sell the same or similar accessories in town that do not have this required fee.

Thank you for your time and consideration in this matter. Please feel free to contact me with any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Manzanares", with a long, sweeping horizontal stroke extending to the right.

David Manzanares

Sweet Leaf Pioneer LLC

Owner

1286 Chambers Ave #101 & #105

Eagle, CO 81631

(970) 328-9060

5\$ Transaction Fee

We, the citizens of Eagle Colorado, are asking to reconsider the \$5.00 transaction fee required for Sweet Leaf Pioneer.

According to Colorado's Department of Revenue, there are 938 Medical and Recreational Dispensaries. Within the in the entire State of Colorado there are *only two* stores that have a required additional 5\$ per transaction fee. Palisade and Eagle. We believe that this needs to change. This is why;

What We Have Heard from Customers

One customer, Jack, explained the situation in one analogy. "To give a clear comparison, if you were to buy a \$7.00 item at your local liquor store, such as a cheap bottle of wine, perhaps. Now, upon check out, you realize you are actually paying nearly \$15.00 for that said item. That's nearly *twice* the amount of the retail value for your item! Now, ask yourself, if your local liquor store added an additional \$5.00 *every* time you made a purchase,

would you go and make your purchases in another store that did *not* add on such a fee? Chances are you would.”

“Now, keep in mind, before that transaction fee, every purchase *already* has a total of 33.4% Tax.” Says one employee, Angela, of Sweet Leaf. “This accumulated tax is going to the State of Colorado as well as the Town of Eagle. So, in theory, the lack of business hurts more than the dispensary. This is because any customers who choose to bring their business elsewhere, namely, Eagle-Vail or Glenwood, who do not have such a fee, translates in a lost percentage of general taxes for the Town of Eagle.”

Another customer of Sweet Leaf, Dave, who resides in Gypsum, states that he is a local who stops at Sweet Leaf on a regular basis. “I have severe pain from a car accident which resulted in multiple permanent back injuries.”

His wife agrees. “He was in so much pain, and using marijuana products is the only way he can provide for our daughters and work his full time job without being crippled with debilitating pain.”

Dave reports, “With the high taxes of Marijuana, it makes it so hard for people who need it, to have access, especially people who are working just to make ends

meet. Some people cannot afford to go and buy several hundreds of dollars' worth of goods. If your living paycheck to paycheck; which many people in this valley are, believe it or not, you buy smaller amounts more frequently. This results in paying much more money in the \$5.00 Transaction fee." Dave adds, "We, as a progressive county, owe it to our locals, to not gouge them for something that has proved to be very medicinal and beneficial."

So, is this fee hurting our locals, more than tourists? Mia, who works within the resort industry, certainly thinks so. She also adds, "People, I believe, assumed this would be a great revenue that we would receive from tourists. But, it has played out, Eagle has less tourism than our up valley counterparts. We rely heavily on our locals throughout the majority of the year. And they certainly make more frequent purchases, which, you guessed it, costs them more money."

A customer, who has asked to remain anonymous because of her elevated career position, agrees. "If you were to just spend half a day, sitting inside this dispensary, you would realize, contrary to common belief, that the customers are not just losers or misfits getting high. You would realize, that in fact, the vast majority are lawyers, teachers, bankers, government officials, artists,

mothers, fathers, grand-parents and great-grand parents even. People who are respectable, upright and conventional people who contribute to our community. These are the people to use marijuana products. People like you and me.”

Thank you for your time and consideration upon the citizens of Eagle's behalf

~~Edi Moore~~ Andrew Johnson
~~Ally~~ Ally
Nancy Lee
~~J. Miller~~ Cynthia Tenorago
~~David~~ Jonathan Egan
~~Ann Cook~~ [Signature]
Paul Heffron
Dale Hain
[Signature]
John Full
[Signature]
Ann [Signature]
Tina Chirey
Fred Harris
[Signature]

Facebook \$5 comment

As the only shop in Eagle and one of the first of its kind, you have to respect a place like this. Recreational prices are definitely aimed at tourists or people with money - my red card had lapsed and I bought a joint for... \$16 - but hey, I can't blame them for making their money.

Friendly staff and way better prices on the redcard side of things. Would recommend.



Town of Eagle Police Department

March 16, 2016

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

RE: Staff Proposed Modifications for Title 8, "Animals" of the Eagle Municipal Code

Dear Town Board of Trustees,

In January, our Honorable Judge, Buck Allen, presented concerns regarding Title 8 of the Town Code for Eagle, titled, "Animals." These concerns were subsequently addressed with department staff and reviewed with our legal advisor.

It should be noted that during the process of review, a change occurred with the director of the Eagle County Animal Control Shelter. I elected to continue with the proposed modifications to Title 8 with current staff, as I believed it unreasonable to await the fulfillment of a new director for this review.

Attached, please find the final draft of proposed addendums related to the concerns previously addressed, including those by Judge Allen. It is our opinion that these proposed modifications are consistent with best practice standards and aligned with our values of due process.

In summary, some highlighted modifications include:

- Removal of minimum mandatory fines except in cases involving vicious animals.
- Clearly denoting that a dog license is required after such pet resides in Eagle for a thirty (30) day period (for any dog over 3-months of age).
- Habitual offender provisions apply to convictions of a pet owner in Eagle County only. Vicious animals, as related to habitual offenders, apply to convictions within the State of Colorado.
- Habitual offender provisions may be suspended by the court. The minimum mandatory fine of \$300.00 is only applicable in cases where a person owns or harbors a dangerous or potentially dangerous animal
- Clarify the exceptions of tethering a pet animal on private property.
- Clarification of the quarantine process, disposition of impounded animals at the shelter and process for the humane euthanization of dangerous animals.

Thank you for your consideration.

Regards,

Joey Staufer

Chief of Police Joey Staufer
Town of Eagle Police Department
Office: 970-328-6351
Fax: 970-328-9659

ORDINANCE NO. 07
(Series 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO AMENDING CERTAIN PROVISIONS CONTAINED IN CHAPTER 8.12 OF THE EAGLE MUNICIPAL CODE CONCERNING ANIMAL CONTROL.

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

Section 1. That subsection (N) of Section 8.12.020 of the Eagle Municipal Code, concerning definitions, is hereby amended to read as follows:

N. "Habitual Offender" means any pet animal owner who has pled guilty to, or been found guilty of, violating any provision of this Chapter or similar provisions of an Eagle County resolution or ordinance of another municipality in Eagle County, three (3) times within any twenty-four (24) consecutive month period and such offenses do not involve a previously classified potentially dangerous animal or dangerous animal. "Habitual Offender" also means any pet animal owner who has pled guilty to, or been found guilty of, violating any provision of this Chapter, or similar provisions of a county resolution or ordinance of another municipality in the State of Colorado and such offense involves a previously classified potentially dangerous animal or dangerous animal, three (3) times within any twenty-four (24) consecutive month period. For the purposes of this Chapter, pleading guilty pursuant to a deferred judgment and sentence shall be considered a violation for purposes of determining a habitual offender.

Section 2. That subsection (A) of Section 8.12.040 of the Eagle Municipal Code, concerning annual dog licensing, is hereby amended to read as follows:

- A. All dogs over the age of three (3) months shall have a valid pet animal license issued by the Town or any agency designated by the Board of Trustees in writing, such as Eagle County Animal Services, after the dog has been kept, maintained, or harbored in the Town for any consecutive thirty (30) day period.

Section 3. That subsection (D) of Section 8.12.060 of the Eagle Municipal Code, concerning failure to control pet animal, is hereby amended to read as follows:

- D. A pet animal is tethered upon any public property or is tethered upon private property without the permission of the person owning, leasing, or otherwise controlling the property in question;

Section 4. That Section (K) of Section 8.12.060 of the Eagle Municipal Code, concerning to control a pet animal, is hereby amended to read as follows:

- K. (1) Any person who is convicted of, or any person whose pet animal violates, the provisions of subsections (A), (B), (H), or (J) for the first time in twenty-four (24)

consecutive months such and offense does not involve a previously classified potentially dangerous animal or danger animal commits a non-criminal municipal offense punishable by a fine of not less than forty dollars (\$40.00). Any person who is convicted of, or any person whose pet animal violates the provisions of subsections (A), (B), (H) or (J) or similar provisions contained in an Eagle County resolution or ordinance of a municipality located in Eagle County for a second time in twenty-four (24) consecutive months and such offense does not involve a previously classified potentially dangerous or dangerous animal commits a Class B municipal offense punishable by a fine of not less than one hundred dollars (\$100.00) and possible incarceration. Any person who is convicted of, or any person whose pet animal violates, the provisions of subsections (A), (B), (H), or (J), or similar provisions contained in an Eagle County resolution or ordinance of a municipality located in Eagle County for third or subsequent time within twenty-four (24) consecutive months and such offense does not involve a previously classified potentially dangerous or dangerous animal commits a Class B municipal offense punishable by a fine of not less than two hundred fifty dollars (\$250.00) and possible incarceration.

(2) Any person who is convicted of, or any person whose pet animal violates, the provisions of subsections (C), (D), (G), or (I) for the first time within twenty-four (24) consecutive months and such offense does not involve a previously classified potentially dangerous or dangerous animal commits a non-criminal municipal offense. Any person who is convicted of, or any person whose pet animal violates, the provisions of subsections (C), (D), (G), or (I), or similar provisions contained in an Eagle County resolution or ordinance of a municipality located in Eagle County for second or subsequent time in twenty-four (24) consecutive months and such offense does not involve a previously classified potentially dangerous or dangerous animal commits a Class B municipal offense.

(3) Any person who is convicted of, or any person whose pet animal violates, the provisions of subsections (A), (B), (C), (D), (E), (H), (I), or (J) for the first time within twenty-four (24) consecutive months and such offense does involve a previously classified potentially dangerous or dangerous animal commits a Class B municipal offense and shall be subject to a fine in an amount not less than two hundred dollars (\$200.00) and possible incarceration.

(4) Any person who is convicted of, or any person whose pet animal violates, the provisions of subsections (A), (B), (C), (D), (E), (H), (I), or (J), or similar provisions contained in a county resolution or ordinance of another municipality located in the State of Colorado, for a second time within twenty-four (24) consecutive months and such offense involves a previously classified potentially dangerous or dangerous animal commits a Class A municipal offense and shall be subject to a fine of not less than five hundred dollars (\$500.00) and possible incarceration. Said minimum fine shall not be suspended by the Court.

(5) Any person who is of, or any person whose pet animal violates, the provisions of subsections (A), (B), (C), (D), (E), (H), (I) or (J), or a similar provision contained in a county resolution or ordinance of another municipality located in the State of Colorado for any third or subsequent offense and such offense involves a previously classified dangerous animal commits a Class A municipal offense and shall be subject to a minimum fine of nine-hundred ninety nine dollars (\$999.00) and possible incarceration. Said minimum fine shall not be suspended by the Court.

(6) Any person who violates the provisions of subsections (F) or (G) commits a non-criminal municipal offense.

Section 5. That Section 8.12.170 of the Eagle Municipal Code, concerning destruction of dangerous animals, is hereby amended to read as follows:

8.12.170 Destruction of Dangerous Animals. A. It shall constitute a Class A municipal offense to own a classified dangerous animal.

B. Any animal that is classified as dangerous shall be humanely euthanized in accordance with any recommended State of Colorado standards after being quarantined for the period provided by law.

Section 6. That subsection (C) of Section 8.12.190 of the Eagle Municipal Code, concerning the quarantine of pet animals, is hereby amended to read as follows:

C. If the quarantine of a pet animal is deemed necessary, the disposition of the animal will be at the discretion of the Town, which may include a home quarantine, quarantine by Eagle County Animal Services, or quarantine by State of Colorado officials.

Section 7. That subsection (A) of Section 8.12.220 of the Eagle Municipal Code, concerning disposition of impounded animals shall be amended to read as follows:

A. Any animal impounded pursuant to the provisions of this Chapter shall become the property of the Town after ten (10) days of impoundment after which the Town may humanely euthanize the animal in accordance with any recommended State standards. For the purposes of this Section, a "day" means a twenty-four (24) hour period beginning at the time of the day at, and the date on, which the animal was taken into public custody.

Section 8. That subsection (B) of Section 8.12.220 of the Eagle Municipal Code, concerning disposition of impounded animals, shall be amended to read as follows:

B. The Town's designated animal shelter may humanely euthanize any animal in accordance with any recommended State standards at any time prior to the expiration of the ten (10) day impoundment period if the animal is seriously injured or ill, or if the animal poses a risk to the health of any person.

Section 9. 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 upon conviction 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 a 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.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado held on February 23, 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 CERTAIN PROVISIONS CONTAINED IN CHAPTER 8.12 OF THE EAGLE MUNICIPAL CODE CONCERNING ANIMAL CONTROL.

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":

_____, _____,
_____.



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: March 22, 2016 Town Board Meeting
Re: Vail Honeywagon Contract Extension

As you may recall, in 2015 the Town reviewed the contract with Vail Honeywagon and conducted a public survey regarding services. A committee was formed with staff, board members and Matt Donovan from Vail Honeywagon. After reviewing data and having several meetings regarding services and customer satisfaction, the only substantial request was to consider a pilot program for single stream and/or cardboard recycling.

It is important to note that the public survey returned high satisfaction rates. Minimum concerns centered around recycling, which has been determined to be a direction we will continue to explore solutions.

The contract in your packets includes some minor changes and builds in some flexibility to continue an open communication between both parties regarding customer needs and making changes to the program, including the pilot program.

Admin/Billing staff met separately with Vail Honeywagon and added language for clarification between both parties to ensure smoother operations and better handling of customer service. These are the bulk of the additions.

Mr. Donovan has acknowledged the ability to reduce rates beginning April 1, 2016 by \$1 per customer, each month.

STAFF RECOMMENDATION: Staff recommends approval of the Contract between Town of Eagle and Vail Honeywagon for a period of three years.

RESOLUTION NO. 16
(Series of 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES TOWN OF EAGLE, COLORADO
APPROVING A FIRST AMENDMENT TO AGREEMENT CONCERNING REFUSE
COLLECTION AND DISPOSAL SERVICES AND CURBSIDE RECYCLING SERVICES.

WHEREAS, the Town has provided residential refuse collection and disposal services to single family and multi-family residential units within the Town of Eagle for several decades in accordance with Colorado statutes; and

WHEREAS, the Town desires to continue to provide said residential refuse collection and disposal services within the Town through use of an independent contractor; and

WHEREAS, the Town entered into an agreement with Vail Honeywagon Enterprise Inc., a Colorado corporation, for refuse collection and disposal services and recycling services on February 24, 2009 and said agreement was automatically renewed for an additional three (3) year term; and

WHEREAS, on or about March 25, 2014, the Town provided Vail Honeywagon Enterprises Inc. with a notice of its intent to terminate the existing agreement for refuse collection and disposal services and recycling services in accordance with Section 4 of said agreement; and

WHEREAS, the Town terminated the existing agreement effective April 1, 2015, and enter into a new agreement for a term of one (1) year with Vail Honeywagon Enterprises Inc.

WHEREAS, the Town entered into a new Agreement with Vail Honeywagon Enterprises, Inc. on March 24, 2015 which expires on March 31, 2016; and

WHEREAS, the Town now desires to amend said existing Agreement.

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

Section 1. The First Amendment to Agreement Concerning Refuse Collection And Disposal Services And Curbside Recycling Services between the Town of Eagle and Vail Honeywagon Enterprises, Inc., attached hereto as Exhibit "A and incorporated herein by this reference is hereby approved.

Section 2. The Mayor of the Town of Eagle is hereby authorized and direct to execute the First Amendment attached hereto on behalf of the Town of Eagle.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the

Town of Eagle, Colorado, held on March 22, 2016.

TOWN OF EAGLE, COLORADO

By: _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Town Clerk

FIRST AMENDMENT TO AGREEMENT CONCERNING REFUSE COLLECTION AND DISPOSAL SERVICES AND CURBSIDE RECYCLING SERVICES

THIS FIRST AMENDMENT is made and entered into this ___ day of _____, 2016, by and between the TOWN OF EAGLE, COLORADO, a municipal corporation ("Town") and VAIL HONEYWAGON ENTERPRISES INC., a Colorado Corporation ("Contractor").

RECITALS

WHEREAS, the Town entered into an Agreement concerning residential refuse collection and disposal services and recycling services with Contractor on February 24, 2009 ("Initial Agreement"); and per the contract the initial three (3) year term rolled over into a second three (3) year term; and

WHEREAS, on March 25, 2014, the Town provided Contractor with a notice of its intent to terminate the existing Initial Agreement in accordance with Section 4 of said Initial Agreement; and

WHEREAS, the Town elected to terminate the Initial Agreement effective April 1, 2015, and enter into a new Agreement with Contractor; and

WHEREAS, the Town and Contractor entered into a new Agreement ("Second Agreement") concerning refuse collection and disposal services and curbside recycling services on March 24, 2015, and said Second Agreement will expire on March 31, 2016; and

WHEREAS, the Town and Contractor now desire to amend said Second Agreement as hereinafter set forth.

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

1. Section 4 of the Second Agreement is hereby amended to read as follows:

Section 4. Term.

The parties hereby agree that this Agreement shall be effective as of April 1, 2016 and shall terminate on March 31, 2022, unless otherwise terminated pursuant to Section 13 this Agreement (the "Term"). Thereafter, the Agreement shall continue in full force and effect for succeeding three (3) year periods (each a "Renewal Term"), unless the Town notifies the Contractor of its intent to review the status of refuse collection and disposal services at least one hundred eighty (180) days prior to the end of the then current Renewal Term ("Intent to Review"), Contractor notifies the Town of its intention to terminate the Agreement at least one hundred eighty (180) days prior to the end of the then current Renewal Term or the Agreement is otherwise terminated pursuant to Section 13 of this Agreement. In the event the Town timely provides notice of Intent to Review, the parties shall meet at

least one hundred fifty (150) days prior to the expiration of the then current Renewal Term and negotiate in good faith a continuation of the Agreement on the same terms or other terms as agreed to by the parties. The requirement to negotiate in good faith includes, but is not limited to, negotiating the price for the services by the Contractor prior to bidding the services to other individuals or entities. If after negotiating in good faith the parties are unable to reach an agreement, this Agreement shall terminate at the end of the then current Renewal Term.

All terms and conditions of the Agreement shall remain the same during each Renewal Term, except for payment terms which will be adjusted pursuant to Section 10 below.

2. The Second Agreement is hereby amended to include the following additional paragraph:

4A. Service Area.

Contractor will provides Services (as herein defined) to all single family homes and multi-family complexes of up to and including eight (8) units (each and "Account") within the Town limits of the Town of Eagle commencing April 1, 2016 (the "Service Area"). Upon the request of Contractor, the Town shall provide a list of all addresses located within the Service Area. In the event the Town annexes any land, such annexed land will be included in the Service Area; however the rate structure for such land will be determined upon mutual agreement of the Town and Contractor once the land has been annexed.

3. Section 8 of the Second Agreement is hereby amended to include the following additional subsections:

8.14 Trash Containers: The Town will make trash containers for existing Accounts in the Service Area available for this Agreement, Contractor will provide 96-gallon roll-a-waste containers for new Accounts and for replacement containers due to normal wear and tear once the current inventory of containers owned by the Town is exhausted. All containers or receptacles supplied by Contractor shall remain the property of Contractor. All containers or receptacles are to remain on the premises of the assigned address. Contractor reserves the right to bill the Town (cost plus \$25 delivery fee) for gross negligence that results in damaged container by a resident and / or replacement of containers removed/ "lost" from assigned residence. All containers or receptacles and dumpsters originally supplied by the Town and currently being used for the provision of Services within the Service Area will remain the property of the Town.

8.15 Recycle Bins: Contractor will supply two recycle bins to each Account. All recycle bins shall remain the property of Contractor during the Term of this Agreement. In the event this Agreement is terminated pursuant to Section 13 herein or otherwise expires and the parties fail to enter into a Renewal Term, the Town agrees to purchase the recycle bins from Contractor at a price to be agreed upon by the parties.

8.16 Collection:

i. 96-gallon Containers: Contractor will collect refuse one time per week and recycled refuse every other week. Refuse and recycled refuse shall be picked up at the curb in front of each Account located in the Service Area.

ii. Dumpster Accounts: Contractor will collect refuse from dumpster accounts 1-3 times per week, depending on the size and location of the dumpster.

8.17 Community Clean-up: Contractor will provide free of charge several 40 yard roll-off containers at a central location for use by residents of the Town of Eagle during the Town community clean-up in the spring of each year of this Agreement or each year of any Renewal Term (each a "Contract Year"). The community clean-up will be a one-day event held on a Saturday from 8 a.m. to 1 p.m. The containers will be placed in a location mutually agreed upon by the Town and Contractor. In the event the amount of refuse at any community clean-up is such that Contractor must use more than five 40 yard roll-off containers to haul such refuse, Contractor will charge a fee of \$225 per each additional container, plus applicable fuel surcharges and landfill fees. The maximum number of additional containers allowed per community clean-up will be pre-approved by the Town.

8.18 Christmas Tree Recycling: Contractor will provide free of charge one 40 yard roll-off container for Christmas tree recycling during the month of January of each contract year. Contractor will haul a maximum of three full containers to the Eagle County Landfill to be recycled. The container will be placed in a location mutually agreed upon by the Town and Contractor.

8.19 Website: Contractor will provide a specific link to its website (www.vailhoneywagon.com) for residents of the Town of Eagle. The site will contain printable recycle and holiday schedules, a "How to Recycle Guide" and other specific information for residents of the Town of Eagle.

8.20 Special Events: Contractor shall provide collection services free of charge for the special events listed on Exhibit A.

8.21 Special Items: Contractor will collect "special" refuse items ("Special Items") (i.e. appliances, furniture, yard waste, move-outs, etc.) from Accounts upon reasonable advance notice. Additional charges for Special Items are set forth on Exhibit B attached hereto. These charges will be billed to the Town with a reference to the date, address and item pick-up.

8.22 Contingency Plans. Contractor is committed to providing service without interruption and will maintain the following contingency plans:

a. Unforeseen Events or Extreme Weather: In the event extreme weather or some other condition prevents Contractor from providing Services pursuant to this Agreement, Contractor and the Town will work together to assess the situation, determine when Services can resume, and determine how to best communicate the plan

to residents of the Town of Eagle. Notification of any such plan will be provided via Contractor's website and, if necessary, via public service announcements. Emergency personnel shall have primary and overriding authority in the event safety is an issue. When Services resume, Contractor will attempt to dispatch additional trucks and manpower to complete its Services as soon as possible.

b. Landfill: In the event Contractor cannot access the Eagle County Landfill, Contractor will make arrangements to haul refuse to another landfill.

c. Hydraulic Spills: All Contractor trucks are equipped with "spill kits" and drivers are trained to quickly address any hydraulic spills. Contractor's response includes all items necessary to clean the spill, including a hot water pressure washer. Contractor will work closely with property owners to be sure the results of the clean-up are acceptable.

8.23 Process for Managing Missed Collections. In the event refuse is not collected from an Account as scheduled, Contractor's dispatch will determine the reason, and Contractor will respond as follows:

a. Failure to put out Refuse: If the Account did not have its refuse out at the time of Contractor regularly scheduled collection, Contractor may, in its discretion, schedule a return collection trip. Based on the proximity of the Contractor truck to the Account at the time of notification of the need for a return trip, Contractor may charge a return trip fee. Contractor will charge a return trip fee ("Return Trip Fee") for any excessive return trips for one Account, and the Town will be notified.

b. Missed Collection: If the Account was missed due to Contractor's error, then a return trip is scheduled free of charge.

8.24 Quarterly Reporting. Within 15 calendar days after the close of each calendar quarter, Contractor shall submit the following information to the Town for the preceding three (3) months relating to Services performed pursuant to this Agreement:

a. current listing of all Accounts with a tabulation of account changes that occurred during the quarter;

b. tons of trash collected;

c. estimated tons of acceptable recyclables collected;

d. Town's revenue share for acceptable recyclables (if any) including calculations;

e. copy of customer complaint log, if any;

f. description of any vehicle accidents or infractions, if any;

g. record of any implementation of Contingency Plans and resolutions;

h. any request for a Fuel Surcharge or Landfill Tip Fee adjustment.

3. Section 9 of the Second Agreement is hereby amended to include the following additional subsections:

9.4 Receptacles: The Town will make trash containers for existing Accounts in the Service Area available for use under this Agreement. The Town shall be responsible for the cost to repair trash carts or receptacles and/or the cost to replace such receptacles if such damage or destruction is caused by the Town, its agents, employees, or any Account. Town is further liable for replacement cost of container(s) that “disappear “or are suspected to have been removed upon property transfer.

9.5 The Town shall promptly notify Contractor of any property damage caused by Contractor that the Town becomes aware of.

4. Section 10 of the Second Agreement is hereby amended to read as follows:

Section 10. Fees and Charges: In consideration of the performance by Contractor of the Services pursuant to this Agreement, the Town shall pay to Contractor on a monthly basis the following fees (collectively the “Service Fees”):

A. Services: For Services described in Section 4 of this Agreement, an amount equal to the rate charged for each Account times the number of Accounts serviced during the preceding month as follows:

i. Single Family Residences:

- Price for first 96-gallon cart: \$24.36 per Account
- Price for each subsequent 96-gallon cart: \$19.48 per Account

ii. Multi-Family Complexes up to eight Units

- Price for first 96-gallon cart: \$24.36 per Account
- Price for each subsequent 96-gallon cart: \$19.48 per Account

iii. Public Facilities Free of charge

B. Billing Discrepancies: Town staff may adjust additional fee charges to customer in the event the fee is deemed to be in error. Adjustments to accounts must be recorded and reported to Vail Honeywagon and reviewed annually

C. Reload charges: A reload fee of \$15 per emptied container will be assessed for waste that is not in the assigned container. If container must be re-loaded a second time the fee will be \$30 and so on.

D. Foreclosures: Homes that are under bank controlled foreclosure and unoccupied will not be billed for services. The Town must notify Vail Honeywagon when the home resumes occupancy. Vail Honeywagon may retroactively bill for services provided to homes that have been occupied but not billed.

E. Service start dates commence upon TCO (temporary certificate of occupancy)

F. Policy regarding trash billing for single family homes with Accessory Dwelling Units (ADU's): Beginning August 11 2011 trash billing for single family homes with ADU's will be similar to single family homes without ADU's. That is, each single family home, with or without an ADU, will be billed for atleast one 96 gallon trash container. Any single family home, either with or without an ADU, needing a second (or any additional containers) 96 gallon container will be charged at the normal rate; this is, an 80% surcharge over and above the charge for the first container.

Any existing single family customers with ADU's who currently have multiple containers and desire to have only one container must contact the Town to request removal of the additional container and the two recycle bins. Once container have been removed the billing will be adjusted.

Customers may not request to add/remove containers for time periods less than six (6) months.

D. Contingency Plan Fees. Contractor will bill the Town at a rate of \$200.00 per hour per truck to operate under any Contingency Plan. This fee will be in addition to any fees charged for the regularly scheduled Services rendered pursuant to this Agreement. In addition, Contractor will charge a fee of \$33.03, or the then current Landfill rate, per ton of refuse disposed of at any landfill in connection with any Contingency Plan operation.

E. Return Trip Fees. Contractor shall bill the Town at a rate of \$35.00 for any Return Trip Fees referenced in Section 6.a. herein.

F. Flat prices for Overflow/Bulky Service. Fees for overflow/bulky service will be charged to the Town at the rates set forth in Exhibit "B".

G. Costs Relating to Services.

(1) Fees charged shall be adjusted annually for inflation, using the Consumer Price Index for the Denver-Boulder Area, all urban consumers (CPI-U), as published by the U.S. Bureau of Labor and Statistics, using the Index for the last half of the prior year to the first half of the current year, released in August of each year, as further described in Exhibit "_____" (referred to as the "Index"). The adjusted Fees shall become effective on January 1, 2017. Such Index can be found at: <http://stats.bls.gov/ro7/cpiden.htm>.

(2) If the Index is discontinued, Contractor and the Town shall agree upon a comparable statistic on the cost of living for the Denver, Boulder metropolitan area as computed and published by any agency of the United States Government or by a responsible financial periodical or recognized authority. If Contractor and the Town fail to agree on a replacement index, they will submit the question of a replacement index to an arbitrator in accordance with the rules and regulations of the American Arbitration Association.

(3) For example, if the 2016 rate is \$24.36 and the increase is 3.0% for 2016 according to the Denver-Boulder CPI-U, then the rate is adjusted to \$22.92 ($\22.25×1.03) beginning with the January 2016 billing.

10.3 Additional Fees to be Charged by Contractor:

All refuse collected for disposal by Contractor shall be hauled to the Eagle County land fill or to another approved disposal site. The charge for disposal shall be included in the initial rate set forth in the Proposal for each residential unit serviced by Contractor. Such charges shall be adjusted annually based on increase(s) in the Eagle County Land fill tip fees. For example, if Eagle County announces fee increases in December 2016 applicable for 2017, and the tipping fees are raised by \$2.00 per ton, then monthly user rates are adjusted by 14% beginning January 2016 as follows: $\$22.25 + (\$2.00 \times 14\%) = \$22.53$.

The table attached hereto as Exhibit "_____" and incorporated herein by this reference sets forth the fuel surcharge to be used during the term of this Agreement. Contractor will submit to the Town quarterly the average monthly fuel price paid for the previous three (3) months beginning April 1, 2016. That price will serve as the index to adjust rates for the next quarter. For example, if fuel averages \$3.00 per gallon for the first quarter of 2016, the monthly service charge is \$22.92 according to Exhibit "_____".

IN WITNESS WHEREOF, the parties, by our duly authorized agents, hereto affix our signatures and seals this _____ day of _____ March, 2016.

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

By: _____
Yuri Kostick, Mayor

ATTEST:

Jenny Rakow, Acting Town Clerk

VAIL HONEYWAGON ENTERPRISES, INC.
a Colorado corporation

Title_____

ATTEST:

Secretary

2016 Recreation Committee

NAME	PHONE	EMAIL	POSITION
1. Adam Palmer	970-328-8734	Adam.palmer@eaglecounty.us	AT LARGE
2. Allison Kent	970-390-8530	aokent@me.com	AT LARGE
3. Scott Hershman	303-990-0577	mountainclaritycolorado@gmail.com	AT LARGE
4. Michael McCormack	970-485-5847	mikemac@uncommoncommunications.net	AT LARGE
5. Liana Moore	970-471-4428	Liana.moore@gmail.com	AT LARGE
6. Nancy Olson	801-791-2914	nancyonabike@gmail.com	AT LARGE
7. Sacha Kostick	970-331-4790	sachahkostick@gmail.com	AT LARGE
8. Jay Lucas	970-390-6601		AT LARGE
9. Jeff Boyer	970-328-2882	jboyer@eagleranchgolf.com	AT LARGE
10. Mick Daly	970-948-5950	mickdaly@gmail.com	EAGLE CHAMBER
11. Peter Dann	970-790-2324	pdann@eastwestresorts.com	EAGLE RANCH
12. Eric Olsen	970-328-8970	eric.olsen@eagleschools.net	EC SCHOOLS
13. Lonnie Leto	970-328-5155	Eagle.co@americinn.com	MEAC
14. Rily Dudley			STUDENT
15. Ella Srholez			STUDENT
16. Anne McKibbin	970-471-0723	Anne.mckibbin@townofeagle.org	TOWN BOARD
17. Jason Cowles	970-445-7516	jjcowles@gmail.com	TOWN P&Z
18. Matt Farrar	970-328-6354	Matt.farrar@townofeagle.org	TOWN STAFF
19. Sheryl Staten	970-328-5277	sheryl@wecmrd.org	WECMRD



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: March 22, 2016 Town Board Meeting
Re: Old Town Hall Use

After receipt of a letter to the Mayor, I met with Amy Ben-Horin and Linda Minor who are with Ute Springs Experiential Learning Center. It is their strong desire to relocate in downtown Eagle to be closer to the community they serve and provide a better access for their organization. They would like to use it as soon as April 1st.

I am currently working on securing some cost estimates with our Buildings and Grounds Department. I want to do a cost analysis. We will have a painting estimate, deep carpet cleaning, monthly service cleaning estimate, utilities and any other costs related to the building. Current estimate for office space leases in Town of Eagle is average \$10 NNN.

I have asked our Building Official to review the inspection done in 2015 in regards to asbestos and provide me with a detailed summary of those findings, including options for remediation. My understanding is the building is safe for use and has only been tested and areas identified for "clean up" if we wanted to move walls or disturb the current configuration, which is currently not a desire or recommendation. Remodel is definitely a consideration in the future and we have identified grants that can assist. I consider this current request a temporary use that will evolve.

Additionally, Ute Springs has partners they could bring to the table if we can reach an agreement on their use of the space regarding cleanup and possibly growing into a non-profit center similar to simpatico for business. This is just an idea for evolution of Old Town Hall uses, but I would like to continue the discussion.

DIRECTION SOUGHT:

Due to the current interest in using the building by non-profit members of our community, I would like the Board to give the staff direction regarding its desired use of this building. Current and prior users were for – profit. In review of the public input potential uses recently hosted by the Sonoran Institute, there is strong desire to make this a community space for non-profit entities. Good news: we have interest and this building needs some life!



March 8, 2016

Town of Eagle Board of Trustees

Dear Valued Members of our community,

We are writing on behalf of the Ute Springs Experiential Learning Center organization.

We are a rapidly growing non-profit in Eagle County looking for gifted office space of 800 to 1,000 square feet within the town of Eagle.

Ute Springs Experiential Learning Center has been created to address a need for social-emotional learning within our community. Our focus is to bring increased self and, social-awareness, self management, responsible decision making and leadership skills while connecting to place through an adventure-based curriculum.

We currently operate out of a private home on Salt Creek Rd in Eagle, hosting camps throughout the whole of the Vail Valley. Through our summer camps and in-school programming we have over 21,000 contact hours with the children and adults in our community. We have grown from 8 summer camp sessions to 17 for 2016. Our partnership with the Eagle County School District has allowed us to expand our winter programming in addition to having the honor of engaging the Transition to Life young adults.

Our partnership with Mountain Valley Horse Rescue, among 40 incredible acres on Bruce Creek, allows children and adults to explore the wonders of nature among the serenity of the horses.

Both of these partnerships provide opportunities for campers, students, parents and teachers to explore new terrain and embrace social/emotional learning within adventure-based programming in a multitude of ways. We seek to enrich and lead all, so our community thrives!

We look to you for assistance to continue this great work and aspire to yet another amazing working partner for the betterment of our community.

We appreciate your consideration,

A handwritten signature in black ink, appearing to read "Amy B", written over a light blue horizontal line.

Amy Ben-Horin

Executive Director

A handwritten signature in black ink, appearing to read "Linda Miner", written over a light blue horizontal line.

Linda Miner

Co-Founder/Board Member



2015 Highlights

Ute Springs Experiential Learning Center was established in 2014 to address the disconnect today's youth is experiencing and to empower them, through nature-based experiences, to lead within our community.

We see the importance of outdoor adventure and creative play. Recent documentation shows, on average, kids spend 5-7 hours a day in front of a screen and only 4-7 MINUTES a day in nature. Free-play stimulates creativity and nurtures connection. Outdoor adventure assists in developing such fundamental skills as self and social awareness, self management and responsible decision making. Not to mention, its just plain FUN!

At Ute Springs, we believe that kids who learn through our C.A.R.I.N.G. (compassion, adventure, relationships, integrity, nature and giving back) values, experience understanding about who they are, allowing for a richer connection with their community.

Our second year has been full of successes, for our campers and our organization! We seek to expand and continue sharing the amazing experiences with our youth of Eagle County and beyond!

Some of our 2015 highlights include:

- 15 summer camp programs for youth 7- 18 years of age
- 8 High School Counselors-in-Training were trained and worked within summer camp programs while earning school credit
- Summer programs were 85% full
- Elementary afterschool programming to 3 Eagle County Schools
- Gifted and Talented and Advanced Learning Programs at Eagle Valley Middle School and Gypsum Creek Middle School
- Enrichment days with the Transition to Life program
- SOLE (Students and Outdoor Learning Environments) in collaboration with Eagle Valley Elementary and Colorado Parks and Wildlife
- 2nd through 8th grade multi-day adventure programs with Homestake Peak School
- Teacher Professional Development

As we seek to provide intentional programs that meets the needs of our community, we need your help. Our goal is to insure that the Ute Springs programs continue to provide meaningful experiences and that all kids in Eagle County have access to these programs.

With ongoing, year-round programming we have the opportunity to provide tools to youth that will help them embrace their personal power while connecting with others, empowering them to become leaders within their communities and live with joy.

We appreciate the chance to share our mission with the Town of Eagle collective and look forward to the possibility of growing together.

We thank you for your consideration!!

ANNUAL COST OF PROPOSED POSITIONS:

ANNUAL WAGES		41,600.00	
RETIREMENT		2,912.00	
BONUS		600.00	
HEALTH & DENTAL INSURANCE			
Family	25,443.48	21,044.34	
Single	9,786.00		
VISION INSURANCE		172.72	
Family	21.52		
Single	7.69		
LTD INSURANCE		355.35	
WORKERS COMP INSURANCE		1,862.43	
LIFE INSURANCE		199.26	
		68,746.10	Annual Cost
		\$ 137,492.21	TOTAL

COST OF PROPOSED POSITIONS THROUGH END OF 2016

ANNUAL WAGES		27,733.33	
RETIREMENT		-	
BONUS		400.00	
HEALTH & DENTAL INSURANCE		12,275.87	
VISION INSURANCE		172.72	
LTD INSURANCE		236.90	
WORKERS COMP INSURANCE		1,241.62	
LIFE INSURANCE		132.84	
		42,193.28	Requested Amount
		\$ 84,386.56	TOTAL

Our Values:

1. **Integrity** - being honest and having strong moral principles; consistent in treatment of citizens and each other.
2. **Teamwork** – providing support to each other; being efficient and considerate in use of our time.
3. **Accountability** – responsibility and exceeding expectations
4. **Efficiency** - accomplishing tasks with the least waste of time and effort; competency in performance; accomplishing a job with a minimum expenditure of time and effort
5. **Honesty** - being honest and fair.
6. **Honor** – respect; reputation; high moral standards of behavior.

Our Vision:

We are: **accountable**, **efficient** and **honest**; we **honor integrity** and **teamwork**.

Our Mission:

To enhance our sense of community while promoting a safe, courteous and cooperative environment through effective leadership, planning and implementation.

Our Commitment:

Providing opportunities for all residents and visitors to enjoy an exceptional quality of life.