



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, April 26, 2016**

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

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

6:00 PM – REGULAR MEETING CALLED TO ORDER

Oaths of Office for New Board Members *(Honorable Judge Buck Allen)*

Anne McKibbin – Mayor Four Year Term Expiring in 2020
Kevin Brubeck – Trustee Four Year Term Expiring in 2020
Mikel “Pappy” Kerst – Trustee Four Year Term Expiring in 2020
Paul Witt – Trustee Four Year Term Expiring in 2020
Matt Solomon – Trustee Two Year Term Expiring in 2018

Mayor Welcome *(Anne McKibbin)*

Appointment of Mayor Pro Tem

PUBLIC COMMENT

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

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

1. Minutes – April 12, 2016

2. Ordinance 10-2016 An Ordinance Of The Town Of Eagle, Colorado, Approving The Second Amended PUD Guide For The Art’s Court Minor Planned Unit Development, Lot 1; And Approving An Amendment To A Site Specific Development Plan Establishing Vested Rights Pursuant To Article 68 Of Title 24, C.R.S. And Section 4.17.030 Of The Eagle Municipal Code *(Minor PUD Amendment approved by Planning Commission)*

3. Resolution No. 22 (Series Of 2016) A Resolution Of The Board Of Trustees Town Of Eagle, Colorado Approving An Intergovernmental Agreement Between Eagle County, Colorado And The Town Of Eagle, Colorado For Acquisition, Preservation And Management Of The A & R Investment Property. *(Correcting minor clerical error in previous IGA which was approved and signed on April 12, 2016)*

DISCUSSION, DECISIONS OR DIRECTION REQUESTED

1. Town Manager Employment Contract

- a. Discussion regarding process up to this point
- b. Opportunity for Questions and Answers from New Board Members & Public
- c. Identify any needs for additional information
- d. Review Contract and Terms
- e. Discuss option to postpone decision until full board is present

2. Recommendation for Approval - Bond Underwriter Proposal *(Bond Committee reviewed proposals with Ken Marchetti and his memo provides details regarding recommendation for approval of D.A. Davidson and to sign the engagement letter.)*

3. A&R Property Acquisition – Review of Draft Conservation Easement *(John Staight, Open Space Coordinator)*

4. Board Retreat Dates *(Current preference is to have retreat in Eagle, need to determine facilitator date and location.)*

5. Board Meeting Date with Water Attorneys Mary Elizabeth Geiger and Michael Erion *(Proposed Dates are: May 3, 4, 5, 10 or 11 – time requested is during the day and not during the evening, unless held on May 3rd.)*

6. Black Hills Energy Pipeline Project Update *(Kevin Sharkey, Town Engineer)*

7. Direct Report Appointments *(Appointment of Town Clerk position and discussion regarding timing of Treasurer, Town Manager, Judge and Attorney Contract)*

LAND USE

Project:	Revisions to Section 4.03.040 - Definitions and Section 4.04 - Zoning of the Town of Eagle Land Use & Development Code
File #:	LURA16-01
Applicant:	Town of Eagle
Location:	N/A
Staff Contact:	Matt Farrar (Assistant Town Planner)
Request:	<p>1. Revise Section 4.03.040 to define dog daycare facility. <i>(Continued to the May 10, 2016 TBOT Meeting)</i></p> <p>2. Revise Section 4.04.070 to define regulations for dog daycare facilities. <i>(Continued to the May 10, 2016 TBOT Meeting)</i></p> <p>3. Revise Section 4.04.070 to modify regulations for indoor recreation facilities.</p> <p>4. Revise Section 4.04.070 to define regulations for marijuana testing facilities. <i>(Continued to the May 10, 2016 TBOT Meeting)</i></p> <p>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>(Continued to the May 10, 2016 TBOT Meeting)</i></p>

Ordinance No. 12 (Series of 2016) An Ordinance Of The Town Of Eagle, Colorado Amending Section 4.03.040 Of The Eagle Municipal Code Concerning Land Use And Development Code Definitions By Adding Definitions For The Terms “Indoor Recreation Facility”, “Shooting Range”, And “Theater”; And Amending Section 4.04.070 Of The

Eagle Municipal Code Concerning The Schedule Of Uses Permitted In Non-Residential Zone Districts, By Adding The Above Terms To Such Schedule. *(Matt Farrar, Assistant Town Planner)*

STAFF UPDATES AND REQUESTS

1. **Eagle Recreation Committee** *(First Meeting held April 20, 2016 and Minutes attached, please note priority topics listed from the group)*
2. **Old Town Hall Update** *(Memo from Town Clerk)*
3. **Board Committees** *(Itemize and assign board members to various local committees to ensure coverage)*

EXECUTIVE SESSION – Previous Personnel Actions CRS § 24-6-402(4)(f)

BOARD DISCUSSION AND 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



The Town of Eagle

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

Meetings:
2nd and 4th Tuesdays

OATH

I, Anne McKibbin, so solemnly swear that I will support the Constitution and laws of the United States, the Constitution and laws of the State of Colorado, and the Ordinances and Codes of the Town of Eagle, and that I will faithfully perform all duties of the office of Mayor of the Town Board of Trustees, upon which I am about to enter.

Sworn to this 26th day of April, 2016.

Anne McKibbin

Notary



The Town of Eagle

Box 609 • Eagle, Colorado 81631
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Meetings:
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OATH

I, Kevin Brubeck, so solemnly swear that I will support the Constitution and laws of the United States, the Constitution and laws of the State of Colorado, and the Ordinances and Codes of the Town of Eagle, and that I will faithfully perform all duties of the office of the Town Board of Trustees, upon which I am about to enter.

Sworn to this 26th day of April, 2016.

Kevin Brubeck

Notary



The Town of Eagle

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Meetings:
2nd and 4th Tuesdays

OATH

I, Mikel “Pappy” Kerst, so solemnly swear that I will support the Constitution and laws of the United States, the Constitution and laws of the State of Colorado, and the Ordinances and Codes of the Town of Eagle, and that I will faithfully perform all duties of the office of Town Board of Trustees, upon which I am about to enter.

Sworn to this 26th day of April, 2016.

Mikel “Pappy” Kerst

Notary



The Town of Eagle

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Meetings:
2nd and 4th Tuesdays

OATH

I, Paul Witt , so solemnly swear that I will support the Constitution and laws of the United States, the Constitution and laws of the State of Colorado, and the Ordinances and Codes of the Town of Eagle, and that I will faithfully perform all duties of the office of Town Board of Trustees, upon which I am about to enter.

Sworn to this 26th day of April, 2016.

Paul Witt

Notary



The Town of Eagle

Box 609 • Eagle, Colorado 81631
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Meetings:
2nd and 4th Tuesdays

OATH

I, Matt Solomon, so solemnly swear that I will support the Constitution and laws of the United States, the Constitution and laws of the State of Colorado, and the Ordinances and Codes of the Town of Eagle, and that I will faithfully perform all duties of the office of Town Board of Trustees, upon which I am about to enter.

Sworn to this 26th day of April, 2016.

Matt Solomon

Notary



The Town of Eagle

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Meetings:
 2nd and 4th Tuesdays

MINUTES
Town Board of Trustees
Tuesday, April 12, 2016
6:00 P.M.

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

*This agenda and the meetings can be viewed at www.townofeagle.org.
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This meeting is recorded and a CD will become part of the permanent record of the minutes. The following is a condensed version of the proceedings as written by Angela Haskins.

PRESENT	STAFF
Yuri Kostick, Mayor	Jenny Rakow, Interim Town Manager/Town Clerk
Anne McKibbin, Mayor Pro Tem	Ed Sands, Town Attorney
Andy Jessen	Tom Boni, Town Planner
Doug Seabury	Matt Farrar, Assistant Town Planner
Geoff Grimmer	Kevin Sharkey, Assistant Engineer
Kevin Brubeck	John Staight, Open Space Coordinator

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.

Steve Casey from Holy Cross Energy presented the Town of Eagle with the Community Enhancement Fund check in the amount of \$41,664.00 which represents a 1% return on amount collected for energy use.

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 – March 22, 2016

Bill Paying and Payroll for March 2016

Trustee Brubeck noted correct to minutes to include board member Grimmer as present.

MOTION: Trustee Brubeck motioned to approve Consent Agenda with correction noted. Motion was seconded and PASSED unanimously.

DISCUSSION, DECISIONS OR DIRECTION REQUESTED

JHY Property

Resolution 18 – 2016 A Resolution Of The Board Of Trustees Town Of Eagle, Colorado Approving An Agreement Concerning Reimbursement Of Costs With Brue Capital Partners, LLC

Agreement Concerning Reimbursement of Costs with Brue Capital Partners LLC (*JHY Property, Tom Boni, Town Planner*)

Tom Boni stated staff is requested approval of the Resolution to allow recapture of reimbursable expenses on the JHY project, which may include engineering and legal.

MOTION: Trustee McKibbin motioned to approve Resolution 18-2016. Motioned was seconded and PASSED unanimously.

Resolution 17 – 2016 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Supporting The Grant Application For A Local Parks And Outdoor Recreation Grant From The State Board Of The Great Outdoors Colorado Trust Fund And The Completion Of Eagle Valley Elementary School IB And Community Play Yard (*Eagle Valley Elementary and GOCO Grant Request for additional In-Kind Services in 2017, MOU and Resolution in Support to obtain grant. Town of Eagle is submitting this on behalf of the School.*)

Tiffany Dougherty, Principal of Eagle Valley Middle School was present for this item. Parents and students presented their ideas for the grant on design of the new playground. Requesting Town support via Resolution and MOU. Town is applying for the grant on behalf of the school. Tiffany also requested the Town to consider in-kind donation and support. The Town will consider those options and any budget implications for 2017.

MOTION: Trustee McKibbin motioned to approve Resolution 17-2016 with a change to Section #4 of the MOU to be approved by the Town Attorney prior to Mayor’s signature. Motion was seconded and PASSED unanimously.

Recommendation of Award - Wall Street Water Main Replacement (Deron Dircksen, Assistant Town Engineer)

Dusty Walls Public Works Direction was present on behalf of Deron Dircksen. Mr. Walls stated the bid is straightforward and staff is looking for approval of the bid. This will replace the last of the steel line in town and is a four inch line.

MOTION: Trustee Brubeck motioned to approve the Award to Schofield Excavation, Inc. in the amount of \$143,687.35.

A&R Property Purchase

Resolution 19 – 2016 A Resolution Of The Board Of Trustees Town Of Eagle, Colorado Approving A Contract For The Purchase Of Property From A & R Investment Company, A Colorado Limited Liability Company.

Resolution 20-2016 A Resolution Of The Board Of Trustees Town Of Eagle, Colorado Approving An Intergovernmental Agreement Between Eagle County, Colorado And The Town Of Eagle, Colorado For Acquisition, Preservation And Management Of The A & R Investment Property.

Resolution 21-2016 A Resolution Of The Board Of Trustees Town Of Eagle, Colorado Approving An Agreement Between The Town Of Eagle, Colorado And The Eagle Ranch Association For The Acquisition, Preservation And Management Of The A & R Investment Property.

Contract for Purchase and Sale of Property *(Previously executed)*

IGA With Eagle County for Acquisition, Preservation and Management of the A&R Investment Property

Agreement Between Town of Eagle and The Eagle Ranch Association for Acquisition, Preservation and Management of the A&R Investment Property

John Staight was present for this item. The Resolutions being asked for approval are to ratify and put in place agreements outlining the acquisition costs, preservation of conservation easement, management and access of the A&R Property with Eagle County and Eagle Ranch. Black Hills Project was discussed, Ed Sands stated current owners and purchase agreement does address the pipeline. Also discussed was renaming the property after purchase is finalized.

MOTION: Trustee McKibbin motioned to approve Resolution 19-2016, Resolution 20-2016 and Resolution 21-2016. Motion was seconded and PASSED unanimously.

Ordinance 11 Series 2016 An Ordinance Of The Town Of Eagle, Colorado Amending Section 2.04.013 Of The Eagle Municipal Code And Subsection (E) Of Section 2.04.035 Of The Eagle Municipal Code Concerning The Compensation To Be Paid To Members Of The Board Of Trustees And To The Mayor Of The Town Of Eagle *(It was discovered during review of Code Book this increase was not official adopted by Ordinance, although it was approved in a public meeting and budgeted to begin in April 2008.)*

MOTION: Trustee McKibbin motioned to pass Ordinance 11-2016. Motion was seconded and PASSED unanimously.

Town Manager Employment Offer

A brief synopsis of process to reach this point was provided by Mayor Kostick. Board members who participated in the process, staff, consultants and public member Mick Daly made their finalist recommendations to the Board. In the interest of keeping the process moving and the candidates interested, it is being proposed to begin the negotiating process a preferred candidate so their appointment and start date can begin. A draft contract has been started and will continue in a draft form with a formal presentation for adoption by the new board. This is not a selection, but a named candidate for new board to address more concrete terms.

Public comment:

Mick Daly was questioning what purpose of naming a preferred finalist at this point will do.

Paul Witt asked board not to name a preferred finalist and to leave it up to the new board.

Board members iterated they believed this would clearly state the board’s endorsement and serves to conclude their participation in the process by giving its input for consideration. They also felt it was critically important to send a positive message to these candidates that we are continuing the process. The perception could be considered to have been promoted ungraciously with media coverage and the Town should do it’s best to uphold the integrity of the process and complete its duty. Staff considerations are also relevant in this decision, as extending the deadline only continues to postpone this new leadership for them and may only serve to stall. The new board on April 26th can choose to do whatever it wants with the recommendation and does not have to accept what is being offered as the committee finalists with this endorsement. This not dismiss the second finalist as they are both excellent, qualified and suitable for the position.

Ed Sands stated negotiations can continue and an endorsement or recommendation is not legally binding.

Trustee McKibbin stated for the record the Board is continuing its conversations and negotiations with John Schneiger for the position. This is no way dismisses the second candidate or eliminate him from the process until an agreement has been reached. The proposed contract will be the board packets as a work product for review.

BREAK: Mayor Kostick called a break at 7:30 p.m. Meeting resumed at 7:40 p.m.

LAND USE

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</i>
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</i>

MOTION: Trustee Motioned to Continue File #DR15-05 and File #MS15-02 until the May 24th Town Board Meeting. Motion was seconded and PASSED unanimously.

STAFF UPDATES AND REQUESTS

Worksession for New Board Members (*Would like to have worksession to update on current projects, issues and updates for transition. Also discuss orientation and board retreat ideas and timing*)

Worksession will be held on Wednesday, April 20th from 4-6 p.m. New Board Members, Current Board Members, P&Z will be invited. Town staff will provide incoming board to get up to speed and provide transition.

<p>Direct Report Appointments (<i>Discussion on Appointments of Town Manager, Clerk, Treasurer and Judge</i>) Timing of appointments will be planned for first meeting in May. Clerk review was completed and additional appointees will also have reviews completed in the timeframe needed for appointments.</p>
<p>Eagle County Climate Action Plan (<i>Update by Anne McKibbin</i>)</p> <p>Trustee McKibbin asked the board to provide feedback on what Eagle can do to meet climate actions goals and sustainability set by this this group.</p>
<p>Election Results and Next Steps (<i>Clerk Memo</i>) No Discussion.</p>
<p>Eagle Visitor Center Update (<i>Information only, however please note increases</i>) No Discussion</p>
<p>Submission of Town of Eagle – River Corridor Plan to the APA Colorado 2016 Chapter Awards Nomination (<i>Matt Farrar</i>) No Discussion</p>
<p>Vail Valley Partnership Success Awards (<i>Discuss table options for the event – Finalist for Innovation in Local Government for Single Track Sidewalks and Amy Cassidy finalist for Tourism Professional of the Year</i>)</p> <p>Board agreed individually to support purchase of table. A reminder and RSVP will be sent out to confirm attendees.</p>
<p>Black Hills Energy Update</p> <p>Kevin Sharkey stated he is working on the permit process. Also participating is Eagle Ranch Metro and HOA regarding conditions and discussions regarding easements. Additional meetings and updates are forthcoming.</p>
<p>Town Personnel Policies Update (<i>Task list update from Clerk specific questions can be asked and staff can prepare responses.</i>)</p> <p>Town Clerk Jenny Rakow briefed the Board on current Human Resources related projects and issues being dealt with. Working with Consultants and Finance Director on best practices and implementing changes to our policies and structure. The changes are necessary and may be difficult, but is priority as a fiduciary duty to citizens.</p>
<p>Sales Tax Brief Update (<i>Due to Clerk schedule, only raw data available but its good news!</i>)</p>

FUTURE AGENDA ITEMS

Board Retreat Dates and Topics

ADJOURN (9:27 pm)

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

Date

Yuri Kostick, Mayor

Jenny Rakow, CMC Town Clerk

ORDINANCE NO. 10
(Series of 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, APPROVING THE SECOND AMENDED PUD GUIDE FOR THE ART'S COURT MINOR PLANNED UNIT DEVELOPMENT, LOT 1; AND APPROVING AN AMENDMENT TO A SITE SPECIFIC DEVELOPMENT PLAN ESTABLISHING VESTED RIGHTS PURSUANT TO ARTICLE 68 OF TITLE 24, C.R.S. AND SECTION 4.17.030 OF THE EAGLE MUNICIPAL CODE.

WHEREAS, on April 14, 1992, the Board of Trustees of the Town of Eagle adopted Ordinance No.4, Series of 1992 approving the Art's Court Minor Planned Unit Development; and

WHEREAS, Ordinance No. 4, Series of 1992, incorporated by reference the PUD Guide for the Art's Court Minor Planned Unit Development; and

WHEREAS, on January 12, 1993, the Board of Trustees adopted Ordinance No. 2, Series of 1993 approving the First Amendment to the PUD Guide for the Art's Court Minor Planned Unit Development; and

WHEREAS, the owner of the subject property, Jose Banuelos ("Owner"), desires to again amend the PUD Guide for the Art's Court Minor Planned Unit Development in regard to revised building envelopes; and

WHEREAS, the Town of Eagle has given proper and timely posted and published notice of a public hearing before the Town of Eagle Planning & Zoning Commission; and

WHEREAS, the Planning & Zoning Commission approved the second amended PUD Guide for the Art's Court Minor Planned Unit Development, Lot 1, dated January 6, 2016, and approved an Amended Final Plat for Art's Court Minor Planned Unit Development, Lot 1, showing the revised building envelopes.

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

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

(A) The Second Amended PUD Guide for the Art's Court Minor Planned Unit Development, Lot 1, dated January 6, 2016, attached hereto as Exhibit "A", and incorporated herein by this reference, complies with all applicable laws and regulations of the State of Colorado and the Town of Eagle.

(B) All notices required for the public hearing at to which the Town of Eagle Planning & Zoning Commission considered the Second Amended PUD Guide for the Art's Court Minor

Planned Unit Development, Lot 1, were properly and timely published or posted in accordance with applicable laws and regulations of the State of Colorado and the Town.

(C) The public hearing at which the Planning & Zoning Commission considered the Second Amended PUD Guide for the Art's Court Minor Planned Unit Development were held and conducted in accordance with all applicable laws and regulations of the State of Colorado and the Town.

(D) Pursuant to Section 4.11.050 of the Eagle Municipal Code, the Town and the Owner by mutual agreement are permitted to amend the previously approved First Amended PUD Guide contained within the PUD Development Plan.

(E) The Owner of the Art's Court Minor Planned Unit Development, Lot 1, has approved the Second Amended PUD Guide.

(F) The Town's approval of the Second Amended PUD Guide for the Art's Court Minor Planned Unit Development, Lot 1, complies with the conditions set forth in Section 4.11.050 of the Eagle Municipal Code, will further the goals, policies and plans of the Town, and is in the best interest of the public health, safety and general welfare of the inhabitants of the Town.

Section 2. The Second Amended PUD Guide for the Art's Court Minor Planned Unit Development, Lot 1, dated January 6, 2016, together with the Amended Final Plat for Art's Court Minor P.U.D., Lot 1 are hereby approved and said Second Amended PUD Guide shall be deemed to replace, supersede and control the previously approved PUD Guides for Lot 1 of the Art's Court Minor Planned Unit Development.

Section 3. After the effective date of this Ordinance, it shall be unlawful for any person to erect, construct, reconstruct, use or alter any building or structure or to use any land in violation of the Second Amended PUD Guide for the Art's Court Minor Planned Unit Development, Lot 1. Any person who violates any provisions of the Second Amended PUD Guide shall be guilty of a criminal offense. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof which any violation of any of the provisions of the Second Amended PUD Guide are committed, continued or permitted and shall be subject to fines and/or imprisonment as provided under the Eagle Municipal Code.

Section 4. The Second Amended PUD Guide for the Art's Court Minor Planned Unit Development, Lot 1, shall constitute approval of a site specific development plan establishing vested rights pursuant to Article 68 of Title 24, C.R.S., and Section 4.17.030 of the Eagle Municipal Code.

Section 5. Within fourteen (14) days after approval of this Ordinance, the Town Clerk, on behalf of the Town of Eagle, is hereby authorized and directed to:

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

(B.) Concurrently with the publication required in the immediately preceding subsection, publish a notice advising the general public that approval of the Second Amended PUD Guide for the Art's Court Minor Planned Unit Development and related amended final plat shall constitute an amendment to the PUD Development Plan establishing vested property rights; and

(C) File for record one (1) certified copy of the Second Amended PUD Guide and amended final plat for Art's Court Minor PUD, Lot 1, with the Clerk and Recorder of Eagle County, Colorado.

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

TOWN OF EAGLE, COLORADO

By: _____
Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Publication Date:

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

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, APPROVING THE SECOND AMENDED PUD GUIDE FOR THE ART'S COURT MINOR PLANNED UNIT DEVELOPMENT; AND APPROVING AN AMENDMENT TO A SITE SPECIFIC DEVELOPMENT PLAN ESTABLISHING VESTED RIGHTS PURSUANT TO ARTICLE 68 OF TITLE 24, C.R.S. AND SECTION 4.17.030 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

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.

Owner: **Jose Banuelos**

Signature: *Jose Banuelos* **Date:** 4-13-2016

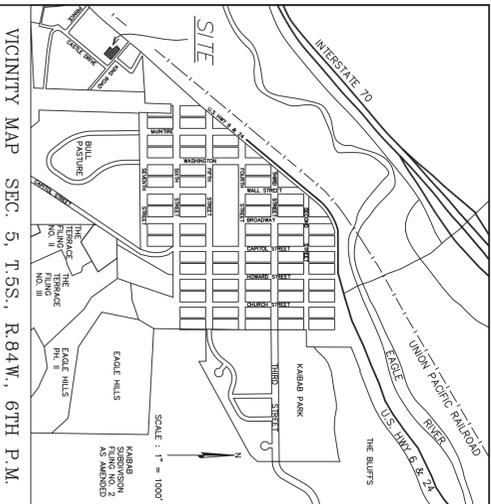
Mayor: *Anne M. Kibbins*
~~Yuri Kostick~~

Signature: _____ **Date:** _____

Attest: Clerk **Jenny Rakow**

Signature: _____ **Date:** _____

**AMENDED FINAL PLAT
ART'S COURT MINOR P.U.D., LOT 1,
TOWN OF EAGLE,
COUNTY OF EAGLE, STATE OF COLORADO**



SURVEYOR'S CERTIFICATE

I, Richard E. Borden, do hereby certify that I am a Professional Land Surveyor licensed under the laws of the State of Colorado, that this Plat is a true, correct and complete Plat of

COUNTY OF EAGLE, STATE OF COLORADO;
TOWN OF EAGLE,
ART'S COURT MINOR P.U.D., LOT 1

as laid out, platted, dedicated and shown hereon, that such Plat was made from an accurate survey of said property by me or under my supervision and control, showing the location and dimensions of all easements, stakes upon the ground in accordance with the provisions of the U.S. Survey System, and all other regulations governing the subdivision of land.

EXECUTED this _____ day of _____, 2015.

Richard E. Borden
P.L.S. 30084

CERTIFICATE OF DEDICATION AND OWNERSHIP

We, Jose Banuelos and Sylvia Banuelos, the sole owners in fee simple of all that real property described as follows: P.U.D., A RESUBDIVISION OF LOT 10-B, BLOCK 40, WEST EAGLE ADDITION TO THE TOWN OF EAGLE, EAGLE COUNTY, COLORADO according to the plat recorded June 3, 1992 in Book 581 at Page 574 as Reception No. 477482, County of Eagle, State of Colorado have by these presents laid out, platted and subdivided the same into lots and blocks as shown on this plat and designate the same as

ART'S COURT MINOR P.U.D., LOT 1

COUNTY OF EAGLE, STATE OF COLORADO;

and do hereby grant, convey, dedicate and set apart to the Town of Eagle, County of Eagle, Colorado, for the public use the drainage and utility easements shown hereon for drainage and utility purposes only and a blanket emergency access easement for all public or common areas. We hereby accept the responsibility for the completion of all required public improvements.

COUNTY OF EAGLE, STATE OF COLORADO;
TOWN OF EAGLE,
ART'S COURT MINOR P.U.D., LOT 1

and further, hereby grant the right to install and maintain all necessary structures to the entity responsible for providing the services for which the easements are established.

EXECUTED this _____ day of _____, 2015.

OWNER: Jose Banuelos
P.O. Box 2185
Eagle, Colorado 81631

By: _____
Jose Banuelos

STATE OF COLORADO }
COUNTY OF EAGLE } SS

The foregoing Certificate of Dedication and Ownership was acknowledged before me this _____ day of _____, 2015,
by Jose Banuelos as owner.

Witness my hand and official seal.

My commission expires: _____

Notary Public _____

OWNER: Sylvia Banuelos
P.O. Box 2185
Eagle, Colorado 81631

By: _____
Sylvia Banuelos

STATE OF COLORADO }
COUNTY OF EAGLE } SS

The foregoing Certificate of Dedication and Ownership was acknowledged before me this _____ day of _____, 2015,
by Sylvia Banuelos as owner.

Witness my hand and official seal.

My commission expires: _____

Notary Public _____

SUBORDINATION BY LIENHOLDERS

Quicken Loans Inc., being the holder of a promissory note secured by a Deed of Trust dated January 19, 2012, recorded at 03:05 PM as Reception No. 201201255, in the office of the Clerk and Recorder of Eagle County, Colorado, hereby consents to the subdivision of the lands set forth in this Amended Final Plat, and subordinates the lien represented by the aforesaid Deed of Trust to the dedications, restrictions, covenants and conditions shown on this Amended Final Plat.

By: _____
Lienholder

STATE OF _____ }
COUNTY OF _____ } SS

The foregoing was acknowledged before me this _____ day of _____, 2015,
by _____ as _____ of Quicken Loans Inc.

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 _____, 2015 for filing with the Clerk and Recorder of Eagle County, Colorado, and for conveyance or dedication to the Town of the public dedications shown hereon, is hereby approved by the Board of Trustees of the Town of Eagle for financing or constructing of improvements on said lands, streets or easements dedicated to the public except as specifically agreed to by the Board of Trustees of the Town of Eagle. Further, said approval in no way obligates the Town of Eagle for maintenance of public improvements until construction of said improvements has been completed in accordance with the provisions of the applicable subdivision plat. This approval does not guarantee that the size, soil conditions, sub-surface geology, ground water conditions, or flooding development permit, or any other required permit will be issued. This approval is with the understanding that all expenses involving required improvements, including but not limited to, utility easements, drainage structures, gutters, sidewalks, road lighting, road signs, flood protection devices, drainage structures, and all other improvements that may be required shall be the responsibility of the owners designated hereon and not the Town of Eagle, unless otherwise specifically agreed to in writing by the Board of Trustees.

TOWN OF EAGLE, COLORADO
By: _____
Mayor

Witness my hand and seal of the Town of Eagle, Colorado.
ATTEST:
Town Clerk _____

TITLE CERTIFICATE

_____, does hereby certify that I have examined the title to all lands shown on this plat and that title to such lands is vested in _____, free and clear of all liens, taxes, and encumbrances, except as follows:

EXECUTED this _____ day of _____, 2015.

PLANNING COMMISSION CERTIFICATE

This plat approved by the Town of Eagle Planning Commission this _____ day of _____, 2015.
By: _____
Chairman

TREASURER'S CERTIFICATE

I, the undersigned, do hereby certify that the entire amount of taxes and penalties due on the _____ parcel of real estate described on this plat are paid in full.
Dated this _____ day of _____, A.D., 2015.
Treasurer of Eagle County
By: _____
Deputy

CLERK AND RECORDER'S CERTIFICATE

This plat was filed for record in the office of the Eagle County Clerk and Recorder at _____ o'clock at _____ M., on the _____ day of _____, 2015, and is duly recorded as Reception No. _____
EAGLE COUNTY CLERK AND RECORDER
By: _____
Deputy

Notices: According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover the defect. Commencing any action beyond that time may result in your survey being deemed more than ten years from the date of certification shown herein.
The unit of measure is the U.S. Survey Foot.

Starbuck Surveyors

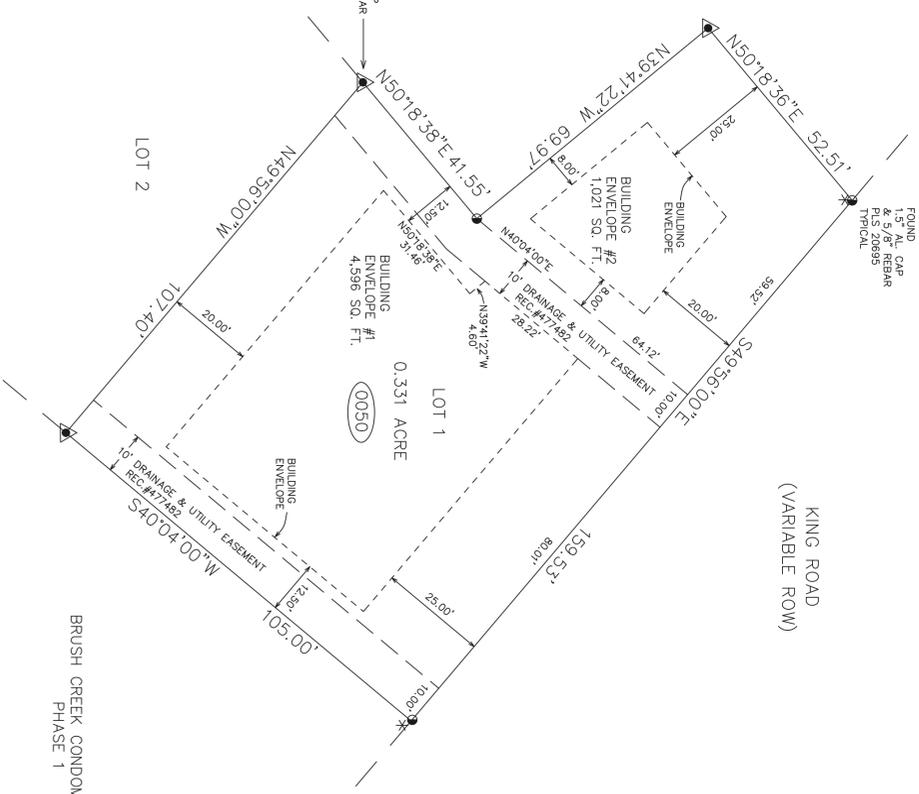
P.O. Box 1844 • 0031 Eagle Park East Drive, Eagle, CO 81631 • (970)328-7208
AMENDED FINAL PLAT
ART'S COURT MINOR P.U.D., LOT 1,
TOWN OF EAGLE,
COUNTY OF EAGLE, STATE OF COLORADO

DRN. RB	C:\214\21505.DWG	P21505
CHK.		SHEET 1 OF 1
DATE	JULY 29, 2015	JOB NO. 21505

- NOTES**
- DATE OF SURVEY: MAY, 2015
 - BASIS OF BEARINGS: S49°56'00"E FOR A LINE FROM THE NORTH ANGLE POINT FOR LOT 1 TO THE EASTERN ANGLE POINT FOR LOT 1, MONUMENTED AS SHOWN AND INDICATED BY _____.
 - THE PURPOSE OF THIS AMENDED FINAL PLAT IS TO MODIFY THE BUILDING ENVELOPES.
 - THE ADDRESS FOR LOT 1 IS 0050 KING ROAD.
 - RECORD DEEDS AND RIGHTS-OF-WAY ARE BASED UPON A TITLE AND ENCUMBRANCE REPORT DATED APRIL 7, 2015 PROVIDED BY HERITAGE TITLE COMPANY.



LOT 10-A
A RESUBDIVISION
OF LOT 10,
WEST EAGLE
ADDITION TO THE
TOWN OF EAGLE



LAND USE SUMMARY

LOT	AREA	USE	ADDRESS
LOT 1	14,398 SQ. FT.	RESIDENTIAL	0050 KING ROAD
LOT 2	14,398 SQ. FT.	2 SINGLE FAMILY UNITS	
TOTAL	14,398 SQ. FT.	0.331 ACRES	

RESOLUTION NO. 22
(Series of 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES TOWN OF EAGLE, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN EAGLE COUNTY, COLORADO AND THE TOWN OF EAGLE, COLORADO FOR ACQUISITION, PRESERVATION AND MANAGEMENT OF THE A & R INVESTMENT PROPERTY.

WHEREAS, the Town of Eagle desires to acquire from A & R Investment Company, a Colorado limited liability company, approximately one hundred sixty (160) acres of land located in Eagle County, Colorado pursuant to a contract for purchase and sale of property entered into by the Town of Eagle, Colorado and A & R Investment Company, LLC; and

WHEREAS, the Board of Trustees of the Town of Eagle believes that the subject property has outstanding conservation values, including wildlife habitat, scenic qualities, and recreation potential; and

WHEREAS, following acquisition of fee title interest in the subject property, the Town intends to convey, at the time of closing on its acquisition of the subject property, a perpetual conservation easement on the property to the Eagle Valley Land Trust; and

WHEREAS, Eagle County desires to contribute to the cost of acquiring the subject property and has proposed an Intergovernmental Agreement between Eagle County, Colorado and the Town of Eagle, Colorado for the acquisition, preservation and management the subject property.

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

Section 1. The Intergovernmental Agreement between Eagle County, Colorado and Town of Eagle, Colorado for acquisition, preservation and management of the A & R Investment Property, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved by the Town of Eagle.

Section 2. The Mayor of the Town of Eagle is hereby authorized and directed to execute the attached Agreement on behalf the Town of Eagle, Colorado.

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

TOWN OF EAGLE, COLORADO

ATTEST:

Jenny Rakow, Town Clerk

Ann McKibbin, Mayor

**INTERGOVERNMENTAL AGREEMENT
BETWEEN EAGLE COUNTY, COLORADO
AND
TOWN OF EAGLE, COLORADO
FOR
ACQUISITION, PRESERVATION AND MANAGEMENT OF THE A&R INVESTMENT
PROPERTY**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “Agreement”) is made this ____ day of _____, 2016, by and between Eagle County, Colorado by and through its Board of County Commissioners (“County”) and the Town of Eagle, Colorado, by and through its Board of Trustees (“Town”). The County and Town shall together be referred to as the Parties.

WHEREAS, County has an Open Space Program which acquires and/or protects open space throughout Eagle County. County, through its Open Space Program, often collaborates with municipalities, land trusts, adjacent counties, and federal land management agencies to leverage resources; and

WHEREAS, the Town desires to protect open space and increase public recreational offerings for the benefit of its citizens and Eagle County; and

WHEREAS, Town is working to enter into an agreement to purchase an approximately 160-acre property described on Exhibit A and depicted on Exhibit B (hereinafter the “Property”); and

WHEREAS, the Parties agree that the Property has outstanding conservation values, including wildlife habitat, scenic qualities, and recreational potential; and

WHEREAS, the Parties desire to contribute towards the acquisition and permanent preservation of the Property and related costs subject to the approvals and terms and conditions set forth herein

AGREEMENT

NOW THEREFORE, in consideration of mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. Property Interest to be Acquired.

Town will negotiate an acceptable purchase and sale agreement with the seller for the purchase of the Property such that Town will acquire fee-title interest in the Property. Further, Town will convey, at the time of closing on its acquisition of the Property, a perpetual conservation easement to a qualified land trust.

2. Funding.

a. **Purchase Price.** Funding for the purchase price is to be provided as follows:

- i. **Town:** Subject to approval of the Town Board of Trustees, Town will contribute One Hundred and Forty Four Thousand Dollars (\$144,000) towards the purchase of the Property.
- ii. **Eagle Ranch Wildlife Committee:** Town has separately secured a commitment from the Eagle Ranch Wildlife Committee in the amount of One Hundred and Forty Four Thousand (\$144,000) toward the purchase of the Property.
- iii. **County:** Subject to approval from the Eagle County Open Space Advisory Committee and Eagle County Board of County Commissioners in a public meeting, the County will contribute Four Hundred Forty-Seven Thousand Dollars (\$447,000) toward the purchase of the Property.

b. Transaction Costs.

The Parties understand that certain transaction costs are expected to be incurred as part of the due diligence and closing on the purchase of the Property and conveyance of the conservation easement. In addition to the contribution to the purchase price set forth above, subject to approval from the Eagle County Open Space Advisory Committee and Board of County Commissioners, County agrees to reimburse the Town for transaction costs incurred by it, up to, but not to exceed, the following amounts:

Baseline Report: \$3,500
 Minerals Analysis: \$1,500
 Survey: \$5,000
 Project Fee to Land Trust: \$28,800
 Land Trust Stewardship Endowment and Legal Defense Fund: \$35,000
 Title Policy: \$5,000
 Closing Costs: \$3,000
 EVLT Legal Review: \$10,000
 Environmental Review: \$2,000

3. Due Diligence.

- a. **County.** Notwithstanding anything to the contrary herein, County's contribution amounts set forth above are subject to review and approval by the Open Space Advisory Committee and the Eagle County Board of County Commissioners in a public meeting. Nothing herein shall be deemed pre-approval by Open Space Advisory Committee or Eagle County Board of County Commissioners. Further, any financial contribution by County is subject to due diligence review which may include, but not be limited to, review of purchase agreement, survey, title commitment, appraisal, environmental,

mineral and water matters, form of conservation easement, baseline report, management plan and other associated documents in connection with the transaction or closing on the Property, the results of which must be satisfactory to County as determined by County in its sole discretion. Further, financial contribution by County is subject to receipt and review of a title commitment in a form satisfactory to County, in its sole discretion. Town will provide due diligence disclosures, title commitments, information and reports to allow County ten (10) business days to review the same (“Review Period”) and County will notify Town in writing of any objections within the Review Period, unless the Review Period is extended by the Parties. In the event the Town acquires the Property prior to fulfillment of terms and conditions hereof such acquisition is at the Town’s sole risk. If the purchase fails to meet the conditions of this Agreement, County reserves the right to withhold or withdraw its contribution.

- b. **Town.** Town shall be entitled to conduct due diligence in accordance with the purchase and sale agreement it negotiates.
4. **Conservation Easement.** The Parties agree that County shall be entitled to review and approve the form of conservation easement to be recorded against the Property. The Town agrees that: (i) County shall be notified of any violations occurring under the conservation easement; (ii) County shall be entitled to notice and approval rights in connection with any assignment, merger, modification, amendment or dissolution of the conservation easement; (iii) County shall be entitled to appropriate hold harmless provisions in the conservation easement; (iv) in the event the Property is condemned or the conservation easement is dissolved or terminated in accordance with the terms of the conservation easement, proceeds will be shared by the easement holder based on the value of the easement interest and by County, Town and Eagle Ranch Wildlife Committee using a formula that equates to the percentage of value each contributor represents.

5. **Land Management Plan**

- a. The Property will be owned by Town and the Town shall be responsible for expenses associated with ownership, operation and management of the Property upon Closing.
- b. Town will ensure that Eagle County’s Open Space Program is acknowledged on signage that may be located on the Property. County will be given an opportunity to review and approve that signage prior to its installation.
- c. Public access to the Property is through a Town owned open space parcel or a fifteen foot wide easement held by the Town. Town will not modify or terminate the terms of that easement or access to the Property without comment and approval from County. Town will not charge a fee for public access to the Property.

- d. The Parties will work collaboratively to develop a Land Management Plan that addresses the needs of recreational users and wildlife. This plan will address trail development, seasonal closures, noxious weed management, signage, rules and regulations, permitted uses, and habitat restoration.

6. Miscellaneous Provisions.

- a. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any federal law or law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties hereto shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
- b. Nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law.
- c. No party hereto waives any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
- d. This Agreement is intended as the complete integration of all understandings between the Parties and constitutes the entire agreement between the parties hereto.
- e. This Agreement may be changed or modified by written agreement of the parties.
- f. Subject to the approvals that are required as set forth herein, the Parties hereto represent that all funds necessary for compliance with the terms of this Agreement have been or will be budgeted, appropriated, and otherwise made available in accordance with the terms hereof. Any financial obligations that may arise hereunder, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated by the governing bodies of the Parties hereto. Should any party hereto fail to participate in this Agreement, that party shall receive no interest in the Property as specified herein. Notwithstanding anything to the contrary contained in this Agreement, no payment will be made for any period after December 31st of any calendar year without the written approval in accordance with a budget adopted by the respective Boards of the parties in compliance with the provisions of Article 25, Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. § 29-1-101 et seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).
- g. Any notices or other communications required or permitted to be given hereunder shall be given in writing and delivered personally, by U.S. mail, or by electronic mail to the attention of the individuals below, or to such other addresses as any party designates by written notice. Notice shall be deemed given on the date of personal delivery or electronic mailing, or five (5) days from the date of mailing by U.S. mail.

Notice to Eagle County: Toby Sprunk, Open Space Director
P.O. Box 850
500 Broadway
Eagle, CO 81361
Toby.sprunk@eaglecounty.us

Notice to Town of Eagle: John Staight, Open Space Coordinator
P.O. Box 609
200 Broadway
Eagle, CO 81631
John.staight@townofeagle.org

h. Although Eagle County may fund a portion of the acquisition of the Property as described in this Agreement, nothing in this Agreement shall be construed to mean that any land use approvals required as a condition of closing or later desired by the owner of the Property have been given approval by Eagle County in its governmental capacity. Owner of the Property or Town shall be solely responsible for obtaining all approvals necessary for closing or the lawful use of the Property. Nothing herein shall be considered pre-approval by Eagle County of the same.

i. Any provisions of this Agreement which require observance or performance after the date of closing for the Property shall continue in force and effect following the closing date.

j. The recitals set forth above are incorporated herein by reference.

[rest of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement is executed and entered into the day and year first above written.

TOWN OF EAGLE,
STATE OF COLORADO
By and through its Board of Trustees

COUNTY OF EAGLE,
STATE OF COLORADO
By and through its Board of County
Commissioners

By: _____
Yuri Kostick, Mayor

By: _____
Jeanne McQueeney, Chair

ATTEST:

By: _____
Teak J. Simonton, Clerk to the
Board of County Commissioners

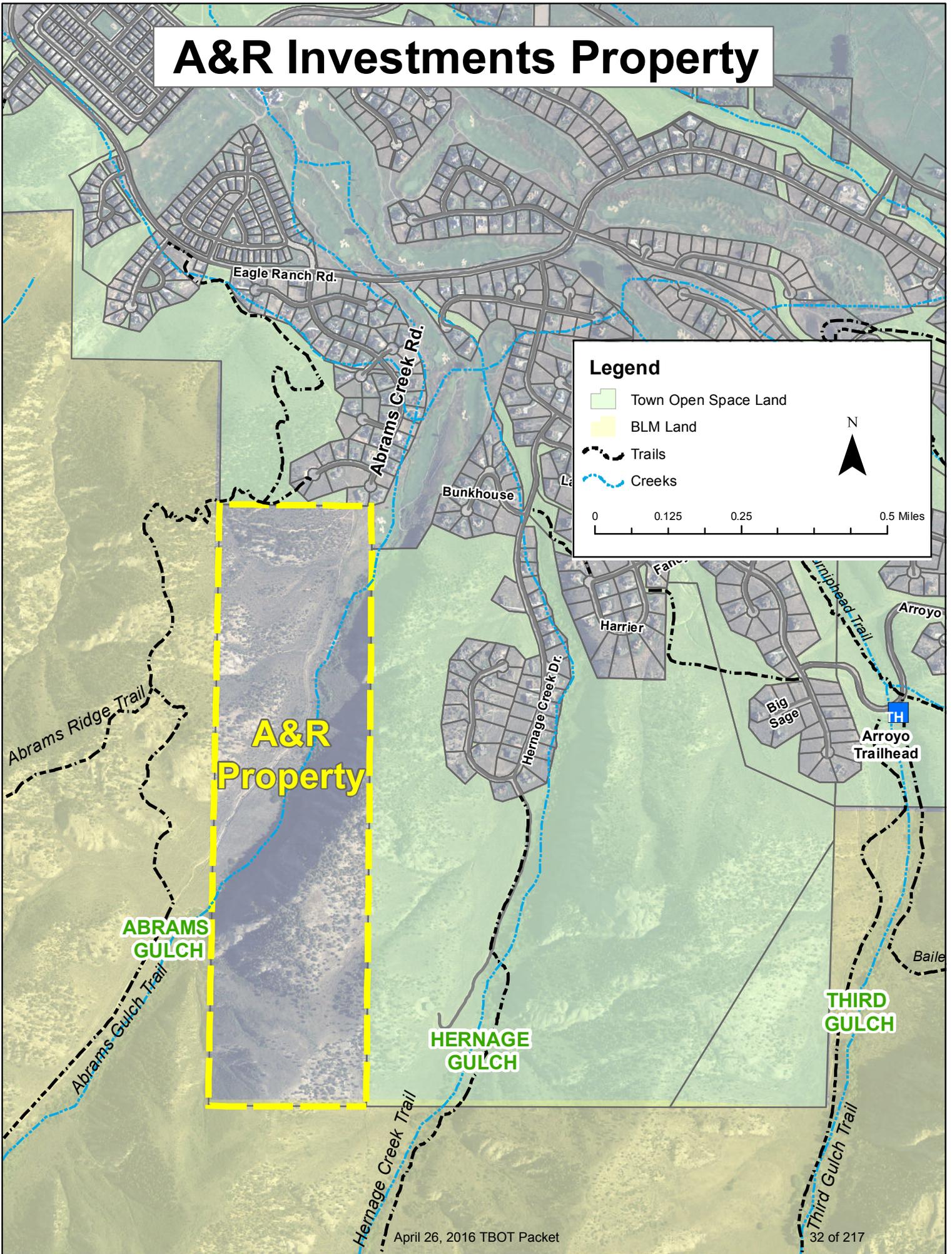
EXHIBIT A
Legal Description

Township Five South, Range Eighty-Four West of the Sixth Principal Meridian, Tract Seventy, the W2W2 (Tract 70 being a resurvey of School Section 16, Township 5 South, Range 84 West of the 6th P.M.) situate in the County of Eagle, State of Colorado.

Containing 160 acres more or less.

Exhibit B
Map of the Property

A&R Investments Property



Legend

- Town Open Space Land
- BLM Land
- Trails
- Creeks



0 0.125 0.25 0.5 Miles

**A&R
Property**

**ABRAMS
GULCH**

**HERNAGE
GULCH**

**THIRD
GULCH**

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of April, 2016, by and between the TOWN OF EAGLE, State of Colorado, a municipal corporation, (hereinafter referred to as “**Town**”) as party of the first, and JOHN SCHNEIGER, (hereinafter referred to as “**Schneiger**”) as party of the second part, both of who agree as follows:

RECITALS

WHEREAS, the Town of Eagle desires to employ the services of John Schneiger as Town Manager; and

WHEREAS, it is the desire of the Town’s governing body, hereafter referred to as “Board of Trustees,” to provide certain benefits, to establish certain conditions of employment for Schneiger; and

WHEREAS, Schneiger desires to accept employment as Town Manager of the Town of Eagle.

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

SECTION 1 NATURE AND SCOPE OF DUTIES

1.1. Description of Duties. Town hereby agrees to employ said John Schneiger as Town Manager of the Town to perform functions and duties specified by Colorado law, the job description attached hereto as Exhibit A, and Chapters 2.02, 2.06, and Section 2.04.040 of the Eagle Municipal Code, as well as other applicable provisions of the Municipal Code and to perform such other legally permissible and proper duties and functions as the Board of Trustees shall from time to time assign. Schneiger agrees to devote his best efforts in the performance of the services specified in this Agreement.

1.2. Coordination. Schneiger shall work closely with the Mayor of the Town and shall coordinate, cooperate and communicate frequently and openly with the Mayor and other members of the Board of Trustees concerning the affairs of the Town.

1.3. Administration of Employee System. Schneiger shall have and retain all rights to administer matters pertaining to employees of the Town, other than Town officers, as set forth in the Town of Eagle Employee Handbook.

1.4. Fair Labor Standards Act. Schneiger shall be deemed an “exempt” employee under the provisions of the Fair Labor Standards Act and therefore is not legally entitled to receive overtime compensation or compensatory time off. Nevertheless, in its sole discretion, the Board of Trustees may permit Schneiger to take flex time off if Schneiger works in excess of forty (40) hours during a regular work week.

Schneiger shall be required to keep a written record of the number of hours worked each work week and shall submit that information with payroll records to the Town's Finance Director.

SECTION 2 TERM

2.1. Description of Term. Schneiger agrees to commence employment with the Town as the Town Manager pursuant to this Agreement on May 9, 2016. This Agreement shall remain effective until May 9, 2018. Schneiger agrees to remain in the employ of the Town as Town Manager until such time and neither to accept other employment nor become employed by any other employer, unless otherwise provided in this Agreement, until such termination date is effective or this Agreement is otherwise terminated as hereinafter provided.

2.2. Right of Town to Terminate Services. Notwithstanding the provisions of Section 31-4-307, C.R.S., nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Trustees to terminate the services of Schneiger at any time, subject only to the provisions set forth in Section 4 of this Agreement.

2.3. Resignation. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Schneiger to resign at any time from his position with the Town, subject only to the provision set forth in Section 5 of this Agreement.

SECTION 3 SUSPENSION

3.1 Suspension Without Pay. The Town may suspend Schneiger without pay and benefits at any time during the term of this Agreement, but only if:

3.1.1 A majority of the Board of Trustees and Schneiger agree, or

3.1.2 After a hearing before a hearing officer to be designated by the Board of Trustees at which Schneiger and/or his representative shall have the opportunity to be heard, a majority of the Board of Trustees vote to suspend Schneiger for cause; provided, however, that Schneiger shall have been given written notice setting forth in detail any charges at least seven (7) days and not more than fourteen (14) days prior to such hearing. For purposes of this Section 3.1, "cause" shall have the meaning set forth in Section 4.4 below.

3.2 Suspension With Pay. The Board of Trustees may suspend or discipline Schneiger with full pay and benefits at any time for any reason without a hearing if the Board of Trustees finds and determines that it is in the best interests of the Town and the good governance of the Town.

SECTION 4 TERMINATION AND SEVERANCE PAY

4.1. Termination Without Cause. In the event Town Manager is terminated without cause as ordinarily required under Section 31-4-307, C.R.S. by the Board of Trustees before expiration of the aforesaid term of employment or any extension thereof and during such time Schneiger is willing and able to perform his duties under this Agreement, then, in that event, the Town agrees to pay Schneiger a lump sum cash payment equal to six (6) months aggregate salary (the “**Severance**”) in consideration of Schneiger waiving his right to only be removed for cause pursuant to Section 31-4-307, C.R.S. and this Agreement. Schneiger shall also be compensated for all earned but unused vacation time. The severance payment described herein shall be a one-time payment and is not an extension of employment.

4.2. Termination For Cause. Following a hearing before a hearing officer to be designated by the Board of Trustees at which Schneiger and/or his representative shall have the opportunity to be heard, the Board of Trustees, acting by majority vote, may terminate Schneiger for cause; provided, however, that Schneiger shall be given written notice setting forth in detail any charges supporting termination for cause (as “cause” is defined pursuant to Section 4.4 below) at least seven (7) days and not more than fourteen (14) days prior to such hearing. In the event Schneiger is terminated for cause, in the manner and procedure provided in Section 31-4-307, C.R.S. and this Agreement, then, the Town shall have no obligation to pay the Severance.

4.3. Implied Termination Without Cause. In the event the Town at any time during the term of this Agreement (i) reduces the salary or other financial benefits of Schneiger in a greater percentage than the applicable across-the-board reduction for all employees and officers of the Town, or (ii) refuses to comply with any provision of this Agreement benefiting Schneiger within ten (10) days, following written notice from Schneiger, or (iii) Schneiger resigns following a formal written request by the Board of Trustees that he resign, then, in that event Schneiger may, at his option, be deemed to be “terminated without cause” at the date of such reduction or such refusal to comply within the meaning and context of the severance pay provision of Section 4.1 above.

4.4 Cause. Cause under this Agreement shall be defined to include, but not be limited to, the following:

4.4.1 Nonobservance. Schneiger fails or refuses to perform (or is in breach of) any material term, covenant or provision of this Agreement, or does not perform job duties to established standards as defined by the Board of Trustees or as found in the Town Manager job description (attached).

4.4.2 Failure to Comply with Codes. Schneiger fails or refuses to comply with applicable material provisions of the Town of Eagle Employee Handbook or the Eagle Municipal Code.

4.4.3 Disclosure of Confidential Information. Schneiger uses, copies or discloses confidential information, documents or correspondence without authorization.

4.4.4 Misconduct. Schneiger indulges in repeated offensive, hostile or abusive conduct directed at Town employees or members of the public, or creating an environment within the Town organization that impairs the job performance of Town employees through intimidation, lack of support or disregard of the best interest of the Town or its employees.

4.4.5 Falsification of Records. Schneiger falsifies, misrepresents, or materially omits information in his application for employment, or falsifies other Employee records, or other Town records.

4.4.6 Standards of Conduct. Schneiger fails to comply with applicable provisions of the standards of conduct for local governmental officials contained in Sections 24-18-101 C.R.S. to Section 24-18-206, C.R.S.

4.4.7. Crime. Schneiger commits any conduct or series of conduct that results in the conviction (or plea of guilty or *nolo contendere*) of any crime other than a misdemeanor traffic offense or petty offense.

4.4.8. Dishonesty. In the reasonable discretion of the Board of Trustees, Schneiger commits any act of dishonesty to the Town, including without limitation, theft, embezzlement, fraud or any other act which is intended to result, directly or indirectly, in improper gain or personal enrichment of Schneiger at the expense of the Town.

4.4.9. Drugs and Alcohol. Schneiger being impaired as a result of the use of alcohol, non-prescribed controlled substances or illegal drugs (based on Federal definitions) during working hours or at Town Hall or at any time that Schneiger is representing the Town or otherwise on Town business.

4.4.10. Failure to Perform. Schneiger fails to perform his job duties as established by the Board of Trustees and as defined in the Town Manager job description, or engages in conduct which constitutes insubordination or dereliction of Schneiger's duties, in either case in the reasonable discretion of the Board of Trustees.

SECTION 5 RESIGNATION

In the event Schneiger voluntarily resigns his position with the Town before expiration of the term of his employment, then Schneiger shall give the Town not less than two (2) months' notice in advance, unless the parties agree otherwise. In such an event, Schneiger shall not be entitled to any severance pay except as stipulated in Section 11.

SECTION 6 DISABILITY

If Schneiger is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of one (1) week beyond any accrued sick leave, unused vacation time, and leave required by the Family and Medical Leave Act, and reasonable accommodation of such disability cannot be made as determined by the Town's designated physicians, the Town shall have the option to terminate this Agreement subject to the requirements of Section 4.

SECTION 7 SALARY

The Town agrees to pay Schneiger for his services rendered as Town Manager pursuant hereto compensation in the amount of \$4,846 per pay period (equivalent to \$126,000.00 per year), based on twice monthly pay periods.

Nothing in this Agreement shall prevent, limit or otherwise preclude a salary increase subject to future negotiations between the Town and Schneiger or Schneiger's decision to resign at any time from his position with the Town, subject only to the provisions set forth in Section 5 of this Agreement.

Following the initial performance review in accordance with Section 8.1 below, which review shall occur at approximately the six (6) month anniversary of the commencement of Schneiger's employment, and subject to the Board of Trustees's satisfaction with Schneiger's performance of the duties required of him hereunder, the Board agrees to consider and negotiate in good faith a contribution of up to seven percent (7%) of the salary payable to Schneiger pursuant to this Section 7 to a 401(a) or 457 plan in Schneiger's name, such contributions to commence on the first anniversary of commencement of Schneiger's employment.

SECTION 8 PERFORMANCE EVALUATION

8.1. Evaluations Required. The Board of Trustees shall review and evaluate the performance of Schneiger at least twice annually during the term of this Agreement, at approximate six (6) month intervals. Said review and evaluation shall be in accordance with specific criteria developed by the Board of Trustees based on industry standards. The Board of Trustees may add to or delete criteria and shall review changes with Schneiger in advance of each performance review. Further, the Mayor shall provide Schneiger with a summary written statement of the findings of the Board of Trustees and provide an adequate opportunity for Schneiger to discuss his evaluation with the Board of Trustees.

8.2. Performance Objectives. Within ninety (90) days of commencement of Schneiger's term of employment, the Board of Trustees and Schneiger shall define such goals and performance objectives that they determine necessary for the proper operation

of the Town and in the attainment of the Board of Trustees' policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

SECTION 9 HOURS OF WORK

It is recognized that Schneiger must devote a great deal of time outside normal office hours to business of the Town, and to that end Schneiger may be allowed by the Board of Trustees to take flex time off as he shall reasonably deem appropriate during the Town's normal office hours, provided he is adequately performing his job duties. Provided, however, the Board of Trustees may change this agreement or promulgate general policies concerning the use of flex time off. Schneiger shall be required to keep a written record of the number of hours he worked and submit said record with payroll records to the Finance Director when such records are also requested from other Town employees. The parties further recognize that Schneiger is required to devote the number of hours necessary to perform his duties as set forth in this Agreement.

SECTION 10 OUTSIDE EMPLOYMENT ACTIVITIES

Schneiger shall not engage in teaching, consulting or other non-Town connected employment without the prior approval of the Board of Trustees. Schneiger shall notify the Trustees of any Boards of Directors or Advisory Commissions on which he currently serves. Schneiger may choose to join or serve as a member of such boards or commissions in municipal- or government-related organizations, provided that he notifies the Board of Trustees prior to joining. The Board of Trustees may require that Schneiger resign from such duties if such position places Schneiger in a position of conflict with his duties to the Town, or causes Schneiger to otherwise fail to perform his duties as described herein, both in the reasonable discretion of the Board of Trustees.

SECTION 11 VACATION AND SICK LEAVE

Schneiger shall be permitted to accrue and carry-over paid sick leave in accordance with the provisions of the Town of Eagle Employee Handbook. Schneiger shall be entitled to fifteen (15) days of paid vacation leave per year during the term of this Agreement which shall accrue and be earned at the rate of ten (10) hours per month of employment. Schneiger will be entitled to twenty (20) days of vacation leave per year after three (3) years of continuous service. Carry-over of vacation shall be in accordance with the provisions of the Town of Eagle Employee Handbook. Schneiger shall be entitled to payment for all accrued and unused vacation time upon leaving his employment with the Town.

SECTION 12
HEALTH, DENTAL, VISION, AND LIFE AND DISABILITY INSURANCE

12.1. Health, Dental and Vision Insurance. The Town agrees to provide to Schneiger health, dental, and vision insurance, equal to that which is provided to all other Town employees and to pay the premiums in accordance with Town policies.

12.2. Life Insurance. The Town agrees to provide Schneiger life insurance equal to that which is provided to all other Town employees and to pay the premiums in accordance with Town policies.

12.3. Disability Insurance. The Town agrees to provide Schneiger with long-term disability insurance equal to that which is provided to all other Town employees and to pay the premiums in accordance with Town policies.

SECTION 13
RETIREMENT BENEFITS

The Town shall provide Schneiger with a 401(k) retirement plan, after one year of employment, in which the Town will contribute an amount equal to six percent (6%) of Schneiger's salary. Schneiger may elect to also contribute to the 401(k) plan on a tax-deferred basis. If Schneiger contributes at least 1% of his salary to such plan, the Town will contribute a total amount equal to seven percent (7%) of Schneiger's salary. Schneiger may elect to also contribute to the 457 plan on a tax-deferred basis.

SECTION 14
INDEMNIFICATION OF EMPLOYEE

The Town shall defend and indemnify Schneiger in his actions undertaken in his official capacity pursuant to all insurance coverages maintained by the Town and pursuant to the terms of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. Schneiger shall not, however, be indemnified for any act or omission that is willful and wanton as those terms are defined in the Colorado Governmental Immunity Act.

SECTION 15
BONDING

The Town shall bear the full cost of any fidelity or other bonds required of Schneiger under any law or ordinance.

SECTION 16
OTHER TERMS AND CONDITIONS OF EMPLOYMENT

16.1. Additional Terms To Be Determined by Town Board. The Board of Trustees, in consultation with Schneiger, shall fix any such other terms and conditions of

employment, as it may reasonably determine from time to time, relating to the performance of Schneider, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Eagle Municipal Code, The Town of Eagle Employee Handbook, or any other law.

16.2. Other Applicable Documents. All provisions of the Eagle Municipal Code, the Town of Eagle Employee Handbook, and regulations and rules of the Town relating to vacation and sick leave, retirement plan contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Schneider as they would to other officers and employees of the Town, in addition to said benefits enumerated specifically for the benefit of Schneider except as herein provided.

16.3 Professional Organizations. The Town shall, at the Town's expense, provide annual membership for Schneider in (i) the International City/County Management Association ("ICMA"), and (ii) the Colorado City & County Management Association. The Town shall consider in good faith a request for reimbursement of reasonable out-of-pocket expenses for Schneider to attend the 2017 ICMA annual conference.

SECTION 17 AUTOMOBILE ALLOWANCE

Schneider is required to be on call for twenty-four (24) hour service except when on vacation or leave, so therefore, must have access to a vehicle for Town business. The Town shall grant to Schneider a car allowance of \$500.00 per month for providing his own vehicle for Town business. Schneider shall be solely responsible for the purchase, maintenance, fuel, insurance, taxes, proper equipment, and other expenses, for said vehicle. Such car allowance is granted in lieu of mileage reimbursement for all vehicular travel for Town business. Schneider shall provide an automobile reasonably acceptable to the Town that will be maintained in an appropriate manner and replaced frequently enough to maintain a suitable appearance for the Town.

SECTION 18 RELOCATION AND HOUSING ALLOWANCE

Upon commencement of Schneider's employment, the Town shall pay Schneider \$10,000.00 (the "Relocation and Housing Allowance") toward his relocation expenses and for assistance toward his housing arrangements; provided, however, that Schneider may use the Relocation and Housing Allowance for expenses in his sole and absolute discretion. Schneider agrees that during the Term of this Agreement, he shall reside within the Town of Eagle, or with the consent of the Board of Trustees, outside of the Town of Eagle but within Eagle County. In the event that within the first twelve (12) months of Schneider's employment, Schneider does not continuously reside in an area permitted pursuant to this Section, Schneider agrees that the Town may offset from payment of his salary the amount of \$1,000 per month for five (5) consecutive months. Further, in the event that this Agreement is terminated by Schneider or by the Board of

Trustees pursuant to Section 4 hereof on or prior to the first anniversary of this Agreement, Schneiger agrees that the Town may offset from any amount payable to him a pro-rated amount of the Relocation and Housing Allowance, based on length of Schneiger's employment with the Town of Eagle. In the event that the Relocation and Housing Allowance exceeds any amount then payable by the Town to Schneiger, Schneiger agrees to reimburse the Town for the difference within thirty (30) days of termination of Schneiger's employment with the Town. In addition, upon commencement of the term of employment, Schneiger shall be entitled to ten (10) days of paid relocation time. In the event all or any portion of such relocation is not used by November 15, 2016, it shall be forfeited. In no event shall the Town be liable for providing monetary compensation to Schneiger for any unused portion of such relocation time.

SECTION 19 NOTICES

All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or other U.S. mail with tracking capability, sent by facsimile, or attached in portable document format (".pdf") to an electronic communication as follows:

If to Town: Town of Eagle
 200 Broadway
 P.O. Box 609
 Eagle, CO 81631
 Attn: Mayor
 E-Mail: anne.mckibbin@townofeagle.org

With a copy to: Town of Eagle
 200 Broadway
 P.O. Box 609
 Eagle, CO 81631
 Attn: Town Clerk
 E-Mail: jenny.rakow@townofeagle.org

If to Schneiger: John Schneiger
 1140 Walnut Ave. #13
 Grand Junction, CO 81501
 E-Mail: schneigerj@gmail.com

Notices sent by hand or overnight courier service, or mailed by certified or other U.S. mail with tracking capability, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent. Notices delivered through electronic communications, shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement.

SECTION 20
GENERAL PROVISIONS

20.1. Entire Agreement. The text herein shall constitute the entire Agreement between the parties.

20.2. Binding on Heirs. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Schneider.

20.3. Effective Date of Agreement. This Agreement shall become effective immediately upon execution by the parties.

20.4. Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

20.5. TABOR Contingency. The parties understand and agree that Section 20 of Article X of the Colorado Constitution (TABOR) contains certain restrictions on multiple fiscal year financial obligations. Therefore, the financial obligations of the Town, payable under the provisions of this Agreement, are expressly contingent upon such funds being appropriated, budgeted, and otherwise made available each year on an annual basis. In the event the Town fails to appropriate, budget, or otherwise make such funds available in any fiscal year to fulfill its obligations under this Agreement, either party may terminate this Agreement.

20.6. Governmental Immunity. The Town, its officers and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., or otherwise available to the Town and its officers or employees.

SECTION 21
ACKNOWLEDGEMENT OF APPLICABLE DOCUMENTS

Schneider acknowledges and agrees that he has read, and fully understands, those portions of the Eagle Municipal Code and the Town of Eagle Employee Handbook applicable to his employment by the Town. Schneider acknowledge that such policies are subject to change from time to time. In the event any section or provision of this Agreement conflicts with provisions contained in the Town of Eagle Employee Handbook, such sections or provisions of this Agreement shall be applicable and shall control.

[Signature page follows]

IN WITNESS WHEREOF, the Town of Eagle, Colorado has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Town Clerk, and Schneiger has signed and executed this Agreement, both in duplicate, the day and year first above written.

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

By: _____
Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

APPROVED AS TO FORM

Edward P. Sands,
Eagle Town Attorney

John Schneiger

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

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

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

Notary

[SEAL]

Public

EXHIBIT A

Town Manager Job Description

DEPARTMENT:	Administration
WORK LOCATION:	Town Hall
FLSA STATUS:	Exempt
REPORTS TO:	Mayor and Board of Trustees
APPOINTED BY:	Mayor and Board of Trustees
REVISION DATE:	04.07.16

JOB SUMMARY:

The Town Manager serves at the pleasure of the Board of Trustees. The Town Manager is responsible for the efficient administration of all affairs of the Town placed in his/her charge, and enforces the laws and ordinances of the Town and the statutes of the State of Colorado as they are applicable to the Town. He/She also oversees the administration of all departments, offices and agencies of the Town.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Enforce the laws and ordinances of the Town, and the statutes of the State of Colorado as they may be applicable to the Town;
2. Oversees the administration of all departments, offices and agencies of the Town.
3. Recommends personnel rules and policies to the Board of Trustees.
4. Enforces all terms and conditions of any contract, including any public utility franchise, to which the Town is a part or party, and upon knowledge of any breach or violation thereof, promptly reports the same to the Board of Trustees.
5. Attends all meetings of the Board of Trustees and participates in an advisory capacity, making recommendations to the Board as necessary or appropriate.

6. Acts as the purchasing agent for the Town;
7. Prepares and proposes a comprehensive annual operating budget and capital improvement plan and submits the same to the Board of Trustees for its approval, and is responsible for the administration of the budget and capital improvement plan subsequent to its adoption;
8. Prepares and submits to the Board of Trustees, at the end of each fiscal year, a complete written report on the finances and administrative activities of the Town during the preceding year, and from time to time when deemed necessary, or upon the request of the Board of Trustees, makes a written or verbal report concerning the finances, affairs and administration of the Town;
9. Carries out the policies adopted by the Town of Eagle Board of Trustees
10. Provides professional administration, management and supervision of municipal departments and staff.
11. May be asked by the Board of Trustees to assist in managing the Trustees' direct reports; directing work to be done and providing feedback on performance as needed.
12. Assures compliance with relevant federal laws and regulations, Colorado General Laws and municipal bylaws, ordinances and regulations.
13. Develops long-range plans based on Board of Trustees' priorities and objectives as well as overall Town needs and staff requests. Assists in the achievement of Town goals and objectives.
14. Encourages transparency and public engagement on town matters.
15. Functions as the Chief Administrative Officer of the Town of Eagle.
16. Prepares town board meeting agendas and materials for bi-weekly meetings and special sessions. Works closely and communicates effectively with the Town Mayor in recommending meeting agendas.
17. Ensures fiscal responsibility and modern accounting and financial reporting practices.

18. Develops performance measurement systems for municipal services. Conducts performance reviews all each direct report annually. Provides performance feedback consistently throughout the year.
19. Plans for short-term and long-term financing for capital projects.
20. Makes recommendations for appointments and removal of relevant positions and membership on committees.
21. Recruits, hires, supervises and evaluates the town workforce, including key department managers.
22. Provides oversight of personnel functions, classification and compensation plans and benefits.
23. Oversees and manages property and assets.
24. Applies for and administers federal, state and private grant funds.
25. Acts as the liaison with state and federal government, local civic and business entities, and interested members of the public.
26. Facilitates the flow and understanding of goals, ideas and information between and among elected officials, employees and citizens.

ADDITIONAL DUTIES AND RESPONSIBILITIES:

1. Performs other duties as may be prescribed by ordinance, resolution, or direction of the Board of Trustees.
2. Places high priority on quality customer service, and demonstrates continuous effort to improve operations.
3. Requires occasional travel to off-site locations for work, errands, or training.

EDUCATION/EXPERIENCE:

- Prefer Master's Degree in Business or Public Administration or the equivalent in relevant experience.
- Demonstrated success with progressively responsible management experience.
- Previous success in developing organizational goals in alignment with the Board's strategic initiatives. Demonstrated ability to reach those goals.
- Ability to assess potential risks and benefits of Board and staff decisions and effectively communicate these in making sound decisions for the Town.
- Ability to effectively manage the budget and finance process and priorities.

- Knowledge, skill and abilities consistent with modern best practice leadership and management standards with proven problem-solving abilities.
- Ability to coach, mentor and motivate others in achieving goals and enhanced success through proven leadership skills.
- Operation of personal computers and related equipment and software including advanced-level word processing, spreadsheets, and database software and management.

Additional Job Requirements: Valid Colorado Driver's License or ability to obtain one. Must pass background check.

KNOWLEDGE OF:

- Best practices in leadership and management standards
- Risk Management or proven ability to effectively identify risk and formulate solutions to reduce outcomes of potential harm and/or liability.
- Knowledge of local and state laws pertaining to Statutory Towns, municipalities and related topics that affect Town of Eagle and its missions.

QUALITIES FOR SUCCESS:

- Independent judgment.
- Professional and courteous demeanor.
- Assumes full responsibility for decisions and actions.
- Oversees and motivates key department managers and staff.
- Implements best practices for internal policies and procedures.
- Communicates effectively with board, staff and community.

EQUIPMENT USED:

Telephone, computer, copier, scanner, printer, fax machine, and other business/ office tools and equipment.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT:

- Ability to lift, carry, or move up to 50 pounds.
- Ability to conduct activities involving climbing, balancing, crawling, twisting, stooping, kneeling/bending, crouching, and reaching on a regular daily basis.
- Ability to participate in routine conversations in person or via telephone and to distinguish telephone, voice and other auditory tones.

- Ability to distinguish objects in low and bright light using visual capacity including peripheral vision, depth perception, color vision, and far and near acuity to perform responsibilities of the position.
- Requires the ability to sit and perform administrative and computer work for significant periods of time.
- Ability to operate a vehicle.
- Required to work after normal work hours to attend governmental meetings and Town events.
- Most work is performed in a closed-office environment, with moderate noise and temperature. The position may be required to visit work sites around the Town, which may be outside, in inclement weather and unpaved, uneven terrain.

MEMORANDUM

To: Anne McKibbin, Eagle Town Mayor
And Board of Trustees

From: Ken Marchetti

Date: April 22, 2016

Subject: Issuance of Bonds

As presented at the March 22 Board of Trustees meeting, we have solicited proposals from three bond underwriters (D.A. Davidson, Piper Jaffray and Stifel Public Finance) as well as Wells Fargo Bank. Wells Fargo declined to submit a proposal considering that the bonds are expected to be a maximum term of 30 years which is longer than their bond investment horizon. Following the March 22 Board meeting, a committee comprised of Trustees Brubeck and Jessen and Jenny Rakow, Tom Boni and Ken Marchetti met to review the underwriters' proposals, reaching the following conclusions:

1. All three bond underwriters are national firms with experience issuing bonds in the Colorado Mountain area.
2. Interest rates are at historically low levels and all three firms have the ability to issue bonds at competitive rates based on the market on the date the bonds will be issued.
3. There are some variations in how the bonds can be structured like whether they are issued to institutional investors, banks or retail customers. Each of these firms has the ability to work with the Town to achieve an optimal structure for these bonds.
4. The bond underwriters are compensated by a fee calculated as a percentage of the par amount of the bonds issued. The fee proposed by Piper Jaffray was 0.85% and the fee proposed by D.A. Davidson and Stifel was 0.5%. For a \$5,200,000 bond issue this fee will be \$26,000 or \$44,200 depending on the underwriter.

Based on the above, the committee eliminated Piper Jaffray due to the higher fee. I do have more personal experience with D.A. Davidson but it essentially came down to a toss-up between the remaining two firms. After discussion the committee is recommending D.A. Davidson.

Regarding the bond issuance timeline, typically bonds can be issued in 60 days. However, in the Town's current situation with the 2015 audit underway but not yet completed and considering that the bond funds won't be needed sooner than 90 days and with what has been a relatively stable and low interest rate environment, I believe the bonds will market better if we target a 90 day closing date rather than 60 days. We can start the process immediately and accelerate it if the interest rate environment deteriorates but if rates continue to remain stable then we would wait for completion of the audit to market the bonds.

Requested action will be a motion to approve engagement of D.A. Davidson as bond underwriters in accordance with the terms of their proposal submitted on March 11, 2016 and to proceed with issuance of the bonds.

Thank you,
Ken Marchetti

April 21, 2016

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

**RE: Letter Agreement for Investment Banking Services
Town of Eagle, Colorado**

Dear Ms. Rakow,

This letter agreement confirms the terms and conditions upon which D.A. Davidson & Co. Fixed Income Capital Markets (“Davidson”), its successors or assigns will provide investment banking services to the Town of Eagle, Colorado (the “Client”).

The investment banking services rendered by Davidson under this agreement may include:

- Analysis of the project’s credit quality
- Analysis of the capital markets, including interest rates and terms available in the market
- Evaluating potential strategies to achieve the Client’s goals
- Working with the Client’s consultants and attorneys to determine the feasibility of various borrowing or restructuring options
- Advising the Client on the structure and terms of a restructured bond or a new bond or loan
- Coordinating with the Client’s attorneys and consultants, the dissemination of financial data
- Negotiating the structure and terms of the bonds/loan with the purchaser on behalf of the Client
- Underwriting or privately placing bonds on behalf of the Client or assisting the Client in obtaining a direct, tax exempt loan
- Under the direction and legal advice of nationally recognized bond counsel, assist and supervise the steps necessary to be taken to close the transaction

By signing this letter agreement, the Client acknowledges and agrees that: (i) the transaction contemplated by this Agreement will be an arm’s length, commercial transaction between the Client and the purchaser, in which Davidson may be acting as an agent or as an underwriter, but not as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) Davidson has not assumed any fiduciary responsibility to the Client with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (iii) the only obligations Davidson will have to the Client with respect to the transaction contemplated hereby are expressly set forth in this

letter agreement; and (iv) the Issuer has consulted and will continue to consult with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it deems appropriate. The representative of the Client signing this letter agreement has been duly authorized to execute this letter agreement and to act hereunder.

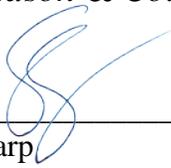
This letter agreement shall remain in full force and effect until such time as the Client notifies Davidson in writing of its intent to terminate this letter agreement. Davidson may resign and terminate this letter agreement by providing written notification with no less than 30 days prior notice to the Client.

At such time as arrangements for the sale of bonds or other borrowing have been completed, Davidson shall be paid 0.5% of the par amount.

This letter agreement is not an offer to purchase bonds. If the sale of bonds or other borrowing does not occur, Davidson shall not be owed compensation. Please indicate by your signature below your desire to engage D.A. Davidson & Co. Fixed Income Capital Markets to provide investment banking services on these terms.

Respectfully submitted,

D.A. Davidson & Co. Fixed Income Capital Markets



Samuel Sharp
Managing Director

ACCEPTED this _____ day of _____ 2016.

Authorized Officer
Town of Eagle, Colorado

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

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

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

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

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>
		<u>5,200,000</u>							<u>431,884.20</u>

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	<u>-26,000.00</u>	<u>-0.500000%</u>
Purchase Price	5,534,197.60	106.426877%
Accrued Interest		
Net Proceeds	<u>5,534,197.60</u>	

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.

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

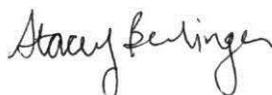
From January 1, 2013 to January 31, 2016, Piper Jaffray underwrote \$5.18 billion (13.7%) of our senior managed issues. Our ability to aggressively underwrite is highlighted by our capital position. As of September 30, 2015, Piper Jaffray offered \$2.2 billion of theoretical, unrestricted municipal underwriting 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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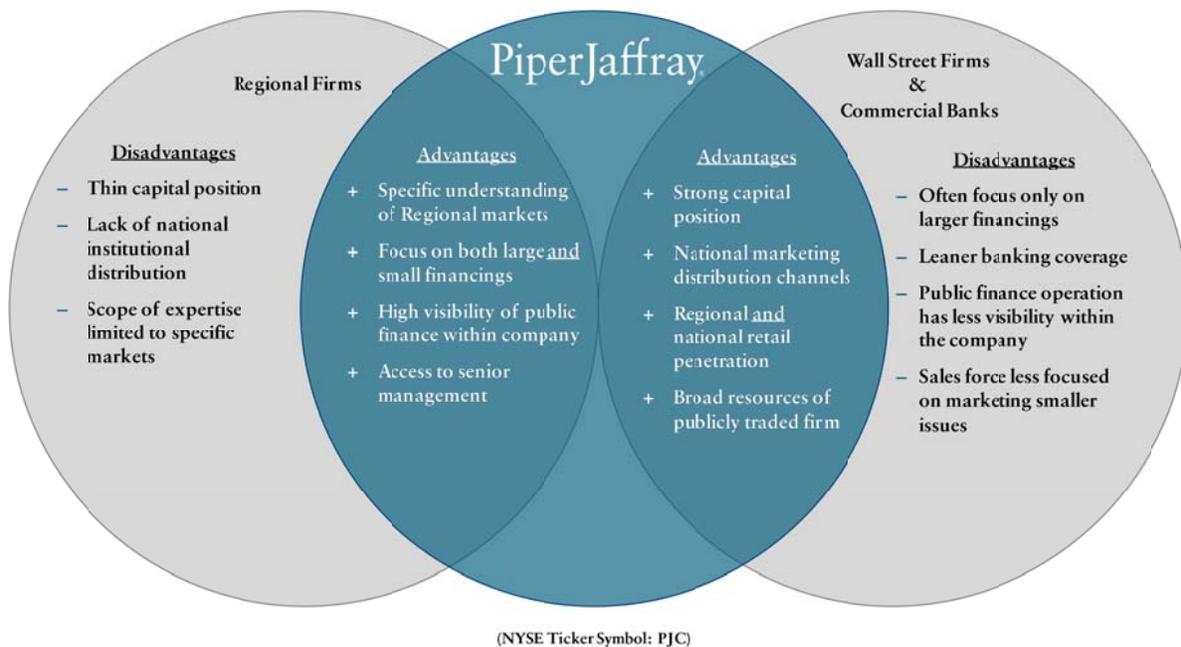
G-23 Disclosure

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		
Rank	Firm	Issues
1	Stifel Nicolaus & Co	811
2	RBC Capital Markets	669
3	Piper Jaffray & Co	497
4	Raymond James	479
5	Citi	337
6	D A Davidson & Co	314
7	Robert W Baird & Co	308
8	Bank of America Merrill Lynch	305
9	J P Morgan Securities	275
10	Morgan Stanley	257

2015 National Underwriting Rankings Negotiated Issuances Under \$10 Million Ranked by Par Amount		
Rank	Firm	Amt \$Mil
1	Stifel Nicolaus & Co	\$2,192.00
2	RBC Capital Markets	1,702.90
3	Piper Jaffray & Co	1,439.60
4	Raymond James	1,241.80
5	Robert W Baird & Co	1,049.60
6	D A Davidson & Co	984.6
7	George K Baum & Co	632.7
8	PNC Financial Services	523.7
9	Roosevelt & Cross	499.8
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.

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 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, Glenwood 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.

<i>Summary Statistics²</i>			
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.

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

MEMORANDUM

TO: Town Board of Trustees

FROM: John Staight, Open Space Coordinator

DATE: April 22, 2016

SUBJECT: A&R Investments Open Space Property Purchase

REQUEST: Review and Comment on the Draft Conservation Easement Deed and Proposed Management Plan for the property

As most of you are aware, the Town is currently under contract to purchase the 160 acre A&R Investment's property for use as Town open space. Closing is scheduled for May 31st. The Town's funding partners on the purchase are Eagle County and the Eagle Ranch Association. As a condition of funding the project, both of the Town's partners require that a conservation easement ("CE") be placed on the property. The purpose of the CE is to ensure that the property remains open space in perpetuity, and to protect important open space values including wildlife habitat and outdoor recreation. In simple terms, the CE defines what can and cannot take place on the property. The Management Plan is more of a day-to-day operations document. Both documents are legally binding.

Staff is requesting that the Trustees review the attached draft documents and provide any comments or changes which they would like to have incorporated into the final versions. Staff will present the final versions at the May 10th Board meeting. Final, formal approval will be requested at that meeting.

At this Tuesday's meeting staff will present a PowerPoint presentation that summarizes the key provisions contained in each document.

DEED OF CONSERVATION EASEMENT

Any time the Property is transferred by Grantor to any third party, Grantor shall pay a transfer fee of 0.5% to Grantee and notify Grantee pursuant to the requirements of Section 11.

THIS DEED OF CONSERVATION EASEMENT (“**Deed**”) is granted on this ____ day of _____, 2016, by the **TOWN OF EAGLE** (“**Grantor**”), whose address is _____, to **EAGLE VALLEY LAND TRUST**, a Colorado non-profit corporation (“**Grantee**”), whose address is PO Box 3016, Edwards, Colorado 81632. (Grantor and Grantee are collectively referred to herein as the “**Parties**”).

RECITALS:

A. **Description of Property.** Grantor is the sole owner in fee simple of approximately 160 acres of real property located in Eagle County, Colorado, more particularly described in **Exhibit A** and depicted in **Exhibit B**, both attached hereto and made a part hereof (the “**Property**”).

B. **Qualified Organization.** Grantee is a "qualified organization," as defined in I.R.C. §170(h) and a charitable organization as required under C.R.S. § 38-30.5-104(2). Grantee is certified by the State of Colorado’s Division of Real Estate to hold conservation easements for which a state tax credit is claimed. Grantee is also accredited by the Land Trust Accreditation Commission, a national accreditation program sponsored by the Land Trust Alliance. Grantee’s primary purpose is to preserve and protect the natural, scenic, agricultural, historical, and open space resources by assisting landowners who wish to protect their land in perpetuity to preserve and conserve natural areas, environmentally significant land, and working landscapes for ecological, scenic, aesthetic, scientific, charitable and educational purposes.

C. **Conservation Purposes.** According to I.R.C. § 170(h)(4)(A) and Treas. Regs. § 1.170A-14(d), the conservation purposes of a qualified conservation contribution must include one or more of the following: (1) to preserve land for outdoor recreation by or education of the general public; (2) to protect relatively natural habitat of fish, wildlife or plants; (3) to preserve open space; and (4) to preserve historically important land or structures.

The conservation purposes of the conservation easement conveyed by this Deed are set forth below in this Recital C and are collectively referred to hereafter in this Deed as the “**Conservation Values**.”

[TO BE COMPLETED UPON RECEIPT OF THE BASELINE REPORT]

1. **Public Recreation or Education** [Treas. Reg. § 1.170A-14(d)(2)]. The Property is intended to be used for passive public recreation and education including, but not limited to, public trails.

2. **Relatively Natural Habitat** [Treas. Reg. § 1.170A-14(d)(3)]. The Property contains [**wetlands, riparian areas, shortgrass prairie, etc.**] that provide food, shelter, breeding ground, and migration corridors for several wildlife species, including [**list names of species, including any endangered, threatened species or state species of concern**]. The Property contributes to the ecological viability of the [**local, state or national park, nature preserve, wildlife refuge, wilderness area, or other similar conservation area**]. [**Add additional language as needed**].

3. **Open Space** [Treas. Reg. § 1.170A-14(d)(4)]. The Property qualifies as open space because it is being preserved [**for the scenic enjoyment of the general public and/or pursuant to a clearly delineated federal, state or local governmental conservation policy**] and will yield a significant public benefit.

a. Scenic enjoyment. The Property adds to the scenic character of the local rural landscape in which it lies, contains a harmonious variety of shapes and textures, and provides a degree of openness, contrast and variety to the overall landscape. A large portion of the Property is visible to the general public from [**list roads, rivers, trails, etc.**], which are open to and actively utilized by residents of Eagle County and the State of Colorado.

b. Clearly Delineated Government Conservation Policy. Protection of the Property furthers the specific objectives of those clearly delineated government conservation policies set forth in Recitals D and E below.

c. Significant public benefit. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its scenic values. [**Add additional public benefit, such as proximity to conserved lands, national parks, forests or BLM land, if applicable.**]

It should also be noted that the terms of the Easement (defined below) do not permit a degree of intrusion or future development that would interfere with the essential scenic quality of the Property.

These Conservation Values are of great importance to Grantor, Grantee, the residents of Eagle County, and the State of Colorado.

If a conflict arises between protection of one or more of the identified Conservation Values that may have an actual impact, or may have a potential impact, on one or more of the other identified Conservation Values, Grantee will enforce this Easement, in its sole discretion, by giving the greatest level of protection to the relatively natural habitat Conservation Value set forth in Recital C.2 above.

D. State Policy Concerning Conservation Easements. C.R.S. § 33-1-101, provides in relevant part that "it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors." C.R.S. § 35-3.5-101 states in part that "it is the declared policy of the state of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products." C.R.S. § 38-30.5-102 provides for the creation of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational, forest or other use or condition consistent with the protection of open land, environmental quality or life sustaining ecological diversity . . ."

E. Other Supporting Government Policy.

1. The Eagle County Master Plan has the following goals and policies that support the protection of the Property:

a. Eagle County Resolution No. 02-123 provides for the creation of an open space mill levy for the purpose of acquiring, maintaining, or permanently preserving open space to preserve wildlife habitat, protect working farms and ranches, conserve scenic landscapes and vistas, protect wetlands and floodplains, or provide public access points to rivers and streams.

b. Eagle County Resolution No. 03-097 establishes that it is the policy of Eagle County to be dedicated to "preserving wildlife habitat, protecting working farms and ranches, conserving scenic landscapes and vistas, and protecting wetlands and floodplains" within and throughout Eagle County.

c. The Eagle County Comprehensive Plan states that: "Eagle County is a place where natural ecosystems are preserved and maintained in order to assure the health and wellbeing of local wildlife populations."

d. The Eagle County Comprehensive Plan states that: “The integrity, quality and interconnected nature of critical wildlife habitat in Eagle County should be preserved.”

e. The Eagle County Comprehensive Plan states that: “A variety of approaches should be utilized to preserve land as open space” including conservation easements.

2. The Town of Eagle Master Plan has the following goals and policies that support the protection of the Property:

a.

F. **Baseline Documentation Report.** Pursuant to Treas. Reg. § 1.170A-14(g)(5) and in order to document the condition of the Property as of the Effective Date, a report has been prepared by Rare Earth Science, LLC and dated _____ (the “**Baseline Report**”). The Baseline Report contains a natural resources inventory and also documents the Conservation Values and the characteristics, current use, and status of improvements on and development of the Property. The Baseline Report is acknowledged by Grantor and Grantee as an accurate representation of the Property at the time of the transfer. The Baseline Report has been provided to both parties and will be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Easement. However, the Baseline Report is not intended to preclude the use of other evidence to establish the condition of the Property as of the Effective Date.

NOW, THEREFORE, in consideration of the recitals set forth above, incorporated herein by this reference, and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, Grantor voluntarily grants and conveys to Grantee and Grantee voluntarily accepts, a perpetual conservation easement in gross (“**Easement**”), an immediately vested interest in real property defined by C.R.S. §§ 38-30.5-101, *et seq.*, and of the nature and character described in this Deed, for the purpose of preserving and protecting the Conservation Values in perpetuity, subject to, and without affecting, any currently-existing rights, if any, of third parties or the United States, encumbering the Property, under Federal law, Colorado statutory law or common law (“**Third-Party Rights**”).

1. **Purpose.** The purpose of this Easement is to ensure that Grantor preserve and protect in perpetuity the Conservation Values as they exist upon the Effective Date (defined below) and as they may evolve in the future, in accordance with I.R.C. § 170(h), Treas. Reg. § 1.170A-14, and C.R.S. § 38-30.5-101, *et seq.* (“**Purpose**”). To effectuate the Purpose of this Easement, the Parties agree: (i) to permit those uses of the Property that are expressly permitted

by this Easement, subject to any limitations or restrictions stated herein, and those uses of the Property that do not materially adversely affect the Conservation Values; and (ii) to prevent any use of the Property that is expressly prohibited by this Easement or will materially adversely affect the Conservation Values. Nothing in this Easement is intended to compel a specific use of the Property, such as agriculture, other than the preservation and protection of the Conservation Values.

2. ***Rights of Grantee.*** To accomplish the Purpose of this Easement, this Deed conveys the following rights to Grantee:

A. To preserve and protect the Conservation Values in perpetuity;

B. To enter upon the Property at reasonable times to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that, prior to such entry, Grantee shall first provide reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

C. To prevent any activity on or use of the Property that is inconsistent with the Purpose or the express terms of this Easement and, except as limited by **Section 8**, Grantee may require the restoration of such areas or features of the Property that are damaged by an inconsistent activity or use;

D. To enforce the terms and provisions of this Easement; and

E. To place signs on the Property that identify the land as being protected by this Easement, the size, number, and location of which signs are subject to Grantor's reasonable approval; and

F. All Development Rights as defined in **Section 25** (Development Rights), except as specifically reserved by Grantor herein.

Nothing in this Section shall preclude the right of Grantee to enforce the preservation and protection of the Conservation Values or any other provisions of this Easement.

3. ***Rights Retained by Grantor.*** Subject to the terms and provisions of this Easement, Grantor reserves to Grantor, and to Grantor's personal representatives, heirs, successors and assigns, all rights accruing from Grantor's ownership of the Property, including: (i) the right to engage in or permit or invite others to engage in all uses of the Property that are expressly permitted by this Easement, subject to any limitations or restrictions stated herein, and those uses of the Property that do not materially adversely affect the Conservation Values; and

(ii) to retain the economic viability of the Property and to retain income derived from the Property from all sources. Grantor may not, however, exercise these retained rights in a manner that is expressly prohibited by this Easement or that materially adversely affects the Conservation Values.

4. **Management Plan.** Grantor and Grantee have prepared and mutually agreed to a land management plan (the “**Management Plan**” or the “**Plan**”), a copy of which will be kept on file in the offices of Grantor and Grantee. The Property shall be operated and managed in accordance with the Management Plan or as otherwise set forth in this Easement. Grantor and Grantee shall review the Management Plan annually at the time of Grantee's monitoring of the Property, and the Plan shall be amended if determined necessary by either Party. If Grantor intends to undertake any activities not expressly permitted by this Easement or addressed in a current Management Plan, Grantor shall not undertake such activities unless and until Grantor has first prepared, and Grantee has approved, an amendment to the Management Plan. Any amendment to the Management Plan shall be reviewed by Grantee, and shall not be effective unless and until approved by Grantee in accordance with **Sections 17** (Grantor’s Notice) and **18** (Grantee’s Approval). Notwithstanding the above, under no circumstances shall the Management Plan authorize activities that are inconsistent with the terms of this Easement.

5. **Property Improvements.** Improvements existing as of the Effective Date may be maintained, repaired and replaced in their current location. The installation, placement or construction of any other improvement is prohibited unless expressly permitted by this **Section 5**.

A. **Existing Improvements.** As of the Effective Date, there are no improvements on the Property except for a road, unimproved trails, and an underground gas pipeline, and limited perimeter and interior fencing.

B. **New Improvements.** The following shall be referred to herein as “**New Improvements:**”

i. Grantor may place, install, construct, maintain, repair and replace the following new improvements: (a) interpretive and directional signage; (b) wildlife resistant trash collection containers; (c) up to 2 (two) picnic tables, provided that such picnic tables shall not be concentrated together in one area; (d) up to 2 (two) benches, provided that such benches shall not be concentrated together in one area; and (e) one (1) bridge, no more than 8 feet wide, crossing Abrams Creek in the approximate location identified as “Segment 4” on **Exhibit C** attached hereto and made a part hereof.

C. **Other Improvements.**

i. **Roads and Trails.** For purposes of this Section, “**Roads**” shall mean any permanent road that is graded, improved or maintained, including any seasonal unimproved roads and two-track roads. “**Trails**” shall mean any unimproved or improved path, or paved or unpaved trail constructed or established by human use, but shall not include trails established by wildlife or livestock. Grantor may only construct Roads or Trails in the manner permitted below and only after providing notice to Grantor in accordance with **Section 17** (Grantor’s Notice).

a. **Roads.** Grantor shall not maintain, construct or establish Roads except for those existing Roads depicted on **Exhibit B** or such other Roads approved in writing by Colorado Parks and Wildlife (or its successor agency), and approved by Grantee pursuant to **Sections 17** (Grantor’s Notice) and **18** (Grantee’s Approval). Roads may only be used for passive non-motorized recreation or Property management purposes. Grantor shall not pave or otherwise surface any Road with impervious surfaces.

b. **Trails.** Grantor shall not maintain, construct or establish any Trail on the Property except for the Trails to be constructed in the approximate locations depicted on **Exhibit C** (limited to one (1) trail per trail corridor identified), or unless approved in writing by Colorado Parks and Wildlife (or its successor agency), and approved by Grantee pursuant to **Sections 17** (Grantor’s Notice) and **18** (Grantee’s Approval). The surface of the Trails shall be dirt, gravel, rock, or other natural surface, the width of any Trail tread shall not exceed six (6) feet, and the Trails may include railings and steps. Grantor reserves the right to make improvements to the Trails and allow use of the Trails as may be required under the law to comply with 42 U.S.C. §§12101 *et seq.* The Management Plan shall set forth general guidelines for the use and maintenance of the Trails.

ii. **Fences.** Grantor may maintain, repair and replace existing fences and construct new fences anywhere on the Property, provided that any new fences shall be designed and constructed to minimize, to the extent practicable, impacts on wildlife and to adequately exclude livestock where livestock are present on land adjacent to the Property.

iii. **Utility Improvements.** Existing energy generation or transmission infrastructure and other existing utility improvements, if any, including but not limited to: (i) electric power poles, transformers, and lines; (ii) telephone and communications towers, poles, and lines; (iii) natural gas pipelines; and (iv) renewable energy generation systems including, but not limited to, wind, solar, geothermal, or hydroelectric (“**Utility Improvements**”), may be repaired or replaced with an improvement of similar size and type at their current locations on the Property without further permission from Grantee. Grantor shall not enlarge or construct any new Utility Improvements unless approved in writing by Colorado Parks and Wildlife (or its successor agency), and approved by Grantee pursuant to **Sections 17** (Grantor’s Notice) and **18** (Grantee’s Approval). Prior to the construction of any permitted Utility Improvements on the Property, Grantor shall provide notice of such construction to Grantee and Colorado Parks and Wildlife (or its successor agency). Following the repair, replacement, or construction of any Utility Improvements, Grantor shall promptly restore any disturbed area to a condition consistent with the Purpose. Any easement, right of way or other interest granted to a third party or otherwise reserved, to be used for Utility Improvements is subject to **Section 7.H** (Easements, Rights of Way or Other Interests). Notwithstanding the foregoing, holders of Third-Party Rights may have rights to access, construct, maintain, repair and replace Utility Improvements in accordance with Third-Party Rights. Grantor agrees that any agreement Grantor enters into with holders of Third-Party Rights that permits disturbance of the Property, shall also require restoration of the Property to a condition as close to its original condition as reasonably practicable.

iv. **Signs.** Grantor may place and maintain interpretive and directional signs, provided that such signs do not exceed four (4) square feet. Grantor may place larger signs on the Property with Grantee’s approval pursuant to **Sections 17** (Grantor’s Notice) and **18** (Grantee’s Approval).

v. **Motor Vehicles.** Grantor, and any other entity or person Grantor authorizes, may use motorized vehicles, including without limitation all-terrain vehicles and agricultural and construction vehicles (i) on any Roads, and (ii) on any portion of the Property that is not a Road, provided that such vehicles shall be used only for construction, maintenance, and replacement of the improvements permitted by this Easement or for property management purposes including, but not limited to, maintenance of the Trails, weed control, and habitat restoration. Notwithstanding the foregoing, Grantor shall have the right to permit motorized access on the Trails in order to comply with 42 U.S.C. §§ 12101 et seq. Any

portion of the Property disturbed due to the use of motor vehicles shall be restored to a condition as close to its original condition as reasonably practicable.

6. **Resource Management.** Grantor recognizes the importance of good resource management and stewardship to preserve and protect the Conservation Values. To this end, Grantor shall conduct the following uses of the Property in accordance with the provisions below. If Grantee believes any resource management practice(s) are not consistent with the Purpose, Grantee, in addition to all of its rights under this Deed, may request that the Parties consult with a mutually agreed upon resource management professional with a mutually agreed upon fee for services. This professional will provide written recommendations for said resource management practice(s) and Grantor shall follow the resource management professional's reasonable recommendations, only after Grantor and Grantee have jointly determined that said recommendations are consistent with the Purpose. Grantor shall pay the costs for such consultation, including any fees for the resource management professional.

A. **Timber.** Grantor may cut trees to control insects and disease, to control invasive species, to prevent personal injury and property damage, and for fire mitigation purposes including limited and localized tree and vegetation thinning and the creation of defensible space for permitted improvements. Grantor may also cut dead trees on the Property for habitat improvement, the construction of permitted Improvements and fences on the Property. Any large scale fire mitigation activities shall be conducted in substantial accordance with a forest management plan prepared by a professional forester at Grantor's expense, which plan shall be reviewed by Grantee, and shall not be effective unless and until approved by Grantee pursuant to **Sections 17** (Grantor's Notice) and **18** (Grantee's Approval).

B. **Relatively Natural Habitat.** Grantor may conduct any activities to create, maintain, restore, or enhance wildlife habitat and native biological communities on the Property, provided that such activities do not temporarily or permanently have a material adverse effect on the Conservation Values without Grantee's approval. If such activities could in any manner temporarily or permanently have a material adverse effect on the Conservation Values, Grantor must first notify Grantee and obtain Grantee's consent pursuant to **Sections 17** (Grantor's Notice) and **18** (Grantee's Approval).

C. **Minerals and Other Deposits.** As of the Effective Date, Grantor does not own all of the coal, oil, gas, hydrocarbons, and other minerals (the "**Minerals**") located on, under, or in the Property or otherwise associated with the Property. For this reason, a minerals assessment report has been completed by _____, dated _____, 20____, in compliance with I.R.C. § 170(h)(5)(B)(ii) and Treas. Reg. § 1.170A-14(g)(4).

The report concludes that, as of the Effective Date, the probability of extraction or removal of minerals from the Property by any surface mining method is so remote as to be negligible. This Easement expressly prohibits the mining or extraction of Minerals using any surface mining method. Grantor may permit subsurface access to Minerals from locations off the Property, provided that Grantor shall not permit such subsurface access to disturb the subjacent and lateral support of the Property.

i. **Third-Party Mineral Extraction.** If a third party owns all, or controls some, of the Minerals, and proposes to extract Minerals from the Property, Grantor shall immediately notify Grantee in writing of any proposal or contact from a third party to explore for or develop the Minerals on the Property. Grantor shall not enter into any lease, surface use agreement, no-surface occupancy agreement, or any other instrument related to Minerals associated with the Property (each, a “**Mineral Document**”), with a third party subsequent to the Effective Date without providing a copy of the same to Grantee prior to its execution by Grantor for Grantee’s review and approval. Any Mineral Document shall require that Grantor provide notice to Grantee whenever notice is given to Grantor, require the consent of Grantee for any activity not specifically authorized by the instrument, and give Grantee the right, but not the obligation, to object, appeal and intervene in any action in which Grantor has such rights. Any Mineral Document must either (i) prohibit any access to the surface of the Property or (ii), must (a) limit the area(s) of disturbance to a specified area(s); (b) include provisions that ensure that the proposed activities have a limited, localized impact on the Property that is not irremediably destructive of the Conservation Values; and (c) contain a full description of the activities proposed, a description of the extent of disturbance, the location of facilities, equipment, roadways, pipelines and any other infrastructure, the proposed operation restrictions to minimize impacts on the Conservation Values, reclamation measures including and in addition to those required by law, and remedies for damages to the Conservation Values. Any Mineral Document that only permits subsurface access to Minerals but prohibits any access to the surface of the Property shall also prohibit any disturbance to the subjacent and lateral support of the Property.

D. **Recreation.** Grantor may undertake, or permit members of the public to undertake passive, non-motorized recreation on the Property, including, but not limited to, wildlife watching, hiking, biking, and equestrian, provided such activities are undertaken in accordance with the Management Plan, and provided further that Grantor shall prohibit public access from December 15 to April 15 annually. The dates of such

prohibition of public access may be adjusted upon the written approval of Colorado Parks and Wildlife (or its successor agency), and upon Grantee's approval pursuant to **Sections 17** (Grantor's Notice) and **18** (Grantee's Approval). Notwithstanding the foregoing, Grantor may allow motorized access in the manner otherwise permitted in **Section 5**.

E. **Water Rights.** No water rights are encumbered by this Easement.

F. **Special Events.** Grantor also reserves the right to conduct, or to permit others to conduct, special events on the Property, provided such special events originate off-site, are restricted to existing Trails on the Property, traverse directly through the Property without encouraging the congregation of participants on the Property, and provided such special events are specifically approved by Grantee as part of the Management Plan or are otherwise approved by Grantee pursuant to **Sections 17** (Grantor's Notice) and **18** (Grantee's Approval), and provided Grantor conducts such special events in a manner that minimizes damage to the Conservation Values and promptly and diligently re-vegetates any disturbed areas with native seed and/or vegetation. "**Special events**" shall mean those temporary, short-term events and uses of the Property that exceed the uses expressly permitted herein because they will involve a large number of people using the Property at one time.

G. **Public Access.** Nothing contained herein shall be construed as affording the public access to any portion of the Property. The Parties acknowledge that Grantor reserves the right to permit public access to the Property, in accordance with the Management Plan, for use by the public for purposes permitted by this Deed.

H. **Weed Control.** The Parties recognize the potential negative impact of noxious weeds and invasive plant species on the Conservation Values. Grantor shall manage noxious weeds and invasive plant species in a manner consistent with the Purpose. Grantee has no responsibility for the management of noxious weeds and invasive plant species.

7. **Restricted Practices.**

A. **Subdivision.** Grantor and Grantee agree that the division, subdivision or de facto subdivision of the Property, whether by legal or physical process, into two or more parcels of land or partial or separate interests (including, but not limited to, condominium interests or the partition of undivided interests) is prohibited. At all times Grantor shall own and convey the Property as a single parcel which shall be subject to the terms and conditions of this Easement, regardless of whether the Property now consists of separate parcels, was acquired as separate parcels, or is treated as separate parcels for

property tax or other purposes. Grantor may own the single parcel by joint tenancy or tenancy in common, consistent with **Section 28** (Joint and Several Liability) and **29** (Ownership by Single Entity Consisting of Multiple Parties); provided, however, that Grantor shall not undertake any legal proceeding to partition, subdivide or divide in any manner such undivided interests in the single parcel.

B. **Surface Disturbance.** Any alteration of the surface of the land, including without limitation, the movement, excavation, extraction or removal of soil, sand, gravel, rock, peat or sod, is prohibited, unless such alteration is associated with permitted acts on and uses of the Property and is consistent with the Purpose.

C. **Existing Water Features.** The maintenance and repair of existing non-domestic water improvements such as ponds, reservoirs, irrigation ditches, pipes, headgates, flumes, pumps, or wells, if any, is permitted. The construction of new water improvements or enlargement of existing water improvements is permitted upon the written approval of Colorado Parks and Wildlife (or its successor agency), and upon Grantee's approval pursuant to **Sections 17** (Grantor's Notice) and **18** (Grantee's Approval). Any portion of the Property that is disturbed by the maintenance, repair, construction or enlargement of water improvements shall be restored to a condition that is consistent with the Purpose promptly after said activity is completed.

D. **Commercial or Industrial Activity.** Grantor shall not conduct industrial uses on the Property. Grantor shall not conduct commercial uses of the Property that are not consistent with the Purpose such as the special events permitted pursuant to **Section 6.F** or small commercially guided groups that obtain a special use permit from the Grantor but would not otherwise be considered a special event pursuant to **Section 6.F**.

E. **Feed Lot.** Grantor shall not establish or maintain a feed lot. For purposes of this Easement, "feed lot" means a permanently constructed confined area or facility which is used and maintained continuously and exclusively for purposes of warm-up or fattening large numbers of livestock for market.

F. **Trash.** Grantor may not dump or accumulate any kind of trash, sludge, or refuse on the Property, except for trash contained within wildlife resistant trash containers.

G. **Hazardous Materials.** Grantor may use agri-chemicals on the Property in accordance with all applicable federal, state or local laws. For purposes of this Easement, "Hazardous Materials" shall mean any "hazardous substance" as defined in §9601(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980,

as amended (“CERCLA”), “pollutant or contaminant” as defined in § 9601(33) of CERCLA, or any hazardous waste as defined in C.R.S. §25-15-101(6). 40 C.F.R. § 302.4 provides a non-exhaustive list of over 600 substances that qualify as hazardous substances under CERCLA. The use, treatment, storage, disposal, or release of Hazardous Materials shall only be permitted in accordance with applicable, federal, state and local law and regulations. Without limiting the foregoing, nothing in this Easement shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of CERCLA, as amended.

H. ***Easements, Rights of Way or Other Interests.*** The conveyance or modification of an easement, right of way, Mineral Document or other similar interest is prohibited unless Grantee determines that the proposed conveyance or modification is consistent with the Purpose, pursuant to **Sections 17** (Grantor’s Notice) and **18** (Grantee’s Approval).

I. ***Other Restricted Uses.*** Grantor shall not construct or establish golf courses, sod farms, helicopter pads, and airstrips.

J. ***Telecommunications Facilities.*** Grantor shall not erect, construct, install, relocate, or use a communication facility, telecommunication facility, network element, telecommunication equipment, or any other equipment or material that may be used for telecommunications or to provide telecommunication services (as such terms are defined in The Federal Telecommunications Act of 1996).

K. ***Wildfire.*** In the event of a wildfire, any and all methods of extinguishing the fire are permissible. Also, in the event of a wildfire, the Property is available for staging of fire activities and camping for firefighters depending on the severity of an event.

8. ***Responsibilities of Grantor and Grantee Not Affected.*** Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligations of Grantor as owner of the Property. Additionally, unless otherwise specified below, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Grantor shall continue to be solely responsible and Grantee shall have no obligation for the upkeep and maintenance of the Property and Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law. Among other things, this shall apply to:

A. **Taxes.** Grantor is a tax-exempt entity. However, if Grantor or the Property ever become subject to real or personal property taxes or assessments levied against the Property, Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same. If for any reason Grantor fails to pay any taxes, assessments or similar requisite charges, Grantee may pay such taxes, assessments or similar requisite charges, and may bring an action against Grantor to recover all such taxes, assessments and similar charges plus interest thereon at the rate charged delinquent property taxes by the county assessor's office in which the Property is located.

B. **No Liability.** Grantee shall not be liable for injury or damages occurring on, or arising from, the Property unless due solely to the gross negligence or intentional acts of the Grantee. Liability of Grantor, if any, shall not exceed an amount equal to any limits set forth in the Colorado Governmental Immunity Act now existing or as may hereafter be amended, nor confer any rights or benefits on any person or activity not a party to this Agreement. Grantor does not waive or intend to waive the limitations on liability which are provided to it under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. Grantor agrees to obtain and maintain at all times, commercial general liability insurance consistent with the limits set forth in the Governmental Immunity Act, naming Grantee as an additional insured. Grantor shall provide proof of such insurance at any time requested by Grantee.

9. **Enforcement.**

A. **General Provisions.** Grantee shall have the right to prevent and correct or require correction of violations of the terms of this Deed. If Grantee determines that immediate entry is required to inspect for, prevent, terminate, or mitigate a violation of the terms of this Deed, Grantee may enter the Property without advance notice. If such entry occurs, Grantee shall notify Grantor within a reasonable time thereafter. If Grantee determines that a violation has occurred, Grantee shall notify Grantor, of the nature of the alleged violation in writing. Upon receipt of said notice, Grantor shall immediately cease the alleged violation and within thirty (30) days either (i) if necessary, provide a written plan for restoration and remediation of the Property and, once approved by Grantee, restore or remediate the Property in accordance with the plan; or (ii) provide written documentation demonstrating that the activity is permitted and is not a violation. Grantee's acceptance of Grantor's actions under (i) or (ii) above shall be in Grantee's sole discretion, and shall be confirmed by Grantee in writing. If Grantor is unable or unwilling to immediately cease the alleged violation, and comply with (i) or (ii) above,

the Parties agree to resolve the dispute through mediation as set in forth in **Section 32** or judicial process. At any point in time, Grantee may take appropriate legal action, including seeking an injunction, to stop the alleged violation.

B. **Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Deed against Grantor, including, without limitation, costs and expenses of suit, and reasonable staff time and attorneys' fees necessitated by Grantor's violation of the terms of this Deed, shall be borne by Grantor. If the deciding body determines that Grantor is the prevailing party on all claims in any court action to enforce the terms of this Deed, the Parties shall each be responsible for their own costs and attorney fees. The foregoing two sentences are subject to the following:

i. Any costs of restoration necessitated by Grantor's violation of the terms of this Deed, shall be borne by Grantor.

ii. If an action is brought to enforce the final decision of the mediator that was agreed to by the Parties, then the prevailing Party shall be entitled to payment from the non-prevailing Party of its costs incurred in enforcing the terms of the final decision, including, without limitation, its costs and expenses of suit, and attorneys' fees.

C. **Grantee's Discretion.** Grantee's remedies described in this **Section 9** shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values as described in C.R.S. § 38-30.5-108. The failure of Grantee to discover a violation or to take action shall not waive any of Grantee's rights, claims or interests in pursuing any such action at a later date.

10. **Transfer of Easement.** Grantee shall have the right to transfer this Easement to any public agency or private non-profit organization that, at the time of transfer, is a "qualified organization" under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §§38-30.5-101, et seq. and C.R.S. §12-61-720, and only if the agency or the organization expressly agrees to abide by the terms of this Easement and to assume the responsibility imposed on Grantee by this Easement. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist or no longer qualifies under federal or state law, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes and that agrees to abide by the terms of this Easement and to assume the responsibility imposed on Grantee by this Easement.

11. **Transfer of Property.** Any time the Property or a portion thereof is transferred by Grantor to any third party, Grantor shall pay a transfer fee of 0.5% of the current fair market value of the Property to Grantee to be used for purposes consistent with Grantee's mission. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor shall notify Grantee in writing within (5) business days after closing using the form in **Exhibit D** attached hereto and made a part hereof, and shall attach to the form a copy of the new ownership deed. Grantee reserves the right to record a notice of transfer fee in the official real property records of Eagle County, Colorado. This provision is intended to run with the land for perpetuity, and to touch and concern the Property burdened by this easement by providing Grantee a contribution toward its stewardship, enforcement and defense of this Easement. If a fee is attributable to a transfer of property classified as "residential real property," as defined in C.R.S. § 38-35-127(2)(e), then the Grantee covenants and agrees that the fee shall be used for the purposes specified in C.R.S. § 38-35-127(2)(b)(V) in a manner consistent with the Grantee's mission.

12. **Condemnation.** Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall have the right to participate in any proceedings as a real property interest holder. Grantee may pursue any remedies in law or in equity, including opposition to the condemnation of the Property. If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, Grantee shall be entitled to compensation determined as provided in **Section 14**.

13. **Termination or Extinguishment of Easement.** Except as provided in **Section 12** (Condemnation), this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall be entitled to compensation determined as provided in **Section 14**.

14. **Compensation upon Condemnation, Termination, or Extinguishment.**

A. The Parties acknowledge that an appraisal of the Property has been completed that indicates that the fair market value of the Easement is _____ percent (___%) of the full fair market value of the Property unrestricted by this Easement ("**Proportionate Value Percentage**"), which percentage shall remain constant and shall be applied pursuant to Treas. Reg. § 1.170A-14(g)(6)(ii).

B. If the Property is condemned, in whole or in part, as discussed in **Section 12**, or if this Easement is terminated or extinguished pursuant to **Section 13** (Termination or Extinguishment of Easement), Grantee shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Value Percentage of the full fair market value of the Property unrestricted by this Easement pursuant to Treas. Reg. § 1.170A-14(g)(6)(ii), excluding the value of any improvements. Grantor shall not voluntarily accept proceeds equal to less than full fair market value of the affected Property unrestricted by this Easement without the approval of Grantee.

C. Grantee's use of its share of such proceeds shall comply with Treas. Reg. § 1.170A-14(g)(6).

D. Grantee's remedies described in this Section shall be cumulative and shall be in addition to any and all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values as described in C.R.S. § 38-30.5-108.

15. ***Perpetual Duration.*** This Easement shall be a servitude running with the land in perpetuity. The provisions of this Easement that apply to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear; provided, however, that each party's rights and obligations under this Easement shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of the party's entire interest in this Easement or the Property, except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer.

16. ***Change of Circumstance.*** The fact that any use of the Property that is prohibited by this Easement, or any other use as determined by Grantee to be inconsistent with the Purpose of this Easement, may become economically more valuable than permitted uses has been considered by Grantor in granting this Easement. It is the intent of both Grantor and Grantee that such circumstances shall not justify the termination or extinguishment of this Easement pursuant to **Section 13**. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment pursuant to **Section 13**.

17. ***Grantor's Notice.*** Where Grantor's notice is required in this Deed, Grantor shall notify Grantee in writing not less than sixty (60) calendar days prior to the date Grantor intends to undertake the activity in question. The written notice shall describe the proposed activity in sufficient detail (i.e. location, size, scope, design, nature) to allow Grantee to evaluate the consistency of the proposed activity with the pertinent terms of this Easement.

18. **Grantee's Approval.** Where Grantee's approval is required in this Deed, Grantee shall grant or withhold its approval in writing within thirty (30) calendar days of receipt of Grantor's written notice thereof. Grantee's decision may be withheld if Grantee is unable to immediately evaluate the proposed action. Grantor shall not engage in the proposed act or use until Grantor receives Grantee's approval in writing. As part of its determination, Grantee shall consider the proposed manner in which the proposed activity will be conducted, whether it complies with the terms of this Easement, and the likely impact on the Conservation Values. Grantee's approval may be withheld only if Grantee reasonably determines that there is any risk that the activity as proposed is not consistent with the Purpose. Grantor shall pay any and all costs associated with the evaluation of the proposed use or activity, including, but not limited to, staff time, legal fees, and resource specialist fees.

19. **Notices.** Any notice that either party is required to give to the other in writing shall be transmitted via fax, U.S. mail, overnight delivery service or served personally to the following addresses which addresses may change from time to time by a party giving written notice in the manner set forth above:

Grantor: _____

Phone: _____
e-mail: _____

Grantee: Eagle Valley Land Trust
PO Box 3016
Edwards, CO 81632
Phone: 970-748-7654
e-mail: exec@evlt.org

20. **Liens on the Property.** No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing. Any mortgage or lien arising from such a borrowing is subordinate to this Deed.

21. **No Merger, Abandonment, Release, or Adverse Possession.** Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Easement. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor. The Easement shall not be extinguished, in whole

or in part, through the legal doctrine of merger in view of the public interest in its enforcement. This Easement cannot be abandoned, released, or affected by adverse possession.

22. ***Grantor's Representations and Warranties.***

A. Except as provided in **Section 20**, Grantor warrants that Grantor: (i) has good and sufficient title to the Property, free from all liens and encumbrances securing monetary obligations except ad valorem property taxes for the current year; (ii) has the right to grant access to the Property to Grantee for the purposes described in this Easement and has in fact granted said access to Grantee; and (iii) hereby promises to defend title to the Property against all claims that may be made against it by any person claiming by, through, or under Grantor.

B. Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:

i. No hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, deposited, or transported, in, on, or across the Property, and that there are no underground storage tanks located on the Property;

ii. Grantor and the Property are in compliance with all federal state, and local laws, regulations, and requirements applicable to the Property and its use;

iii. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and

iv. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use.

23. ***Acceptance.*** Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed for which no goods or services were exchanged or provided.

24. ***General Provisions:***

A. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

B. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

C. **Waiver of Defenses.** Grantor hereby waives any defense of laches, estoppel or prescription and acknowledges and agrees that the one-year statute of limitation provided under C.R.S. § 38-41-119 does not apply to this Easement, and Grantor waives any rights of Grantor pursuant to such statute.

D. **Controlling Law and Liberal Construction.** The provisions of this Easement are subject to the laws of the United States and the State of Colorado as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder. The provisions of this Easement are to be liberally construed in favor of the Purpose, and any ambiguities or questions regarding the validity of specific provisions shall be interpreted in favor of maintaining the Purpose. Any decisions resolving such ambiguities or questions shall be documented in writing.

E. **Counterparts.** The parties may execute this instrument in two or more counterparts which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it; all counterparts, when taken together, shall constitute this instrument.

F. **Amendment.** If circumstances arise under which an amendment to or modification of this Deed would be appropriate, Grantor and Grantee are free to jointly amend this Deed; provided that no amendment shall be allowed that will confer a private benefit to Grantor or any other individual greater than the benefit to the general public (see Treas. Reg. § 1.170A-14(h)(3)(i)) or result in private inurement for a Board member, staff or contract employee of Grantee (see Treas. Reg. § 1.501(c)(3)-1(c)(2)), or affect the qualifications of this Easement under any applicable laws. Any amendment shall be consistent with Grantee's policies, must not be inconsistent with the preservation and protection of the Conservation Values, and shall not affect the perpetual duration of the Easement. Grantee shall have the right to charge a fee to Grantor for costs, including staff and consultant time and attorney's fees, associated with any amendment. Any

amendment must be in writing, signed by both parties, and recorded in the official records of Eagle County, Colorado.

G. **Entire Agreement.** This Deed sets forth the entire agreement of the parties with respect to the terms of this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the terms of this Easement, all of which are merged herein.

25. **Development Rights.** For purposes of this Easement, “Development Rights” are defined as all present or future rights to (i) construct, place, replace, enlarge, maintain or repair any improvements on the Property; or (ii) receive credit for density for development on or off the Property. By this Deed, Grantor conveys to Grantee all Development Rights associated with the Property except those Development Rights specifically reserved by Grantor, which include the right to make new Improvements pursuant to **Section 4**. Therefore, Grantor does not have the right to use or transfer any Development Rights conveyed to Grantee by this Deed.

26. **Recording.** Grantor shall record this Deed in timely fashion in the official real property records of Eagle County, Colorado, and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.

27. **No Third Party Enforcement.** This Deed is entered into by and between Grantor and Grantee and does not create rights or responsibilities for the enforcement of the terms of this Deed in any third parties except as expressly reserved herein.

28. **Joint and Several Liability.** If Grantor at any time owns the Property in joint tenancy or tenancy in common, Grantor shall be jointly and severally liable for all obligations set forth in this Easement.

29. **Ownership by Single Entity Consisting of Multiple Parties.** If Grantor at any time is an entity which consists of shareholders, partners or members, such Grantor entity is required to include in its operating agreement, bylaws or other documents setting forth the rights and responsibilities of the entity, the right to assess or to otherwise collect payment from such shareholders, partners or members for any monetary or other obligations set forth in this Easement. Grantor shall provide a copy of such documentation at any time upon Grantee’s request.

30. **Environmental Attributes.** Grantor hereby reserves all Environmental Attributes associated with the Property. “Environmental Attributes” shall mean any and all tax or other credits, benefits, renewable energy certificates, emissions reductions, offsets, and allowances (including but not limited to water, riparian, greenhouse gas, beneficial use, and renewable

energy), generated from or attributable to the conservation, preservation and management of the Property in accordance with this Easement. Nothing in this **Section 30** shall modify the restrictions imposed by this Easement or otherwise impair the preservation and protection of the Conservation Values.

31. **Authority to Execute.** Each party represents to the other that such party has full power and authority to execute and deliver this Deed, and perform its obligations under this Easement, that the individual executing this Deed on behalf of said party is fully empowered and authorized to do so, and that this Deed constitutes a valid and legally binding obligation of said party enforceable against said party in accordance with its terms.

32. **Mediation of Disputes.** If Grantee or Grantor has an enforcement dispute as set forth in Section 9, or if Grantee denies a request by Grantor for approval pursuant to Section 18, Grantor may appeal Grantee's decision by requesting mediation with Grantee in a written notice to Grantee. Within ten (10) working days of the receipt of such request, the Parties shall select a single, trained, and impartial mediator with experience in conservation easements and other land preservation tools. Mediation shall then proceed in accordance with the following guidelines:

A. **Purpose.** The purpose of the mediation is to: (i) promote discussion between the Parties; (ii) assist the Parties to develop and exchange pertinent information concerning the issues in dispute; and (iii) assist the Parties to develop proposals which will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions, or restrictions of this Easement.

B. **Participation.** The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the Parties with settlement authority will attend mediation sessions as required by the mediator.

C. **Confidentiality.** All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any Party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceedings or construed as an admission of a Party in accordance with Colorado Rules of Evidence, Rule 408.

D. **Time Period.** Neither Party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of receipt of the initial request or

if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

E. **Costs of Mediation.** Grantor shall pay all of Grantee's expenses associated with the mediation, including attorneys' fees and consultant fees, except that Grantor and Grantee shall share the cost of the mediator.

33. **Annual Appropriation.** To the extent that any financial obligation set forth in this Easement is subject to the multiple fiscal year obligations as set forth in Article 10 of the Colorado Constitution or C.R.S. § 29-1-110, such obligation may be subject to annual appropriation by Grantor. The foregoing is not an agreement or an acknowledgement by either Grantor or Grantee that any financial obligation which could arise pursuant to this Deed would be subject to the requirement that funds for such financial obligation must be appropriated by Grantor. Nothing in this Deed shall be deemed to be a waiver of any rights that Grantee may have pursuant to C.R.S. § 30-25-104. Nothing in this Section 31 shall prevent Grantee from enforcing this Deed in accordance with its terms, despite a failure by Grantor to appropriate funds.

34. **Force Majeure.** Grantor shall not be obligated to send any prior notice to Grantee, and Grantee shall not be entitled to bring any action against Grantor, with respect to any prudent, good faith activity undertaken by Grantor to prevent, abate, or mitigate injury to the Property immediately before, during, or immediately following fire, flood, storm, earth movement, acts of war, and similar causes beyond the control of Grantor. Grantor will promptly inform Grantee of injury to the Property caused by such events or actions.

35. **Effective Date.** The "**Effective Date**" of this Deed shall be the date of its recording in the Eagle County Clerk and Recorder's Office.

TO HAVE AND TO HOLD, this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

SIGNATURE PAGES TO FOLLOW.

EXHIBIT A

Legal Description of the Property

W1/2W1/2 of Tract 70, Township 5 South, Range 84 West of the 6th Principal Meridian as shown on Patent No. 7987 recorded February 14, 1994 in Book 632 at Page 470, County of Eagle, State of Colorado

EXHIBIT B

Map of Property

A&R Investments Property

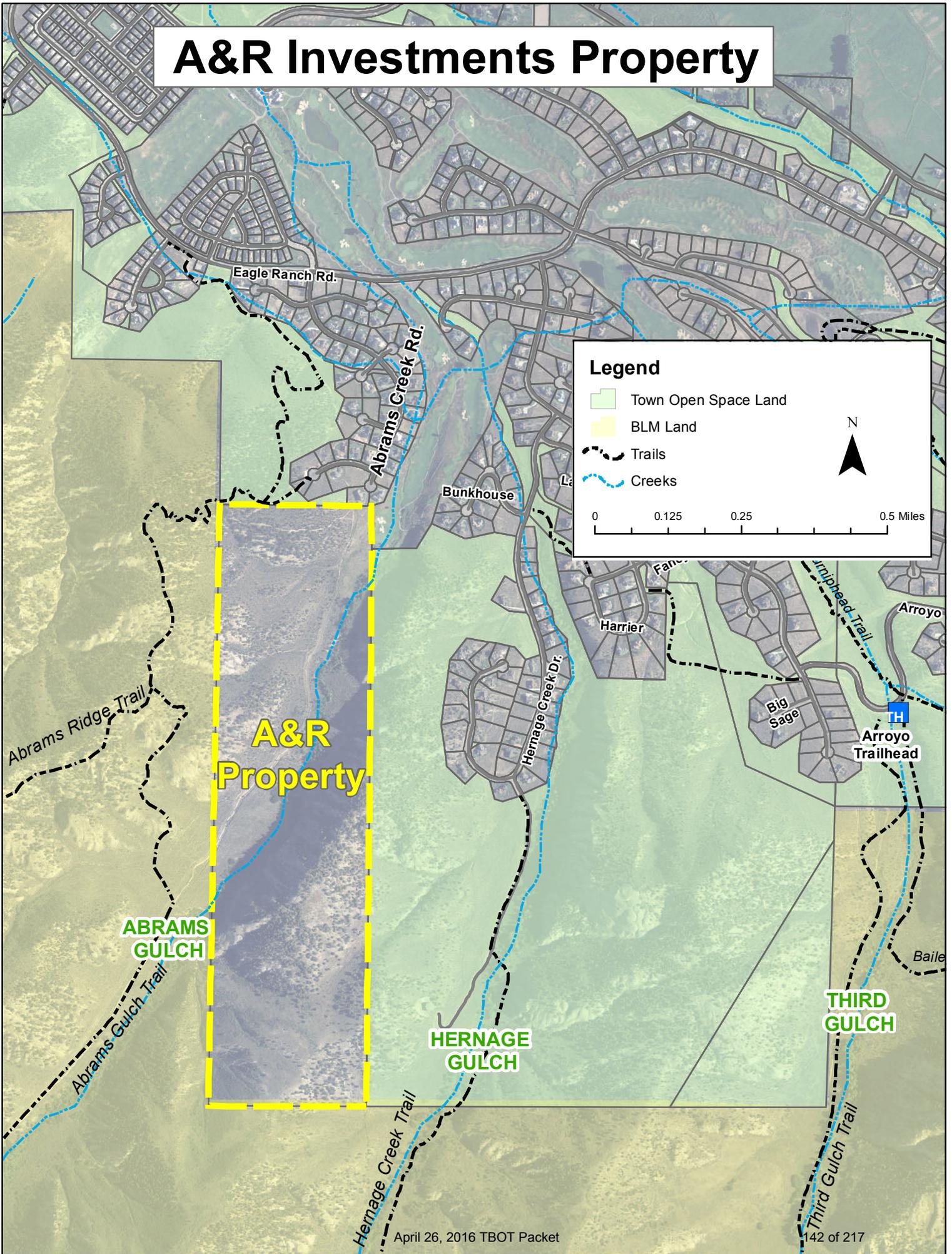
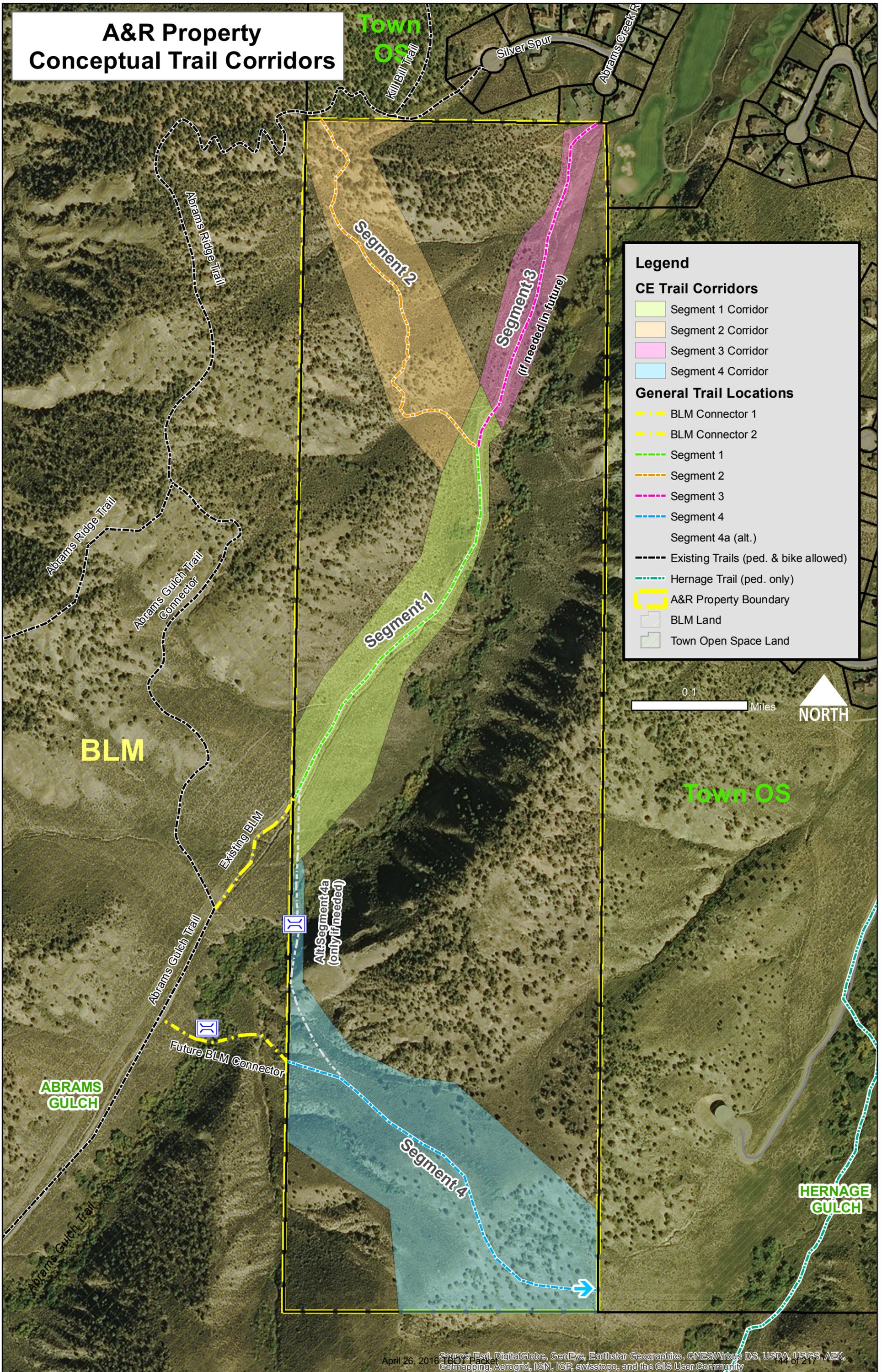


EXHIBIT C

Conceptual Trail Corridors

A&R Property Conceptual Trail Corridors



Legend

CE Trail Corridors

- Segment 1 Corridor
- Segment 2 Corridor
- Segment 3 Corridor
- Segment 4 Corridor

General Trail Locations

- BLM Connector 1
- BLM Connector 2
- Segment 1
- Segment 2
- Segment 3
- Segment 4
- Segment 4a (alt.)
- Existing Trails (ped. & bike allowed)
- Hernage Trail (ped. only)
- A&R Property Boundary
- BLM Land
- Town Open Space Land



**MANAGEMENT PLAN
FOR
A & R PROPERTY**

The Town of Eagle (the “Town”) is the current owner of the A & R property (the “Property”) legally described in and subject to that certain Deed of Conservation Easement granted to the Eagle Valley Land Trust (“EVL”) on _____ and recorded at Reception No. _____ (“Conservation Easement”) in the real estate records of Eagle County, Colorado.

The Town agreed to encumber the Property with the Conservation Easement. The Eagle Valley Land Trust has been selected to accept, hold, administer, monitor and enforce the Conservation Easement.

The purpose of the Conservation Easement is to preserve and protect the Conservation Values as that term is defined in the Conservation Easement. Conservation Values generally include the preservation of open space (scenic enjoyment of the general public and agricultural purposes), relatively natural habitat of wildlife and plants, and passive recreation and educational purposes for the public, all of which will yield a significant public benefit. The Town is obligated to uphold the terms of the Conservation Easement including ensuring that all acts on and uses of the Property must have a positive impact, neutral impact, or no impact on the protection of the Conservation Values as determined by EVLT in its discretion.

This management plan (the “Plan”) has been created to outline specific strategies to further protect and maintain the Conservation Values. The goal of this Plan is to set forth the use of the Property for the purpose of preserving and protecting the Town’s investment in all of the Conservation Values, providing compatible outdoor recreation opportunities, and providing for mitigation of the impacts of the recreational amenities on wildlife and habitat, all in accordance with the Conservation Easement and this Plan.

EVL is not responsible for the management of the Property in any way including construction or maintenance of trails or installation or maintenance of improvements, and EVLT has no enforcement responsibility with respect to any provisions of this Plan, or usage rules and regulations as determined by the Town other than the requirement to enforce the terms of the Conservation Easement should they be violated by the Town.

The Town intends to employ sound management and land conservation practices to protect its wildlife habitat and to preserve the Property in a natural, scenic, and open condition. The Town also intends to take the following actions, which are consistent with the terms and conditions of the Conservation Easement:

Overall Management

- The Town shall patrol the Property on a regular basis (at least monthly during the winter) to effectively enforce the Town’s rules and the requirements of this Plan,

periodically walk the Property to notice any changes, pick up any found inorganic debris, and take reasonable steps to address any changes that are noticed that adversely impact the Property's Conservation Values and natural condition.

- Manage the Property for the uses permitted under the Conservation Easement.

Land Management:

- Unless specific natural resource problems arise, the Town intends to allow natural processes to take place unimpeded. Biological patterns of disturbance and succession, wildlife use and migration, and natural hydrology will be protected. According to data from Colorado Parks & Wildlife, the Property provides habitat for numerous species [LIST HERE]. A primary goal of management is to protect this habitat.
- The Town intends to control weeds on the Property, including but not limited to, those weeds required to be controlled in accordance with the State of Colorado's noxious weed lists and the Town's Weed Management Plan. Weed control may be through cultural, mechanical, biological or chemical methods, as appropriate for the target weed species. If pesticides or herbicides are applied, the Town will only use chemicals approved for the intended application, and will use them in accordance with the specific labeling instructions to comply with state law. The Town will monitor the Property to ensure that weed control efforts, if necessary, are successful and that new populations do not become established.

Public Access and Recreation:

- The Town and EVLT agree that upon completion of permitted trails on the Property, the following passive uses may occur on the Property so long as such use does not create new unauthorized trails or adversely impact the Conservation Values of the Property: trail maintenance (and construction to the extent that the trails permitted by this Plan are not yet completed), habitat preservation and management, education of the public, hiking, mountain biking, jogging, running, picnicking, photography, wildlife viewing, bird watching, orienteering, Frisbee (no Frisbee Golf), kite-flying, and other uses not inconsistent with Town regulations for open space or with the Conservation Values of the Property.
- No motorized use of the Property will occur unless it specifically involves the Town or contractors conducting management of the Property such as fence repair, weed control, habitat repair and/or enhancement, or trail construction or maintenance in the manner permitted by the Conservation Easement. Any damage to the Conservation Values as a result of such activities shall be promptly repaired and native vegetation restored as described below.

- During periods of closure noted in the conservation easement, no management activities shall take place other than enforcement of the Town's rules and compliance with the requirements of this Plan with the goal being that no humans or domestic animals enter any portions of the Property.

Trail Management:

The Town intends to employ sound management and land conservation practices to protect Town's investment in sustainable trails and to ensure the trails and their use do not damage the Town's investment in the Property's other Conservation Values.

Trails shall be managed by the Town as follows:

- **Best Practices:** The Town shall construct and maintain trails and paths throughout the Property using current industry standard best practices, with the goal of protecting the Conservation Values. Best practices include: utilizing trail design and revegetation techniques that ensure that the scenic impacts to the Property are minimized; use of water bars, grade dips, grade reversals, French drains, full bench construction, proper back slope grading, proper trail out slope, and use of erosion control fabric (if the gradient is steeper than 2:1 slope), and straw waddles and bales to sufficiently prevent erosion, sediment deposits and silting of creeks; avoidance of riparian areas; reuse of removed vegetation for erosion mitigation and habitat; use of hand tools and small machines, such as a 48" wide mini-excavator or Trail Dozer operated by a professional trail builder; and restoration practices as further described below. Trails shall be closed to the public until construction and maintenance is completed.
- **Maintenance:** The Town shall construct and maintain trails and paths through the Property using industry standard best practices, with the goal of protecting the Conservation Values and preventing additional areas on the Property from being impacted by vehicle activities and social trail development.
 - The Town may rely upon volunteer groups trained in best practices and projects to assist in the maintenance of the trails.
 - Maintenance and construction shall not occur during the Property closure periods as described below.
 - If any areas wider than the widths of the trails as described below are disturbed for trail maintenance, the Town shall restore the ground as described herein.
 - Heavy equipment should be avoided for trail maintenance and construction due to the inherent impacts to the habitat and vegetation. Where heavy equipment is necessary for trail maintenance, construction or reconstruction by the Town, the Town or its representatives shall ensure that any damage to

the Property created by the heavy equipment shall be restored as described herein.

- **Trail Closures:** Trails shall be closed if the Town or volunteer groups are unable to maintain the trails adequately to prevent damage to any of the Conservation Values such as significant wildlife habitat, vegetation, or water quality impacts. In such cases, the Town shall close the trail immediately and communicate carefully with the community about the resource damage and need for all interest groups to work together to resolve the issue. Any damage to the Conservation Values must be repaired, the ground restored as described herein, and the source of the damage remedied before the trail can be reopened.
- **Decommissioning of Existing Trails:** Any new social trails and short cuts (i.e., trails other than those allowed under the Conservation Easement and which are not game trails) shall be promptly closed and the ground restored by the Town. Any existing social trails and short cuts.... It is intended that public use of any social trails on the Property will subside in favor of the sustainably built, well maintained, trails contemplated by this Plan. The social trails shall be allowed to regenerate vegetation and fill in naturally over the coming years due to disuse. Social trails, and areas unable to regenerate naturally, will be restored as described herein by the Town. Closure signage will be installed as needed at the discretion of the Town.
- **Restoration:** Restoration shall be according to then-current industry standard best practices including relieving compaction, scarifying the surface to prepare the ground for seeding, and collecting and scattering organic debris and the appropriate mixture of native grass seed and straw, and providing erosion control measures including those noted in best practices above. The goal is to make trails that are decommissioned invisible and revegetated with native cover. Reseeding should occur at an appropriate time of year to encourage germination (typically spring time) and a qualified botanist should review the seed mix to ensure it does not contain any non-native grasses or forbs. To protect its investment in restoration activities, the Town should revisit restored areas at in early and late summer to monitor the revegetation process and perform appropriate restoration activities (including weed control and reseeding) until successfully restored.

Riparian Corridor: The Town shall protect and maintain the riparian features on the Property from being degraded or negatively impacted by humans, flooding, wildlife, and any other activities. Maintenance and enhancement of these areas will be performed in accordance with the requirements of Section 404 of the Clean Water Act.

Special Events: No specific special events are hereby approved. The Town anticipates that certain special events will be desired by the Town or requested by the public, which are possibly too numerous and wide-ranging to list in this Plan. As the Town considers special events for approval as defined in the Conservation Easement, each request will be evaluated by EVLT to determine if the proposed use is consistent with the Purpose of the

Conservation Easement and if it will have detrimental impacts to the Conservation Values of the Property. Specific considerations will include:

- Duration of the event
- Specific location within the Property
- Potential impacts to vegetation and wildlife
- Potential impacts to adjacent landowners
- Consistency with vision of open space purpose to provide passive recreational access
- The extent to which the proposed use interferes with, compromises or diminishes the ability for others to use and enjoy the Property
- Will the use result in increased management cost for The Town

Prior to the Town approving any special event, the Town will notify EVLT of the request, and provide a description of the special event that details each of the above bullet points.

Signage: The Town's intent is to create and install signs that are tasteful, unobtrusive to the natural landscape, and consistent with size limitations stipulated in the Conservation Easement.

Regulatory signs will essentially focus on rules for using the Property. Directional signs with trail maps may be located on the Property at trail intersections and key way-finding points. Educational signs may be placed along the trails at unique vantage points.

Trash Cans: Wildlife-proof containers will be installed by the Town on the Property. The receptacles will be emptied regularly by Town staff. Additional wildlife-proof receptacles will be added as necessary based upon use and needs identified on the Property as determined by the Town.

Educational Programming: The Town intends to allow educational programming to occur on the Property in accordance with the Conservation Easement and this Plan.

Rules and Regulations for the Use of the Property are as follows:

- No fires or fireworks
- No camping
- No motorized use
- No hunting, discharge of weapons, or harassing wildlife
- No dumping or littering
- No collecting of plants, animals or artifacts
- Dogs must be on a leash

EVLT shall have no obligation to enforce the above rules and regulations against members of the public or against the Town, unless a violation of such rules would also constitute a

violation by the Town of the terms of the Conservation Easement, in which case EVLT shall have the right to undertake enforcement in accordance with the Conservation Easement.

[Rest of page intentionally left blank]

Adopted this _____ day of _____, 2016

TOWN OF EAGLE

By: _____

Name: _____

Title: _____

EAGLE VALLEY LAND TRUST,
a Colorado nonprofit corporation

By: _____

Jim Daus, Executive Director



The Town of Eagle

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

Meetings:
2nd and 4th Tuesdays

OATH

I, Jenny Rakow, so solemnly swear that I will support the Constitution and laws of the United States, the Constitution and laws of the State of Colorado, and the Ordinances and Codes of the Town of Eagle, and that I will faithfully perform all duties of the office of Town Clerk, upon which I am about to enter.

Sworn to this 26th day of April, 2016.

Jenny Rakow

Notary



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: April 26, 2016

PROJECT NAME: Revisions to Section 4.03.040 - Definitions and Section 4.04 - Zoning of the Town of Eagle Land Use & Development Code.

FILE NUMBER: LURA16-01

APPLICANT: Town of Eagle

APPLICABLE SECTION(S) OF MUNICIPAL CODE: Section 4.03, Section 4.04 & Section 5.15

EXHIBIT(S):

- A. Proposed revisions to Section 4.03.040 – Definitions & proposed revisions to Section 4.04 – Zoning
- B. Excerpts from C.R.S. 25-12-102 - Noise Abatement

PUBLIC COMMENT: None received related to indoor recreation facilities.

STAFF CONTACT: Matt Farrar (Assistant Town Planner)

REQUEST(S):

1. Revise Section 4.03.040 to define dog daycare facility.
(Request continuation to May 10, 2016)
2. Revise Section 4.04.070 to define regulations for dog daycare facilities.
(Request continuation to May 10, 2016)
3. **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. *(Request continuation to May 10, 2016)*
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. *(Request continuation to May 10, 2016)*

DISCUSSION:

The following amendments are being proposed for the Town of Eagle's Land Use & Development Code:

1. Dog Daycare Facilities:

Staff has identified the need to add a definition for dog daycare facilities to Section 4.03.040 of the Land Use & Development Code and to identify this type of use in the Schedule of Uses Permitted in Non-Residential Zone Districts (Section 4.04.070) in the Land Use & Development Code.

The Planning Commission is still working through the Code amendments for dog daycare facilities so staff is requesting that the Board of Trustees postpone discussion on these Code amendments to their meeting on May 10, 2016.

2. Indoor Recreation:

"Indoor recreation or theater" is currently identified as one line item in the Schedule of Uses Permitted in Non-Residential Zone Districts (Section 4.04.070) and are permitted via a Special Use Permit in the Central Business District (CBD), Commercial Limited (CL), Commercial General (CG), Public Area (PA) zone districts. "Indoor recreation or theater" is not currently permitted in the Industrial (I) zone district. In addition, the Land Use & Development Code does not currently provide definitions for "Indoor recreation" or a "Theater," which staff believes are needed.

Staff originally proposed allowing an "Indoor Recreation Facility" and a "Theater" as a use by right in the CBD, CL, CG, PA and I zone districts. In addition, Staff proposed identifying a "Shooting Range" as a separate use in the Schedule of Uses Permitted in Non-Residential Zone Districts that would be allowed as a Special Use in the CBD, CL, CG, PA and I zone districts. Staff wanted to identify a "Shooting Range" as separate from an "Indoor Recreation Facility" because Staff believes that the potential impacts from a "Shooting Range" necessitate the additional review provided by the Special Use process.

During the Planning Commission's review concerns were raised about allowing Indoor Recreation as a use by right in the Central Business District (CBD). These concerns included impacts that might result from larger indoor recreation facilities such as indoor batting cages or an indoor soccer field. To address these concerns, staff proposed that there be a square footage limitation on indoor recreation facilities that are permitted by right in the CBD. Based on an analysis of square footage needs for indoor batting cages, indoor soccer fields and other, larger indoor recreation facilities it was felt that allowing for an indoor recreation facility of 6,500 square feet or less in the CBD as a use by right was appropriate. Staff believes that a limitation of 6,500 square feet provides for a variety of smaller, less impactful indoor recreation facilities to be permitted by right. For reference, the Eagle Ranch Fitness Center is approximately 6,100 square feet.

Staff is proposing that any indoor recreation facility over 6,500 square feet in the CBD be allowed but only via a Special Use Permit. Staff believes that once facilities get larger than 6,500 square foot the potential for uses that may have greater impacts (i.e., batting cages or indoor soccer) increases. Staff is proposing that indoor recreation facilities, of any size, be permitted as a use by right in the Commercial General (CG), Commercial Limited (CL), Public Area (PA) and Industrial (I) Zone Districts. Staff believes that the intent of these zone districts is to accommodate uses with greater impacts and therefore are suitable for any indoor recreation facility as a use by right. Staff has prepared a definition for the term “Indoor Recreation Facility” to be added to the definitions section of the Land Use & Development Code. Please refer to **Exhibit A**.

“Theaters” have been identified as a separate use and are no longer lumped in with indoor recreation facilities. Staff is proposing that “Theaters” be permitted as a use by right in the Central Business District (CBD), Commercial General (CG), Commercial Limited (CL), Public Area (PA) and Industrial (I) Zone Districts. Staff has prepared a definition for the term “Theater” to be added to the definitions section of the Land Use & Development Code. Please refer to **Exhibit A**.

“Shooting Ranges” have been also identified as a separate use. Staff is proposing that “Shooting Ranges” be permitted as a special use in the Central Business District (CBD), Commercial General (CG), Commercial Limited (CL), Public Area (PA) and Industrial (I) Zone Districts. Staff has prepared a definition for the term “Shooting Range” to be added to the definitions section of the Land Use & Development Code. Please refer to **Exhibit A**.

Given that noise impacts were raised as a concern during the Planning Commission’s review of these proposed Code amendments it should be noted that an “Indoor Recreation Facility,” “Theater” and “Shooting Range” will be required to comply with the noise standards provided in **Exhibit B**, or if the Town chooses to develop more stringent noise standards, these uses will be required to comply with those standards.

3. Marijuana Regulations:

Over the last couple of years, staff has received numerous inquiries from parties interested in opening marijuana businesses in Eagle. The town’s current marijuana business regulations limit the number of marijuana businesses allowed based on the town’s population. Several months ago, staff brought a variety of options to the Board for a discussion on potential modifications to the town’s marijuana regulations that would allow for greater flexibility in the restrictions on marijuana businesses. The Board provided staff with direction to explore expanding the number of medical and retail marijuana cultivation facilities and infused-products manufacturing facilities permitted in town, as well as exploring an expansion of the area in town where these uses are permitted. However, the Board did not express interest in expanding the number of medical or retail marijuana stores permitted in town, nor expansion of the area where these uses are permitted.

In addition, when the town approved retail marijuana businesses, “Testing Facilities” were not permitted. With recent amendments to the State’s Marijuana Regulations (primarily those

related to marijuana infused products), Staff believes that there will be a greater need/demand for testing facilities in Colorado. Staff believes that a marijuana testing facility would be similar in nature to other types of laboratory facilities and would create limited to no impacts on adjacent properties. Staff also believes that allowing for marijuana testing facilities in town could result in additional employment opportunities in Eagle.

The Planning Commission is still working through the proposed Code amendments related to marijuana businesses so staff is requesting that the Board of Trustees postpone discussion on these Code amendments to their meeting on May 10, 2016.

COMPLIANCE WITH THE TOWN'S GOALS, POLICIES & PLANS

The Board of Trustees may, after receiving a recommendation from the Planning and Zoning Commission, amend any regulation in the Town of Eagle Land Use & Development Code. Amendments to the Town's Land Use and Development Code may be made upon a finding that the amendments are consistent with the Town's goals, policies and plans.

In Chapter 11 – Economic Development and Sustainability of the 2010 Eagle Area Community Plan (EACP), there is discussion about creating a more diverse economy in Eagle and encouragement of opportunities to expand the local job market. On pages 147 - 149, the EACP provides Goals, Policies and Recommended Strategies for economic development in the town. The recommended strategies under Economic Development Policy 1.2 – Expand retail diversity to reduce sales tax leakage include:

- A. Support opportunities to expand the number and diversity of businesses in Eagle;
- C. Work to create more local jobs and additional outlets for goods and services;
- D. Optimize commercial development. Determine factors that are preventing build-out of existing commercial centers.

In addition, under Land Use Policy 2.2 – New development should be compact, pedestrian friendly and located within or adjacent to existing development to minimize infrastructure and service needs, in Chapter 3 – Land Use of the EACP, the recommended strategies include:

- B. As determined appropriate, work to increase residential and commercial densities in established neighborhood retail center areas.
- C. Work to amend regulatory barriers that prevent the intensification of development in identified areas already served by Town infrastructure.

Staff believes that the proposed code amendments will work towards achieving the Economic Development and Land Use objectives set forth in the EACP.

PLANNING & ZONING COMMISSION RECOMMENDATION

1. The Planning and Zoning Commission recommended approval of LURA16-01, item number 3, based on a finding that the amendments to the Town of Eagle Land Use and Development Code are consistent with the town's goals, policies and plans with the condition that the word "entirely" be deleted from the definition of an "Indoor Recreation Facility."
2. The Planning and Zoning Commission has not yet made a recommendation on LURA16-01, items number 1, 2, 4 and 5 because they are still working through those proposed Code amendments.

STAFF RECOMMENDATION

1. Staff recommends approval of LURA16-01, item number 3, based on a finding that the amendments to the Town of Eagle Land Use and Development Code are consistent with the town's goals, policies and plans.
2. Staff recommends continuation of LURA16-01, items number 1, 2, 4 and 5 to the Board of Trustees meeting on May 10, 2016.

BOARD OF TRUSTEES

1. Questions of Staff
2. Public Comment
3. Deliberations

Proposed Amendments to the Town of Eagle Land Use & Development Code

Section 4.03.040 – Definitions

Indoor Recreation Facility: A for profit establishment that provides opportunities for amusement and/or recreation where such activities are conducted ~~entirely~~ within an enclosed structure; including but not limited to bowling alleys, skating rinks, health and fitness clubs, private gymnasiums, pool halls, and video game arcades. The term “indoor recreation” shall not include:

1. Shooting range

Shooting Range: A facility designed and used for the purpose of discharging firearms.

Theater: A facility designed and used for the viewing of movies and/or live performances of musicians or other performing artists.

Section 4.04.070 – Schedule of Uses Permitted in Non-Residential Zone Districts

ZONING DISTRICT	CBD	CL	CG	PA	I
USE					
Indoor Recreation Facility (≤ 6,500 square feet)	P	P	P	P	P
Indoor Recreation Facility (> 6,500 square feet)	S	P	P	P	P
Theater	P	P	P	P	P
Shooting Range	S	S	S	S	S

COLORADO REVISED STATUTES

*** This document reflects changes current through all laws passed at the First Regular Session of the Seventieth General Assembly of the State of Colorado (2015) ***

TITLE 25. HEALTH
ENVIRONMENTAL CONTROL
ARTICLE 12. NOISE ABATEMENT

C.R.S. 25-12-102 (2015)

25-12-102. Definitions

As used in this article, unless the context otherwise requires:

(1) "Commercial zone" means:

- (a) An area where offices, clinics, and the facilities needed to serve them are located;
- (b) An area with local shopping and service establishments located within walking distances of the residents served;
- (c) A tourist-oriented area where hotels, motels, and gasoline stations are located;
- (d) A large integrated regional shopping center;
- (e) A business strip along a main street containing offices, retail businesses, and commercial enterprises;
- (f) A central business district; or
- (g) A commercially dominated area with multiple-unit dwellings.

(2) "db(A)" means sound levels in decibels measured on the "A" scale of a standard sound level meter having characteristics defined by the American national standards institute, publication S1. 4 - 1971.

(3) "Decibel" is a unit used to express the magnitude of a change in sound level. The difference in decibels between two sound pressure levels is twenty times the common logarithm of their ratio. In sound pressure measurements sound levels are defined as twenty times the common logarithm of the ratio of that sound pressure level to a reference level of 2×10^{-5} N/m² (Newton's/meter squared). As an example of the effect of the formula, a three-decibel change is a one hundred percent increase or decrease in the sound

level, and a ten-decibel change is a one thousand percent increase or decrease in the sound level.

(4) (a) "Industrial zone" means an area in which noise restrictions on industry are necessary to protect the value of adjacent properties for other economic activity but shall not include agricultural, horticultural, or floricultural operations.

(b) Nothing in paragraph (a) of this subsection (4), as amended by House Bill 05-1180, as enacted at the first regular session of the sixty-fifth general assembly, shall be construed as changing the property tax classification of property owned by a horticultural or floricultural operation.

(5) "Light industrial and commercial zone" means:

(a) An area containing clean and quiet research laboratories;

(b) An area containing light industrial activities which are clean and quiet;

(c) An area containing warehousing; or

(d) An area in which other activities are conducted where the general environment is free from concentrated industrial activity.

(5.2) "Motorcycle" means a self-propelled vehicle with not more than three wheels in contact with the ground that is designed primarily for use on the public highways.

(5.4) "Motor vehicle" means a self-propelled vehicle with at least four wheels in contact with the ground that is designed primarily for use on the public highways.

(5.6) "Off-highway vehicle" means a self-propelled vehicle with wheels or tracks in contact with the ground that is designed primarily for use off the public highways. "Off-highway vehicle" shall not include the following:

(a) Military vehicles;

(b) Golf carts;

(c) Snowmobiles;

(d) Vehicles designed and used to carry persons with disabilities; and

(e) Vehicles designed and used specifically for agricultural, logging, firefighting, or mining purposes.

(6) "Residential zone" means an area of single-family or multifamily dwellings where businesses may or may not be conducted in such dwellings. The zone includes areas where multiple-unit dwellings, high-rise apartment districts, and redevelopment districts are located. A residential zone may include areas containing accommodations for transients such as motels and hotels and residential areas with limited office development, but it may

not include retail shopping facilities. "Residential zone" includes hospitals, nursing homes, and similar institutional facilities.

(7) "SAE J1287" means the J1287 stationary sound test or any successor test published by SAE international or any successor organization.

(8) "SAE J2567" means the J2567 stationary sound test or any successor test published by SAE international or any successor organization.

(9) "Snowmobile" means a self-propelled vehicle primarily designed or altered for travel on snow or ice when supported in part by skis, belts, or cleats and designed primarily for use off the public highways. "Snowmobile" shall not include machinery used strictly for the grooming of snowmobile trails or ski slopes.

HISTORY: Source: L. 71: p. 647, § 1. C.R.S. 1963: § 66-35-2.L. 73: p. 1406, § 47.L. 86: (2) amended, p. 501, § 121, effective July 1.L. 2005: (4) amended, p. 350, § 8, effective August 8.L. 2008: (5.2), (5.4), (5.6), (7), (8), and (9) added, p. 2101, § 1, effective July 1, 2010.

COLORADO REVISED STATUTES

*** This document reflects changes current through all laws passed at the First Regular Session of the Seventieth General Assembly of the State of Colorado (2015) ***

TITLE 25. HEALTH
ENVIRONMENTAL CONTROL
ARTICLE 12. NOISE ABATEMENT

C.R.S. 25-12-103 (2015)

25-12-103. Maximum permissible noise levels

(1) Every activity to which this article is applicable shall be conducted in a manner so that any noise produced is not objectionable due to intermittence, beat frequency, or shrillness. Sound levels of noise radiating from a property line at a distance of twenty-five feet or more therefrom in excess of the db(A) established for the following time periods and zones shall constitute prima facie evidence that such noise is a public nuisance:

Zone	7:00 a.m. to next 7:00 p.m.	7:00 p.m. to next 7:00 a.m.
Residential	55 db(A)	50 db(A)
Commercial	60 db(A)	55 db(A)
Light industrial	70 db(A)	65 db(A)
Industrial	80 db(A)	75 db(A)

(2) In the hours between 7:00 a.m. and the next 7:00 p.m., the noise levels permitted in subsection (1) of this section may be increased by ten db(A) for a period of not to exceed fifteen minutes in any one-hour period.

(3) Periodic, impulsive, or shrill noises shall be considered a public nuisance when such noises are at a sound level of five db(A) less than those listed in subsection (1) of this section.

(4) This article is not intended to apply to the operation of aircraft or to other activities which are subject to federal law with respect to noise control.

(5) Construction projects shall be subject to the maximum permissible noise levels specified for industrial zones for the period within which construction is to be completed pursuant to any applicable construction permit issued by proper authority or, if no time limitation is imposed, for a reasonable period of time for completion of project.

(6) All railroad rights-of-way shall be considered as industrial zones for the purposes of this article, and the operation of trains shall be subject to the maximum permissible noise levels specified for such zone.

(7) This article is not applicable to the use of property for purposes of conducting speed or endurance events involving motor or other vehicles, but such exception is effective only during the specific period of time within which such use of the property is authorized by the political subdivision or governmental agency having lawful jurisdiction to authorize such use.

(8) For the purposes of this article, measurements with sound level meters shall be made when the wind velocity at the time and place of such measurement is not more than five miles per hour.

(9) In all sound level measurements, consideration shall be given to the effect of the ambient noise level created by the encompassing noise of the environment from all sources at the time and place of such sound level measurement.

(10) This article is not applicable to the use of property for the purpose of manufacturing, maintaining, or grooming machine-made snow. This subsection (10) shall not be construed to preempt or limit the authority of any political subdivision having jurisdiction to regulate noise abatement.

(11) This article is not applicable to the use of property by this state, any political subdivision of this state, or any other entity not organized for profit, including, but not limited to, nonprofit corporations, or any of their lessees, licensees, or permittees, for the purpose of promoting, producing, or holding cultural, entertainment, athletic, or patriotic events, including, but not limited to, concerts, music festivals, and fireworks displays. This subsection (11) shall not be construed to preempt or limit the authority of any political subdivision having jurisdiction to regulate noise abatement.

(12) (a) Notwithstanding subsection (1) of this section, the public utilities commission may determine, while reviewing utility applications for certificates of public convenience and necessity for electric transmission facilities, whether projected noise levels for electric transmission facilities are reasonable. Such determination shall take into account concerns raised by participants in the commission proceeding and the alternatives available to a utility to meet the need for electric transmission facilities. When applying, the utility shall provide notice of its application to all municipalities and counties where the proposed electric transmission facilities will be located. The public utilities commission shall afford the public an opportunity to participate in all proceedings in which permissible noise levels are established according to the "Public Utilities Law", articles 1 to 7 of title 40, C.R.S.

(b) Because of the statewide need for reliable electric service and the public benefit provided by electric transmission facilities, notwithstanding any other provision of law, no municipality or county may adopt an ordinance or resolution setting noise standards for electric transmission facilities that are more restrictive than this subsection (12). The owner or operator of an electric transmission facility shall not be liable in a civil action based upon noise emitted by electric transmission facilities that comply with this subsection (12).

(c) For the purposes of this section:

(I) "Electric transmission facility" means a power line or other facility that transmits electrical current and operates at a voltage level greater than or equal to 44 kilovolts.

(II) "Rights-of-way for electric transmission facilities" means all property rights and interests obtained by the owner or operator of an electric transmission facility for the purpose of constructing, maintaining, or operating the electric transmission facility.

HISTORY: Source: L. 71: p. 648, § 1. C.R.S. 1963: § 66-35-3.L. 82: (10) added, p. 424, § 1, effective March 11.L. 87: (11) added, p. 1154, § 1, effective May 20.L. 2004: (12) added, p. 736, § 2, effective July 1.

Cross references: For the legislative declaration contained in the 2004 act enacting subsection (12), see section 1 of chapter 219, Session Laws of Colorado 2004.

ANNOTATION

Residential development of property is not precluded when noise emanating onto property exceeds limits set forth in this section. *Einarsen v. City of Wheat Ridge*, 43 Colo. App. 232, 604 P.2d 691 (1979).

Trier of fact to determine mode to use in measuring noise. *Davis v. Izaak Walton League of Am.*, 717 P.2d 984 (Colo. App. 1985).

Applied in *City of Lakewood v. DeRoos*, 631 P.2d 1140 (Colo. App. 1981).

ORDINANCE NO. 12
(Series of 2016)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO AMENDING SECTION 4.03.040 OF THE EAGLE MUNICIPAL CODE CONCERNING LAND USE AND DEVELOPMENT CODE DEFINITIONS BY ADDING DEFINITIONS FOR THE TERMS “INDOOR RECREATION FACILITY”, “SHOOTING RANGE”, AND “THEATER”; AND AMENDING SECTION 4.04.070 OF THE EAGLE MUNICIPAL CODE CONCERNING THE SCHEDULE OF USES PERMITTED IN NON-RESIDENTIAL ZONE DISTRICTS, BY ADDING THE ABOVE TERMS TO SUCH SCHEDULE.

WHEREAS, Section 4.05.040 of the Eagle Municipal Code provides that the Town Board may, after the recommendation of the Planning Commission, amend any regulation of any Zone District, which amendment may be initiated by the Town or by the owner of real property, and an amendment to a Zone District regulation may be made upon a finding that the amendment is consistent with the Town’s goals, policies and plans; and

WHEREAS, the Town initiated an application to amend Title 4 of the Eagle Municipal Code, the Town’s Land Use and Development Code, in the manner hereinafter set forth; and

WHEREAS, the Town of Eagle Planning and Zoning Commission held hearings on the proposed amendments on March 15, 2016 and April 19, 2016, and recommended approval of the proposed amendments with one minor text change; and

WHEREAS, the Board of Trustees of the Town of Eagle held public hearings on said proposed amendments on March 2, 2016 and April 26, 2016; and

WHEREAS, notice of the public hearings was provided in accordance with the requirements of Section 4.03.060 of the Eagle Municipal Code.

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

Section 1. The Board of Trustees of the Town of Eagle finds and determines that the amendments to the Town’s Land Use and Development Code as set forth below are consistent with the Town’s goals, policies and plans.

Section 2. Section 4.03.040 of the Eagle Municipal Code, concerning definitions, is hereby amended to include the following terms in alphabetical order:

Indoor Recreation Facility: A for profit establishment that provides opportunities for amusement and/or recreation where such activities are conducted within an enclosed structure; including but not limited to bowling alleys, skating rinks, health and fitness clubs, private gymnasiums, pool halls, and video game arcades. The term “indoor recreation” shall not include shooting ranges.

Shooting Range: A facility designed and used for the purpose of discharging firearms.

Theater: A facility designed and used for the viewing of movies and/or live performances of musicians or other performing artists.

Section 3. That the Schedule of Uses Permitted in Non-Residential Zone Districts contained in Section 4.04.070 of the Eagle Municipal Code is hereby amended to include the following additional uses.

ZONING DISTRICT	CBD	CL	CG	PA	I
USE					
Indoor Recreation Facility (\leq 6,500 square feet)	P	P	P	P	P
Indoor Recreation Facility ($>$ 6,500 square feet)	S	P	P	P	P
Theater	P	P	P	P	P
Shooting Range	S	S	S	S	S

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

TOWN OF EAGLE, COLORADO

By: _____

ATTEST:

Anne McKibbin, Mayor

Jenny Rakow, Town Clerk

Publication Date:

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

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO AMENDING SECTION 4.03.040 OF THE EAGLE MUNICIPAL CODE CONCERNING LAND USE AND DEVELOPMENT CODE DEFINITIONS BY ADDING DEFINITIONS FOR THE TERMS "INDOOR RECREATION FACILITY", "SHOOTING RANGE", AND "THEATER"; AND AMENDING SECTION 4.04.070 OF THE EAGLE MUNICIPAL CODE CONCERNING THE SCHEDULE OF USES PERMITTED IN NON-RESIDENTIAL ZONE DISTRICTS, BY ADDING THE ABOVE TERMS TO SUCH SCHEDULE.

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":

_____, _____
_____.

Wednesday, April 20, 2016

**Eagle Town Hall
Eagle, CO**

EAGLE RECREATION COMMITTEE

Work Session began at 6:00 PM

Attendees:

Allison Kent
Liana Moore
Nancy Olson
Sacha Kostick
Yuri Kostick (MEAC)

Jeff Boyer (EAGLE RANCH)
Peter Dann (EAGLE RANCH)
Eric Olsen (EAGLE SCHOOLS)
Riley Dudley
Ella Srholez

Anne McKibbin (TOE)
Jason Cowles (TOE)
Matt Farrar (TOE)
Sheryl Staten (WECMRD)
Jenny Rakow (TOE)

MISSING MEMBERS: Adam Palmer (EAGLE COUNTY), Scott Hershman, Michael McCormack, Jay Lucas, Mick Daly (EAGLE CHAMBER), and Lonnie Leto (MEAC COMMITTEE)

Funding Sources:

General Fund, Open Space Tax, Marketing and Events Tax, Recently passed Ballot Issue 1 a .5% Sales Tax

Named Purpose: PROTECTING AND ENHANCING QUALITY OF LIFE

Subcommittees and Members:

SIGNAGE - Wayfinding/Technology/Marketing – make connections with current staff on progress in this area, web cams for trail conditions, weather, usage, Signage part of Larger Steering Committee

Matt Farrar - Lead
Nancy Olson
Peter Dann

Staff Contacts: John Staight, Open Space Coordinator, Amy Cassidy, Marketing & Events Director, Matt Farrar, Assistant Town Planner; Erin Vega, Eagle Ranch Community Manager

WECMRD/Eagle Pool and Ice Rink/LAX Wall

Sheryl Staten – Lead
Peter Dann
Jason Cowles

Staff Contact: Sheryl Staten

SKATE PARK – location, fundraising, type, design

Matt Farrar - Lead
Rob Bak
Ella Srholez
Geoff Grimmer
Riley Dudley

Staff Contact: Matt Farrar, Assistant Town Planner

TRAILS – Soft and Hard Paths, Connections, proposed links, Senior Access, Safe Crossings, Obtain User Data

Nancy Olson – Lead
Eric Olsen
Jeff Boyer
Riley Dudley

Staff Contact: Matt Farrar, Assistant Town Planner; Town Engineers at some point

PARKS – Amenities, Check List, Improvements, Additions, Camping Locations

Sacha Kostick
Allison Kent
Liana Moore
Eric Olsen
Ella Srholez

Staff Contact: Matt Farrar, Assistant Town Planner; Town Buildings & Grounds at some point

Board retreat dates:

June 16 and 17 – Thursday Friday

June 20 and 21 – Monday Tuesday

June 29 and 30 – Wednesday Thursday



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: April 26, 2016 Town Board Meeting
Re: Old Town Hall Update

In reviewing the budget, the Board budgeted \$40,000 towards Old Town Hall mitigation repairs. This was initially placed in the budget for a grant application that involved an estimated cost of over \$250,000. In reviewing the quotes with our Building Official and consultants who prepared initial mitigation reports, staff determined mitigation and update costs should be within the budgeted amount of \$40,000. Mitigation involves replacing drywall ceilings in the former Chambers on the ground floor and painting the upstairs rooms.

We are also looking at costs to ensure phone and internet service are available. It is the intention to recoup costs (other than remediation) as part of a negotiated lease agreement with the users. The board will approve the lease. The intent is to cover costs and estimate maintenance costs to cover those as well. This is currently in the works. The second intention is to allow uses in this building that benefit the community and also provide space to non-profit organizations that would not normally have the opportunity to be located down town Eagle.

Monday, April 18th our public works department completed the water line repairs to the building. This solves the leak and water pressure issue. This was a budgeted item for 2016.

Mike Pisciotta has been issued a key to store his supplies and will let us know when his program is ready to have use.

Ute Springs has been given updates regarding the building repairs and will be scheduling a time to have upstairs cleaned for their use.

Colorado Mountain News Media is currently occupying the down stairs office space and has not renewed their annual lease, which expired March 31st. The lease can be terminated with 30 days' notice. Colorado Mountain News Media pays a portion of the election and gas utility bills for the building and has modified their agreement regarding advertising in lieu of rent. The value and usefulness of the advertising should be a consideration, along with the board direction regarding non-profit use for this building.



Sands Law Office, LLC

Attorney at Law

Edward P. Sands

450 West Avenue
Suite 204
Rifle, Colorado 81650

Telephone: 970-625-1075

Facsimile: 970-625-3989

Email: ed@sandslawoffice.com

MEMORANDUM

TO: Mayor Anne McKibbin and Members of the Eagle Board of Trustees and Planning and Zoning Commission

FROM: Edward P. Sands, Eagle Town Attorney

DATE: April 22, 2016

SUBJECT: Conflicts of Interest, Personal Conduct, Quasi-Judicial Hearings and Public Meetings

As Town Attorney, I routinely send a memo to Board members and Planning and Zoning Commission members, because as a municipal government official, you are bound by a series of special laws which deal specifically with public officials and public conduct. For those who have previously served on the Board or the Commission, this memo will simply serve as a refresher. Some of the questions I'm most frequently asked are: "What's a conflict of interest?", "Are there laws governing my conduct as a public official?", "Are there special rules governing quasi-judicial hearings?" and "When can we meet in executive session?" The purpose of this memo is to answer these questions. Fortunately, the rules are relatively clear, so if you are aware of them, you shouldn't have any trouble complying with them.

Every appointed and elected municipal official holds office as a trustee for the citizens of the community. Each of us must make certain that in our activities, we do not abuse this trust, or create in the minds of the citizens any misapprehension that the decisions we make are the result of improper influences. Acting in a proper manner also minimizes the chance the Town of Eagle could be subject to litigation based upon improperly made decisions.

As a member of the Board of Trustees or Planning and Zoning Commission, you will be expected to observe the following:

1. **Standards of Conduct:** The Colorado General Assembly has passed a series of bills dealing with standards of conduct by all government officials, which specifically includes the Town's Trustees or Planning Commission. These standards are codified in Article 18 of Title 24, C.R.S. Attached to this memorandum is an article written by Gerald Dahl, a former Colorado Municipal League general counsel. This article sets out the requirements of these sections. I particularly draw your attention to the "Checklist for ethical behavior" on page 24 of this article. Please note that Colorado law, under some circumstances, permits local government officials and employees to have an interest in certain contracts, including those awarded to the lowest responsible bidder based upon competitive bidding, or any contract with respect to which the local government official has disclosed a personal interest and not voted thereon. Also attached is another article concerning ethics in the review of land use matters by Gerald Dahl and Bart Johnson.

2. **Amendment 41:** The Colorado voters approved Amendment 41 to the Colorado Constitution (“Amendment”) on November 7, 2006 and it became effective on January 1, 2007. The initiated measure added a new Article XXIX to the Colorado Constitution entitled “Ethics in Government”. In general the Amendment bans public officials and employees from receiving gifts and other items of value, whether or not connected with their public duties. “Gifts” and “things of value” includes loans, rewards, promises or negotiations of future employment, favors or services, honoraria, travel, entertainment or special discounts. The Amendment also provides that a “thing of value” received by a spouse or dependent of the public official is also prohibited. Section 3(2) of the Amendment prohibits public officials from receiving gifts or other things of value having either a fair market value or aggregate actual cost greater than \$50.00 (as adjusted by inflation) in any calendar year. Certain exceptions apply. The Amendment established an Independent Ethics Commission with broad powers to investigate violations and may levy fines. Please note that it is immaterial whether the gift or benefit was actually provided to influence or attempt to influence official actions.

3. **Criminal Offenses:** Colorado statutes also contain a number of other provisions dealing with public servants. These are generally criminal in nature, and involve what is commonly considered bribery or corrupt influences. For the purpose of these sections, a “public servant” is “any officer or employee of government, whether elected or appointed, and any person participating as an advisor or consultant, engaged in the service of process, or otherwise performing a governmental function.” These sections are as follows:

C.R.S. §18-8-302. **Bribery.** (1) A person commits the crime of bribery if: (a) He offers, confers, or agrees to confer any pecuniary benefit upon a public servant with the intent to influence the public servant’s vote, opinion, judgment, exercise of discretion, or other action in his official capacity; or (b) While a public servant, he solicits, accepts, or agrees to accept any pecuniary benefit upon an agreement or understanding that his vote, opinion, judgment, exercise of discretion, or other action as a public servant will thereby be influenced.

(2) It is no defense to a prosecution under this section that the person sought to be influenced was not qualified to act in the desired way, whether because he had not yet assumed office, lacked jurisdiction, or for any other reason.

Bribery is a class 3 felony.

C.R.S. §18-8-303. **Compensation for past official behavior.** (1) A person commits a class 6 felony if he: (a) Solicits, accepts, or agrees to accept any pecuniary benefit as compensation for having, as a public servant, given a decision, opinion, recommendation, or vote favorable to another or for having otherwise exercised a discretion in his favor, whether or not he has in so doing violated his duty; or (b) Offers, confers, or agrees to confer compensation, acceptance of which is prohibited by this section.

C.R.S. §18-8-304. **Soliciting unlawful compensation.** A public servant commits a class 2 misdemeanor if

he requests a pecuniary benefit for the performance of an official action knowing that he was required to perform that action without compensation or at a level of compensation lower than that requested.

C.R.S. §18-8-305. **Trading in public office.** (1) A person commits trading in public office if: (a) He offers, confers, or agrees to confer any pecuniary benefit upon a public servant or party officer upon an agreement or understanding that he or a particular person will or may be appointed to a public office or designated or nominated as a candidate for public office; or (b) While a public servant or party officer, he solicits, accepts or agrees to accept any pecuniary benefit from another upon an agreement or understanding that a particular person will or may be appointed to a public office or designated or nominated as a candidate for public office.

(2) It shall be an affirmative defense that the pecuniary benefit was a customary contribution to political campaign funds solicited and received by lawfully constituted political parties.

Trading in public office is a class 1 misdemeanor.

C.R.S. §18-8-306. **Attempt to influence a public servant.** Any person who attempts to influence any public servant by means of deceit or by threat of violence or economic reprisal against any person or property, with the intent thereby to alter or affect the public servant's decision, vote, opinion, or action concerning any matter which is to be considered or performed by him or the agency or body of which he is a member, commits a class 4 felony.

C.R.S. §18-8-307. **Designation of supplier prohibited.** (1) No public servant shall require or direct a bidder or contractor to deal with a particular person in procuring any goods or service required in submitting a bid to or fulfilling a contract with any government.

(2) Any provision in invitations to bid or any contract documents prohibited by this section are against public policy and void.

(3) It shall be an affirmative defense that the defendant was a public servant acting within the scope of his authority exercising the right to reject any material, subcontractor, service, bond, or contract tendered by a bidder or contractor because it does not meet bona fide specifications or requirements relating to quality, availability, form, experience, or financial responsibility.

(4) Any public servant who violates the provisions of subsection (1) of this section commits a class 6 felony.

C.R.S. §18-8-308. **Failing to disclose a conflict of interest.** (1) A public servant commits failing to disclose a conflict of interest if he exercises any substantial discretionary function in connection with a government contract, purchase, payment or other pecuniary transaction without having given seventy-two hours' actual advance written notice to the secretary of state, or to the governing body of the government which employs the public servant, of the existence of a known potential conflicting interest of the public servant in the transaction with reference to which he is about to act in his official capacity.

(2) A “potential conflicting interest” exists when the public servant is a director, president, general manager, or similar executive officer or owns or controls directly or indirectly a substantial interest in any nongovernmental entity participating in the transaction.

Failing to disclose a conflict of interest is a class 2 misdemeanor.

C.R.S. §18-8-402. **Misuse of official information.** (1) Any public servant, in contemplation of official action by himself or by a governmental unit with which he is associated or in reliance on information to which he has access in his official capacity and which has not been made public, commits misuse of official information if he: (a) Acquires a pecuniary interest in any property, transaction, or enterprise which may be affected by such information or official action; or (b) Speculates or wagers on the basis of such information or official action; or (c) Aids, advises, or encourages another to do any of the foregoing with intent to confer on any person a special pecuniary benefit.

Misuse of official information is a class 6 felony.

C.R.S. §18-8-404. **First degree official misconduct.** (1) A public servant commits first degree official misconduct if, with intent to obtain a benefit for the public servant or another or maliciously to cause harm to another, he or she knowingly: (a) Commits an act relating to his office but constituting an unauthorized exercise of his official function; or (b) Refrains from performing a duty imposed upon him by law; or (c) Violates any statute or lawfully adopted rule or regulation relating to his office.

(2) First degree official misconduct is a class 2 misdemeanor.

C.R.S. §18-8-405. **Second degree official misconduct.** (1) A public servant commits second degree official misconduct if he knowingly, arbitrarily, and capriciously (a) Refrains from performing a duty imposed upon him by law (b) Violates any statute or lawfully adopted rule or regulation relating to his office or clearly inherent in the nature of his office; or (c) Violates any statute or lawfully adopted rule or regulation relating to his office.

(2) Second degree official misconduct is a class 1 petty offense.

C.R.S. §18-8-406. **Issuing false certificate.** A person commits a class 6 felony if, being a public servant authorized by law to make and issue official certificates or other official written instruments, he makes and issues such an instrument containing a statement which he knows to be false.

C.R.S. §18-8-407. **Embezzlement of public property.** (1) Every public servant who lawfully or unlawfully comes into possession of any public moneys or public property of whatever description, being the property of the state or of any political subdivision of the state, and who knowingly converts any of such public moneys or property to his own use or to any use other than the public use authorized by law is guilty of embezzlement of public property. Every person convicted under the provisions of this section shall be forever thereafter

ineligible and disqualified from being a member of the general assembly of this state or from holding any office of trust or profit in this state.

(2) Embezzlement of public property is a class 5 felony.

4. **Quasi-Judicial Hearings:** Quasi-judicial hearings include hearings on all land use applications, hearings on liquor license applications, and personnel hearings. Quasi-judicial hearings are governed by the rules set forth in Chapter 2.20 of the Eagle Municipal Code.

In a quasi-judicial hearing, the Board of Trustees and the Planning and Zoning Commission act more as a judicial tribunal than as a legislative body. Under the due process clause contained in the 14th Amendment to the U.S. Constitution, a person with a legitimate property interest at stake in a quasi-judicial proceeding is entitled to impartial and disinterested decision makers.

While “lobbying” Board members on a legislative matter is certainly permissible, the same type of “lobbying” effort becomes an improper *ex parte* contact if the action before the Board of Trustees and Planning and Zoning Commission is quasi-judicial in nature. An *ex parte* contact is defined as any contact between the applicant, proponents or opponents and members of the Board of Trustees or Planning and Zoning Commission outside of publicly scheduled hearings and meetings on the subject application. This includes telephone calls, email correspondence or merely discussing the matter over a cup of coffee. *Ex parte* contacts in quasi-judicial proceedings are strictly prohibited. For more information regarding quasi-judicial hearings in the land use context, please see the attached article, “Ethics in Land Use Law: Current Issues.”

5. **Public Meetings:** The Colorado legislature has enacted statutes dealing with local government public meetings and executive sessions now codified as the Colorado Open Meetings Law, Sections 24-6-401, 402, C.R.S. Among other things, any meeting of three or more members of the Board of Trustees or Planning and Zoning Commission, at which any public business is discussed, is deemed to be a public meeting and must be advertised, and minutes must be kept. Any meetings at which the adoption of any proposed policy, position, resolution, ordinance or formal action occurs or at which a majority or quorum of the Board of Trustees is in attendance, or is expected to be in attendance, may only be held after full and timely notice to the public. At a minimum, the Board of Trustees or Planning and Zoning Commission must post the notice of any meeting in a designated public place no less than twenty-four (24) hours prior to the holding the meeting. The posting should include a specific agenda where possible. The public place or places for posting such notice must be designated annually at the Board of Trustees’ first regular meeting of each calendar year. Minutes of all meetings must be kept and such records are open to public inspection. The minutes of a meeting during which an executive session is held should only reflect the topic of the discussion at the executive session.

The Board of Trustees or Planning and Zoning Commission may only go into an executive session (closed session) upon the announcement to the public of the topic for discussion in executive session and the affirmative vote of two-thirds (2/3) of the quorum present, after such announcement. An executive session may

only be held for the purpose of considering the following matters, except that no adoption of any proposed policy, position, resolution, rule, or formal action can occur at an executive session that is not open to the public:

1. The purchase, acquisition, lease, transfer, or sale of any real, personal or other property interest, except that no executive session shall be held for the purpose of concealing the fact that a member of the Board has a personal interest in such transaction.

2. Conferences with the Town Attorney for the purpose of receiving legal advice on specific legal questions. Mere presence or participation of an attorney at an executive session is not sufficient to satisfy this requirement.

3. Matters required to be kept confidential by federal or State law or rules and regulations. However, the Board must announce the specific citation of the statute or rules that are the basis for such confidentiality before holding the executive session.

4. Specialized details of security arrangements or investigations.

5. Determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiators.

6. Personnel matters, unless the employee who is the subject of the session has requested an open meeting. In such case, the personnel matter must be discussed in public session.

7. Consideration of any documents protected by the mandatory non-disclosure provisions of the Colorado Open Records Act (CORA), part 2 of Article 72, Title 24, C.R.S.

Except for conferences with the Town Attorney, executive sessions must be electronically recorded. The tape or disc remains sealed unless otherwise ordered by the District Court.

The Open Meetings Law is not particularly difficult to understand, and was not designed to be burdensome. However, if you have any questions regarding open meetings and executive sessions, always be sure to ask.

If you have questions about any of the matters in this lengthy memo, please feel free to call me.

April 19, 2016

Angela Haskins, Administrative Technician
Town of Eagle
200 Broadway/Box 609
Eagle, CO 81631

Dear Angela:

On April 14, 2016, I visited the Town of Eagle to conduct the annual Audit of the Loss Control Standards, your Loss Control Action Plan and to review your claims for 2015. I would like to thank Chief Staufer and you for your time and assistance in completing the Audit.

I. ANNUAL LOSS REVIEW

During calendar year 2015, there were two Property/Casualty (PC) claims reported with net incurred costs of \$0. Year-to-date in 2016, there has been one PC claim reported with net incurred costs of \$0. This is an open claim and the incurred costs could change.

II. LOSS CONTROL STANDARDS

The 2016 Loss Control Audit Score(s) for your entity is/are as follows:

Pool	<u>PC</u>
Certified Core	Yes
2016 audit score:	90

Attached are copies of the audit checklists we completed together showing the points awarded for applicable Loss Control Standards by department, Loss Control Action Plan and Bonus points. If applicable, refer to the Notes portion of the individual checklists for more information. Check the columns for zeroes on each checklist to see where documentation of compliance was not provided or was not sufficient for credit. Please refer to the copy of the Loss Control Standards for additional information on what is required for compliance for a specific standard.

If you are able to obtain documentation substantiating compliance with additional standards, please send them to me within 30 days of receiving this letter, and I will adjust our score accordingly. Please note that each item adjusted will add points to your audit scores.

Based upon our discussion, the following Loss Control Action Plan items will be implemented in 2016 and evaluated during the 2017 audit.

1. Implement the four driving related CIRSA JSAs.
2. Implement the Data Security Standard.

My next visit will be this fall to complete the annual Property Survey.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Bob Pomeroy".

Bob Pomeroy, CRM, CPSI, CEAS II
Senior Loss Control Representative

Economic Indicators: 2016

April 2016



Prepared by:

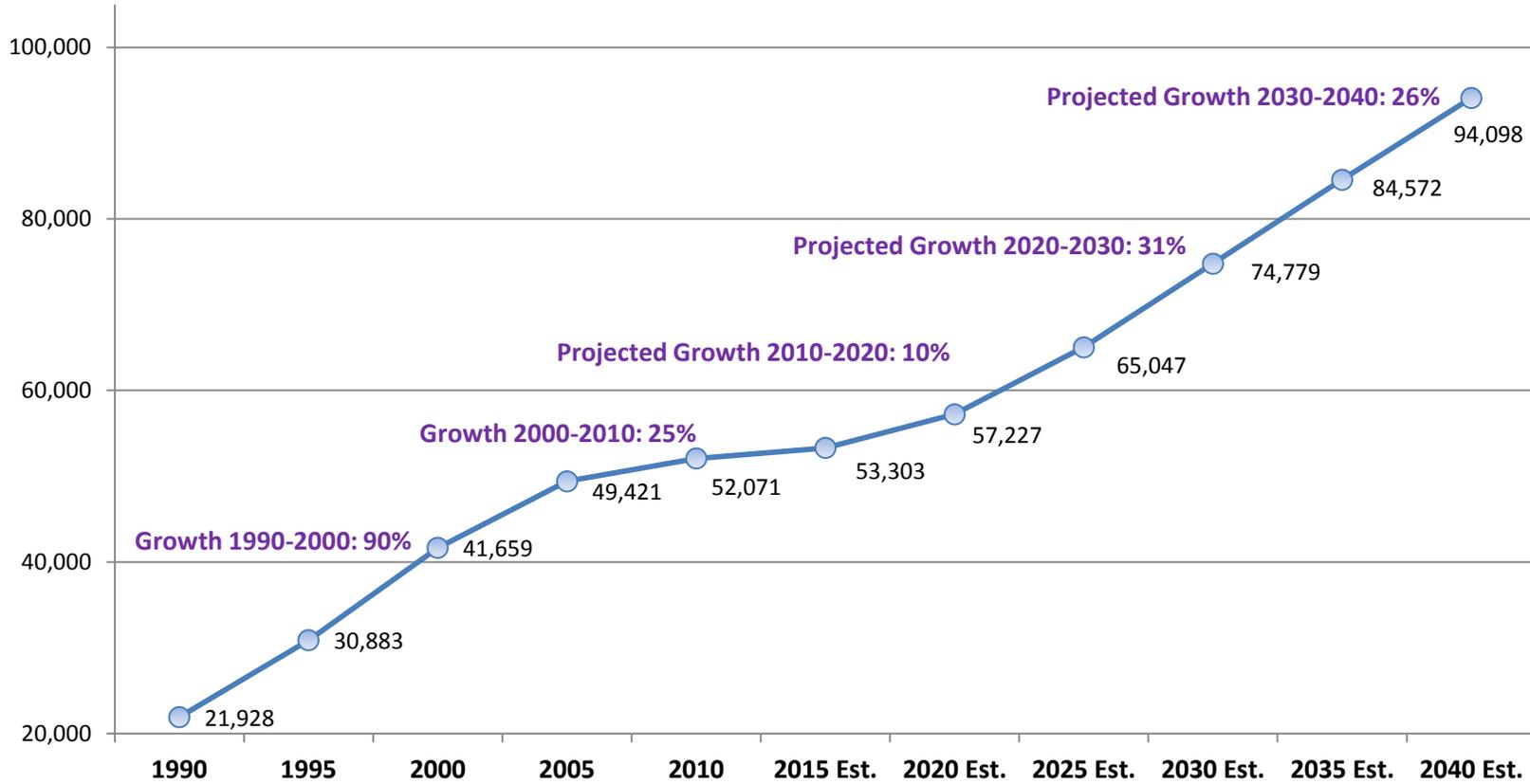
Vail Valley Partnership/Vail Valley Economic Development

101 Fawcett Rd., Ste. 240 | Avon, CO 81620 | 970-476-1000

vailvalleypartnership.com | vailvalleymeansbusiness.com

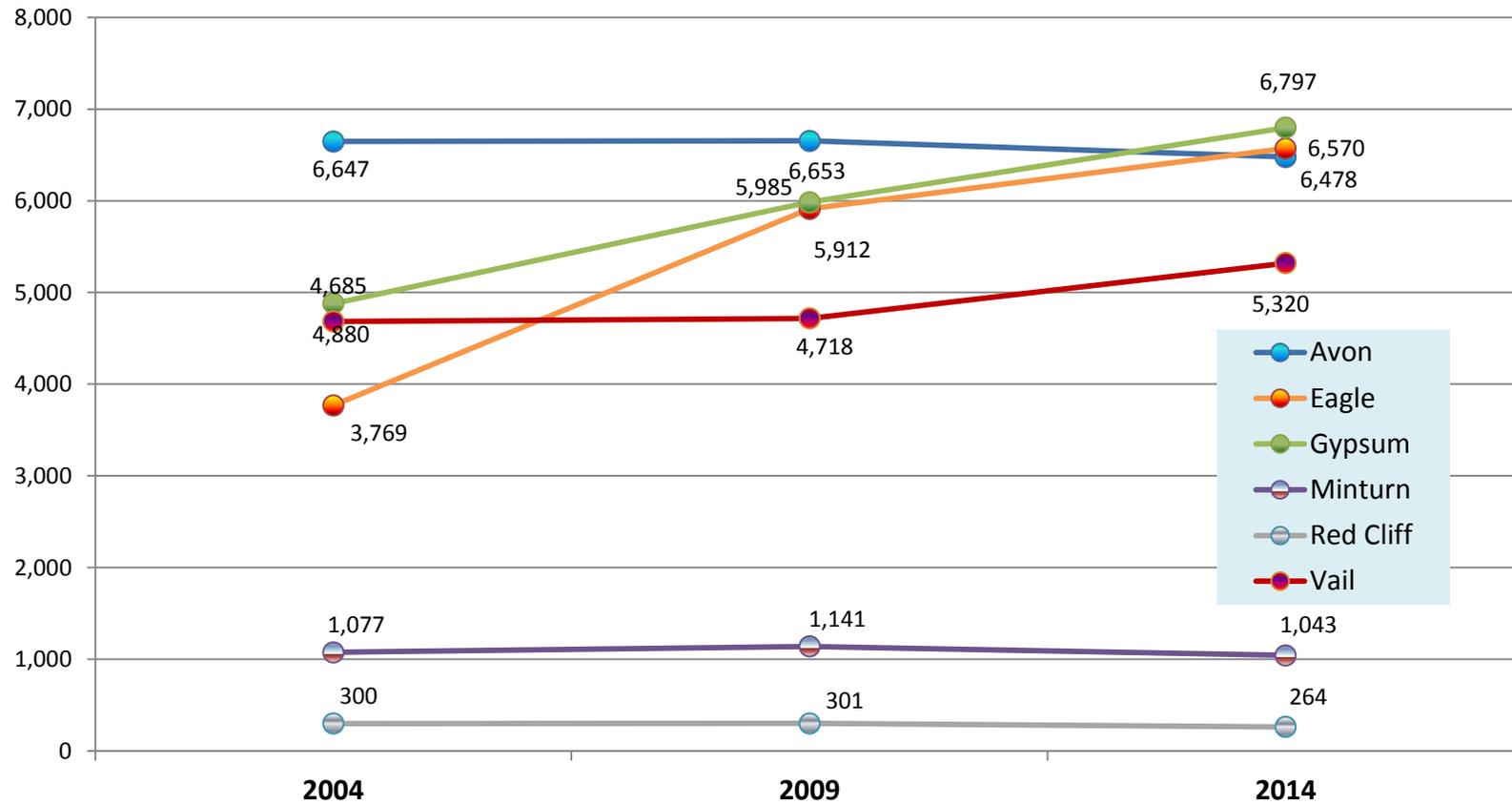
Report Author: Andrej A. Birjulin, Ph.D., Research Director | 970-328-0299

Eagle County Population



Data Source: Colorado State Demographer October 2015

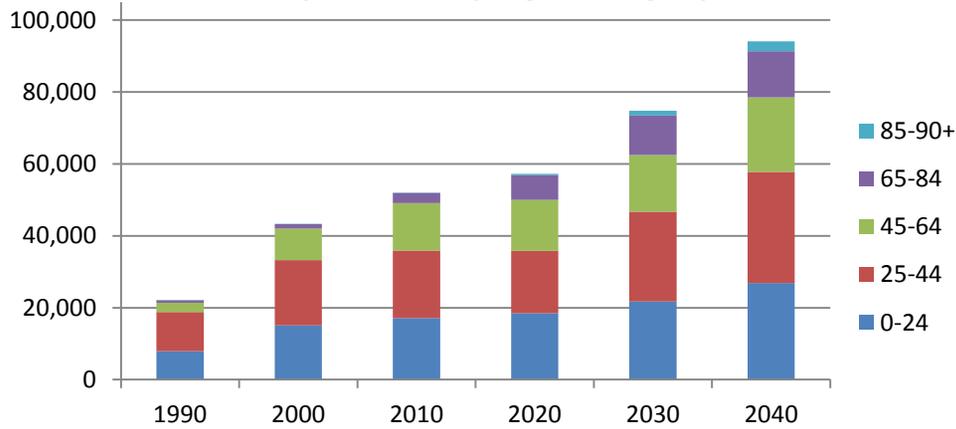
Population by Town



Data Source: Colorado State Demographer October 2015

An Aging Population

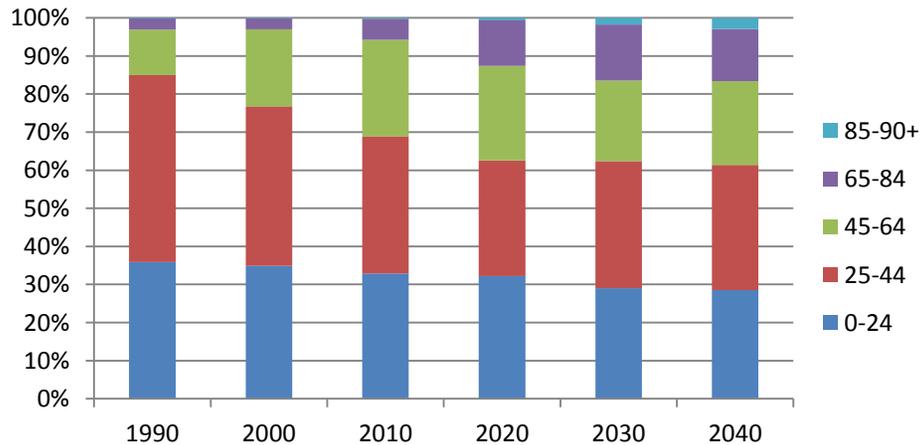
Population by Age Category



Eagle County is aging. That is, age groups above 65 years are forecast to grow disproportionately faster than those below 65 years.

Both the younger population (under 25) as well as the “family age” group of 25-44 are projected to become a somewhat smaller proportion of the County’s total residents from 2010 to 2030.

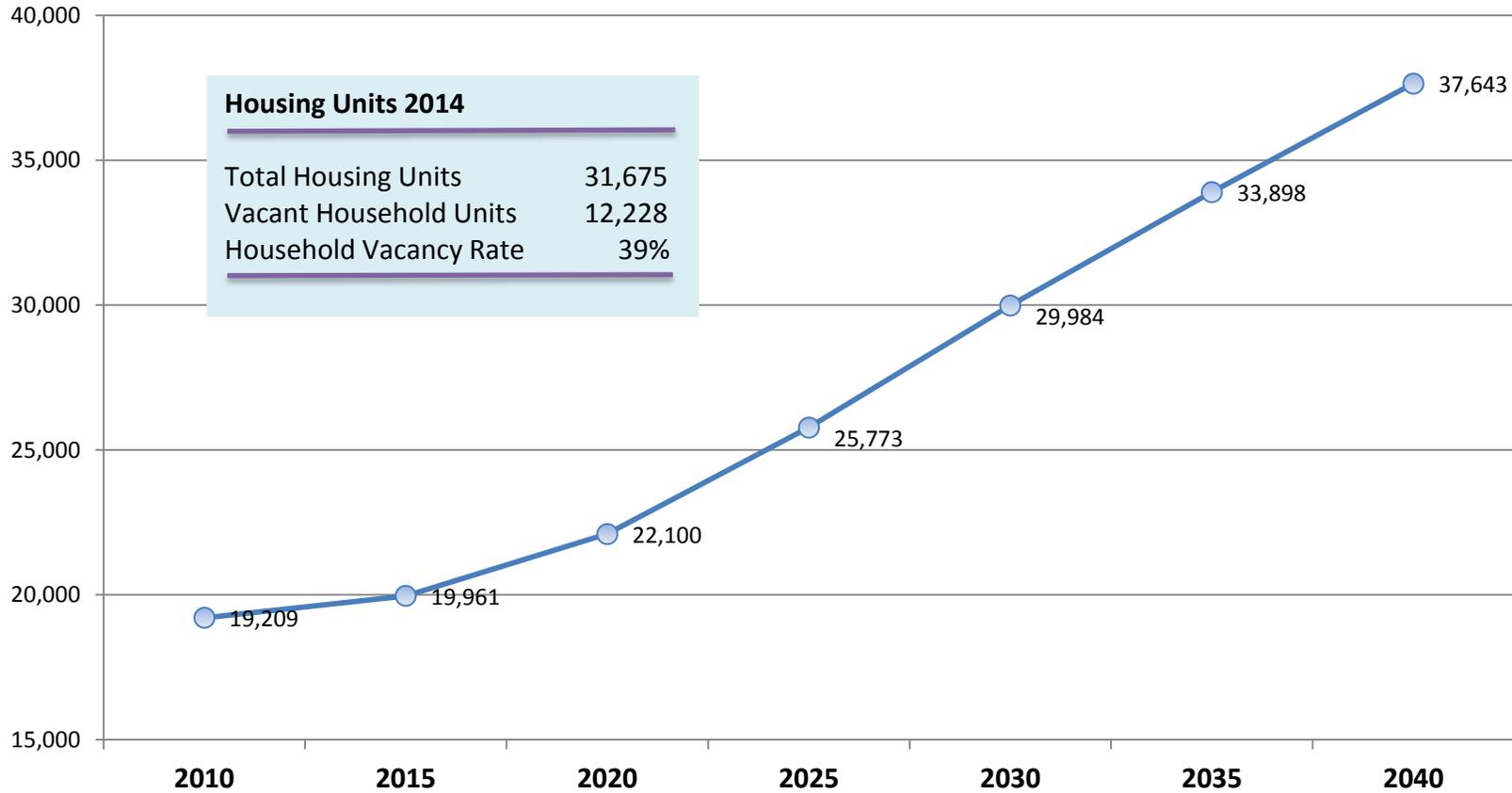
Percent of Population in Each Age Category



While all age groups are expected to gain population by 2030, the highest growth relative to current status comes in the older adult segment. Adults 65 and older are about 6% of the population currently, and that segment is expected to make up 13% of the total by 2020 and 16% by 2030. Aging in place and by in-migration contribute to growth in the older age groups.

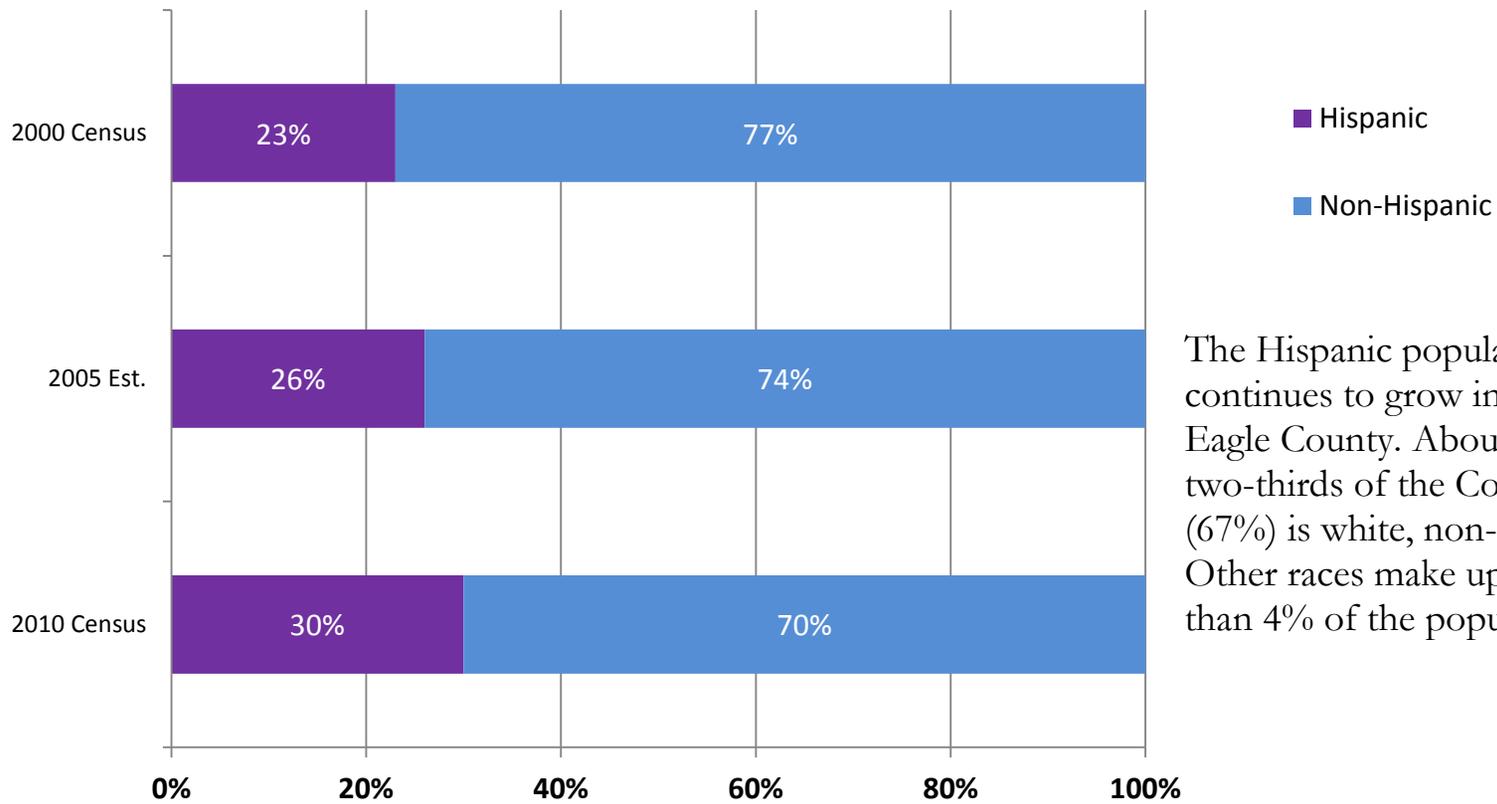
Data Source: Colorado State Demographer October 2015

Eagle County Households



Data Source: Colorado State Demographer October 2015

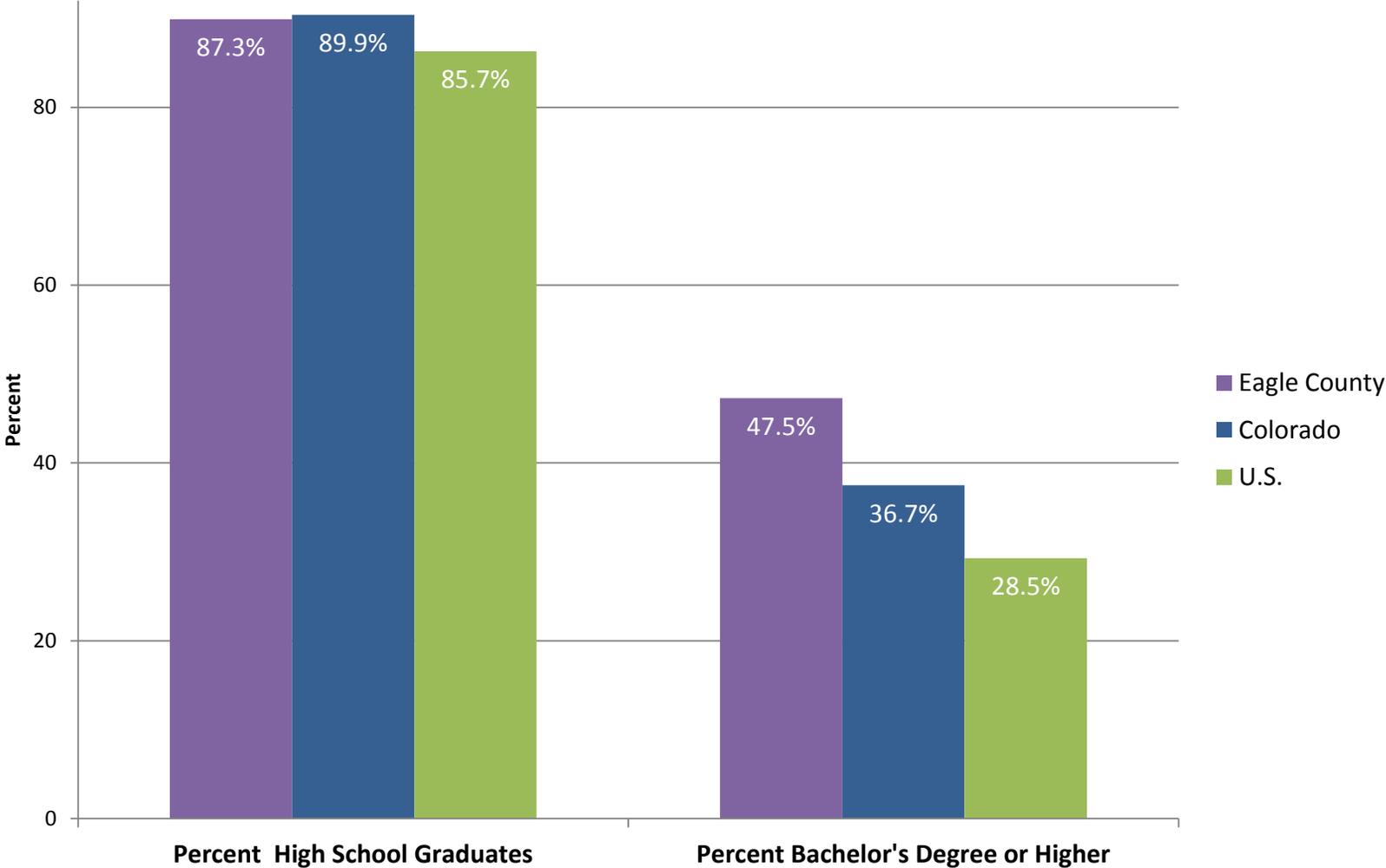
Demographics: Race and Ethnicity



The Hispanic population continues to grow in Eagle County. About two-thirds of the County (67%) is white, non-Hispanic. Other races make up less than 4% of the population.

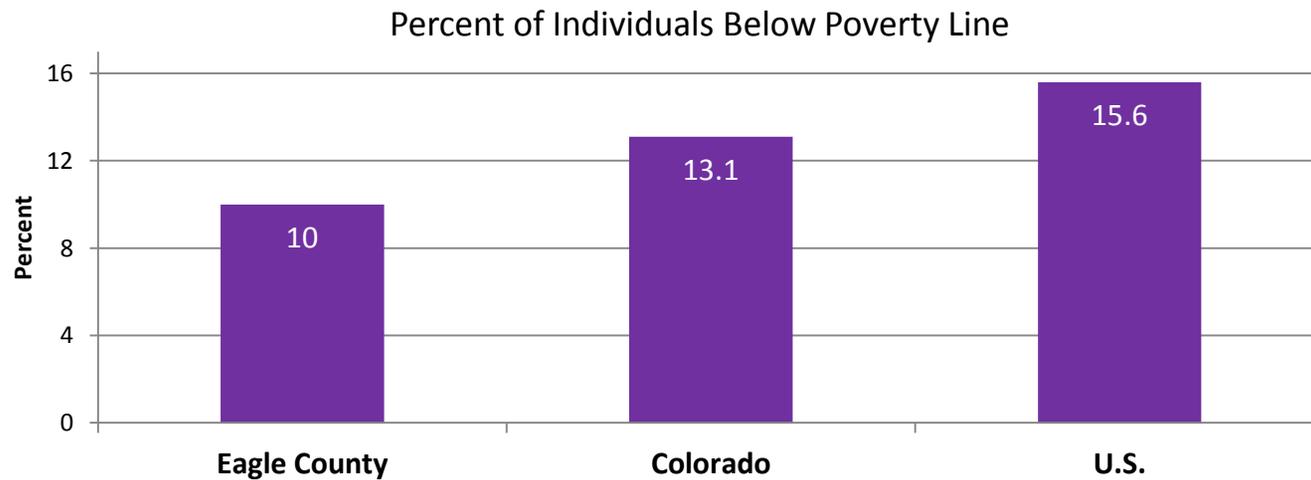
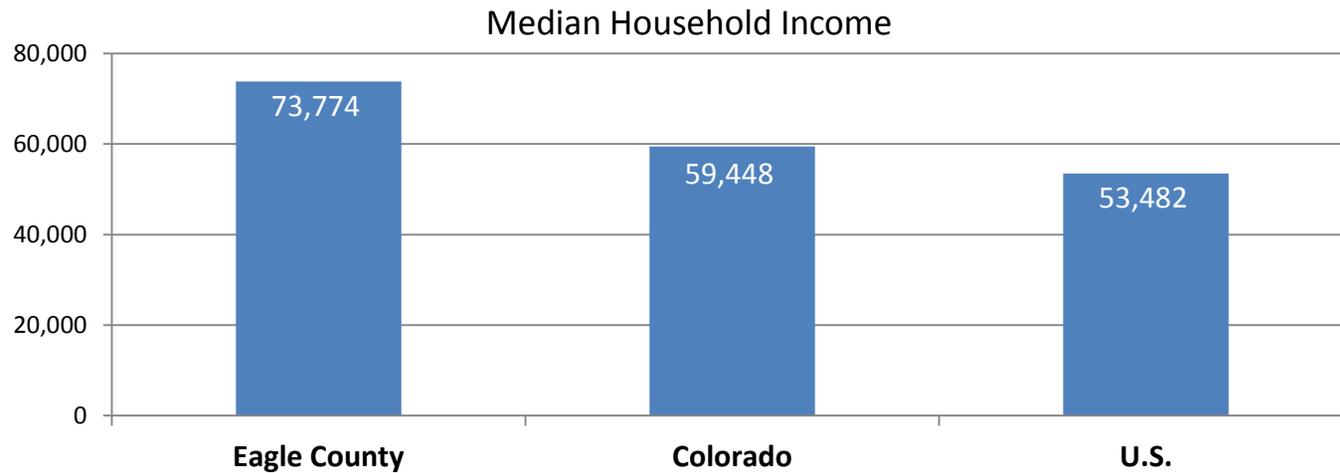
Data Source: Colorado State Demographer

Demographics: Education



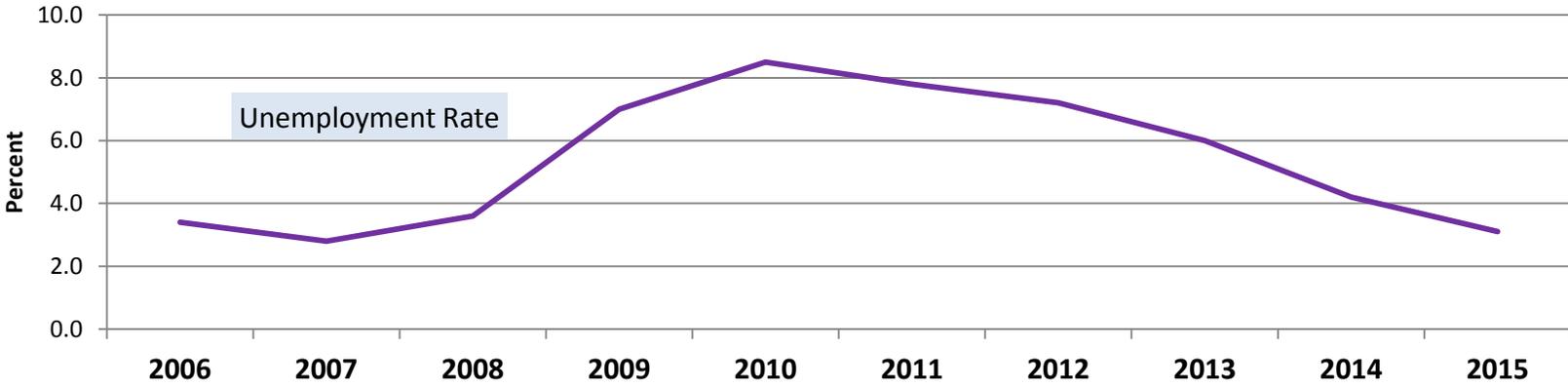
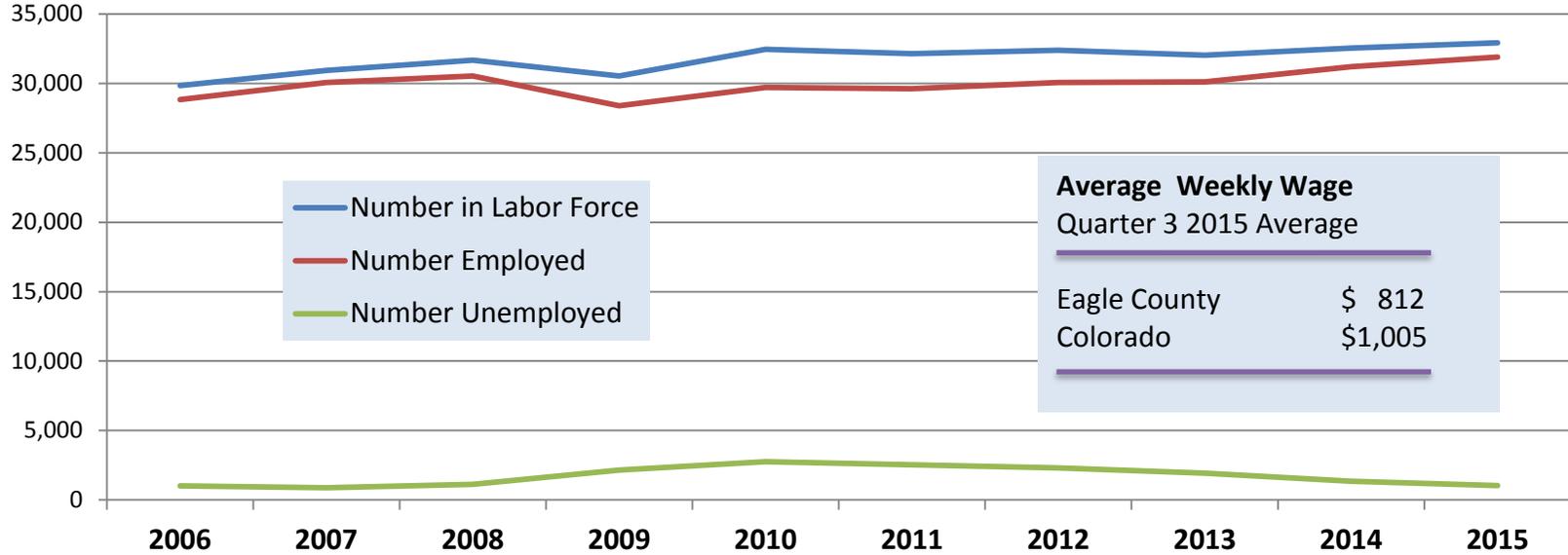
Data Source: 2010-2014 American Communities Survey

Demographics: Income



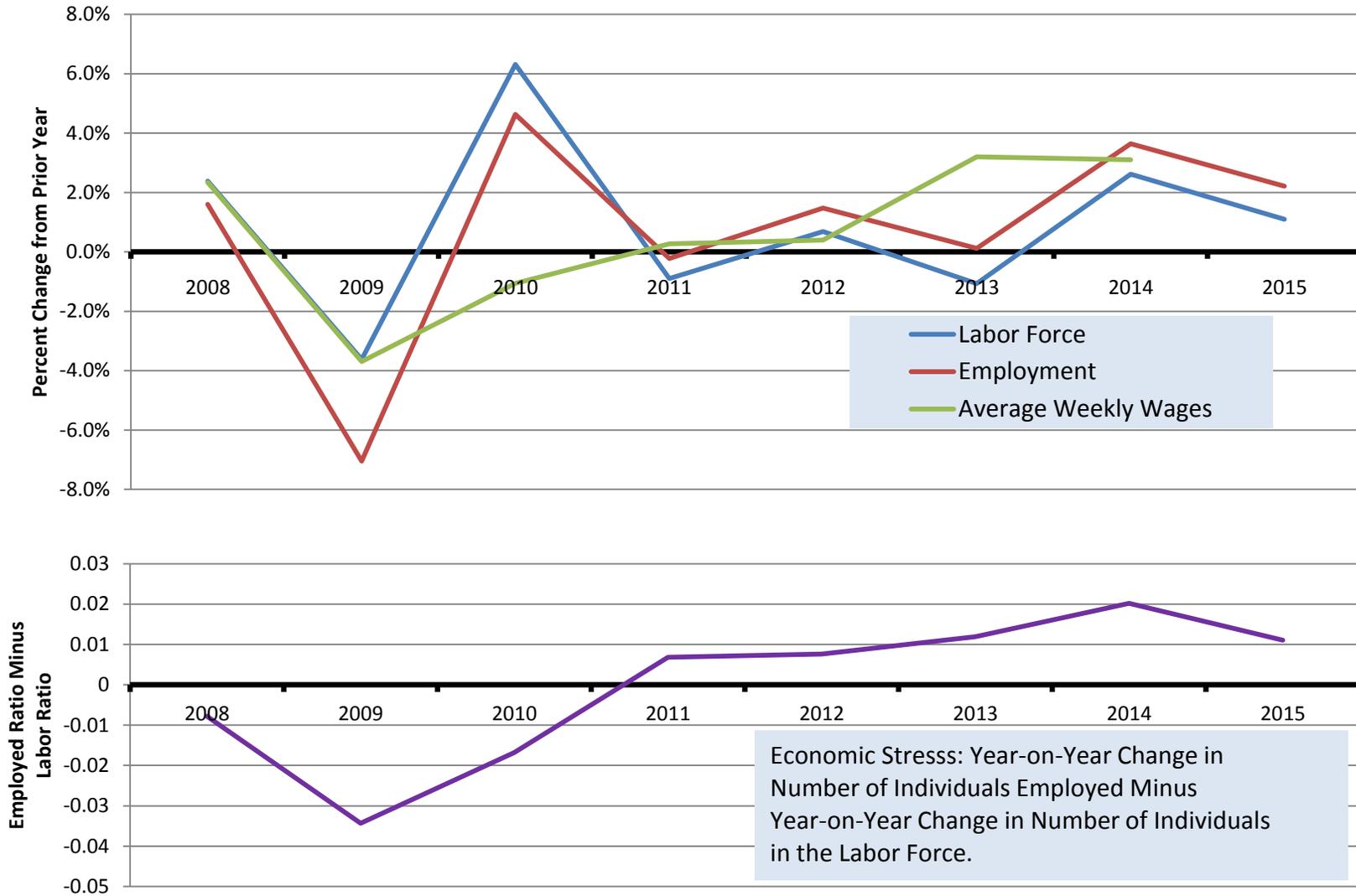
Data Source: 2010-2014 American Communities Survey

Local Employment



Data Source: Colorado Dept. of Labor and Employment

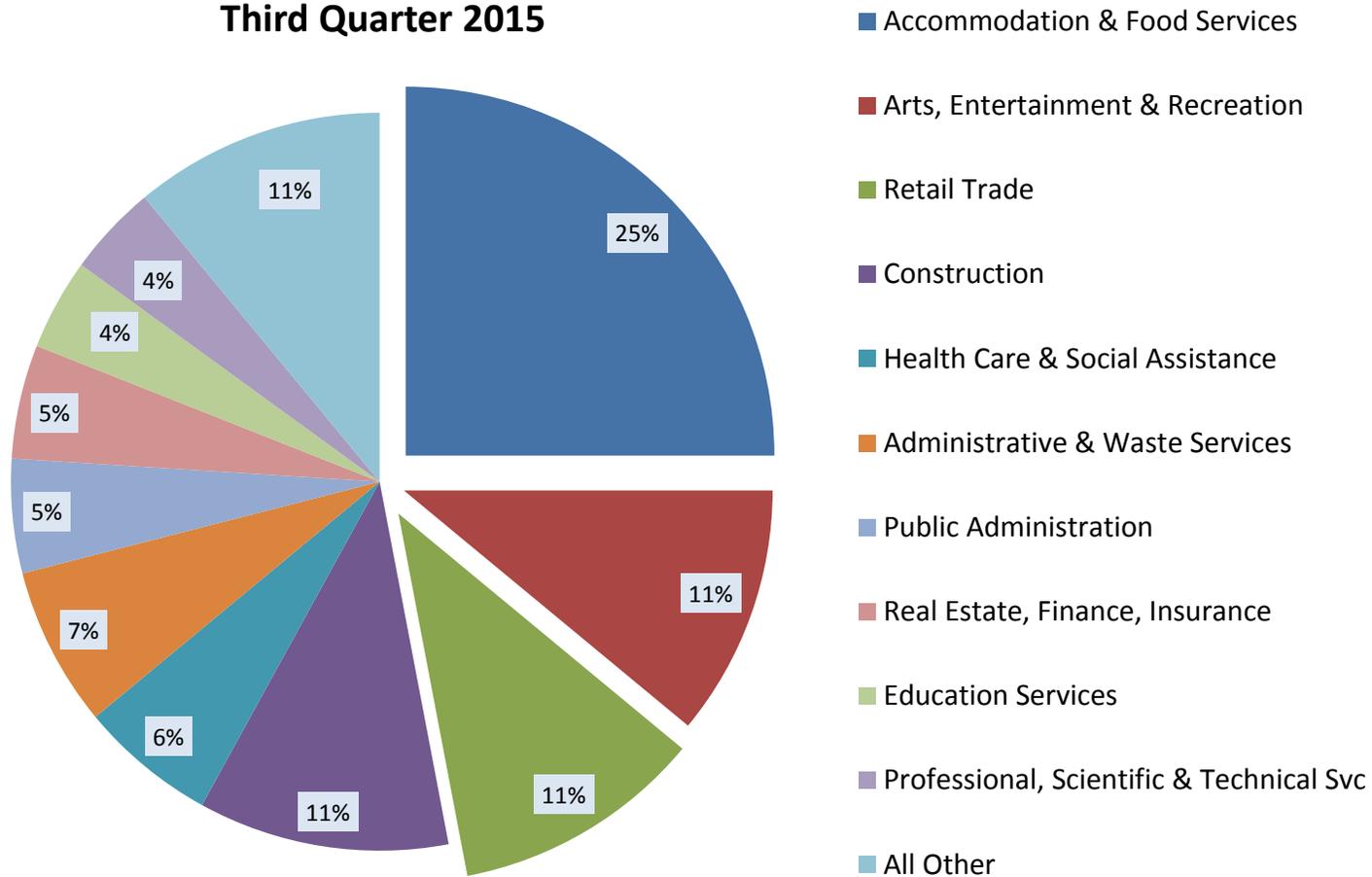
Local Employment: Year-on-Year Changes



Data Source: Colorado Dept. of Labor and Employment and Bureau of Economic Analysis

Market Segmentation: Employees by Industry sector

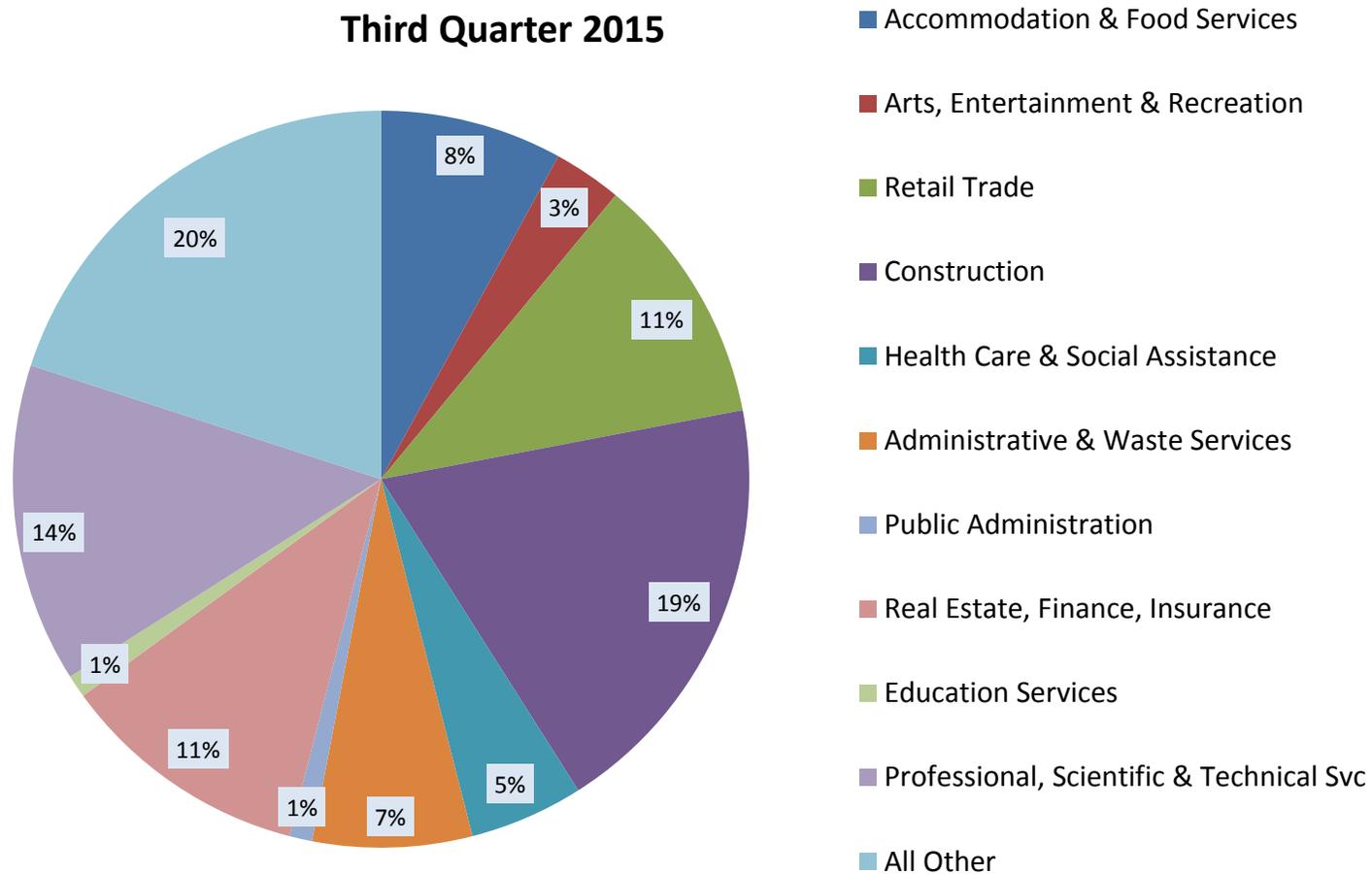
Third Quarter 2015



Data Source: Colorado Department of Labor and Employment

Market Segmentation: Establishments by Industry sector

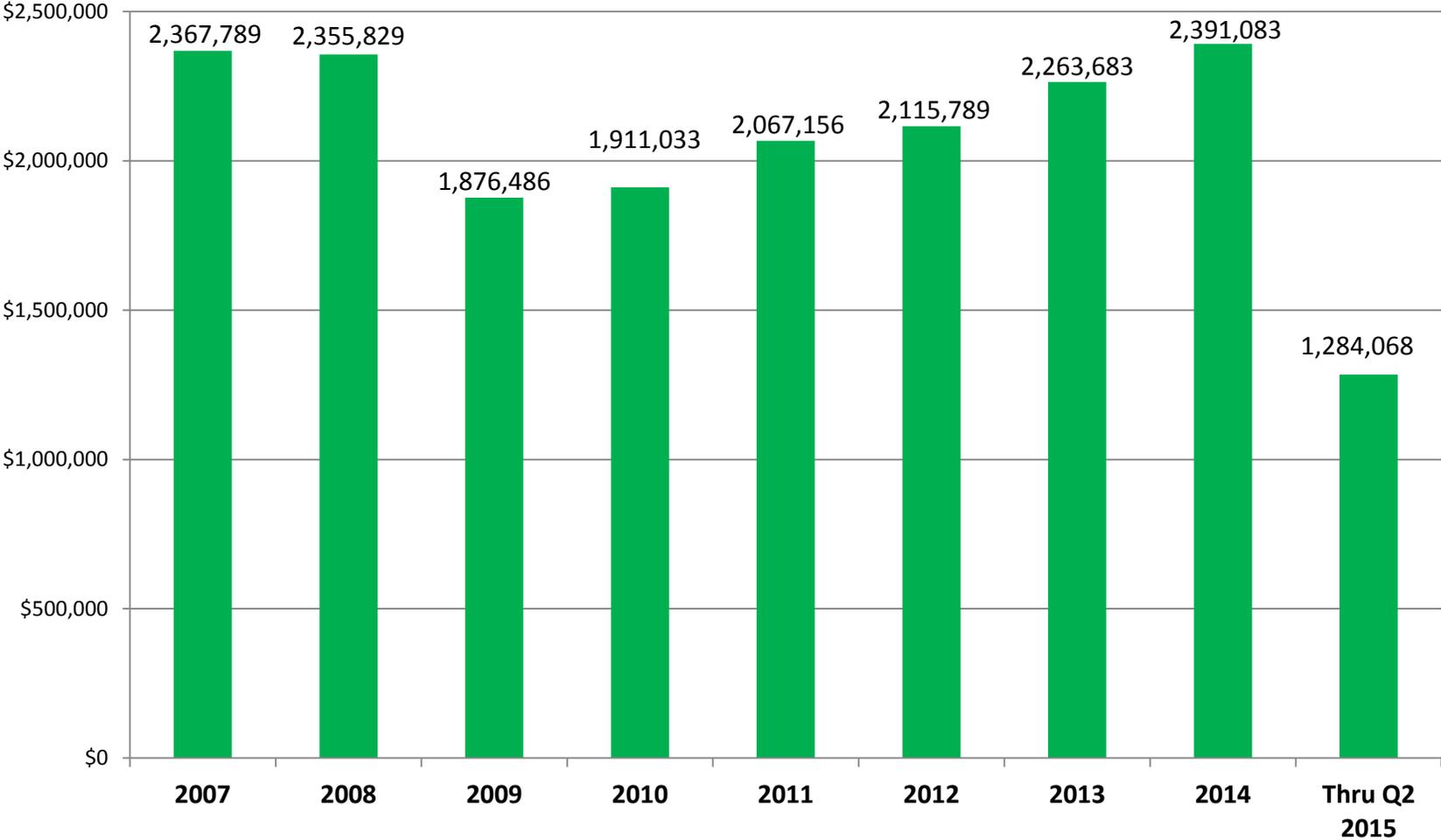
Third Quarter 2015



Data Source: Colorado Department of Labor and Employment

Eagle County Retail Sales

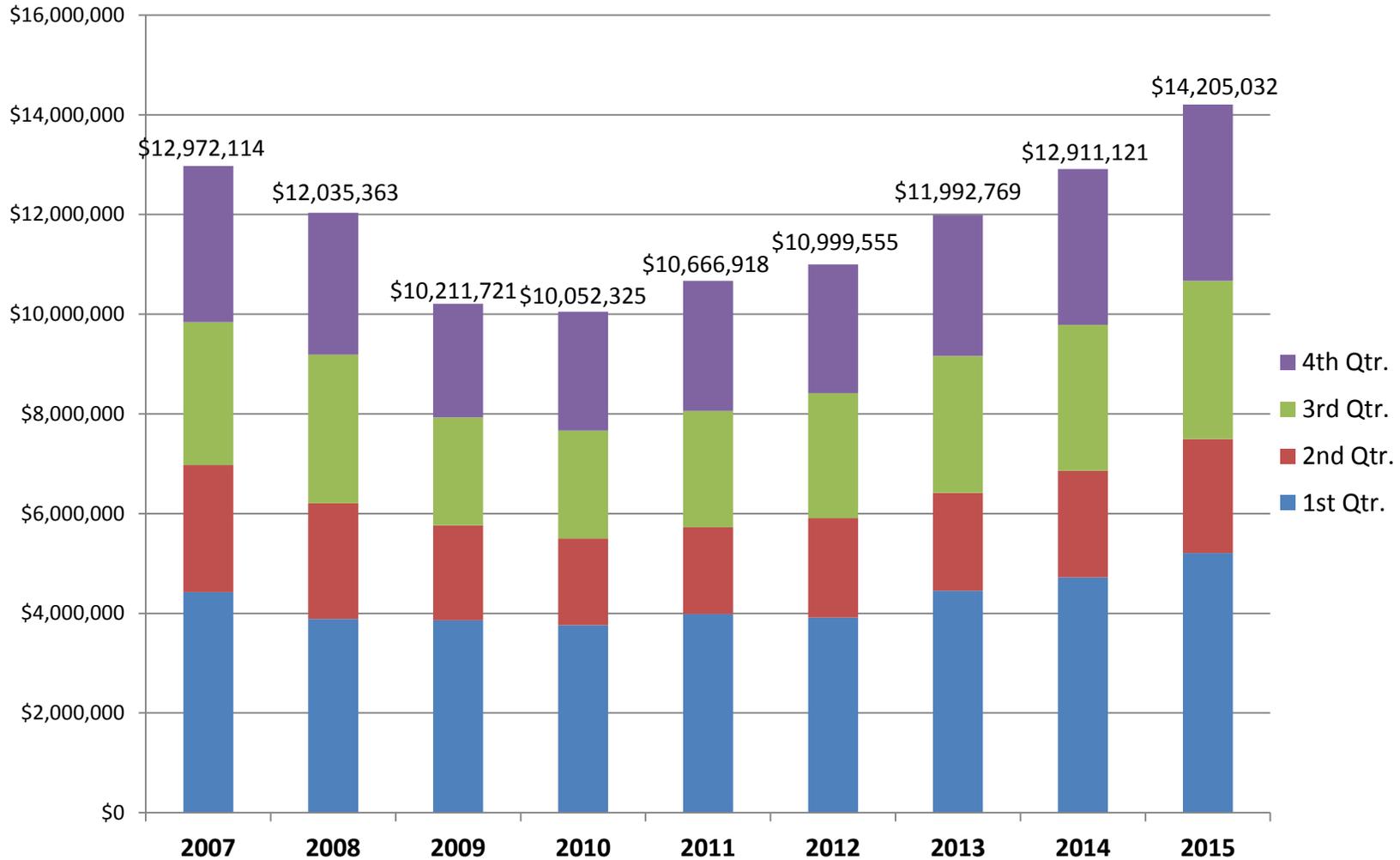
(in Thousands)



Data Source: Colorado Department of Revenue

Eagle County Sales Tax Collections

(Quarters Correspond to Dates Collected, Not Received)



Data Source: Eagle County Department of Finance

Real Estate

	2010	2011	2012	2013	2014	2015
Number Sold	1,250	1,357	1,726	1,766	1,802	2,061
<i>Percent of Previous Year</i>	133%	109%	127%	102%	102%	114%
Total Dollar Volume (in Thousands)	\$1,497,172	\$1,158,049	\$1,513,490	\$1,402,637	\$1,779,363	\$1,989,138
<i>Percent of Previous Year</i>	167%	77%	131%	93%	127%	112%
Mean Sales Price						
Single Family	\$1,264,591	\$1,003,971	\$1,042,750	\$970,764	\$1,236,694	\$1,194,552
Multi-Family	\$1,150,597	\$859,243	\$775,323	\$802,332	\$900,299	\$871,366
Vacant Res. Land	\$409,575	\$350,346	\$388,551	\$264,250	\$324,936	\$341,853
Commercial	\$1,228,594	\$851,585	\$1,079,502	\$873,330	\$1,754,116	\$1,475,784

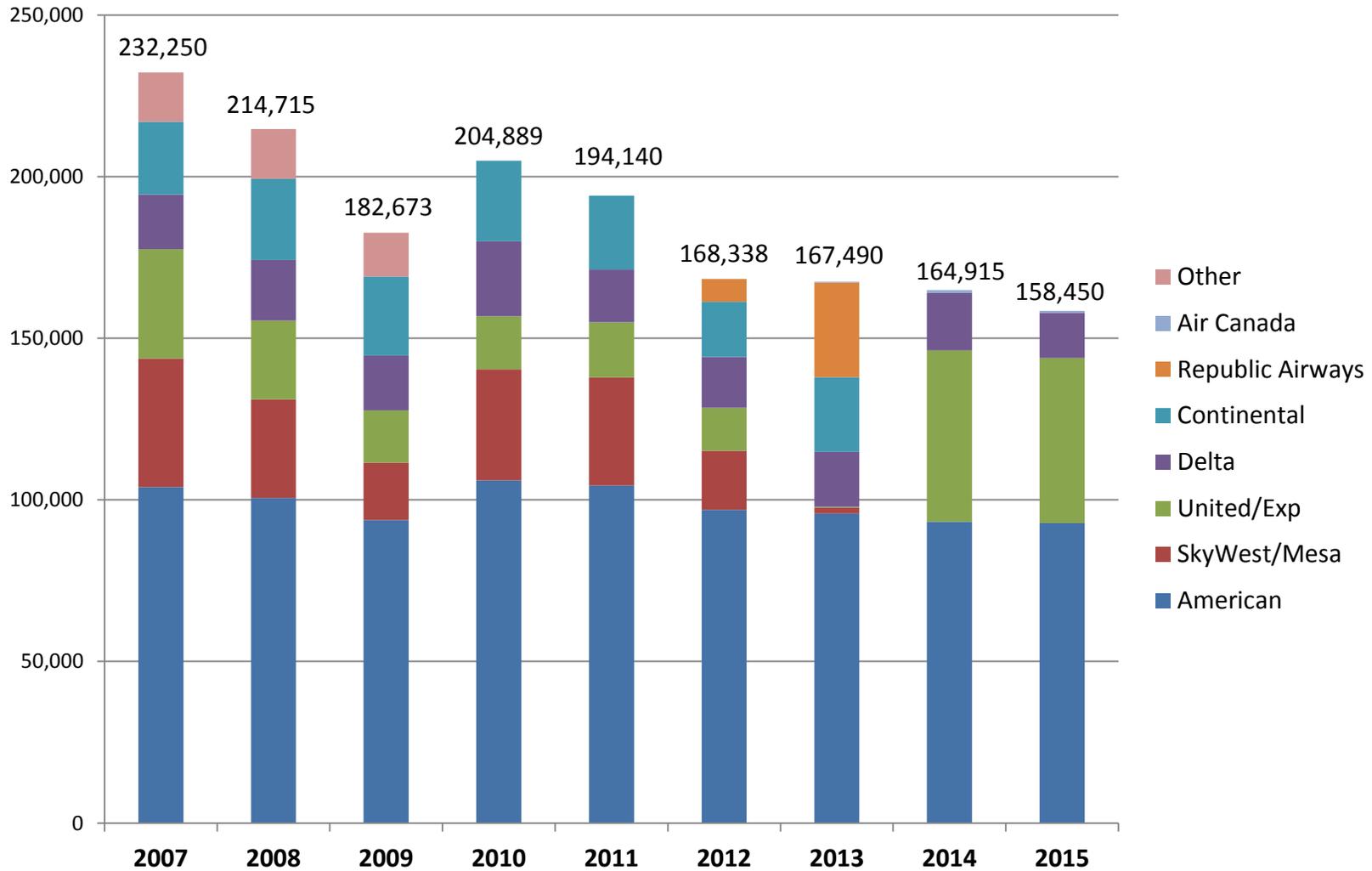
Data Source: Land Title Guarantee Company

Real Estate – Select Local Markets

	Gypsum	Eagle	Avon	Vail Village
Number Sold				
2014	176	217	135	74
2015	177	201	120	68
<i>Percent of Previous Year</i>	<i>101%</i>	<i>93%</i>	<i>89%</i>	<i>92%</i>
Total Dollar Volume				
2014	\$56,386,334	\$80,379,768	\$131,341,922	\$299,712,216
2015	\$63,649,368	\$102,268,102	\$50,980,578	\$283,182,348
<i>Percent of Previous Year</i>	<i>113%</i>	<i>127%</i>	<i>39%</i>	<i>94%</i>

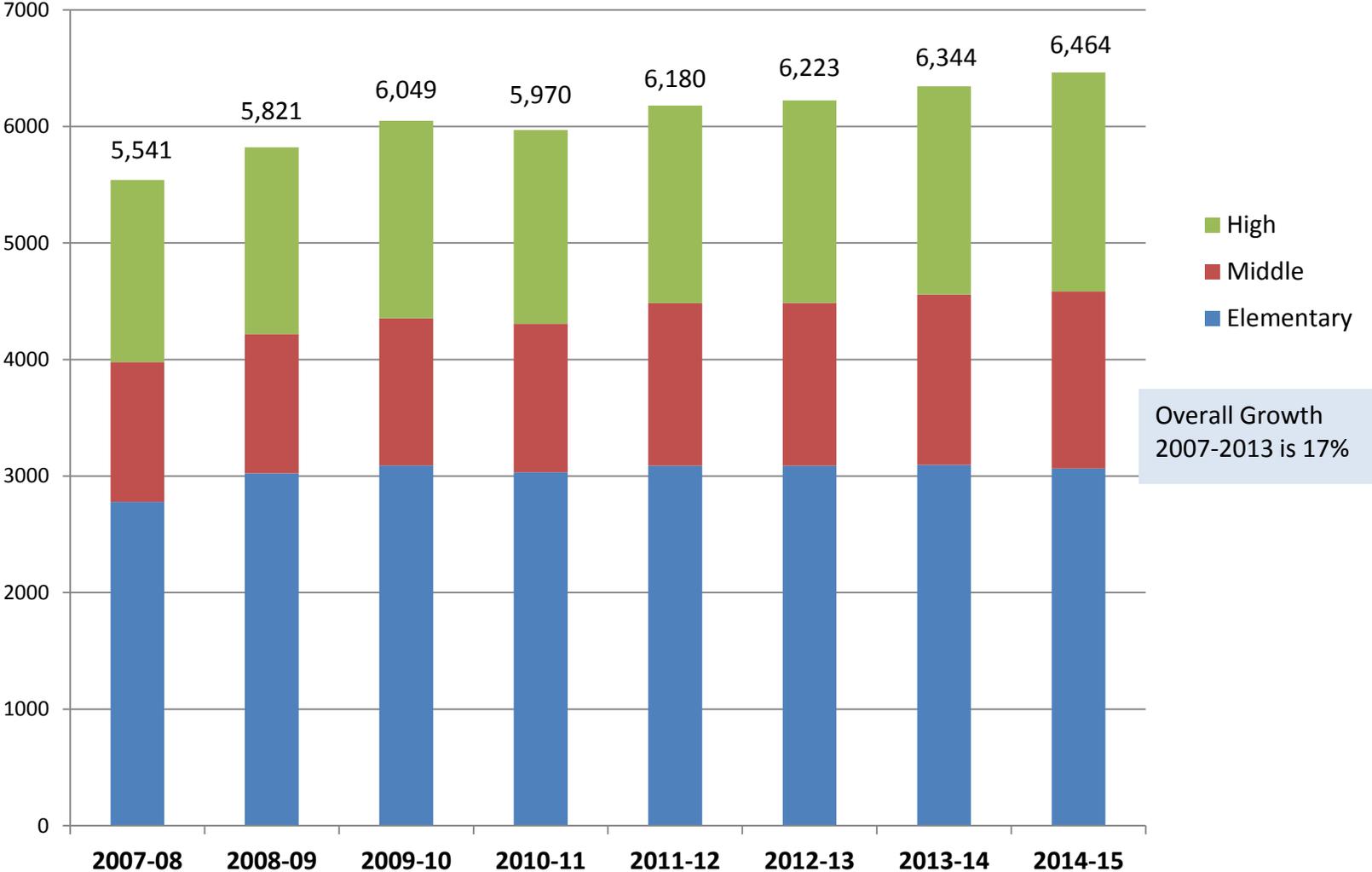
Data Source: Land Title Guarantee Company

Enplanements



Data Source: Eagle County Airport

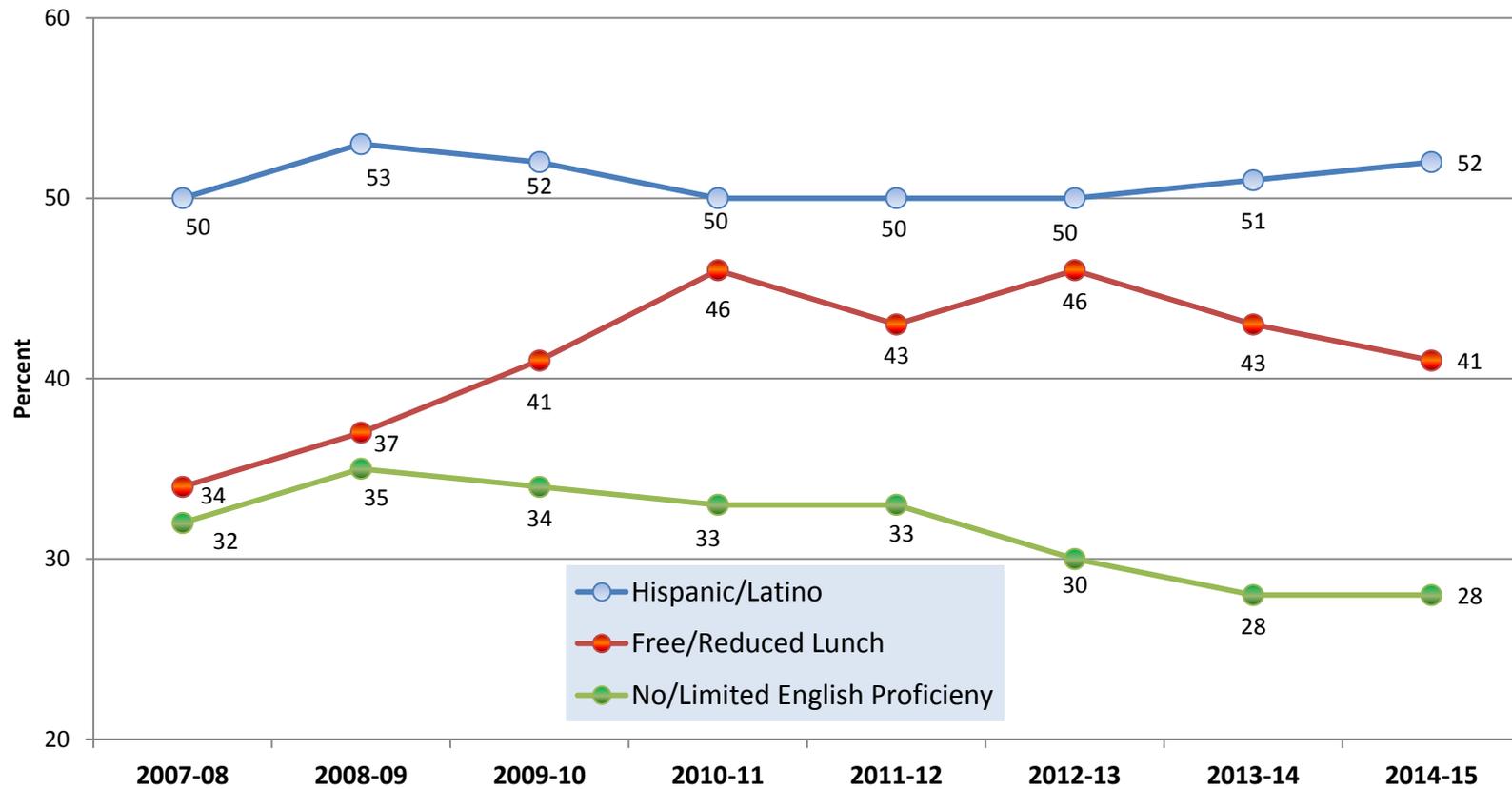
Eagle County Schools' K-12 Enrollments



Data Source: Eagle County Schools' October Count

Eagle County Schools' Percent Hispanic/Latino Population, Free/Reduced Lunch and Students with No or Limited Language Proficiency

(Less than 4% of the School Population Indicates a Race/Ethnicity Other Than White or Hispanic/Latino)



Data Source: Eagle County Schools October Count

G402 Incident Command System (ICS) Overview for Executives/Senior Officials Training



Monday May 16, 2016

1:30 – 3:30 PM

Eagle County Emergency Operations Center

500 Broadway (Lower level), Eagle, CO

This *two hour* course provides an orientation to the Incident Command System (ICS) for Executives and Senior Officials (including elected officials, city/county managers, agency administrators, etc.) who may become involved in policy group discussions during emergency situations.

To register email to: emergency@eaglecounty.us

Course Outline:

Part 1: What Is ICS?

Part 2: ICS Organization & Features

Part 3: Unified & Area Command

Part 4: Coordination & Incident Management Assessment

Part 5: ICS Preparedness

Legislature enacts new rules on conflicts of interest

Gerald E. Dahl
CML General Counsel

(Editor's note: This topic has been the subject of two prior articles in Colorado Municipalities. The first article appeared in the September/October 1976 issue and was authored by Tad Foster, Assistant City Attorney for Colorado Springs. The second article appeared in the March/April 1986 issue and was authored by Susan Griffiths, former CML General Counsel.)

Council and board members need to understand new voting rights and procedures in situations where conflicts of interest exist.

Assume that you are a member of the board of trustees in a small municipality. Your community is 30 miles from the nearest town and often isolated in winter by mountain passes. In February, a water main freezes and breaks. It needs to be dug up immediately and repaired, or the entire system will freeze, costing the town thousands of dollars to repair, with no water in the meantime. You own the only backhoe in town. The town board asks you to do the excavation work and bill them. Can you do the job?

A second example: You own the only gas station in town. Can you sell gasoline to the town, in order to save the expense of driving the police cars on a 60-mile round trip to fill up at the next community?

Under the law as it existed in Colorado prior to the spring of this year the answer to both questions would be no. Both contracts would have been prohibited conflicts of interest. No written or oral disclosures or abstentions from voting would have cured the problems. Both would have violated a portion of section 31-4-404, C.R.S., which, until March 18, 1988, read in part as follows:

[n]or shall any such member be interested, directly or indirectly, in the profits of any contract or job for work or services to be performed for the city or town.

Editor's Note

After this issue of *Colorado Municipalities* went to press, the Colorado Revisor of Statutes issued 1988 Replacement Volume 10A, in which the material enacted by HB 1209 appears. For modification purposes, the revisor renumbered the new article of Title 24 enacted by HB 1209. All references to article 17 in HB 1209 should be changed to article 18, as they appear in the codified statute books. (Example: 24-17-101 becomes 24-18-101).

The above language was deleted by the Colorado General Assembly during its 1988 legislative session. In place of this blanket prohibition, the General Assembly enacted two bills containing significant new rules which allow municipal officials to disclose such interests and to abstain from voting on them. This procedure now allows the official to retain the interest in the contract.

This article will describe the new rules for the identification and disclosure of conflicts of interest, as well as their legal implications from the perspective of the Colorado municipal official. Naturally, this article cannot serve as the substitute for legal advice from the municipal attorney. It is intended only to alert Colorado municipal officials to significant new limits of permitted activity. You should consult your attorney for advice in specific cases.

Colorado Case Law

A quick review of the significant cases decided by Colorado courts on public officials' conflicts of interest may be helpful before describing the recently enacted statutes. The general rule at common law (law derived from decisions of the courts) was that public officials were completely prohibited from entering into any contract with the government they served. No amount of disclosure, abstention, stepping down, or other safeguards were felt to be adequate to protect the public from self-dealing by public officials.

The Colorado Courts adhered to this common law rule. In the 1926 case of *School District #98 v. Pomponi*,⁷ two members of a school district board were officers of a company with which the school district had contracted. The statute prohibited officers of school districts from making contracts in which they had an interest. The Colorado Supreme Court invalidated the contract as "against public policy and void or voidable irrespective of any statute."⁸ The fact that the school district had benefited financially from the contract and had not in any manner been cheated by the officials was immaterial in the face of "the rule of public policy, which prohibits

The General Assembly enacted two bills containing significant new rules which allow municipal officials to disclose such interest and to abstain from voting on them.

public officers contracting with themselves and for their own benefit."⁹

In the 1933 case of *People v. Brown*,⁴ the Colorado Supreme Court relied upon *School District v. Pomponi* for the proposition that a public official may not contract with himself to his own profit. In that case, a county treasurer had speculated in tax certificates belonging to the county. The Court held that the actions of the treasurer "did not effect any change as to the rights of the county to the funds realized from the redemption"⁵ and stated the common law rule in these memorable terms:

Brown was a minister of the law, bound by his oath and every canon to be dis-

interested in the discharge of his official duties. On the record he did not serve with an eye single to the public weal. [h]e took advantage of the favorable action of the board to work his own enrichment and the county's undoing.⁶

The most recent decision in Colorado on this subject is *Berkley Metropolitan District v. Poland*,⁷ a 1986 Colorado Court of Appeals case in which a member of a water and sanitation district board also served as a paid consultant to the board over a period of several years. After some changes in its makeup the board elected to abrogate the contract and brought suit to recover the compensation and expenses paid. The Court of Appeals applied the common law rule that public policy forbids public officers from contracting with themselves for their own benefit, citing *School District v. Pomponi* and *People v. Brown*.

The fact that the board member had excused himself from voting or deliberation on the contract each time it was discussed by the board was held to have no effect on its invalidity. Neither was it significant that the district had ratified the

(continued on page 20)



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Conflicts of interest

payments to the board member as they were made and had, in fact, received value for its money. The Court upheld the trial court's decision that the agreement itself was illegal and therefore void at the outset.

This common law rule, in concert with the prohibition in (former) section 31-4-404, prior to its amendment in 1988, has proved a source of real hardship to Colorado municipal officials. Many situations exist, particularly in small communities, where the only provider of a vital municipal need (construction equipment, gasoline, mechanical repairs, office supplies) has been a business owned or operated by a member of the board of trustees or city council. Local businessmen in Colorado's communities have a long and proud tradition of public service. It is not surprising that conflicts of interest under the prior statute and case law have been a problem.

HB 1057 (March 18, 1988)

The General Assembly changed the statutory rules applicable to conflicts of interest of Colorado municipal officials with the passage of HB 1057, signed into law on March 18, 1988, by Gov. Romer. HB 1057, sponsored by Rep. Sam Williams of Breckenridge and Sen. Sally Hopper of Golden, eliminated the absolute prohibition of the former law, replacing it with a rule of disclosure and abstention, closely mod-

Municipal officials may now participate in contracts involving their municipality if they make proper disclosure and abstain from voting and from attempting to influence other members of the government body.

eled on the provision of the Colorado Constitution applicable to members of the General Assembly.

The League drafted the measure and actively supported its passage. As amended, new subsections 31-4-404(2) and (3), C.R.S. now read:

(2) Any member of the governing body of any city or town who has a personal or private interest in any matter proposed or pending before the governing body shall disclose such interest to the governing body and shall not vote thereon, and shall refrain from attempting to influence the decisions of the other members of the governing body in voting on the matter.

(3) A member of the governing body of any city or town may vote notwithstanding subsection (2) of this section if his participation is necessary to obtain quorum or otherwise enable the body to act if he complies with the voluntary disclosure provisions of section 24-17-110, C.R.S.

Municipal officials may now participate in contracts involving their municipality if they make proper disclosure of their interest and abstain from voting and from attempting to influence other members of the governing body on the issue. This obviously includes refraining from participation in any deliberations, meetings, or conversations leading up to the actual vote on the contract or other matter. Finally, new subsection 31-4-404(3) allows the member to vote notwithstanding his conflict if participation is "necessary to obtain a quorum or otherwise enable the body to act," but only if the member complies with the voluntary disclosure provisions of section 24-17-110. This latter section was enacted as a part of HB 1209 during the 1988 legislative session.

HB 1209 (July 1, 1988)

Structure of the Act

The 1988 session of the General Assembly also saw the enactment of a significant and somewhat complex statute setting forth standards of conduct for public officials and employees at all levels of government in Colorado, both state and local. HB 1209, sponsored by Rep. Chris Paulsen of Englewood and Sen. Jeff Wells of Colorado Springs, specifically applies to officers and employees of local governments, which are defined to include the government of a county, city and county, city, town, special district, or school district.²

HB 1209 can be broken down into four groups of new standards applicable to government officials:

1. Absolute rules of conduct,
2. nonbinding ethical principles,
3. written disclosure rules, and
4. new rules relating to interests by public officials in government contracts.

The General Assembly's effort to distinguish between binding rules of conduct and nonbinding "ethical principles" is generally described in the legislative declaration, which provides in part:



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- Wastewater Collection and Treatment
- Drainage and Flood Control
- Highways and Bridges
- Utility Mapping



The general assembly hereby declares that the prescription of some standards of conduct common to those citizens involved with government is beneficial to all residents of the state. The provisions of this part 1 recognize that some actions are conflicts per se between public duty and private interest while other actions may or may not pose such conflicts depending upon the surrounding circumstances.⁹

While it is helpful that the ethical principles are described as nonbinding, including both binding and non-binding rules for conflicts of interest may lead to some difficulty in interpreting and applying the act. Because of its complexity and potential interrelationship with other provisions of law (including section 31-4-404, applicable only to municipal officials, and the criminal code sections dealing with bribery and corrupt influences), the municipal official is cautioned to seek the advice of the municipal attorney in complying with HB 1209.

(Mandatory) Rules of Conduct

Two separate portions of the act establish mandatory rules of conduct. Section 24-17-104 establishes rules of conduct for all public officers, members of the General Assembly, and local government officials and employees, while section 24-17-109 establishes additional rules only for local government officials and employees. Section 24-17-104 primarily concerns prohibited conduct in connection with a "personal financial interest," which in turn is defined as including:

1. An ownership interest in a business;
2. a creditor interest in an insolvent business;
3. an employment or prospective employment for which negotiations have begun;
4. an ownership interest in real or personal property;
5. a loan or other debtor interest; or
6. a directorship or officership in a business.¹⁰

Section 24-17-104 prohibits the disclosure of confidential informa-

tion acquired in the course of official duties when used to "further substantiate personal financial interest."¹¹ This section also prohibits accepting a gift of substantial value or of substantial economic benefit if it would "improperly influence" a reasonable person or if a reasonable person should know it is primarily a reward for official action.¹² This prohibition has a parallel in the Colorado criminal code at section 18-8-302, concerning bribery. Section 24-17-104 goes on to prohibit a public official or employee from accepting economic benefits, including loans issued at lower than the commercial rate and compensation for services rendered which exceed the fair market value of those services.¹³

Happily, section 104 lists a number of "safe harbors" items not considered gifts of substantial value or gifts of substantial economic benefit. These include campaign contributions, occasional insignificant gifts, nonpecuniary awards for public service, actual and necessary travel, and subsistence expenditures for public duties, perishable or non-permanent items (including tickets to sporting, recreational, education, or cultural events), honoraria, and payment of salary from other government employment.¹⁴

Section 24-17-109 is entitled "Rules of Conduct for Local Government Officials and Employees." It should be carefully reviewed by municipal officials and municipal employees. Prohibited conduct under this section includes:

1. Engaging in a substantial financial transaction for private business purposes with a person whom the local government official or employee inspects or supervises in the course of official duties,¹⁵ or
2. performing an official act directly and substantially affecting to its economic benefit a business or other undertaking in which the local government official or employee has either a substantial financial interest or is engaged as counsel, consultant, representative, or agent.¹⁶

Section 24-17-104 prohibits the disclosure of confidential information acquired in the course of official duties when used to "further substantiate personal financial interest."

Subsection (3) of section 24-17-109 duplicates the changes made to section 31-4-404 by HB 1057. That is, a member of the governing body of a local government who has a personal or private interest in any matter proposed or pending before the governing body must disclose the interest to the body, not vote thereon, and refrain from attempting to influence the other members of the body.¹⁷ Also, and in parallel to section 31-4-404(3), it is permissible to vote despite the conflict if the official's participation is necessary to obtain a quorum or otherwise enable the body to act, but only if written disclosure is made to the Colorado Secretary of State under the written disclosure provisions enacted by section 24-17-110.¹⁸

Section 24-17-109 also contains some "safe harbors." It is permissible to use local government facilities or equipment to communicate or correspond with constituents, family members, or business associates, and to accept or receive a benefit as an "indirect consequence of transacting local government business."¹⁹

Both sections 24-17-104 and 109 employ the standard of proof "beyond a reasonable doubt."²⁰ This is a relatively high standard of proof. In trial practice this standard would favor the government official. It is more than a mere "preponderance" of proof and requires that the overwhelming majority of the evidence point toward a violation before it will be considered proven.

Ethical principles

Section 24-17-105 of HB 1209 is
(continued on page 22)

Conflicts of interest

Interestingly, HB 1209 appears to take the minority view, that the contract is voidable rather than void. At section 24-17-203 HB 1209 provides:

Voidable contracts. Every contract made in violation of any of the provisions of section 24-17-201 or 24-17-202 shall be voidable at the instance of any party to the contract except the officer interested therein.

Home rule municipalities

HB 1057 and HB 1209 apply, by their terms, to all municipalities in the state of Colorado. However, a well-established rule of law is that statutory enactments by the Colorado General Assembly, while applying absolutely to all statutory cities and towns, apply to home rule municipalities only until those municipalities enact charter or ordinance provisions on the same subject.

Some home rule municipalities in Colorado have enacted codes of

Some home rule municipalities in Colorado have enacted codes of ethics which in some cases are more stringent than requirements set forth in HB 1209.

ethics which in some cases are more stringent than requirements set forth in HB 1209. Municipal officials in home rule municipalities are advised to consult with their municipal attorney to determine whether a local charter or ordinance provision establishes standards in addition to, different from, or more stringent than those discussed in this article.

None of the reported appellate decisions in Colorado concerning conflicts of interest have involved municipal officials. Elected and ap-

pointed officers and employees in Colorado's municipalities can be justifiably proud of this fact.

In the final analysis, the amount of time, attention, and energy spent evaluating the potential for a conflict and attempting to deal with it properly under the law *before* the issue is discussed or voted upon will *always* be substantially less than that required to attempt to comply with the law *after* the discussion has been held or the vote taken. □

Footnotes

¹ 79 Colo. 658, 247 P. 1056 (1926)

² *Id.*, 247 P. at 1057

³ *Id.*, 247 P. at 1058

⁴ 93 Colo. 182, 24 P.2d 759 (1933)

⁵ *Id.*, 24 P.2d at 760

⁶ *Id.*

⁷ 705 P.2d 1004 (Colo. App. 1985); cert. denied, 1985

⁸ 24-17-102(5), C.R.S.

⁹ 24-17-101, C.R.S.

¹⁰ 24-17-102(4), C.R.S.

¹¹ 24-17-104(1)(a), C.R.S.

¹² 24-17-104(1)(b), C.R.S.

¹³ 24-17-104(2), C.R.S.

¹⁴ 24-17-104(3), C.R.S.

¹⁵ 24-17-109(2)(a), C.R.S.

¹⁶ 24-17-109(2)(b), C.R.S.

¹⁷ 24-17-109(3)(a), C.R.S.

¹⁸ 24-17-109(3)(b), C.R.S.

¹⁹ 24-17-108(4), C.R.S.

²⁰ 24-17-104(1) and 24-17-109(1), C.R.S.

²¹ 24-17-105(1), C.R.S.

²² 24-17-105(2), C.R.S.

²³ 24-17-105(4), C.R.S.

²⁴ 24-17-105(3), C.R.S.

²⁵ 24-17-110, C.R.S.

²⁶ *Id.*

²⁷ 24-17-201(1), C.R.S.

²⁸ 24-17-201(1)(b), C.R.S.

²⁹ 18-8-301(3), C.R.S.

³⁰ *Delta Electric Const. Co. v. City of San Antonio*, 437 S.W.2d 602 (Tex. Civ. App. 1969); *Millbrae Assn. for Residential Survival v. City of Millbrae*, 69 Cal. Rptr. 251 (Cal. App. 1968); *Newton v. Demas*, 107 N.J. Super. 346, 258 A.3d 376 (1969); *Suttford Realty Corp. v. Board of Education*, 55 A.D. 2d 652, 390 N.Y.S. 2d 155 (1976).

³¹ *Anlieau, Municipal Corporation Law*, Sec. 4.04.

Checklist for ethical behavior

The law of conflicts for municipal officials in Colorado, never crystal clear, has been both improved and complicated by the General Assembly's adoption of HB 1057 and 1209. While not by any means an exhaustive list, the following checklist is at least a starting point for ensuring compliance with these two important new laws:

- A. Always disclose your interest at the earliest stage.
 1. Make oral disclosure to the governing body under 31-4-404(2).
 2. Safer: Make written disclosure under 18-8-308 as well.
- B. Don't vote (or take any other action).
- C. Don't influence others.
 1. Make sure disclosure *precedes* discussion on the matter.
 2. Leave the room.
 3. Don't participate in discussion (at the time of the vote or earlier).
- D. If you vote, do so *only* if:
 1. Participation is necessary to achieve a quorum or otherwise enable the body to act (31-4-404(2) and 24-17-109(3)(b)).
 2. Written disclosure is made prior to, not after, taking action:
 - a. To the governing body under section 31-4-404(3) and 24-17-201(1)(a)(V), with the information as described at 24-17-110.
 - b. To the Secretary of State under section 18-8-308(1) (72 hours before action) and 24-17-110.

ETHICS IN LAND USE LAW: CURRENT ISSUES

Rocky Mountain Land Use Institute Annual Conference

October 18, 2003

Gerald Dahl & Bart Johnson

A. **Bias, Prejudgment & Conflicts of Interest in Decision Makers.** The issues of bias, prejudgment and conflicts of interest can hardly be considered new in the arena of land use ethics, but they are also among the most hotly contested issues. This trend is likely to continue. It appears to arise from two related sources. First, the final decision makers in most land use cases are elected officials who also serve in a legislative and policy making capacity. Second, as growth management concerns continue to rise in the Rocky Mountain West, land use issues are becoming central to the political debate. Local elections often come down to "pro-business" candidates competing against "green" or "no growth" candidates.

1. **Threshold Issue:** Determine whether the action is quasi-judicial. This analysis varies from state to state. For example, some states treat all rezonings, even those that are site-specific, as a legislative action. Other states, such as Colorado, treat site-specific rezonings as quasi-judicial proceedings.
 - (a) Subdivision.
 - (b) Rezoning. *Snyder v. Lakewood*, 542 P.2d 371 (Colo. 1975)
 - (c) Historic preservation district permit.
 - (d) Special use review. *Norby v. City of Boulder*, 195 Colo. 231, 577 P.2d 277 (1978).
 - (e) Building code variance. *Van Huysen v. Board of Adjustment*, 38 Colo. App. 9, 550 P.2d 874 (1976).
 - (f) Sign code variance. *Moschetti v. Board of Zoning Adjustment*, 40 Colo. App. 156, 574 P.2d 874 (1977).
2. **Statutory Conflicts for Local Governmental Officials.** Most states have a statutory code of ethics for government officials. The Colorado Code of Ethics is fairly typical:
 - (a) **CRS 24-18-109(2) (Financial Interests).** A local government official or employee shall not:

- (i) engage in a substantial financial transaction for his or her private business purposes with a person whom he or she inspects or supervises in the course of his public duties; or
 - (ii) perform an official act directly and substantially affecting a business to its economic benefit in which he or she has a substantial financial interest or is engaged as counsel, consultant, representative agent.
- (b) CRS 24-18-104 (Accepting Gifts). A local government official or employee may not accept a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value:
- (i) Which would tend improperly to influence a reasonable person in his position to depart from the faithful and impartial discharge of his public duties; or
 - (ii) Which he knows or a reasonable person in his position should know under the circumstances is primarily for the purpose of rewarding him for official action he has taken.

EXCEPTIONS: Campaign contributions; occasional non-pecuniary gifts of insignificant value; payment or reimbursement for travel expenses for attendance at a convention in which the official is participating; items of perishable or nonpermanent value, including meals, lodging, travel expenses, or tickets to sporting, recreational or cultural events; etc.

- (c) CRS 24-18-109(3) (Personal & Private Interests). A member of the governing body of a local government who has a personal or private interest in any matter proposed or pending before the governing body shall disclose such interest to the governing body and shall not vote thereon and shall refrain from attempting to influence the decisions of the other members.

3. Constitutional Grounds - Due Process: The analysis may not end with statutory ethical codes.

- (a) Under the Due Process Clause of the U.S. Constitution, a person with a legitimate property interest at stake in a quasi-judicial proceeding is entitled to an impartial and disinterested decision maker.
- (b) This requirement has been held to apply in the quasi-judicial context.
- (c) Generally, there is a presumption of honesty, integrity and impartiality on the part of decision makers. *Soon Yee Scott v. City of Englewood*, 672 P.2d 225 (Colo. App. 1983); *Hadley v. Moffat County School District RE-1*, 681 P.2d

938 (Colo. 1984). This presumption can be overcome by evidence of actual bias or a conflict of interest which creates an sufficiently serious appearance of impropriety. E.g., *Stivens v. Pierce*, 71 F.3d 732 (9th Cir. 1995).

4. What is meant by a "personal or private interest"?

Examples:

- (a) Zoning matter in which the Board member is or represents the applicant, and attempts to represent himself at the hearing.
- (b) Board member owns or has an interest in the business which is before the public body.
- (c) Board member has financial dealings with the business which is in front of the public body.
- (d) Board member has a financial interest in a business which is a competitor to the business in front of the public body.
- (e) Board member is a creditor of the business which is asking for action from the public body.

NOTE: Each of the above examples involves a financial interest on the part of the decision maker in the outcome of the decision. These are usually the easy cases. More difficult cases arise when the decision maker has an alleged personal or private interest in the outcome of the decision that is not financial in nature. For example, in the instance where a decision maker is an unpaid member of the board of trustees of a museum that is seeking a variance to expand its building, the decision maker may have a strong private interest in the outcome, even though he or she has no financial stake in the outcome.

5. Safe Harbors: What is not a "personal or private interest?" The following is a list of circumstances in which no impermissible personal or private interest is present. However, keep in mind that in these "non-financial" cases, the case law tends to be inconsistent from state to state.

- (a) Voting on tax proposals.
- (b) Voting on general regulations (example: leash law, zoning code, building code), which affect all citizens.
- (c) Parking variance for church of which the decision maker is a member.

- (d) Board member is related by blood or marriage to applicant, but has no financial connection or potential of experiencing financial gain or loss.
- (e) Board member is next door neighbor of applicant.
- (f) Board member and applicant are friends, go to the same church, are members of the same club, play golf together, like each other or hate each other.

NOTE: The above-described fact patterns all lack potential of personal financial gain or loss.

6. Bias and Prejudgment. Bias and prejudgment claims are common. They generally arise in two circumstances. First, one or more of the decision makers participates in some manner, either formally or informally, in what is perceived as a prior decision on the same case. Second, decision makers are sometimes accused of impermissible bias or prejudgment when they take a public position on a general policy question that subsequently becomes an issue in a specific quasi-judicial proceeding.

- (a) Participating in prior decision-making regarding the matter.
 - (i) Sitting on the planning commission: neither authorized nor prohibited by statute in Colorado: CRS 30-28-103.
 - (ii) County commissioners appointing themselves to the board of adjustment upheld: *Fedder v. McCurdy*, 768 P.2d 711 (Colo. App. 1989) (court was not troubled by the concept of incompatible offices).
 - (iii) *Wood Bros. Homes, Inc. v. City of Fort Collins*, 670 P.2d 9 (Colo. App. 1983) (judge who was a member of the city planning and zoning commission when one of the plats in dispute at trial was considered and reviewed by the commission should have disqualified himself).
 - (iv) *Johnson v. City Council*, 42 Colo. App. 188, 595 P.2d 701 (1979) (no violation of due process existed where two council members received evidence at an informal hearing and expressed opinions prior to participating in the formal hearing; a so upholds the dual role of the City attorney as advocate for the City manager's decision and as advisor to the Mayor on procedural matters, where attorney did not participate or advise on substantive decision).
 - (v) *Tepley v. Public Employees Retirement Association*, 955 P.2d 573 (Colo. App. 1997), cert. denied (1998). "While a strong conviction or crystallized point of view on questions of law and policy is not grounds for disqualification, it is error for an administrative decision maker to prejudge matters of evidentiary fact that are dispositive of

the case.... To the extent the Board's final decision was a review by the same members of the Board who had initially denied Tepley's application, the Board improperly prejudged at least some of the evidence upon which Tepley relied. Further, if three panel members participated in the initial Board decision to deny benefits to Tepley, they also improperly prejudged matters of evidentiary fact."

- (vi) *Booth v. Trustees of the Town of Silver Plume*, 28 Colo. App. 470, 474 P.2d 227 (1970) (fact that committee of town trustees investigated application for liquor license prior to hearing and recommended against issuance of license, with other facts, denied applicant a fair and impartial hearing).
- (vii) Compare, *Johnson v. City Council of the City of Glendale*, 595 P.2d 701 (Colo. App. 1979), a personnel case in which some council members received evidence at a prior "informal hearing," and then made a final decision after a subsequent formal hearing before the entire city council. "The mere fact that a Council member has learned facts or expressed an opinion is not sufficient in itself to demonstrate that a hearing is unfair."

(b) Taking a previous policy position.

- (i) Generally, it is not improper for a government official (especially an elected official who also acts in a legislative capacity) to take a position on a policy question and then later participate in a quasi-judicial decision in which that policy question becomes an issue. This only becomes a problem when the official actually prejudices the particular factual issues that arise in the quasi-judicial proceeding. See Tepley, *supra*.
- (ii) "A decision maker is not disqualified on due process grounds simply for having taken a position, even in public, on a policy issue related to the dispute, if there is no showing that the decision maker is incapable of judging the particular controversy fairly on, 4 the basis of its own circumstances." *Mountain States Telephone and Telegraph Co. v. Public Utilities Commission*, 763 P.2d 1020 (Colo. 1988).

7. Consequences of just one member failing to properly address bias, prejudgment or conflict of interest is invalidation of the action of the entire body. *Booth v. Trustees of the Town of Silver Plume*, *supra*.

B. Ex Parte Contacts.

1. **Defined:** contacts between the applicant, proponents or opponents and the members of the decision making body outside of publicly scheduled hearings and meetings on the application.
2. **Legislative or Quasi-Judicial?** As a threshold matter, it is important to first determine whether the proceeding is legislative or quasi-judicial. It is not improper to "lobby" decision makers as they prepare to take action on a piece of legislation. However, the same type of lobbying effort becomes an impermissible *ex parte* contact if the action is quasi-judicial.
3. Why should these contacts be avoided?
 - (a) The consequence of engaging in such contacts can be as severe as invalidating the action of the body.
 - (b) For attorneys, engaging in an *ex parte* communication with any "official" is a violation of Rule 3.5(b) of the Model Rules of Professional Conduct.
4. The prohibition extends to written materials as well: Any materials received by board members outside of the hearing room (e.g., letters) should be copied and shared with everyone at the time of hearing.
5. Can *ex parte* contact problems be cured by disclosure? Yes, if you trust a NSFOP decision of the Colorado Court of Appeals. *Neighbors for Community v. City of Boulder*, (Colo. App. 1995):

Here, ADG representatives took several planning board members on private tours of the property prior to the public hearing. However, at the start of the hearing, the members were asked to disclose the nature and content of any communications with or information received from ADG or any other sources outside the hearing. Plaintiffs then had an opportunity to cross-examine and respond on the record... .

In adjudicatory proceedings, an agency may not base its decision on *ex parte* information of which the parties are not notified and provided an opportunity to cross-examine or rebut. However, if the administrative process places on the public record all the evidence and information presented by parties interested in the issue and allows all parties an opportunity to consider and rebut any information received outside the public hearing, no grounds exist to overturn an agency's decision on the basis of such *ex parte* contacts. See *Colorado Energy Advocacy Office v. Public Service Co.*, 704 P.2d 298 (Colo. 1985).

Here, the planning board members disclosed the nature and content of the *ex parte* contacts with ADG and its representatives. Plaintiffs were permitted to ask them questions and to present

evidence for the record. Plaintiffs introduced no evidence to demonstrate that any board member had been impermissibly influenced or that any impropriety resulted from the *ex parte* contacts. Accordingly, the district court correctly determined that these contacts did not prevent plaintiffs from receiving a fair and impartial hearing.

6. Avoiding *Ex Parte* Contacts In Site Visits.

- (a) The Objective: To obtain the value of a site visit, which enables the decision-making body to get a physical sense of the property involved in the application, without running the risk of the body having impermissible *ex parte* contact with the applicant or members of the public.
- (b) Independent, Informal Visits. If the site visit does not need to take place in an organized fashion, and if access to the property is not an issue (for example, the property is a single lot on a public street and can be observed from the public street or otherwise easily accessed, without the necessity of having a applicant representative present to unlock gates, etc.), the members of the body can individually visit the site on their own at any time prior to the public meeting or hearing. This is an easy way to avoid *ex parte* contacts.
- (c) Formal, Group Visits. If a formal, group visit by the entire decision making body is necessary or preferable (e.g., because of accessibility issues or the need for some explanation of what is proposed and where), then the following guidelines should be followed:
 - (i) Ideally, prior to the day of the site visit, staff will have been able to visit the site with the applicant to learn about the layout, etc., such that the staff can adequately brief the body without the necessity of the applicant directly addressing the decision makers. It is permissible to allow the applicant to stake building locations etc., on the site prior to the visit such that it is easier for the members of the body to understand what the development involves.
 - (ii) Site visits are open meetings under Section 24-6-402(2)(b), C.R.S., if a quorum or three members, whichever is less, of the body is in attendance. This will require advance public notice of the meeting and arguably require the landowner to provide equal access to opponents of the project who desire to attend the meeting. If the site visit is conducted as a public meeting that is part of the public hearing process on the application and for which proper public notice is given, then theoretically it would be possible for the decision makers to hear testimony from proponents and opponents of the project. However, this is not advisable or practical because there will probably be no way to make an adequate record of the testimony. In addition,

it would be difficult to control or conduct the testimony in a way that would allow all present to hear the testimony. For this reason, it should be made clear that no testimony may be given or accepted during the site visit.

- (iii) When a group site visit is needed, either because of the complexity of the development or the inaccessibility of the site, the decision-making body should be assembled on the site at the beginning of the visit and a staff person or the chair of the body should lay out the ground rules:
 - (1) This site visit is only for the purpose of acquainting the members of the body with the physical layout of the site itself.
 - (2) No testimony will be taken from the applicant or its representative or any member of the public who should happen to be in attendance.
 - (3) The decision makers should reserve any deliberation or discussion among themselves on the merits for the regular public meeting or hearing on the matter.
 - (4) The body should avoid permitting the applicant or members of the public to answer "simple informational questions" such as where property boundaries lie, etc. The next step after answering such a question is for the applicant to add his or her opinion. Instead, questions should be directed to the staff. Also, the decision makers should not ask the staff to "ask the applicant the following question." The case law establishes that the public body may not use the staff as a "human telephone" to conduct what would otherwise be an *ex parte* contact with the applicant or members of the public.

7. Pre-Application Communications: Is contact with a decision maker permissible before the application process commences?

- (a) Arguably, prior to the time that a land use application has been filed, there is no ongoing "quasi judicial" proceeding. It follows, arguably, that a potential applicant can meet with officials prior to submitting the application to solicit feedback on how the application may be received and ways in which it could be improved. This can be a controversial matter.
- (b) Factors for applicants and decision makers to consider prior to making pre-application contact:

- (i) Probably should consult the city or county attorney in advance to get clearance.
- (ii) How far in advance of submittal will the meeting occur? There is a big difference between advocating in favor of a completed application the day before it is submitted and seeking general policy guidance for an application that will not be submitted for 6 months.
- (iii) How much project-specific detail will be discussed? Is the decision maker being asked to essentially help design the project?

8. Ex Parte Communications in Mixed Cases Involving both Quasi-Judicial and Legislative Components. Some land use actions have legislative and quasi-judicial components. Potential examples include:

- (a) Annexations. In some jurisdictions (including Colorado), the act of annexing property is considered a legislative act, while, at the same time, the processes of rezoning and subdividing the property being annexed are considered a quasi-judicial actions. All three of these actions usually take place concurrently and the decision makers' consideration of the various elements are often conflated into a single process. Under this circumstance, it is very difficult to determine how to apply the rules governing *ex parte* communications.
- (b) Site specific applications accompanied by requested text amendments. Sometimes applicants for site specific approvals (e.g., a rezoning) also seek textual amendments to the land use code that must be considered legislative because they will affect all landowners. The textual amendments may be critical to the project - if they are not approved, the project probably is not feasible.
- (c) Questions: How should these mixed situations be handled? Is it feasible to view the process as involving two separate types of issues - one type in which *ex parte* communications are permitted and another in which they are not? Under the theory that an annexation is predominantly legislative in nature, should *ex parte* communications be permitted with respect to all aspects of the process?

C. Procedural Due Process: Do neighbors really have any right to complain about conflicts of interest, bias, prejudice and *ex parte* communications?

- 1. Background. The rules governing conflicts of interest, bias, prejudice and *ex parte* communications have their source in the Due Process Clause of the U.S.

Constitution. Under the principle of Procedural Due Process, no person may be deprived of a property interest without due process of law, which generally requires notice of the deprivation and a fair opportunity to be heard. To have a Procedural Due Process claim, a claimant must have a recognized property interest, which may be tangible physical property or a legitimate claim of entitlement to a governmental benefit.

2. Neighbors in Zoning Cases. Because neighboring landowners in land use proceedings are typically entitled, under local law, to notice of the public hearing and are allowed to participate in the public hearing, many people automatically jump to the conclusion that the neighbors have a right that is protected by the Due Process Clause. When a circumstance arises calling into question whether the hearing was conducted fairly (e.g., an alleged conflict of interest or *ex parte* communication), any neighbors who feel slighted quickly start talking about a deprivation of their rights to Procedural Due Process. Because of the damages awards and attorneys' fees available under federal civil rights statutes (42 USC 1983 & 1988), such claims can have serious implications.

3. The Law. The U.S. Supreme Court as well as many other courts have repeatedly held that a right to notice and opportunity to be heard under local law, of itself, does not create a substantive property right that is protected by the principle of Procedural Due Process. *Cleveland Bd. of Educ. v. Loudermill*, 470 U.S. 532 (1985). Just because a local government has chosen to give someone a right to be heard on a given issue does not necessarily mean that constitutional rights are at stake.

4. The Colorado Supreme Court recently recognized this rule in *Hillside Community Church v. Olson*, 58 P.3d 1021 (Colo. 2002). In that case, the City of Golden effectively granted a church a special use permit without providing notice to neighbors or conducting a public hearing as required by the Golden Land Use Code. The neighbors sued, claiming under 42 U.S.C. 1983 that they had been deprived of their right to a public hearing in violation the Due Process Clause. The trial found for the neighbors and awarded them attorneys fees under 42 U.S.C. 1988. The Colorado Supreme Court reversed, holding that the neighbors' right to a public hearing under the Golden Land Use Code did not create a property right protected by the U.S. Constitution.

5. Question: Without a claim for denial of Procedural Due Process, what avenue of relief do neighbors have for alleged conflicts of interest and *ex parte* communications? Have any of their rights really been violated?

6. Most likely answer: Though neighbors may not have a constitutional right to a fair hearing, they probably have such a right under the local jurisdiction's land use code. Most all quasi-judicial land use procedures require that neighbors be given notice of the hearing and an opportunity to be heard. If a public hearing is required under local law (even though it may not be required under the U.S. Constitution), it necessarily follows that the hearing must be conducted fairly by an impartial and unbiased decision maker. This is true not because of the Due Process Clause but

simply because a hearing that is not conducted fairly is tantamount to no hearing and all. If a governing body conducts a hearing, but does not do it fairly, then it has abused its discretion by not following the requirements of its own laws. Therefore, the remedy is found in state law and whatever procedures are available for challenging a quasi-judicial decision on the grounds that it was not conducted in accordance with the requirements of applicable law. In Colorado, this means CRCP 106(a)(4) (certiorari review of quasi-judicial decisions) and in certain limited cases CRCP 106(a)(2) (mandamus) and CRCP 56 (declaratory judgment).

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April 12, 2016

Town of Eagle
Jenny Rakow
P.O. Box 609
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Dear Jenny,

Thank you for your very generous grant of \$1,000 made on April 5, 2016 to support science and sustainability education! Your support will allow us to provide valuable educational programs during the academic year and science camps during the summer months for youth in Eagle. We could not provide these life changing programs without your continued support.

Our cornerstone education programs continue to diversify and grow, most recently through a new partnership with the Eagle County School District. Our staff served 3,500 students in the 2014/15 school year – a 15% increase over the previous school year. With your support, we will continue expanding our educational programs until all Eagle County students are able to participate in at least one Walking Mountains field trip each year.

Adult and family programs continue to grow, as well, with hiking club programs, contract programming, and additional family offerings at the Center and throughout the valley. The Energy Programs department was recently gifted a grant to offer home energy assessments and make energy efficient changes, free of cost, for low income families in the county. This grant has already significantly improved the living conditions for several families who would have otherwise had a difficult time heating their homes this winter.

Our vision of connecting both Colorado visitors and residents to the natural world and sustainability practices is now a reality because of you. Please accept our sincere thanks.

With warm regards,

Markian Feduschak
President

Gina Van Hekken
Grants Program Manager

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