



Town Council
Tuesday, October 12, 2021
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

*This agenda and the meetings can be viewed at www.Townofeagle.org.
Times listed are approximate and are subject to change.*

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This will be an in-person meeting with access for the public to attend in person or via the Zoom link below.

[ACCESS THE ONLINE MEETING HERE](#)

Please note: All participants are automatically muted. In order to be called upon and unmuted, you will need to use the "raise hand."

When it's your turn to speak, the moderator will unmute your line and you will have three (3) minutes for public comment.

PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on this agenda can be submitted to Jenny Rakow, Town Clerk, and will be included as part of the record.

For technical difficulties, please email nikki.davis@townofeagle.org and we will do our best to assist you.

CALL TO ORDER - 6:00 PM

ROLL CALL

ADOPTION OF AGENDA *Opportunity for amendment or deletions to the agenda.*

PUBLIC COMMENT *Citizens are invited to comment on any item, not on the Agenda subject to a public hearing. Please limit your comments to three (3) minutes per person per topic unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to state their name and address for the record.*

PRESENTATIONS *Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes if prior arrangements are made with the Town Clerk.*

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

1. Minutes - September 28, 2021
2. Bill Pay - September 2021
3. Resolution No. 68, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Memorandum of Understanding with the Colorado Energy Office to Provide Contract Services for its Energy Performance Contracting Program"

4. Resolution No. 71, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado, Accepting the Resignation of Scott Turnipseed and Appointing Ellen Bodenhemier to Serve as Town Representative on the ECO Transit Advisory Board"

STAFF REPORTS *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
2. Department Update

BUSINESS ITEMS *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. PUBLIC HEARING: PUDA21-02 Haymeadow PUD Amendment
 - a. Ordinance No. 13, Series 2021, "An Ordinance of the Town Council of the Town of Eagle, Colorado Approving a Major PUD Amendment to Swap Approximately 6.5 Acres of the Recreational Land Portion of Tract E for Multi-Family Development and to Dedicate an 8 Acre Parcel for Future Recreational Uses for the Haymeadow PUD"
2. Resolution No. 69, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Town of Eagle Code of Conduct and Ethics Approving the Colorado Opioids Settlement Memorandum of Understanding and the Associated Colorado Subdivision Escrow Agreement and Subdivision Participation Forms"
3. 2022 Proposed Budget Presentation

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Council Committee Updates
2. Future Agenda Items

EXECUTIVE SESSION

1. Executive Session pursuant to C.R.S. § 24-6-402(4)(f) – Personnel Matters, regarding performance review of the Town Manager and request to adjourn the regular meeting at its conclusion.

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

PUBLIC WIFI - TOEG – townofeagle2019

Eagle.

Council comments: stated the Town is currently working on the 2022 budget and will keep this under consideration.

CONSENT AGENDA

MOTION: Councilmember Janet Bartnik motioned to approve the consent agenda. The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenhemier, Gaboury, Bartnik, and Grimmer) and 0 opposed.

1. Minutes - September 14, 2021
2. Resolution 67, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Development Agreement for 761 Sylvan Lake Road (Talon Flats)"
3. CU Outdoor Recreation Economy District Research and Strategy Professional Services Agreement (PSA) Revision

STAFF REPORTS

1. Town Manager Update
Brandy Reitter requested council direction on the Town Manager performance review schedule.

Council comments: discussed timeline in place and how it relates to the November election. Supported doing a 360 review with department heads. Confirmed the review schedule will be in February 2022.

Council comments: feedback for town engineer to check on trench work being performed by Comcast. Thanked staff for communication on the bike races this past weekend.

BUSINESS ITEMS

1. Colorado's Energy Savings Performance Contracting Program and Yearout Energy Proposal
Paul Engle presented the program to the council.

Council comments: council agreed that the program looked good. Discussed projected payback timeframe, Paul provided savings would be realized between 12 and 20 years. The next steps would be for the council to approve the MOU with the Colorado Energy Office and IGA with Yearout Energy at the October 12 meeting. Grant work will begin after these items are approved.

2. Ordinance No. 12, Series 2021, "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Chapter 5.10 of the Eagle Municipal Code Authorizing Festival Permits, Allowing Administrative Approval of Festival Permits, and Authorizing Communal Outdoor Dining Areas"

Council comments: inquiry on how to address security concerns with festivals. Staff provided that the applications would be reviewed under the current event policy and would be addressed prior to approval.

MOTION: Councilmember Janet Bartnik motioned to approve Ordinance No. 12, Series 2021, "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Chapter 5.10 of the Eagle Municipal Code Authorizing Festival Permits, Allowing Administrative Approval of Festival Permits, and Authorizing Communal Outdoor Dining Areas". The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenhemier, Gaboury, Bartnik, and Grimmer) and 0 opposed.

3. Resolution No. 66, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Endorsing and Supporting the Mountain Recreation Metropolitan District Ballot Issue 6A: Funding for the All Access Rec Program and Other District Costs"

Councilmember Janet Bartnik recused herself from this discussion.

MOTION: Councilmember Geoffrey Grimmer motioned to approve Resolution No. 66, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Endorsing and Supporting the Mountain Recreation Metropolitan District Ballot Issue 6A: Funding for the All Access Rec Program and Other District Costs". The motion was seconded and passed with a vote of 5 in favor (Kerst, Turnipseed, Bodenheimier, Gaboury, and Grimmer), 1 recuse (Bartnik) and 0 opposed.

4. Downtown Development Authority Affidavit for Designation of Voting Representative

MOTION: Councilmember Janet Bartnik motioned to authorize Mayor Scott Turnipseed to complete the affidavit to receive a ballot for the DDA election and to serve as the designee. The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenheimier, Gaboury, Bartnik, and Grimmer) and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Future Agenda Items

Councilmember David Gaboury – asked the staff if the East Eagle Sub Area Plan would be presented prior to the November election. Chad Phillips stated that it is scheduled to be presented in October.

Mayor Scott Turnipseed requested staff to schedule a broadband open discussion on the current status.

Inquiry on the ADU proposed changes and when it would be ready for council approval. Chad Phillips stated this item is scheduled for a work session in November.

2. Council Committee Updates

Councilmember Janet Bartnik - Grand Avenue Corridor Plan will have an open house on October 7th at the Town Hall. They have released some new designs for public review. There is a work session planned for Grand Avenue in December.

Mayor Scott Turnipseed - Eagle Ranch Housing Corp met and discussed affordable housing and possible collaboration with the Town on funding.

3. Audit Status Discussion

4. Meeting Cancellations - November 23 and December 28

Council agreed to the proposed cancelation of these two meeting dates.

5. Council Members Endorsing Referendums as Individuals (Not as Council Members)

Council discussion: when a council member is asked to endorse referendums, they should refrain from endorsing without full council support. On other issues not directly related to the town, members should remove their title as a councilmember to ensure it is an individual endorsement and not on behalf of the council whenever possible. Further agreed that the more councilmembers can endorse by Resolution, the better.

MOTION: Councilmember Mikel Kerst motioned to adjourn. The motion was seconded and with a vote of 6 in favor (Kerst, Turnipseed, Bodenheimier, Gaboury, Bartnik, and Grimmer) and 0 opposed.

ADJOURN - 7:15 PM

Approved:

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk

**BILL SCHEDULE
SEPTEMBER 2021**

GENERAL FUND

Town Council

CEBT	Health & Insurance Benefits - EAP	\$ 18.00
Northwest Colo Council Of Gov.	Project THOR - Recurring for 6 months	965.12
Community Builders Inc	Professional Services	18,023.00
Executech Utah LLC	Computer Support	77.53
Love In Practice, LLC	Meeting Expense	250.00
Amazon	Tuition & Books	(13.98)
U-Line	Special Council Funding	727.39
Vail Valley Eagles Basketball Club	Community Requests	1,500.00
Total Town Council		\$ 21,547.06

General Government

CEBT	Health & Insurance Benefits	\$ 1,572.85
Rocky Mountain Reserve LLC	Health & Insurance Benefits	40.83
Standard Insurance Company	Disability Insurance	93.20
ICMA	Dues & Subscriptions	1,200.00
Northwest Colo Council Of Gov.	Project THOR - Recurring for 6 months	1,447.67
Verizon Wireless, Bellevue	Utility Services	50.62
Hoffman, Parker, Wilson & Carberry PC	Legal - General	3,284.50
Kissinger & Fellman, P.C.	Legal - General	274.50
Executech Utah LLC	Computer Support	116.29
Mammoth Networks	Computer Support	375.00
Total General Government		\$ 8,455.46

General Administration

Laisure, Donald	Utility Overpayment Refund	\$ 215.77
Oleson, Garrett & Stracka, Renee	Utility Overpayment Refund	18.62
Pfeiffer, John	Utility Overpayment Refund	532.96
Second And Broadway Ltd	Utility Overpayment Refund	478.74
Terrace Home Owners Association	Utility Overpayment Refund	557.22
Beveridge Real Estate	Facility Usage Deposit Refund	1,125.00
Bolton, Denise	Facility Usage Deposit Refund	650.00
Chavez-Hernandez, Cinthia	Facility Usage Deposit Refund	750.00
Diaz-Sanchez, Isabel	Facility Usage Deposit Refund	750.00
Filipowski, Jennifer	Facility Usage Deposit Refund	750.00
Keystone Policy Center	Facility Usage Deposit Refund	600.00
Lassa, Maggie	Facility Usage Deposit Refund	750.00
Life Line Screening Of American	Facility Usage Deposit Refund	685.00
Martinez, Neomi	Facility Usage Deposit Refund	750.00
Rivera, Katie	Facility Usage Deposit Refund	1,125.00
SK Shading Systems	Facility Usage Deposit Refund	750.00
Spoonhour, Sue	Facility Usage Deposit Refund	650.00
Thomson, Hope	Facility Usage Deposit Refund	750.00

General Administration (Cont.)

Venzor, Rosa	Facility Usage Deposit Refund	750.00
West, April	Facility Usage Deposit Refund	750.00
CEBT	Health & Insurance Benefits	5,567.01
Rocky Mountain Reserve LLC	Health & Insurance Benefits	109.67
Standard Insurance Company	Disability Insurance	159.38
Amazon	Office Supplies	(4.60)
Pitney Bowes	Office Supplies	113.03
Staples	Office Supplies	19.99
Amazon	Equipment (Non-Capital)	99.33
Insight Public Sector Inc.	Equipment (Non-Capital)	1,778.84
King Soopers Customer Charges	Employee Appreciation	23.95
Pitney Bowes	Communication & Transportation	98.24
Staples	Communication & Transportation	4.99
Colorado Mtn. News Media	Legal Notices	54.33
Mail Chimp	Dues & Subscriptions	77.99
Vimeo	Dues & Subscriptions	199.00
Century Link	Utility Services	1,090.91
Northwest Colo Council Of Gov.	Project THOR - Recurring for 6 months	3,532.32
Boulder Police	Recruitment	6.50
Chase Paymentech	C.C. Transaction Fees	30.56
Xpress Bill Pay	C.C. Transaction Fees	15.79
Employer's Council Services, Inc.	Professional Admin Services	95.00
Hoffman, Parker, Wilson & Carberry Pc	Legal	1,959.00
Executech Utah LLC	Computer Support	361.26
Go Daddy	Computer Support	42.34
Sprout Social	Computer Support	279.00
TEC Integration, Inc.	Computer Support	100.00
Keystone Reservations	Travel	286.58
Grand Ave Grill	Meeting Expense	140.00
Red Canyon Cafe	Meeting Expense	96.04
Stout House	Meeting Expense	123.96
US Bank Equipment Finance	Contract Payments	417.92
Cirsa	Insurance - Pavilion	3,320.36
Total General Administration		\$ 33,587.00

Community Development

CEBT	Health & Insurance Benefits	\$ 6,840.68
Rocky Mountain Reserve LLC	Health & Insurance Benefits	176.36
Standard Insurance Company	Disability Insurance	232.57
Signature Signs Inc	Office Supplies	178.00
Fleet Services	Gas & Oil	113.86
Colorado Mtn. News Media	Legal Notices	57.47
APA Colorado	Dues & Subscriptions	150.00
Colorado Chapter ICC	Dues & Subscriptions	61.80
Century Link	Utility Services	182.14
Northwest Colo Council Of Gov.	Project THOR - Recurring for 6 months	5,790.69

Community Development (Cont.)

Verizon Wireless, Bellevue	Utility Services	182.46
Eagle County Government	Professional Services	90.00
McCool Development Solutions, LLC	Professional Services	46.00
Zehren And Associates, Inc	Professional Services	544.00
Hoffman, Parker, Wilson & Carberry PC	Planning Reimbursable	875.00
Mott Macdonald	Planning Reimbursable	2,080.00
Hoffman, Parker, Wilson & Carberry Pc	Legal	273.00
Executech Utah LLC	Computer Support	542.67
Keystone Reservations	Travel Expense	150.00
Brush Creek Saloon	Meeting Expense	58.00
Grand Ave Grill	Meeting Expense	84.84
King Soopers Customer Charges	Meeting Expense	66.49
Red Canyon Cafe	Meeting Expense	71.00
APA Colorado	Tuition & Books	1,024.11
US Bank Equipment Finance	Contract Payments	417.91
Total Community Development		\$ 20,289.05

Municipal Court

CEBT	Health & Insurance Benefits	\$ 233.18
Rocky Mountain Reserve LLC	Health & Insurance Benefits	4.09
Standard Insurance Company	Disability Insurance	6.11
Northwest Colo Council Of Gov.	Project THOR - Recurring for 6 months	627.33
Carlson, Edwards & O'Connor P.C.	Legal	1,500.00
Executech Utah LLC	Computer Support	85.28
Davis, Rianne	Travel Expense	146.72
CAMCA	Tuition & Books	42.00
Eagle County Sheriff's Office	Witness & Jury Fees	26.08
Ace Security And Safety Services LLC	Contract Payments	96.00
High Country Copiers	Contract Payments	35.03
Johnson, Erik A.	Contract Payments	750.00
Total Municipal Court		\$ 3,551.82

Streets

CEBT	Health & Insurance Benefits	\$ 6,957.41
Rocky Mountain Reserve LLC	Health & Insurance Benefits	160.60
Standard Insurance Company	Disability Insurance	156.90
Amazon	Office Supplies	10.05
Cintas Corporation	Office Supplies	43.24
King Soopers Customer Charges	Office Supplies	17.44
Quill Corporation	Office Supplies	72.57
Jb T-Shirts Silkscreen & Embroidery	Uniforms	330.00
Alpine Lumber Co.	Repair & Maintenance Supplies	13.64
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	95.89
Home Depot Credit Services	Repair & Maintenance Supplies	58.32
Mid-American Research Chemical	Repair & Maintenance Supplies	579.75
Signature Signs Inc	Repair & Maintenance Supplies	328.50

Streets (Cont.)

USA Blue Book	Repair & Maintenance Supplies	237.00
Wagner Equipment Co	Repair & Maintenance Supplies	5,130.80
Wear Parts & Equip Co, Inc	Repair & Maintenance Supplies	781.00
Wylaco Supply Co	Repair & Maintenance Supplies	160.03
Eagle Sinclair	Gas & Oil	82.63
Fleet Services	Gas & Oil	957.71
USA Blue Book	Communication & Transportation	81.78
Century Link	Utility Services	825.25
Holy Cross Energy	Utility Services	2,210.34
Northwest Colo Council Of Gov.	Project THOR - Recurring for 6 months	6,369.76
Colorado Mtn. News Media	Recruitment	64.18
Mountain Careers	Recruitment	37.10
Safety-Kleen Systems, Inc.	Repair & Maintenance Services	426.00
Signature Signs Inc	Repair & Maintenance Services	106.25
Utility Notification Center Of Colorado	Repair & Maintenance Services	71.72
Verizon Wireless, Bellevue	Repair & Maintenance Services	134.10
Executech Utah LLC	Computer Support	364.36
Caterpillar Financial Services	Winter Snow Equipment Rental	29,356.89
Eagle Valley Medical Center	CDL Testing	140.00
Total Streets		\$ 56,361.21

Public Safety

CEBT	Health & Insurance Benefits	\$ 18,679.60
Rocky Mountain Reserve LLC	Health & Insurance Benefits	339.44
Standard Insurance Company	Disability Insurance	597.99
Amazon	Office Supplies	26.98
Sandy's Office Supply	Office Supplies	53.90
Amazon	Operating Supplies	233.98
King Soopers Customer Charges	Operating Supplies	81.32
Progressive Microtech	Operating Supplies	154.00
U.S. Armor Corporation	Operating Supplies	129.00
Webstaurant Store	Operating Supplies	190.00
Alpine Collision Inc.	Vehicle Repair & Maintenance Supplies	1,368.50
Auto Zone, Inc	Vehicle Repair & Maintenance Supplies	230.98
Two Valley Tire LLC	Vehicle Repair & Mtn Supplies	1,211.76
Fleet Services	Gas & Oil	2,867.39
Amazon	Equipment (Non-Capital)	(74.99)
Progressive Microtech	Communication & Transportation	43.86
U.S. Armor Corporation	Communication & Transportation	19.05
USPS	Communication & Transportation	22.50
Webstaurant Store	Communication & Transportation	18.30
AT&T Mobility	Utility Services	617.34
Century Link	Utility Services	665.22
Northwest Colo Council Of Gov.	Project THOR - Recurring for 6 months	11,774.41
Colorado Mtn. News Media	Recruitment	22.93
Doctors On Call	Recruitment	120.00

Public Safety (Cont.)

Mountain Careers	Recruitment	13.25
Psychological Dimensions, PC	Recruitment	350.00
Hoffman, Parker, Wilson & Carberry Pc	Legal	1,658.91
Alpine Collision Inc.	Repair & Maintenance Services	1,398.60
White Water Express Carwash	Repair & Maintenance Services	105.95
Executech Utah LLC	Computer Support	19.38
Casa Mexico	Meeting Expense	83.54
Calibre Press	Tuition & Books	359.00
Dolan Consulting Group LLC	Tuition & Books	290.00
John E Reid And Associates, Inc.	Tuition & Books	600.00
Eagle County Animal Control	Animal Control	5,112.00
High Country Copiers	Contract Payments	71.09
Xerox Financial Services LLC	Contract Payments	190.53
Cirsa	Insurance	4,300.99
Total Public Safety		\$ 53,946.70

Buildings & Grounds

CEBT	Health & Insurance Benefits - EAP	\$ 4,831.19
Rocky Mountain Reserve LLC	Health & Insurance Benefits	89.82
Standard Insurance Company	Disability Insurance	110.87
Amazon	Office Supplies	10.05
Cintas Corporation	Office Supplies	43.24
Home Depot Pro	Office Supplies	247.78
King Soopers Customer Charges	Office Supplies	17.43
Quill Corporation	Office Supplies	72.57
Jb T-Shirts Silkscreen & Embroidery	Uniforms	126.00
Alpine Lumber Co.	Repair & Maintenance Supplies	5.99
Display Sales	Repair & Maintenance Supplies	27.00
G & S Tool Clinic, LLC	Repair & Maintenance Supplies	124.22
G H Daniels III & Associates	Repair & Maintenance Supplies	46.00
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	78.62
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	112.26
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	266.91
Paint Bucket	Repair & Maintenance Supplies	58.54
Pet Pick-Ups	Repair & Maintenance Supplies	720.00
State Industrial Products	Repair & Maintenance Supplies	319.00
Fleet Services	Gas & Oil	997.49
Glenwood Springs Auto Parts Inc	Gas & Oil	259.53
Home Depot Pro	Janitorial Supplies	370.27
Pet Pick-Ups	Communication & Transportation	88.26
State Industrial Products	Communication & Transportation	26.61
Black Hills Energy	Utility Services	525.96
Century Link	Utility Services	132.16
Holy Cross Energy	Utility Services	2,256.90
Northwest Colo Council Of Gov.	Project THOR - Recurring for 6 months	3,570.93
Verizon Wireless, Bellevue	Utility Services	192.36

Buildings & Grounds (Cont.)

Colorado Mtn. News Media	Recruitment	36.67
Mountain Careers	Recruitment	21.20
G H Daniels III & Associates	Repair & Maintenance Services	298.00
Mountain Pest Control, Inc.	Repair & Maintenance Services	80.00
Sno-White Linen Rental	Repair & Maintenance Services	239.52
Sonshine Window Cleaning	Repair & Maintenance Services	1,600.00
Executech Utah LLC	Computer Support	290.71
Total Buildings & Grounds		\$ 18,294.06

Information Center

CEBT	Health & Insurance Benefits - EAP	\$ 6.00
Century Link	Utility Services	218.06
Executech Utah LLC	Computer Support	77.53
Total Information Center		\$ 301.59

Marketing & Events

CEBT	Health Insurance	\$ 2,047.37
Rocky Mountain Reserve LLC	Health & Insurance Benefits	31.31
Standard Insurance Company	Disability Insurance	51.21
Costco	Office Supplies	32.19
Spotify	Dues & Subscriptions	10.88
Northwest Colo Council Of Gov.	Project THOR - Recurring for 6 months	1,109.88
Verizon Wireless, Bellevue	Utilities	51.34
Executech Utah LLC	Computer Support	89.15
Google Play	Computer Support	1.99
City Market	Meeting Expense	35.89
Frost Creek	Meeting Expense	307.20
Red Canyon Cafe	Meeting Expense	41.36
Blizzard Press	Marketing - Website	300.00
Cadavid, Mauricio	Event Production	100.00
City Market	Event Production	5.98
Subway	Event Production	90.00
Total Marketing & Events		\$ 4,305.75

Engineering

CEBT	Health & Insurance Benefits	\$ 2,577.51
Rocky Mountain Reserve LLC	Health & Insurance Benefits	41.74
Standard Insurance Company	Disability Insurance	75.20
Amazon	Office Supplies	10.05
Cintas Corporation	Office Supplies	43.24
King Soopers Customer Charges	Office Supplies	17.43
Quill Corporation	Office Supplies	293.22
Jb T-Shirts Silkscreen & Embroidery	Uniforms	42.00
Fleet Services	Gas & Oil	95.07
Northwest Colo Council Of Gov.	Project THOR - Recurring for 6 months	1,479.84
Verizon Wireless, Bellevue	Utility Services	163.38

Engineering (Cont.)

Colorado Mtn. News Media	Recruitment	55.02
Mountain Careers	Recruitment	31.80
Executech Utah LLC	Computer Support	93.03
Total Engineering		\$ 5,018.53

Total GENERAL FUND **\$ 225,658.23**

CAPITAL IMPROVEMENTS FUND

Uptown Services LLC	Project THOR	\$ 5,000.00
Total CAPITAL IMPROVEMENTS FUND		\$ 5,000.00

WASTE WATER FUND

CEBT	Health & Insurance Benefits	\$ 6,570.56
Rocky Mountain Reserve LLC	Health & Insurance Benefits	105.66
Standard Insurance Company	Disability Insurance	183.92
Jb T-Shirts Silkscreen & Embroidery	Uniforms	28.00
Air Filter Solutions Inc.	Repair & Maintenance Supplies	685.08
Alpine Lumber Co.	Repair & Maintenance Supplies	11.29
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	81.77
King Soopers Customer Charges	Repair & Maintenance Supplies	57.86
Neptune Benson Inc	Repair & Maintenance Supplies	1,541.36
Fleet Services	Gas & Oil	339.51
Amazon	Equipment (Non-Capital)	10.32
Insight Public Sector Inc.	Equipment (Non-Capital)	184.81
Air Filter Solutions Inc.	Communication & Transportation	196.72
Neptune Benson Inc	Communication & Transportation	44.66
Nextrust Inc	Utility Bill Mailing	334.30
Black Hills Energy	Utility Services	200.89
Century Link	Utility Services	1,736.02
Holy Cross Energy	Utility Services	10,136.20
Northwest Colo Council Of Gov.	Project THOR - Recurring for 6 months	3,998.80
Verizon Wireless, Bellevue	Utility Services	191.06
Colorado Mtn. News Media	Recruitment	45.85
Mountain Careers	Recruitment	26.50
Chase Paymentech	C.C. Transaction Fees	788.13
Xpress Bill Pay	C.C. Transaction Fees	276.25
Denali Water Solutions LLC	Sludge Disposal	3,262.33
Neptune Benson Inc	Repair & Maintenance Services	707.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	71.72
Executech Utah LLC	Computer Support	392.27
Eagle River Water & Sanitation District	Testing & Permits	2,275.00
Keystone Reservations	Travel	28.66
Total WASTE WATER FUND		\$ 34,512.50

WATER FUND

CEBT	Health & Insurance Benefits	\$ 9,994.88
Rocky Mountain Reserve LLC	Health & Insurance Benefits	141.29
Standard Insurance Company	Disability Insurance	246.98
Amazon	Office Supplies	208.67
Cintas Corporation	Office Supplies	43.23
King Soopers Customer Charges	Office Supplies	17.43
Quill Corporation	Office Supplies	72.55
AllWater Supply LLC	Operating Supplies	2,975.00
Chemtrade Chemicals Corporation	Operating Supplies	5,553.48
DPC Industries, Inc.	Operating Supplies	180.00
Jb T-Shirts Silkscreen & Embroidery	Uniforms	42.00
Canyon Systems, Inc.	Repair & Maintenance Supplies	427.00
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	142.28
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	1,003.78
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	45.90
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	5.50
Fleet Services	Gas & Oil	521.83
Glenwood Springs Auto Parts Inc	Gas & Oil	30.17
Amazon	Equipment (Non-Capital)	15.48
Insight Public Sector Inc.	Equipment (Non-Capital)	277.22
Core & Main LP	Meters & Related Items/Resale	3,260.70
AllWater Supply LLC	Communication & Transportation	420.00
Canyon Systems, Inc.	Communication & Transportation	19.41
Federal Express Corp.	Communication & Transportation	287.85
Nextrust Inc	Utility Bill Mailing	334.30
AmeriGas	Utility Services	267.09
Black Hills Energy	Utility Services	25.33
Century Link	Utility Services	3,294.42
Holy Cross Energy	Utility Services	12,245.57
Northwest Colo Council Of Gov.	Project THOR - Recurring for 6 months	5,292.05
Verizon Wireless, Bellevue	Utility Services	390.24
Colorado Mtn. News Media	Recruitment	50.43
Mountain Careers	Recruitment	29.15
Chase Paymentech	C.C. Transaction Fees	1,225.99
Xpress Bill Pay	C.C. Transaction Fees	434.11
Hoffman, Parker, Wilson & Carberry PC	Legal	19.50
LRE Water	Engineering	1,786.30
Utility Notification Center Of Colorado	Repair & Maintenance Services	71.72
Eagle River Water & Sanitation District	Testing & Permits	275.00
SGS North America Inc	Testing & Permits	627.83
Keystone Reservations	Travel	42.99
Executech Utah LLC	Computer Support	523.28
Hach Company	Contract Payments	9,882.00
US Bank Equipment Finance	Contract Payments	417.91
Mott Macdonald	Tank Replacement	24,208.16

WATER FUND (Cont.)

Mott Macdonald	Lower Basin Water Treatment	3,252.50
MWH Constructors Inc.	Lower Basin Water Treatment	163,427.00
Total WATER FUND		\$ 254,055.50

REFUSE FUND

CEBT	Health & Insurance Benefits - EAP	\$ 24.65
Jb T-Shirts Silkscreen & Embroidery	Uniforms	14.00
Nextrust Inc	Utility Bill Mailing	334.31
Chase Paymentech	C.C. Transaction Fees	175.14
Xpress Bill Pay	C.C. Transaction Fees	63.14
Vail Honeywagon	Contract Services	50,333.14
Total REFUSE FUND		\$ 50,944.38

SALES TAX CAPITAL IMPROVEMENTS FUND

Nv5, Inc	Professional Services	\$ 340.00
S2O Design & Engineering	Professional Services	9,777.40
Garfield & Hecht, P.C.	Legal	156.00
Hoffman, Parker, Wilson & Carberry Pc	Legal	250.00
JEV Construction Inc.	Construction-Dumpster Enclosure	8,272.00
UMB Bank N.A.	Agent Fees	500.00
Total SALES TAX CAPITAL IMPROVEMENTS FUND		\$ 19,295.40

CONSERVATION TRUST FUND

SE Group	Professional Services	\$ 6,132.80
Total CONSERVATION TRUST FUND		\$ 6,132.80

OPEN SPACE FUND

CEBT	Health & Insurance Benefits	\$ 713.50
Rocky Mountain Reserve LLC	Health & Insurance Benefits	24.33
Standard Insurance Company	Disability Insurance	40.63
Jb T-Shirts Silkscreen & Embroidery	Uniforms	28.00
Alpine Lumber Co.	Repair & Maintenance Supplies	97.15
Colorado Barricade	Repair & Maintenance Supplies	253.50
Costco	R & M Supplies	4.69
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	10.85
Wylaco Supply Co	Repair & Maintenance Supplies	92.80
Fleet Services	Gas & Oil	159.59
Amazon	Equipment (Non-Capital)	3.87
Insight Public Sector Inc.	Equipment (Non-Capital)	69.31
Colorado Barricade	Communication & Transportation	30.00
Northwest Colo Council Of Gov.	Project THOR - Recurring for 6 months	849.30
Vail Honeywagon	Repair & Maintenance Services	126.00
Executech Utah LLC	Computer Support	68.21
Mountain Pest Control, Inc.	Weed & Pest Control	490.00
CNDC FBO COSA	Tuition & Books	260.00

OPEN SPACE FUND (Cont.)

Black Diamond Enterprises Inc

Pool & Ice Campus Improvements

7,275.50

Total OPEN SPACE FUND**\$ 10,597.23****Total****\$ 606,196.04****Payroll****\$ 329,048.77****Grand Total****\$ 935,244.81**



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: October 12, 2021

Agenda Item: Resolution No. 64, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Memorandum of Understanding with the Colorado Energy Office to Provide Contract Services for its Energy Performance Contracting Program"

REQUEST:

Staff is requesting that the Town Council review and approve an MOU with the State of Colorado's Energy Office to provide contract services for the Energy Performance Contracting Program.

INTRODUCTION:

At the September 28 Town Council meeting, staff presented a proposal to partner with the State of Colorado's Energy Office and Yearout to work with the organization to achieve sustainability goals. The Town Council was supportive and requested that staff bring back a resolution and MOU for approval on October 12. Attached to this memo is the resolution and MOU for the Town Council to review.

ANALYSIS:

The analysis was provided to the Town Council on September 28 and included is a link to the packet item for review. The link is [here](#). The partnership provides for the following:

- Water meter replacement and advanced metering infrastructure
- Wastewater Treatment Plant energy savings efficiency upgrades
- Solar PV at the Wastewater Treatment Plant
- Grant writing and benchmarking

COMMUNITY INPUT:

None required.

BUDGET / STAFF IMPACT:

This proposal doesn't have a budget impact as of right now. As staff works on projects, there will be a budget and staff impact associated with the partnership in the future.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the Town Council's strategic priorities. This partnership proposal will assist the Town with implementing sustainability projects that will help accomplish net-zero goals. Efficiencies in metering will improve water usage accuracy and billing. Energy efficiency upgrades at the WWTP will save the Town money and offset carbon emissions. The WWTP is the Town's largest carbon emitter facility and anything we can do to reduce emissions will help the Town achieve its net-zero goals.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** the Consent Agenda.

ATTACHMENTS:

- Resolution No. 68
- Memorandum of Understanding

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 68
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE COLORADO
ENERGY OFFICE TO PROVIDE CONTRACT SERVICES FOR ITS ENERGY
PERFORMANCE CONTRACTING PROGRAM

WHEREAS, the Town Council adopted a strategic plan that prioritized investing in environmental and energy sustainability;

WHEREAS, the Colorado Energy Office and YearOut made a presentation to the Town Council on September 28, 2021 to propose supporting sustainability projects through the State of Colorado's Energy Performance Contracting Program;

WHEREAS, the Energy Performance Contracting Program will help assist the Town with its net-zero strategies, result in efficiencies and a long-term return on investment;

WHEREAS, the Town Council recommended moving forward with the Memorandum of Understanding (MOU) presented on September 28, 2021; and

WHEREAS, the Town approves the MOU with the Colorado Energy Office.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The Town Council hereby adopts an MOU with the Colorado Energy Office for participation in the Energy Performance Contracting Program.

INTRODUCED, READ, PASSED, AND ADOPTED ON OCTOBER 12, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

MEMORANDUM OF UNDERSTANDING
between the COLORADO ENERGY OFFICE
and the Town of Eagle, Colorado

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the STATE OF COLORADO (the “State”), acting by and through the Colorado Energy Office (the “CEO”), and Town of Eagle, Colorado (the “Facility Owner”). “Party” means the State, CEO or Facility Owner and “Parties” means both the State/CEO and the Facility Owner.

RECITALS

WHEREAS, in compliance with the State Procurement Code as set forth in section 24-101-101, *et seq.*, C.R.S. and any applicable public bidding requirements, the CEO issued a Request for Proposals (“RFP”) to energy service companies (“ESCOs”) to provide as needed energy performance contract services for its Energy Performance Contracting Program; and

WHEREAS, as a result of the RFP process, CEO maintains a list of pre-qualified ESCOs that are eligible for final selection by State agencies and local governments and/or municipalities to provide energy performance contracting services; and

WHEREAS, the purpose of this MOU is to provide the Facility Owner with access to the services and support of the CEO’s Energy Performance Contracting (“EPC”) Program; and

WHEREAS, in furtherance of the purpose of this MOU, the CEO is available to assist the Facility Owner with the development and implementation of EPC projects, as well as to encourage the Facility Owner to adhere to the guidelines of the EPC Program.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations and covenants contained herein, the parties hereto agree as follows:

- 1. Effective Date of MOU.** This MOU shall become effective upon the later date on which the Director or authorized designee of CEO, or the representative for the Facility Owner has signed it.
- 2. Term of MOU.** The Parties’ respective performances under this MOU shall commence on the Effective Date and shall expire one year from date of signature or at the end of the term of services contracted from a pre-qualified ESCO.
- 3. Responsibilities of the CEO and the EPC Program to Facility Owner.** The responsibilities of the CEO and the EPC Program include, but are not limited to:
 - a. Upon execution of this MOU, CEO will assign an EPC project consultant to provide advice and technical assistance throughout the lifecycle of Facility Owner’s project.
 - b. CEO will provide the Facility Owner with information on the CEO website regarding the pre-approved, pre-qualified list of ESCOs, which includes links to the ESCOs’ website for further information;
 - c. CEO will assist Facility Owner to procure the services of an ESCO from the pre-qualified list of approved ESCOs;

- d. CEO will assist the Facility Owner with technical guidance in order to develop and execute a Technical Energy Audit and Project Proposal Contract with a pre-qualified ESCO and also support the Facility Owner with any amendments thereof;
- e. CEO will provide technical guidance to the Facility Owner and attend on-site meetings between the Facility Owner and ESCO, as needed and subject to availability;
- f. CEO will assist the Facility Owner to develop and initiate an energy performance contract project;
- g. CEO will monitor project implementation for audits and for energy performance contract projects;
- h. CEO will facilitate the energy performance contract process to ensure commitments are met by both the ESCO and the Facility Owner;
- i. CEO will review Facility Owner's audits, proposals, calculations, contracts and measurement and verification reports;
- j. As required for school districts and requested by other public agencies, the CEO will complete a construction walk-through of project facilities prior to the "Notice of Substantial Completion" documents being finalized;
- k. If applicable, CEO will identify possible solutions to mediate any conflicts between the Facility Owner and the ESCO.

4. Responsibilities of the Facility Owner. The responsibilities of the Facility Owner include:

- a. By executing this MOU, Facility Owner agrees to program participation in CEO's EPC Program and engage the CEO for assistance in all stages of the EPC Program, including project development;
- b. Using a secondary selection process, Facility Owner agrees to select an ESCO from CEO's current pre-qualified list of ESCOs and which meets the requirements of Facility Owner's procurement rules, regulations and statutes (if applicable);
- c. Facility Owner will provide information as needed for the feasibility study/technical energy audit and any other project development activities;
- d. Facility Owner will review/approve the ESCO's proposals, designs and reports in a timely manner;
- e. Facility Owner agrees to execute CEO approved contracts with the ESCO;
- f. Facility Owner agrees to arrange for project financing, and with the assistance and advice of legal counsel, execute appropriate financing documents and EPC contract;
- g. Facility Owner agrees to provide project management;
- h. Facility Owner will endeavor to work with the pre-qualified ESCO to develop and refine project parameters and any other project development activities;
- i. Facility Owner will assign its staff, employees, representatives to the facility project team including operations, maintenance, financial and upper management personnel;
- j. Depending on the subject matter to be discussed, Facility Owner will ensure appropriate personnel attend project development meetings;

- k. Facility Owner will provide access to and escort ESCO, its subcontractors and CEO to buildings during mutually agreed-upon hours;
 - l. If Facility Owner is a school district, Facility Owner agrees to allow CEO to complete a construction walk-through of project facilities prior to the "Notice of Substantial Completion" documents being finalized;
 - l. During project reviews and any other reviews, Facility Owner will endeavor to address CEO's recommendations;
 - m. As requested by CEO and as needed, Facility Owner agrees to provide CEO with information regarding measurement and verification activities.
5. THIS MOU IS NOT INTENDED TO CREATE, NOR WILL THIS MOU BE CONSTRUED OR INTERPRETED AS CREATING A LEGALLY BINDING AND ENFORCEABLE CONTRACT BETWEEN THE PARTIES. IN THE EVENT EITHER PARTY FAILS TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU, THERE WILL BE NO LEGAL OR EQUITABLE REMEDIES AVAILABLE TO EITHER PARTY. THE SOLE REMEDY AVAILABLE TO THE PARTIES FOR FAILURE TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU IS TO TERMINATE THIS MOU. THE FACILITY OWNER ACKNOWLEDGES AND AGREES THAT CEO'S SERVICES MAY INCLUDE ADVICE AND RECOMMENDATIONS, BUT ALL DECISIONS IN CONNECTION WITH THE FACILITY OWNER'S EPC PROJECT SHALL BE THE SOLE RESPONSIBILITY OF THE FACILITY OWNER, ITS AGENTS AND CONTRACTORS.
6. **Signatures.** IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

STATE OF COLORADO , acting by and through the COLORADO ENERGY OFFICE		Town of Eagle, CO:	
_____ Will Toor, CEO Director	_____ Date	_____ Name: Title: ☐ Yes! I have reviewed this MOU and accept CEO's free technical support for an EPC project. ☐ No thank you. I have reviewed this MOU and decline CEO's free technical support for an EPC project.	_____ Date
_____ EPC Team Representative		_____ Date	



October 12, 2021

Eagle County Board of Commissioners
PO Box 850
Eagle, CO 81631

Dear Commissioners:

The Town of Eagle would like to request the Eagle County Commissioners appoint Councilmember Ellen Bodenhemier as our member to the Eagle County Regional Transportation Authority Board effective October 12, 2021.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jenny", is placed over a faint, circular official stamp.

Jenny Rakow, CMC
Town Clerk

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 71
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
ACCEPTING THE RESIGNATION OF SCOTT TURNIPSEED AND APPOINTING ELLEN
BODENHEMIER TO SERVE AS TOWN REPRESENTATIVE ON THE ECO TRANSIT
ADVISORY BOARD

WHEREAS, The ECO Transit Advisory Board requires a Town of Eagle appointment to its
Board pursuant to its Bylaws; and

WHEREAS, Scott Turnipseed is no longer able to serve in this capacity and has requested
to resign his position on this Board and Ellen Bodenhemier has agreed to serve the remainder
of his three-year term, expiring February 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE,
COLORADO AS FOLLOWS:

Section 1. That Scott Turnipseed's resignation is hereby accepted.

Section 2. That Ellen Bodenhemier is hereby appointed to serve on the ECO Transit
Advisory Board as the Town of Eagle representative expiring in February 2023.

INTRODUCED, READ, PASSED, AND ADOPTED ON OCTOBER 12, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council
From: Brandy Reitter, Town Manager
Date: October 12, 2021
Re: Town Manager Report

Administration & Organization

Staff continues to work on follow-up from the Town Council meetings. Included is a list of policy items that staff is tracking in October:

- Wastewater Rate and Tap Fee Study Presentation
- ADU code change proposal
- School Resource Officer IGA
- Broadband Update
- Eagle River Park conveyance and annexation proposal
- East Eagle Sub-Area Plan – Final Draft
- Town-wide Economic Development Plan Contract

2022 Budget Development Schedule:

- October and November 2021 – Public Hearings on the 2022 Budget
- December 14, 2021 – Adoption of the 2022 Budget

The hiring process for the Special Events Manager began last week. The job has been posted for a short period of time and the Town has already received highly qualified applicants. Staff is seeking one person from the Town Council and MEAC to serve on the hiring panel. Staff is attending a special meeting with MEAC on October 14 to discuss the next steps with the hiring process. The Town wants to ensure that they provide feedback in the process.

Brush Creek experienced a drop in flows that were not in compliance with the management plan approved by the Town and water users. Public Works has evaluated the situation and has proposed the following mitigation initiatives:

- Brush Creek lacks sufficient gaging stations to accurately report flows. In the past, the gages were missing or didn't work, and staff didn't have sufficient technology to report flows. Public Works will install modern gaging stations along the creek at the appropriate locations.

- Public Works learned that there are new property owners along Brush Creek that were not aware of the management plan. The Town will host an annual Brush Creek water user meeting at the beginning of the season to help educate the users along Brush Creek on the plan as well as conservation efforts.

Eagle County hosted the Mayors, Managers and Partners meeting on October 8. The following items were discussed:

- Regional Transit Authority
- Short-term rentals
- Housing updates
- Commissioner term limits ballot measure
- Climate Action Collaborative
- I70 interchange
- Regional broadband

Staff is working with the US Forest Service to identify properties in the Town of Eagle to relocate from the Town of Minturn. Eagle County and the Town have scheduled a tour for the week of October 11 with the US Forest Service to identify potential properties for relocation. Most of the workforce is in western Eagle County and the relocation is a good fit and creates opportunities for Minturn to focus on redevelopment.

The Town Council candidate orientation is scheduled for October 14. There are 3 candidates that will not be able to attend, and I am working to set up one-one-one meetings with them so that they are updated. Since this is a big election for the Town, informing the candidates on current affairs is a top priority. The current Town Council is also invited but it is not mandatory.

Now that the major deadlines of September and early October have passed, the administration is working on a leadership team retreat. Staff held one in 2018 but because of the pandemic, the team was not able to host one in 2019 or 2020. The target for the retreat will be in November before the holidays. Leadership is in the process of hiring a facilitator and reserving a bowling reservation at Back Bowl to have some fun.

Staff is meeting with SGM to discuss the closeout of the Lower Basin Water Treatment project. The Town Council will review a few change orders in the process of closing out the project. Everything should be completed by the end of the year which is positive. The project took nearly 4 years to design and construct and will serve the Town into the future. Once the project is closed, the team will schedule a ribbon cutting.

To help the Town Council keep track of upcoming work sessions, provided below is a table of topics to be discussed over the next 6 months. Since it takes planning to successfully execute a work session, preparing in advance is helpful. Staff will keep this table in this report going forward and make changes as needed. The topics are subject to change:

Date	Topic
November 2, 2021	Parking Fee in Lieu

December 7, 2021	Grand Avenue Phase 2 Review
January 4, 2022	Affordable Housing Strategies
February 1, 2022	Sustainability Building Codes Discussion
March 1, 2022	TBD
April 12, 2022	TBD

Broadband/ THOR

- The telecommunications hut was delivered last week, and staff is working to get the structure installed. Staff will present a change order because the racks and fiber pull to the structure were not included in the original scope of work. This project is funded by a grant so the additional costs could result in minimal impacts to the Town.
- It has been almost 3 years since the NWCCOG procured Mammoth to be the network operator for the THOR network. The NWCCOG is in the process of bidding out network operator services per the contract and has asked the THOR partners to participate. The Town of Eagle will participate.
- In 2021, the Town Council directed staff to complete a network design of the broadband buildout to complete the proforma. The design is complete, and staff will present the expenditure to the Town Council for approval since it wasn't budgeted in 2021 on October 26.

Grand Avenue Corridor Study

- October 7 was the public open house, and it was very successful. There were approximately 30–40 people who attended. The project team presented a conceptual map of the project, answered questions from the public, and solicited feedback. The feedback was very positive.
- The stakeholder committee wants to schedule an additional meeting before the plan is presented to the Town Council at the end of the year. The group has questions and has a few concerns that they would like addressed. That meeting will be held on October 21.
- Staff met with the Union Pacific Railroad consultant on October 6. The team wasn't surprised by the reaction to the Grand Avenue Plan. The team has some work to do and will work with the Public Utilities Commission and the regional delegation to make the plan work. Staff believes this is a project worth advocating for.

Economic Development

- Staff is preparing for the EVC meeting on October 19. Due to the staffing transition, the administration is 30 days behind schedule on projects. Staff is preparing for a full agenda. The group will receive an update on the CU Boulder project, Economic Development plan proposal, the proposed 2022 budget, the Community Builders dashboard project, and what to expect in 2022.
- The Downtown Development Authority met on October 6. At the meeting the group finalized the open house agenda in November, reviewed the proposed 2022 budget, and launched a survey of the district's priorities to receive feedback on improvements. Staff provided an update on the proposed 2022 budget. Staff will post an RFP for communication services for the DDA the week of October 18.

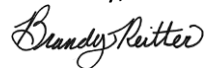
Sustainability

- Staff met with the EVCF last week and is in the process of developing the MOU to set up the fund. Geoff and Scott have recommended several interested individuals to help the Town set up the Palmer Fund. Staff will present the MOU in November.
- Yearout is currently working on a federal grant to assist the Town with paying for the upgrades to the water meters. The grant is due in November and staff will work with their team to provide the data.

Outreach & Meetings – Updates on participation in community outreach opportunities, regional/community meetings, and project-specific meetings.

- October 11 – LBWTP final change order meeting with SGM
- October 12 – Grand Avenue Corridor Plan weekly project meeting
- October 12 – Town Council meeting
- October 13 – Broadband project meeting
- October 14 – MEAC special meeting
- October 14 – RTA technical advisory meeting
- October 14 – New council member candidate orientation
- October 15 – Land use code project update meeting
- October 19 – Grand Avenue Corridor project team meeting
- October 19 – Economic Vitality meeting
- October 20 – Manager’s taskforce meeting
- October 21 – Grand Avenue stakeholder committee meeting

Sincerely,



Brandy Reitter
Town Manager
Town of Eagle, CO

Town Council Requests – Once items are completed; they are deleted from the list Items in Red are new requests.		
Request Date	Request	Status
3/9/2021	Bring back land donation proposal	Not Scheduled
3/9/2021	EQR Ordinance	Not Scheduled
5/11/2021	Reach out to Eagle Ranch Housing Corp. on partnering	Not Scheduled
5/11/2021	Look into vacancy housing tax	Not Scheduled
5/11/2021	Include final community survey in packet	Not Scheduled
5/25/2021	Evaluate Bird Scooter proposal and bring it back	Not Scheduled
8/10/2021	Schedule TOE housing strategy work session	January 2022
8/24/2021	Establish incentives for ADUs	Not Scheduled
9/14/2021	Fee waivers for town projects policy	Not Scheduled
9/14/2021	Follow up on Broadway tree grate maintenance	Not Scheduled
9/28/2021	Muni Broadband update	October 26, 2021
9/28/2021	ADU policy change ordinance	Not Scheduled
10/5/2021	Create a policy for eBikes on recreation paths in Town and reach out to BLM to let them know what the plans are	Not Scheduled



To: Mayor and Town Council

From: Brandy Reitter, Town Manager, and Department Leads

Date: October 12, 2021

Re: Department Updates for September 2021

FINANCE DEPARTMENT

September 2021

Administration/Financial:

- Staff continued work on the 2020 Financial Audit.
- Released the funds back to Haymeadow from the escrow deposit account after Council approval was received to transition to a letter of credit.
- Staff distributed invoicing for the Town's broadband lease agreements.
- Finance Director, Jill Kane, is out of the office on maternity leave until the end of October. Senior Accountant, Kelly Huitt, is filling in as the Interim Finance Director until her return.

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID							
	2017	2018	2019	2020	2021	VARIANCE FROM PY	
JANUARY	289	258	303	205	230	25	12%
FEBRUARY	245	272	254	237	217	(20)	-8%
MARCH	340	304	326	234	247	13	6%
APRIL	267	299	215	137	214	77	56%
MAY	277	260	275	162	260	98	60%
JUNE	319	151	298	221	400	179	81%
JULY	256	460	414	314	239	(75)	-24%
AUGUST	281	415	220	241	243	2	1%
SEPTEMBER	279	257	306	92	218	126	137%
YEAR TO DATE	2,553	2,676	2,611	1,843	2,268	425	23%

- The 23% increase in invoices between 2021 and 2020 is primarily due to the 2020 budget freeze.

Budget:

- Staff prepared and presented draft CIP and operating budgets to the Town Council during budget work sessions.
- Finance and HR are finalized personnel budgets and allocations.
- Staff is working on the creation of an IT Department budget.

- Staff is working on finalizing fee schedule revisions.

Training:

- Forte credit card processing training for CivicRec Software.
- Caselle Quarterly Update.
- Completed Finance policy and procedures onboarding with new hire.

Payroll/HR:

- Positions changes in Payroll
 - o 1 New Hire – Utility Manager
 - o 2 Terms – Assistant Town Manager, Buildings & Grounds Seasonal

Utilities:

- New Accounts Setup – 3
- Property Transfers – 19
- Red Tags – 15
- Shut Offs – 1

Town Council Department – Budget to Actual:

TOWN OF EAGLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN COUNCIL</u>					
10-49-110 SALARIES & WAGES	3,300.00	29,700.00	39,600.00	9,900.00	75.0
10-49-142 WORKERS COMPENSATION	.00	38.31	51.00	12.69	75.1
10-49-143 HEALTH & INSURANCE BENEFITS	18.00	154.00	168.00	14.00	91.7
10-49-144 FICA - EMPLOYER'S	252.45	2,272.10	3,029.00	756.90	75.0
10-49-210 OFFICE SUPPLIES	.00	105.81	200.00	94.19	52.9
10-49-310 COMMUNICATION & TRANSPORTATION	.00	5.67	.00	(5.67)	.0
10-49-320 LEGAL NOTICES	.00	325.50	325.00	(.50)	100.2
10-49-340 UTILITY SERVICES	965.12	1,930.24	1,930.00	(.24)	100.0
10-49-347 PROFESSIONAL SERVICES	18,023.00	19,789.84	29,047.00	9,257.16	68.1
10-49-362 COMPUTER SUPPORT	77.53	1,613.94	3,048.00	1,434.06	53.0
10-49-371 TRAVEL EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-49-372 MEETING EXPENSE	250.00	638.34	2,000.00	1,361.66	31.9
10-49-380 TUITION & BOOKS	(14	94.24	1,750.00	1,655.76	5.4
10-49-450 SPECIAL COUNCIL FUNDING	727.39	114,939.89	211,113.00	96,173.11	54.4
10-49-510 INSURANCE	.00	724.32	724.00	(.32)	100.0
10-49-915 COMMUNITY REQUESTS	1,500.00	24,522.34	54,000.00	29,477.66	45.4
TOTAL TOWN COUNCIL	25,099.51	196,854.54	347,985.00	151,130.46	56.6

SPECIAL EVENTS & MARKETING

September 2021

Town of Eagle – Marketing & Special Events:

- Continued awareness campaign of TOE 2022 MEAC and Community Funding Program application process through emails to past producers over the last 3 years, social media push, ads in Vail Daily, phone calls to expected producers, etc.. Closed application process September 30, 2021, at 5:00pm.
- Processed 22 MEAC funding applications – up from 20 in 2021 and 32 applications for the Community Funding Program – up from 21 for 2021.
- Executing MEAC funding review by MEAC members for presentation to Town Council.
- Processing Eagle Community Funding applications with Town Manager for presentation to Town Council.
- Concluded photographer/videographer work on updated event and Town of Eagle Photo/video stock gallery. Photographer processing gallery.
- Updated eagleoutside.com events calendar & 6th Ave Digital Sign.
- Executed 1st weekend of Colorado High School Mtn Bike Championships and parking program.

September – Events Executed

September		
9/5/21	Yoga in the Park	Yoga Off Broadway
9/10/21	ArtWalk	Eagle Arts
9/10/21	Yoga at the River Park	Yoga Off Broadway
9/11/21	Eagle River Clean Up Day	Eagle River Watershed Council
9/12/21	Yoga in the Park	Yoga Off Broadway
9/18/21	Amazing Race	Mick Daly, Color Coffee Roasters
9/18/21	Mountain Rats	Color Coffee Roasters LLC
9/19/21	Yoga in the Park	Yoga Off Broadway
9/24/21	Race #3 Haymaker Classic – North Conference	Colorado High School Cycling League
9/24/21	Eagle YogaFest Sept 24-26, 2021	Yoga Off Broadway
9/25/21	2021 Vail Valley Walk to End Alzheimer's	Alzheimer's Association

MEAC:

- Closed 2022 MEAC & Community Funding Program process on September 30th, 2021.
- Processed 25 applications. Committee began reviewing funding requests.

Be Our Guests Program:

- Concluded the “Be Our Guest” program after successful run. Opened 2nd street back up for traffic.

Eagle Info Center:

- Operating Info Center Summer 2021 Days and Hours - Info Center open Wednesdays through Sundays, 10:00am to 3:00pm. All staff have been vaccinated. Preparing to hire one more part-time staff person.
- Began job notice for hiring Lead Host person and one Regular Host person.

Digital Sign:

- Created more intermittent scheduled messages.
- Promoting message for Eagle Downtown businesses.

- Executing information for summer events and programs to build awareness and promotion.

Vail Daily Media Plan Ads and Social Channel Examples:



**TOWN OF EAGLE
COMMUNITY
FUNDING
PROGRAM IS
OPEN FOR
APPLICATIONS
FOR 2022.**

Funding is available for programs and events that serve our community.

Deadline for submissions is 5pm, September 30, 2021

For more information go to eagleoutside.com/events

The Eagle Showdown Town Concert Series

events@townofeagle.org



**TOWN OF EAGLE
COMMUNITY
FUNDING
PROGRAM IS
OPEN FOR
APPLICATIONS
FOR 2022.**

Funding is available for programs and events that serve our community.

Deadline for submissions is 5pm, September 30, 2021

For more information go to eagleoutside.com/events

Eagle July 4th Kids Bike Parade

events@townofeagle.org



**TOWN OF EAGLE
COMMUNITY
FUNDING
PROGRAM IS
OPEN FOR
APPLICATIONS
FOR 2022.**

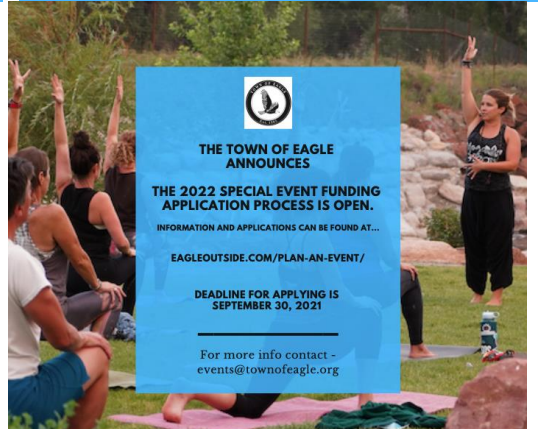
Funding is available for programs and events that serve our community.

Deadline for submissions is 5pm, September 30, 2021

For more information go to eagleoutside.com/events

Our Community Table 2019

events@townofeagle.org



**THE TOWN OF EAGLE
ANNOUNCES**

**THE 2022 SPECIAL EVENT FUNDING
APPLICATION PROCESS IS OPEN.**

INFORMATION AND APPLICATIONS CAN BE FOUND AT...

EAGLEOUTSIDE.COM/PLAN-AN-EVENT/

**DEADLINE FOR APPLYING IS
SEPTEMBER 30, 2021**

For more info contact - events@townofeagle.org



**THE TOWN OF EAGLE
ANNOUNCES**

**THE 2022 SPECIAL EVENT FUNDING
APPLICATION PROCESS IS OPEN.**

**MEAC EVENT FUNDING PROGRAM
&
THE TOWN OF EAGLE COMMUNITY
FUNDING PROGRAM**

**DEADLINE FOR APPLYING IS
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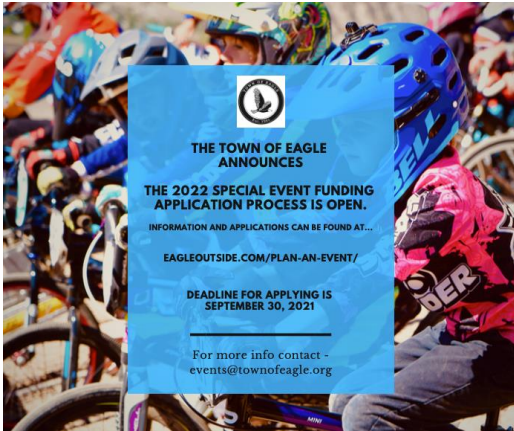
For more info contact - events@townofeagle.org



**EAGLE AT
PLAY...**

The Colorado Cycling Association and the Town of Eagle present the High School Mountain Bike North Conference Championships, Saturday & Sunday, October 9 & 10, 2021 at the Haymaker Trail and Town Pool area.

eagleoutside.com





Town of Eagle, CO

Published by J. Brian Hall · September 23 at 5:41 PM ·



Vail Daily Live

September 22 at 10:43 AM ·

Brian shows us what's happening in [Town of Eagle, CO](#), including bike to work day.

*
*
*

Applications for 2022 for all community program funding is due Septembe... [See More](#)

COMMUNITY DEVELOPMENT

September 2021

BUILDING DEPARTMENT UPDATES:

Activity:	Status:
General coordination of contractors and projects.	Ongoing
Participation in Pre-Application meetings as needed.	Ongoing
Plan review and inspection services for pending and active permits.	Ongoing
Expired Permits review and follow-up.	Ongoing
Code Adoption Process (2021 International Building Codes) The 2021 Code is set to adopt in the Spring of 2022. The Building Department plans to create a board of interested stakeholders, contractors, designers, council members. This stakeholder group will focus on reviewing current adoption ordinance and amendments as well as the 2021 Code editions for changes and how they impact Eagle. The Building Department will also review with local agencies for consistency of amendments. The first Adoption meeting is aimed for Spring 2022. If you are interested in joining the stakeholder group, please email the Building Official, Charlie Davis.	Ongoing
Work with the Town of Gypsum Building Department for Electrical Inspection Services. September – (20) inspections.	Ongoing
Archived plans – department is receiving large numbers of inquiries. Staff continues to electronically archive permits and plans.	Ongoing
CTIX - Construction Trades Information Exchange CTIX is a way for the Community Development Department to communicate with the Contractor & Developer community. Summary of topics in the October 2021 issue: • Updates and Closed Days at Town Hall • Application Process and Timeframes • PV System Requirements • How To: Water and Sewer Tap application • 2021 Building Code Adoption Update • Use Tax • Development Projects Update • Town of Eagle Permit Stats • New Community Development Staff • Fire District and Public Works Updates • ReCode Eagle: Land Use and Development Code Update	Published October 6, 2021. Distributed to 512 recipients.

The chart below shows the number of inspections conducted and building permits issued for the current month, the previous month, and the year to date.

Building Department Activity 2021					
	July 2021	August 2021	September 2021	YTD 2020	YTD 2021
Number of Inspections	114	138	120	1,970	1,000
Number of Permits Requiring Plan Review	14	9	19	*	115
Number of Building Permits	24	23	37	498	205
Building	10	10	23	160	100
Electrical	8	7	5	137	42
Plumbing	0	2	1	69	15
Mechanical	1	4	3	107	36
Demo	0	0	1	3	2
Out of Town Water/Sewer Taps	0	0	3	22	7
<i>ALL Commercial*</i>	3	3	2	24	18
<i>SF Detached Residential*</i>	0	3	4	11	12
<i>Multi-Family & Attached SF Residential*</i>	0	0	0	16	0
<i>Residential Remodel/Addition/ Basement Finish</i>	1	4	4	49	28
<i>PV</i>	1	4	9	46	28
<i>One Stop</i>	8	9	18	102	88

* YTD Plan Review Data Unavailable

Major Construction Projects Under Review and Oversight:

- **Broadway Station** – Received revised plans for the first level and comments have been provided. Anticipated occupancy approval to be determined.
- **Talon Flats** – There are ongoing public improvements around the property. The development obtained full occupancy approval on October 1st.

Upcoming Activities for October 2021:

- Continue procedure for code updates to 2021 Codes, set to be adopted Spring of 2022.
- Continue customizing Community Core Solutions, specifically building permit applications.
- Continue electronic archiving of permits.

PLANNING DEPARTMENT UPDATES:

PLANNING ACTIVE APPLICATIONS	STATUS
Brush Creek Road Extension	• Public Works will collaborate with Town Attorney, Town Manager, and Council on drafting of approvals. • No new information to report (10/12/21).
Reserve at Hockett Gulch – Subdivision & Major Development Permit	• Early grading permit issued in August. • Staff has received application resubmittal on 9/13/21, completeness review is ongoing.

PUDA21-02: Haymeadow PUD Amendment #2	- Planning Commission hearing was on 9/21/21 and the application was denied. - Town Council public hearing 10/12/21
PUDA21-01: Eagle Ranch 6th PUD Amendment	- Ongoing completeness review. - Staff working with Town Attorney to determine when water fees need to be paid (at time of approval or at time of building permit issuance).
SU21-05: 332 Grand Ave. AG Roofing	- Special Use Permit application submitted for outdoor storage, but applicant also needs to apply for shop use. - Application not deemed complete for processing.
SU21-04: 263 Sawatch	- Special Use Permit application for contractor yard. - Application is undergoing completeness review.
RZ21-02 & S21-01: Eagle County School District (ECSD) 3 rd Street Housing	- Proposing 16 units. - Application deemed complete and comments due 10/14/21. - Planning Commission public hearing 11/2/21 - Town Council public hearing 12/14/21
446 Broadway	- Staff received application for a development permit. Application not deemed complete for processing. - No new information to report (10/12/21).
341 Broadway Mountain Animal Hospital Center	- Staff received partial submission for a minor development permit. Application not deemed complete for processing. - No new information to report (10/12/21).
PRE-APPLICATIONS	STATUS
295 Eby Creek Rd. (Previously Burger King)	- Application for Special Use Permit for Rapid Care Clinic forthcoming, fall/winter 2021. - Reviewing parking easement concerns.
1215 Chambers Ave. Innovation Station	- PUD application forthcoming, fall/winter 2021. - No new information to report (10/12/21).
LONG RANGE PLANNING	STATUS
Elevate Eagle Comprehensive Plan (Comp Plan)	- Appendix A – connect with Eagle County Housing for housing report – temporarily on hold. - State Demographer report for Appendix A – in progress. - Future Land Use Map (FLUM) Amendments to Chapter 3: - Town Council ratification 10/26/21
Title 4 Land Use Code Update	- Staff anticipates receiving Sign Code draft by mid-October and Code Assessment Report by end of October. - Land Use Code Committee fully formed and anticipating first meeting after November election.
Grand Ave Corridor Plan	- Project now in Phase 2 (April 2021 – October 2021). - Summary from Phase 2 Design Charette (held in July) now available on project site. - Public Progress Meeting held on 10/7/21. - Town Council work session 12/7/21
East Eagle Sub Area Plan (EESAP)	- Staff continues to refine adoption draft, now available to the public. - Planning Commission adoption hearing 10/19/21 - Town Council ratification hearing 10/26/21

County West Eagle Property	• 4 RFQ's received. Consultant teams interviewed September 3rd. • No new information to report (10/12/21).
SolSmart – Bronze Designation	• Clarion has provided additional comments on baseline zoning assessment. • Permit Tech will assume lead role with Clarion's assistance. • No new information to report (10/12/21).
OTHER	STATUS
Code Updates (ahead of comprehensive Title 4 Update)	• Parking Fee in-lieu: Staff working on regulations with the help of Carrie McCool. - o Planning Commission work session 10/19/21 - o Town Council work session 11/2/21 - o Planning Commission public hearing 12/7/21 - o Town Council adoption hearing 1/11/22 • Accessory Dwelling Units (ADUs): Section update - o Planning Commission work session 11/2/21 - o Planning Commission public hearing 11/16/21 - o Town Council adoption hearing 12/14/21
ORDINANCES	• Impact Fee Ordinance Update • Review of Public Safety and Fire District Nexus studies ongoing. • No new information to report (10/12/21).

SCHEDULE of UPCOMING MEETINGS:

October 2021
October 12 th Town Council • Haymeadow PUD Amendment • Community Development Department Update
October 19 th Planning & Zoning Commission • Parking Fee in-lieu work session • EESAP Adoption • Department & Council Update
October 26 th Town Council • EESAP Ratification • Chapter 3 / FLUM Amendments to Comp Plan Ratification
November 2021
November 2 nd Planning & Zoning Commission • ADU work session • ECSD Rezone & Sketch Plan • Sinclair Station Minor Development Permit & Zoning Variance
November 2 nd Town Council Work Session • Parking Fee in-lieu
November 9 th Town Council • ADU Presentation • Community Development Department Update
November 16 th Planning & Zoning Commission • ADU Public Hearing • Department & Council Update
November 23 rd Town Council

• Meeting Cancelled – Thanksgiving
December 2021
December 7 th Planning & Zoning Commission • Parking Fee in-lieu
December 7 th Town Council Special Meeting and Work Session • Grand Ave Corridor Plan Phase 2 Review
December 14 th Town Council • ADU Adoption • ECSD Rezone & Sketch Plan • Community Development Department Update
December 21 st Planning & Zoning Commission • No files scheduled at this time • Department & Council Update
December 28 th Town Council • Meeting Cancelled – Christmas / New Year

POLICE DEPARTMENT

September 2021



September 2021 Calls for Service: **996**

Calls for Service January – September 2021: 8,064

September 2020 Calls for Service: **958**

Calls for Service January – September 2020: 8,273

<i>Agency Assist 24</i> <i>Assault 3</i> <i>Burglary 2</i> <i>Child Abuse Investigation 2</i> <i>Citizen Assist 48</i> <i>Civil 11</i> <i>Code Violation 4</i> <i>Crash 21</i> <i>Damage/Vandalism 8</i> <i>Death 2</i> <i>Disturbance 9</i> <i>Dogs Leash, Welfare or Noise (EPD and not A.C.) 6</i> <i>Domestic/Disturbance- Harassment or Assault 6</i> <i>DUI/D 3</i> <i>DUR</i>	<i>Fire/Medical 17</i> <i>Fraud 3</i> <i>Harassment 3</i> <i>Juvenile/Family Incident 10</i> <i>Missing/Recovered Juvenile – Adult 2 - 0</i> <i>Noise 6</i> <i>Protection Order Violation 3</i> <i>Sex Assault/Misconduct Investigations 2</i> <i>Sex Offender Check/Registration 6</i> <i>SRO Related 19</i> <i>Suicidal/Welfare 10</i> <i>Suspicious Person/Vehicle/Occurrence 24</i> <i>Theft 17</i> <i>Trespassing 9</i> <i>Warrant Arrest 4</i>
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Your Eagle Police Department continues to find opportunities to engage with our citizens and guests at local events and while on community patrol. Officer Stahl also assisted with the Amazing Race event. During a courtesy check at the Fishing is Fun Pond, FTO Huebner received some free fishing lessons from some happy kids.

Officer Sanders and FTO Sriver attended to several school resource-type calls for service. During their unobligated time, they also handed out stickers to kids, completed various school checks, had lunch with students and helped with school events. FTO Sriver attended a school volleyball game and watched a football scrimmage, while Officer Sanders offered a bike safety presentation; then allowed several kids at another location to check out his patrol car. Additionally, investigative follow-up and a lead into a bond condition violation from one of the firearms burglary subjects continued.

Your Eagle Police Department continues to remain busy with routine calls for service and investigations. Two unlawful sexual contact investigations were initiated. Disturbances, domestic violence, trespassing, juvenile incidents, theft and vandalism calls have increased since last month. Graffiti and vandalism at TOE bathrooms have been problematic (EPD is working with a possible lead). Officers monitored for commercial vehicle noise complaints, as well as other traffic issues reported in designated neighborhoods. Officers also continued to assist other agencies. Examples of these assists included a complex fight/drugs/disturbance at the Eagle River Center, 1st degree assault (stabbing) at River Dance, traffic control for a structure fire, middle school evacuation for smell of natural gas, apprehension of violent offenders and traffic control for crashes on the interstate near Eagle.

There were several calls for service regarding “road rage” issues coming into the Eagle area that EPD assisted with. One of these included a call regarding the driver of a black Mercedes pointing a firearm at another driver on the interstate. EPD and CSP were able to see the described vehicle exit Eagle and a High-Risk stop was conducted. ECSO arrived and took over the investigation once the driver was detained. Another incident involved two vehicles driving carelessly from Gypsum into Eagle.

The driver of one vehicle was stopped and contacted in Eagle, which led to the contact of the other driver involved. EPD assisted ECSO with this incident as well.

EPD received several reports of thefts from motor vehicles. EPD implemented an educational campaign, asking our citizens and guests to lock their vehicles. EPD was able to generate a lead for a suspect following an immediate report of a car break-in. It was determined this suspect was involved in other thefts as well. An out of state law enforcement agency connected this suspect with a firearm theft and arrested the suspect, following a short pursuit. A local warrant is being drafted for the suspect and the investigation continues into the other thefts.

During an unrelated incident and following our education campaign to lock cars, an officer noted a suspicious vehicle illegally parked, unlocked, with keys in the ignition, along with several unsecured firearms. After an inquiry, the driver was found and summonsed for failure to properly secure firearms.

EPD continued to respond to several reports of intoxicated adults. A few examples included - three males who continued to pound on a back door to a closed restaurant while the manager was attempting to leave after cleaning up for the night. The subjects, who were staying at a local hotel, wanted to talk to someone in the restaurant after one of the male's girlfriends complained of poor service. Officers helped mediate the situation. The restaurant manager did not wish to pursue charges, but wanted the subjects trespasses from the property. Officers provided trespass notices to the subjects and got them back to their hotel rooms. During an unrelated incident, a female was located near a parking lot of an apartment complex. She had been screaming indiscriminately and was transported to the hospital due to her intoxication.

EPD began an investigation into a sex offender who failed to register. The investigation concluded that the suspect did not follow-through with his obligation and a warrant was drafted for his arrest. The suspect attempted to elude capture, but was finally convinced to turn himself in.

EPD assisted with a perimeter and search of a suspect who fled ECSO on Eby Creek Road at 70MPH. The vehicle couldn't get through the cattle gate several miles up Ebby Creek Road and ECSO vehicles pulled behind it. The suspect rammed through one ECSO vehicle, then rammed another ECSO vehicle before speeding off and crashing off the road. The suspect was found hiding in bushes and surrendered. After being checked out by medical staff, the suspect was arrested on multiple felony charges.

A call for service was aired regarding a person saying they were a 12-year old with a gun to their head. The caller stated she was severely ill and was waiting for first responders on the lawn in front of her home. She provided a street name in Eagle, but said she did not know her numerical address. This initiated a response from EPD, ECSO, CSP, and ECPS with an alert to monitor from our Emergency Manager. The entire street area was canvassed, with staff going door-to-door, without being able to contact the caller. APD and GEPD joined the effort and officers resorted to driving down other neighborhood streets, sounding their sirens, to see if dispatch could hear the sirens in the background. The caller provided a name, which led Eagle County 1st responders to contact areas schools to check on students with similar names. Additional follow-up led to other agencies being contacted and search of the state-wide school database. The caller stated she was still outside on her front lawn in Eagle when a trained negotiator began to talk with her. The negotiator began to have suspicion of the legitimacy of the call, due to comments that didn't match up, nor seemed age appropriate. Dispatch was having difficulty tracing the call but was finally able to trace it to a local Eagle business. Officers were dispatched to the business, but no emergency existed, and no one was known by that name. Employees at the business were interviewed, yet no leads were generated. It became clear the number was spoofed and officers checked on other local businesses to ensure the call was not a diversion to commit a local robbery or burglary.

Right place, right time: Night shift officers on routine late-night patrols have been observing reckless driving and DUI-related crashes. During one incident, an officer saw a vehicle speeding 35-MPH over the speed limit, careen over the median and proceeded the wrong-way at the roundabout. The intoxicated driver attempted to flee when he saw the officer but was apprehended. During an unrelated incident, an officer saw a driver, who was subsequently found to be intoxicated, take his Toyota Prius on a 4x4 adventure. The Prius left the residential roadway, over a curb, took out a light pole and crashed through a real-estate sign, resulting in property fliers raining down on the vehicle. Fortunately, in both cases, no innocent bystanders

were involved. DUI crashes have been noted as occurring more frequently and consistently. EPD officers have been asked to step-up DUI enforcement activities.

Kickflip: Kids failed to listen to a volunteer (or the posted dismount signs) at a local event and continued to ride their skateboards through the event. EPD was contacted for assistance. Fortunately, Officer Sriver had previously stopped to chat with several kids on skateboards and showed them a few tricks of his own. Officer Sriver responded and found the kids to be very receptive to his suggestions to listen to the event volunteer. Officer Sriver is known to our young skateboarding community as, "The cop that can do a kickflip."

Community Recognition: FTO Causey had a helpful citizen assist with a medical call for service. The citizen was later rewarded with an EPD Community Service Appreciation form and gift certificate.

Outstanding! Two of your nightshift officers, along with CSP, assisted ECSO with several calls for service occurring at the same time at the Eagle River Center, due to a private event. While assisting ECSO regarding a disturbance, your EPD officer responded to a medical call regarding a fourteen (14) year old teenager who had collapsed in the parking lot and was unconscious and not breathing. Your officer arrived, obtained necessary information from bystanders and provided emergency medical care, thereby reviving the teenager (more to come regarding this incident, reserved for our 10/28 council meeting). As this was occurring, our second officer was helping with a disturbance in the parking lot, followed by a vandalism incident, followed by several people involved in a fight. Needless to say, it was a long night at this location for several involved agencies.

New EPD team member! Officer Megan Heil was sworn into office this month! She begins her training program in October.

Congratulations! Operations Sergeant C. Buhlman was recognized with the Chief of Police Outstanding Service award for her contributions over the past twelve (12) months, with an emphasis on completing the remaining objectives for professional accreditation.

Achievement! Your Eagle Police Department is now C.A.C.P. Professionally Accredited!

Note, both awards may be viewed in the September 30, 2021 article in the Vail Daily.

A special shout-out to our team for covering calls, events and extra assignments while short-staffed.

Another special shout out to our community for calling in suspicious vehicles and/or people as soon as possible for EPD to address concerns. Additionally, a special "thank you" to those who provided useful tips with several incidents this month. Working in partnership, our community and your police can improve upon the quality of life we all enjoy in our wonderful town!

County Court – Available upon request. Local and Regional Calls for Service – Available at Dispatch

HUMAN RESOURCES

September 2021

Benefits

- Contract secured for 2021 new COBRA Compliance & Administration for HRA
- Continued working on 2022 Renewal for Health Insurance and Wellness plan

Recruiting – Onboarding

- Onboarded Utility Manager and Police Officer II
- Mechanic Position Posted, 1 resume received but did not reply to requests to interview
- PW Operations Manager Posted, considering 2 candidates
- Engineer I or II Posted, considering 2 candidates
- Information Center Host and Internal Lead Host posted, scheduling interviews

Risk Management, Safety and Work Comp

- Managing 10 General Liability & PC Open claims, 5 carry over, 5 new
- Managing one work comp claim
- COVID resurgence in Emergency Leave requests and guidance to Dept. Managers
- Administering 5 Medical Leave of Absence Requests, 3 Disability claims, 1 light duty accommodations
- Facilitated CIRSA Annual Audit, pending Administrative items due in November

Other

- Respond to 5 verifications of employment
- Attended 3 Compensation Planning Webinars
- Continued budget market research for 2022 compensation
- Respond to former employee Personnel File Copy request
- Responded to 2 municipal market wage study requests

PUBLIC WORKS

September 2021

Streets

- Streets has increased sweeping to begin collection of leaves that are accumulating on roadways.
- Over the last month we have had a larger than usual number of streetlights and signs knocked down in automobile crashes, many involving intoxicated drivers. Streets has been working to repair these as quickly as possible.

Buildings and Grounds

- B&G has been busy shutting down and winterizing irrigation systems in Town-maintained landscape areas. We have ceased irrigating for 2021.
- Several weekends ago, we experienced severe vandalism two nights in a row at the Town Park restrooms. Vandals packed sand from the adjacent horseshoe pits into the plumbing and managed to remove and destroy the locks on the steel doors. As a result, we began locking all Town restrooms at the end of each workday rather than later in the evening. This has ended the vandalism damage, and we will continue this practice for at least the near term.

Water/Wastewater

- To maximize stream flows in Brush Creek we have shifted most of our water production to the Lower Basin Water Treatment Plant. This allows more water to flow down the seven-mile reach of Brush Creek between the Upper and Lower water treatment plants.

Open Space

- Open Space has been very busy supporting the high school mountain bike races. This year there are two weekends of racing in Eagle, so twice the work has gone into these events. The first weekend of racing saw over 700 racers, and we expect 500 plus for the second weekend.

Engineering

- Engineering has been providing a lot of support to the Thor hut installation project. The prefabricated building has now been placed, but much work remains to be completed before the Thor servers and equipment are moved to the new location.
- A grading permit was issued at the Reserve at Hockett Gulch project, primarily for the purpose of mass excavation that is required prior to a gas main being located on the property. Relocation of the gas main will require work on a parcel of Town-owned open space located between RHG and the Sylvan Lake Road right-of-way. Conveyance of an easement from the Town to Black Hills Energy will be required for the gas main to be relocated on the open space, and you will see this at a future Council meeting this Fall.



To: Mayor and Town Council

From: Chad Phillips, A.I.C.P., Community Development Director

Date: October 12, 2021

Agenda Item: An Ordinance of the Town Council of the Town of Eagle, Colorado Approving a Major PUD Amendment to Swap Approximately 6.5 Acres of the Recreational Land Portion of Tract E for Multi-Family Development and to Dedicate an 8 Acre Parcel for Future Recreational Uses for the Haymeadow PUD

REQUEST: File #PUDA21-02 involves 1) the exchange or swap of approximately 6.5 acres of Tract E for 8 acres of land within Neighborhood C, 2) Transference of 72 multifamily units from Neighborhoods B and C to Neighborhood A1, and 3) the 72 transferred units shall include an additional 10% deed restricted units limiting them to occupancy by Town of Eagle residents.

BACKGROUND: The current application involves the exchange or swap of approximately 6.5 acres of Tract E for 8 acres of land within Neighborhood C. Tract E was accepted by the Town of Eagle during the original Haymeadow approvals for school and recreational purposes. The portion of Neighborhood C proposed for amendment was approved through the PUD process as Multi-Family Residential. The amendment relocates the recreational Town-owned land to the approved Multi-Family area and vice-versa. The proposal would not add additional density or approve any new uses. The outcome would be to relocate uses already approved through the PUD process.

A thorough background and analysis is part of the September 21, 2021, Planning and Zoning (P&Z) Commission staff report ([LINK](#)).

On 9/20/2021 the P&Z Commission voted to recommend *denial* of the Haymeadow PUD amendment by a 4-2 vote. The P&Z Commission recommended denial based on the application's failure to meet Condition #2 under section 4.11.050 of the Municipal Code.

ANALYSIS: Please refer to pages 3-9 of the staff report submitted for the P&Z Commission meeting on 9/21/2021 for staff comments on compliance with the Elevate Eagle Comprehensive Plan and the Town of Eagle Development Code. ([LINK](#)) In summary, with the conditions of approval listed below, it is staff's opinion that the application is in compliance. The P&Z Commission's discussion/roundtable comments are included in the attached minutes.

COMMUNITY INPUT: In addition to the public comment presented as part of the 9/21/2021 P&Z Commission staff packet and public comment made at the 9/21/2021 public hearing (as reflected in the attached meeting minutes), staff has attached all more recent comments to this report.

BUDGET / STAFF IMPACT:
No impact to the budget.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

2020 Town of Eagle Strategic Plan:

8.) *Major Objective: Diversify the Attainable Housing Stock*

- a. *The Town creates opportunities for a diversified, attainable housing stock for a variety of rental and purchase options.*

Staff Comment – The proposed swap would allow for 72 multi-family for-sale units to be constructed sooner than as currently phased.

RECOMMENDED ACTION OR PROPOSED MOTION:

DENIAL

As seen in the P&Z Commission minutes from 9/21/2021, the motion passed was for recommending denial. That motion was stated as:

MOTION: TO DENY FILE # PUDA21-02 HAYMEADOW PUD AMENDMENT BASED ON THE APPLICATION'S INABILITY TO MEET CONDITION #2 OF SECTION 4.11.050 WHICH READS, "DOES NOT AFFECT IN A SUBSTANTIALLY ADVERSE MANNER EITHER THE ENJOYMENT OF LAND ABUTTING UPON, ADJOINING OR ACROSS A STREET FROM THE PLANNED UNIT DEVELOPMENT OR THE PUBLIC INTEREST."

No finding was given as part of the motion that clarified how 4.11.050 Condition #2 was not met.

APPROVAL

I move to APPROVE Ordinance No. 13, Series 2021 , An Ordinance of the Town Council of the Town of Eagle, Colorado Approving a Major PUD Amendment to Swap Approximately 6.5 Acres of the Recreational Land Portion of Tract E for Multi-Family Development and to Dedicate an 8 Acre Parcel for Future Recreational Uses for the Haymeadow PUD

Ordinance No. 13, Series 2021 contains the following Findings of Fact and Conditions of Approval:

Finding of Fact:

That the application is in conformance with Section 4.11 of the Land Use and Development Code and the 2020 Elevate Eagle Comprehensive Plan.

Conditions of Approval:

- a. The PUD amendment shall include:
 - a. The applicant obtaining 6.5 acres of Tract E in exchange for the dedication of 8 acres to the Town of Eagle in Neighborhood C for recreational purposes as described in the Haymeadow PUD Guide.
 - b. Transference of 72 multifamily units from Neighborhoods B and C to Neighborhood A1.
 - c. The 72 transferred units shall include an additional 10% deed restricted units limiting them to occupancy by Town of Eagle residents.
 - d. Other approved elements as described in the applicant's narrative or as reflected in the Town Council minutes.
- b. Prior to conveyance of the 6.5-acre portion of Tract E from the Town of Eagle to Abrika; The Town of Eagle and Abrika shall enter into an agreement outlining Abrika's timing and commitment to extend road and utility improvements to the proposed 8-acre recreation site.
- c. Prior to submittal of the Final Plat application or a Development Permit application (or the next step in the PUD approval process), the applicant shall work with Town Staff and Attorneys to determine whether the Annexation and Development Agreement is required to be amended.
- d. Prior to submittal of a Final Plat application or a Development Permit application (or the next step in the PUD approval process), the applicant shall work with Colorado Parks and Wildlife and create a Wildlife Mitigation Plan.
- e. All additional details associated with the LERP units shall be evaluated at the time of the Major Development Permit review (or the next step in the PUD approval process).
- f. Included with the application for a Development Permit (or the next step in the PUD approval

process), developer shall submit a Joint Excavation Plan to comply with the Town's recently passed Joint Excavation Ordinance, identifying the steps taken to install conduits and their dedication for future broadband utilities planning to serve the development.

- g. Included with the application for a Development Permit (or the next step in the PUD approval process), developer shall submit documentation detailing potable water and non-potable water changes in use, quantity, pressure, etc. expected from the proposed use changes, especially as it relates to irrigation.
- h. The Sylvan Lake/Brush Creek on-site roundabout will need to be constructed including the realignment of both Brush Creek Rd and Sylvan Lake Rd into the roundabout. This work will need to be completed before the first multifamily Certificate of Occupancy is issued.
- i. Included in the application for the Final Plat, the applicant shall document the age of all reports referenced in the PUD amendment application, disclose what assumptions of these studies are no longer accurate, include new data (if available), and submit new or updated reports if needed.
- j. In the application for Development Permit (or the next step in the PUD approval process) the applicant shall provide documentation that the existing on and off-site stormwater system of pipes, ditches, basins, etc. are capable of accommodating the flow for any new development.

ATTACHMENTS:

- P&Z Commission Minutes from 9/21/2021
- Applicant's Narrative/Application Information ([LINK](#))
- Public Comment included in P&Z Packet ([LINK](#))
- New Public Comment
- Agency Referral Responses Summary ([LINK](#))
- Ordinance No. 13, Series 2021
- Redlined PUD Guide (redline changes from applicant) ([LINK](#))



MEETING MINUTES
Planning & Zoning Commission
Tuesday, September 21, 2021, 6:00 PM
Public Meeting Room / Eagle Town Hall
200 Broadway, Eagle, CO

This agenda and the meetings can be viewed at www.Townofeagle.org.
PUBLIC WIFI - TOEE – ((TOEEWireless))

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

This was an in-person meeting with access for the public to attend via Zoom.

6:00 PM – REGULAR MEETING CALLED TO ORDER

Chair Hood called the meeting to order at 6:05 PM.

COMMISSIONERS PRESENT

Matthew Hood, Jesse Gregg, Kyle Hoiland,
Bill Nutkins, Robert Townsend,
Lani Webb (via Zoom)

STAFF

Chad Phillips – Community Development Director
Nikki Davis - Administrative Tech II
Dennis Wike – Town Engineer

COMMISSIONERS ABSENT

Charlie Perkins, Keegan Winkeller

APPROVAL OF MINUTES *Approval of minutes from the following meetings(s) of the Planning & Zoning Commission.*

1. Minutes dated August 31, 2021

MOTION: COMMISSIONER KYLE HOILAND MOTIONED TO APPROVE THE MINUTES. MOTION WAS SECONDED BY COMMISSIONER BILL NUTKINS AND PASSED WITH A VOTE OF 6 (HOOD, GREGG, HOILAND, NUTKINS, TOWNSEND, WEBB) IN FAVOR AND 0 OPPOSED.

PUBLIC COMMENT *Citizens are invited to comment on any item not on the agenda subject to a public hearing. Please limit your comments to three (3) minutes per person. Those who are speaking are requested to state their name & address for the record.*

Public comment opened at 6:08 PM.

Robert Sanders, 158 Soleil Circle – Mr. Sanders commented that they are inundated with sand from BMX track and asked if the Town can do anything about this. Mr. Wike from Public Works offered to follow up with the organization that manages the track and review their erosion control plans.

Public comment closed at 6:10 PM.

PUBLIC HEARINGS

1. Project: Haymeadow PUD Amendment
 File #: PUDA21-02
 Applicant: ABRIKA Properties, LLC
 Location: Sylvan Lake Road / Brush Creek Road
 Staff Contact: Chad Phillips, Community Development Director/Town Planner
 Request: A major PUD amendment request to exchange 6.5 acres in the northeastern corner of the combined school/rec parcel for 8 acres of park space in Neighborhood C of Haymeadow and transferring 72 multi-family units from Neighborhoods B & C onto the 6.5-acre parcel.

Applicant Presentation

Rick Pylman, a representative of the project, was the first to present. Also representing the applicant in-person were Scott Schlosser and Jens Werner. Mr. Pylman stated that their first application requesting to swap the school site with a residential location was denied based on the inability to meet Condition 2 of Section 4.11.050. The land swap would have disrupted the synergy of the school and Mountain Recreation facilities. Furthermore, the request was strongly opposed by many Eagle community members.

The new application requests to exchange 6.5 acres of Tract E with 8 acres of land within Neighborhood C at the intersection of Sylvan Lake Road and Ouzel Lane. As a result of this exchange, 72 multi-family units would be transferred from Neighborhood B & C into Neighborhood A1 which has an existing water pressure zone. The new density in this area would equate to 11 units per acre. Moreover, this swap would enable the applicant to begin developing multi-family units on the far west parcel known as RMF1 (Residential Multi-Family 1) and utilize existing infrastructure. Construction would initiate on the south end, stretch north, then west onto the desired 6.5 acres. Inversely, the 8-acre parcel in Neighborhood C would be dedicated to the Town and added to the pre-approved 14-acre recreation site near the Fire Station.

Mr. Pylman also shared that Colorado Parks and Wildlife (CPW) provided a new referral comment indicating the 6.5 acres is part of an existing wildlife corridor and there are concerns with development in that area. According to Mr. Pylman, this is contradictory to a comment CPW provided in January 2021. Mr. Pylman went on to describe how the PUD already includes several north-south wildlife passages in addition to a 500-ft. wide wildlife corridor east of the Haymeadow boundary.

To conclude, Mr. Pylman outlined public benefits of the PUD amendment including accelerated development of multi-family housing, LERP (Local Employee Residency Program) dedicated units, and deed restricted units; increasing public

land dedication; and maintaining the school-Mountain Recreation master plans, a vision strongly supported by Eagle citizens.

Staff Presentation

Mr. Phillips affirmed that this is not a repeat of the school swap application. The primary focuses of Mr. Phillips' presentation included the uses approved on Tract E, a summary of public comments both opposing and supporting the application, and staff's recommendation for approval based on compliance with Conditions 1-6 of Section 4.11.050. To conclude, Mr. Phillips posed discussion questions including mandating a timeframe to construct the 72 multi-family units and if the possible impacts to the animal migration corridor could be considered non-conformant with the Elevate Eagle Comprehensive Plan (Comp Plan).

Q & A

Commissioner Nutkins asked for clarification on the water rights situation. The current understanding is that the applicant has not met current obligations and the only way to do that is by approving this swap. Mr. Phillips replied that we will see this in the preliminary subdivision phase and that we are only seeking conceptual approval with this application. Mr. Pylman commented that significant water rights have been dedicated to the Town. He also confirmed that first, water use is not increasing with this new application, and second, this first phase of development would occur within an existing water pressure zone.

Chair Hood asked if the increased number of proposed units within the pressure zone would have negative impacts on the same service to neighboring residents. Mr. Pylman replied that this is not a concern, and that Town analysis supports this. The water service impacts will be reassessed through the development permit process. Additionally, Mr. Pylman and Mr. Wike confirmed the applicant will not be able to proceed into subsequent development phases without building a new water tank if they begin to encounter water service issues.

Commissioner Nutkins asked how many multi-family units are proposed for the northern section of Neighborhood A1. Mr. Pylman replied 77 units which equates to about 15 units an acre. RMF1 will begin with multi-family, estimating 25 units per year beginning in 2022. Mr. Pylman also commented that developing these 77 units first would enable them to finance the next phases of infrastructure, including a new water tank. Commissioner Nutkins also asked about the 8 acres in Neighborhood C and if there is a potential to lose public land when construction begins. Mr. Pylman did not foresee this as an issue. Next, Commissioner Nutkins asked about the LERP dispersion and concerns that it is front-end heavy. Mr. Pylman replied that as they develop multi-family, they must maintain a specific percentage of LERP units, as required by the Town. Mr. Pylman said their plan is to stay ahead of that percentage requirement, likely around 25% of their multi-family units. Lastly, Commissioner Nutkins asked about availability of design guidelines and Mr. Pylman replied those will be available with the first development permit application.

Commissioner Hoiland asked if the Town can still develop the 8 acres in Neighborhood C. Mr. Pylman replied yes, the same uses apply to the new location.

Commissioner Gregg asked about the estimated timeline to build Phase 1 and if it will include the Fire Station and community park across from Ouzel Lane. Mr. Pylman replied that Phase 1 is only the southern half of Neighborhood A1. Some of the Fire Station utilities are already installed and the remaining utilities will be installed at the District's request. In order to build on the 8-acre parcel, developers would need to extend the road from Ouzel Lane/Brush Creek Road and install the remaining utilities. Mr. Pylman also noted that the plan does not anticipate roads going through Soleil Homes or Field Street.

Commissioner Webb asked if approved, what are the anticipated start and completion dates. Mr. Pylman stated they are planning to submit the development permit application for RMF1 by November and hope to initiate development in the spring.

Chair Hood asked how many acres remain on the school site after subtracting the requested 6.5 acres and Mr. Pylman replied about 26 acres. Additionally, Chair Hood asked what the process would be to build homes on that site since, according to the PUD guides, homes are currently not a permitted use on Tract E. Mr. Phillips replied an amendment is possible however there is currently no process for this change. Chair Hood also asked if workforce housing could be built on this parcel instead since the amended definition of Public/Institutional on the Future Land Use Map (FLUM) will now include this element. Mr. Phillips replied that the approval will likely require workforce housing to be linked to recreational uses and be on site; an approval process that could be difficult.

Commissioner Gregg asked if we are loosely interpreting boundaries and parcel lines on the FLUM. Mr. Phillips replied that flexible interpretation of the boundaries can be granted if the proposed changes are consistent with the visions and goals in the Comp Plan.

Public Comment

Public comment opened at 7:08 PM.

Robert Sanders, 158 Soleil Circle – Mr. Sanders preferred the first application stating it provided better screening for Soleil homeowners. He also had concerns with dedicated green space and preserving animal migration paths.

Martha Miller, 172 Soleil Circle – Ms. Miller also preferred the first application and shared concerns about multi-family units being too close to Soleil homes. Also, having worked for Colorado Department of Transportation (CDOT) for 20 years, Ms. Miller understands the importance of wildlife corridors. Also, she believes we are taking public land and giving it to the developer for profit.

Ryan May, 2037 Brush Creek Rd – Mr. May is not anti-development but he prefers the original approved PUD. He disagrees with changing development plans so that the developer can capitalize profits.

Gary Scanlon, 1720 Montgomerie Circle – Mr. Scanlon commented that when the 6.5 acres is gone, there will never be enough room for the school and Mountain Recreation to expand. He asked why we are rushing to give this land away when there won't be development there for another 3-4 years.

Amy Gornikiewicz & Peter Danforth, 106 Soleil Circle – Both are opposed to this application and feel the developer should proceed with the plans already approved. Their reasons include wasting the people's resources, concerns with splitting up the Mountain Recreation campus, increased traffic, disrupting animal migration corridors, no established timeline, and creating unattainable housing. Mr. Danforth also asked for Public Works to install way finding or no-entry signs around Haymeadow.

Cody Scott, 2941 Brush Creek Rd – Mr. Scott believes the developers should proceed with the approved plan.

Public comment closed at 7:23 PM.

Open Discussion

The Commission expressed mixed opinions. Majority of the Commission believe that the new application is still unable to satisfy all the conditions of approval and that we are prematurely trading a valuable piece of Town property. Commissioners Gregg and Townsend voiced concerns that the slow pace of the project could leave the 8-acre green space in Neighborhood C undeveloped and unusable until Phase 2, which has no clear timeline. Commissioner Webb agreed with this remark asking if this change aligns with the Town's long-term vision. Additionally, Commissioner Webb echoed citizen comments urging the developers to remain accountable to their original plans.

Commissioners Nutkins and Hoiland expressed their support for approving the new application and believe the developer has made an effort to satisfy Condition 2. The Town will gain increased public lands with the swap and by denying the application, we are prolonging the development process. Both the school district and Mountain Recreation have remained neutral on the topic therefore it is believed we are not disrupting their projects. Also, both Commissioners agreed that elk and deer herds can adapt to new migrations paths.

Chair Hood argued that Conditions 1-6 must be met. After briefly analyzing the six conditions, Chair Hood questioned the synergies of the land uses, quality of the 8-acre parcel, and if the public would receive equal immediate benefits as the developer.

Mr. Pylman advised that this needs to be a dynamic process and believes the new application now satisfies Condition 2. Mr. Pylman also said that if this application is not approved, it will be difficult to develop RMF1.

MOTION: COMMISSIONER ROBERT TOWNSEND MOTIONED TO DENY FILE # PUDA21-02 HAYMEADOW PUD AMENDMENT BASED ON THE APPLICATION'S INABILITY TO MEET CONDITION #2 OF SECTION 4.11.050 WHICH READS, "DOES NOT AFFECT IN A SUBSTANTIALLY ADVERSE MANNER EITHER THE ENJOYMENT OF LAND ABUTTING UPON, ADJOINING OR ACROSS A STREET FROM THE PLANNED UNIT DEVELOPMENT OR THE PUBLIC INTEREST."

MOTION WAS SECONDED BY COMMISSIONER LANI WEBB AND PASSED WITH A VOTE OF 4 IN FAVOR (HOOD, TOWNSEND, WEBB, GREGG) AND 2 OPPOSED (HOILAND AND NUTKINS).

Chair Hood closed file number PUDA21-02.

PUBLIC HEARINGS

2. Project: Appointment of Planning Commission Liaison to the Land Use and Development Code Update Committee.
 File #: LURA21-02
 Applicant: Town of Eagle, Staff
 Location: Town of Eagle
 Staff Contact: Chad Phillips, Community Development Director/Town Planner
 Request: Staff requests that the Planning & Zoning Commission appoint a new liaison to the Land Use and Development Code Update Committee to fill an existing vacancy.

Commissioner Hoiland volunteered to be the Planning Commission liaison to the Land Use and Development Code Update Committee.

MOTION: COMMISSIONER ROBERT TOWNSEND MOTIONED TO APPROVE THE APPOINTMENT. MOTION WAS SECONDED BY COMMISSIONER BILL NUTKINS AND PASSED WITH A VOTE OF 6 (HOOD, GREGG, HOILAND, NUTKINS, TOWNSEND, WEBB) IN FAVOR AND 0 OPPOSED.

Chair Hood closed file number LURA21-02.

COMMUNITY DEVELOPMENT DEPARTMENT AND TOWN COUNCIL UPDATE *Staff update to the Planning & Zoning Commission on recent work, upcoming files and decisions made by Town Council.*

1. Department and Council update

Mr. Wike contributed the following updates. First, the existing permit for rapid blocks at the River Park needs to be finalized with the Core of Engineers and installation should begin in 2022. The Public Works budget will account for additional installation phases. Next, the Alpine Lumber screening mural has been discussed with the Town Council and they expressed concerns about landscaping. Currently, the proposed project budget is \$200,000 though to complete the entire length of the property would increase the budget to \$500,000.

ADJOURN

MOTION: COMMISSIONER KYLE HOILAND MOTIONED TO ADJOURN. MOTION WAS SECONDED BY COMMISSIONER BILL NUTKINS AND PASSED WITH A VOTE OF 6 (HOOD, GREGG, HOILAND, NUTKINS, TOWNSEND, WEBB) IN FAVOR AND 0 OPPOSED.

MEETING ADJOURNED AT 8:05 PM.

APPROVED:

DATE:



Matthew Hood, Chairman



Nikki Davis, Administrative Tech II

Peyton Heitzman

From: Chad Phillips
Sent: Wednesday, October 6, 2021 2:35 PM
To: Peyton Heitzman
Subject: FW: Haymeadow land swap letter of opposition

For the packet

Chad Phillips, A.I.C.P.

Community Development Director/Town Planner

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9655, Fax: 970-328-5203

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: Mike Claymon <mikeclaymon@hotmail.com>
Sent: Tuesday, October 5, 2021 9:07 AM
To: Chad Phillips <chad.phillips@townofeagle.org>
Cc: Mike Claymon <mikeclaymon@hotmail.com>
Subject: Haymeadow land swap letter of opposition

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I oppose the Haymeadow 6.5 acre land swap proposal for the reasons below:

Colorado Parks and Wildlife (CPW) stated that the proposal of development of the 6.5-acre area would result in the loss of a Mule Deer migration corridor that could have severe impacts on the herd. P&Z members were saying that deer and elk will find their way, but CPW are the experts. Let's listen to them.

Approval of this proposal would limit any future expansion of the Mountain Recreation plans or the school plans.

Approval of this proposal would limit the TOE for future plans for the 6.5 acres.

Approval of this proposal would significantly impact the vision of the school/mtn rec hub that was envisioned by planners years ago.

When someone wants to pay for something and they don't have the money, they go to a bank and get a loan. There is no reason Haymeadow can't do that to fund building the water tank.

They are planning on building 25 units per year for the neighborhood A1 units and the newly proposed units which means the newly proposed units would not be available for 4-6 years at the earliest.

Item 2 of section SECTION 4.11.050 of the TOE code – This proposal is not in the public interest and adversely impacts the public interest because the options to do things with this land in the future will be dramatically limited.

Item 3 of section SECTION 4.11.050 of the TOE code – Because this proposal is not of any benefit to the public interest, the developer is the only one who benefits from this proposal.

Item 5 of section SECTION 4.11.050 of the TOE code – This proposal does constitute an open space plan that differs substantially in quantity or quality from that originally approved because it limits the options of what can be done with this open space adjacent to Mountain Rec and the school.

Please vote for DENIAL of this proposal.

Thank you,

Mike Claymon
116 Soleil Circle
Eagle, CO

September 30, 2021

Eagle Town Councilpersons,

Thank you for your service to our community and for your time in considering this letter.

As you know, the Eagle Chamber of Commerce *is a dynamic membership organization of community-minded businesses that work to promote a positive business environment, facilitate community betterment and support economic development in Eagle, Colorado and across Eagle County.*

With this mission in mind we, the Eagle Chamber of Commerce Board of Directors, offer the following letter of support for the Haymeadow PUD amendment application being reviewed by council on October 12, 2021.

After hearing a presentation by the applicant, reviewing associated material, and conversations with community members and representatives from the Mountain Recreation Board of Directors, we have determined that the benefits of approving the Haymeadow amendment application are consistent with our mission.

As you know, housing is one of the most critical issues facing our community today. It affects local businesses' ability to hire and retain a consistent workforce, creates frequent employee turnover and, in many cases, causes businesses to operate short staffed or to restrict business hours for lack of sufficient staff.

The addition of 72 units of previously approved multi-family density into Haymeadow's first phase not only provides more housing sooner (with additional LERP units), but also places those multi-family units in close proximity to the future school site and current and future Mountain Recreation facilities. In many cases, multi-family units are our workforce's first and best opportunity to begin homeownership. By providing this type of housing in our community we offer local workers the chance to live and work in Eagle.

The Eagle Chamber did not support the previous Haymeadow amendment application (Spring 2021) because of concerns regarding its impact on the proposed Mountain Recreation Expansion Plan and the future Eagle County School District school site. The current application appears to alleviate those concerns entirely and creates additional synergies by placing more residents immediately adjacent to recreational facilities and a school.

We also think that the applicant's earnest willingness to listen to the community, Planning Commission and Council and respond with a subsequent application that meets his needs for the development and honors community concerns is worth noting.

Beyond providing critical housing we would also like to note the other positive impacts to Eagle's economy, which include:

- achieving anticipated critical mass more quickly resulting in more households living in our community and stimulating local businesses
- Short term business impacts created by construction workers spending money in our community as Haymeadow begins and moves through vertical construction
- Building fees and taxes collected associated with an additional 72 units constructed in the near term
- The existing PUD Amendment is congruent with the proposed Mtn Rec Expansion Plan and supports its future role as an economic engine and recreational hub for the Town

We believe that approval of this application is to the overall benefit of the community. With that in mind, we hope you will approve the Haymeadow PUD Amendment Application on October 12, 2021.

Sincerely,

Eagle Chamber Board of Directors

From: Chad Phillips chad.phillips@townofeagle.org
Subject: FW: Haymeadow PUD Amendment (#2) Agency Referral (PUDA21-02)
Date: September 14, 2021 at 10:19 AM
To: Scott Schlosser Scottes@vail.net, Rick Pylman rick@pylman.com

CP

Chad Phillips, A.I.C.P.

Community Development Director/Town Planner

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9655, Fax: 970-328-5203

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From: Janet Bartnik <JBartnik@MountainRec.org>
Sent: Sunday, August 29, 2021 6:46 PM
To: Chad Phillips <chad.phillips@townofeagle.org>
Subject: RE: Haymeadow PUD Amendment (#2) Agency Referral (PUDA21-02)

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Chad –

I forwarded the referral request to the board members who had commented on the initial PUD amendment proposal from Haymeadow. They have reviewed this new amendment proposal and have no comments on this application.

Please let me know if you need more information from Mountain Rec.

Janet Bartnik, M.S., CPRP
EXECUTIVE DIRECTOR

Mountain Recreation
ACTIVE / HEALTHY / TOGETHER

(970) 688-7335 Direct
MountainRec.org

From: Chad Phillips <chad.phillips@townofeagle.org>
Sent: Monday, August 23, 2021 4:04 PM
To: Dennis Wike <dennis.wike@townofeagle.org>; Charlie Davis <charlie.davis@townofeagle.org>; Brian Hall <brian.hall@townofeagle.org>; Randel O. Cohen

<charlie.davis@townofeagle.org>, Brian Hall <brian.hall@townofeagle.org>, Randee Q. Cohen <rcohen@gefcpd.org>; Tyler Stonum <tstonum@townofeagle.org>; SANDRA MUTCHLER <sandra.mutchler@eagleschools.net>; Janet Bartnik <JBartnik@MountainRec.org>; Jill Kane <jill.kane@townofeagle.org>; Kendra Carberry <klc@hpwclaw.com>; Chad Phillips <chad.phillips@townofeagle.org>; Brandy Reitter <brandy.reitter@townofeagle.org>; Bill Shrum <bill.shrum@townofeagle.org>; brian.wodrich@state.co.us

Cc: Peyton Heitzman <peyton.heiztman@townofeagle.org>

Subject: Haymeadow PUD Amendment (#2) Agency Referral (PUDA21-02)

Importance: High

Hi Team!

This notice is to advise you that an application has been submitted for the following project:

- PUDA21-02 (a request to exchange 6.5 acres in the northeastern corner of the combined school/rec parcel for 8 acres of park space in Neighborhood C of Haymeadow and transferring 72 multi-family units from Neighborhoods B & C onto the 6.5-acre parcel).

The plans and associated documents you should need for your review comments are attached to this email and available on the Town's website through this [LINK](#). Hard copies are also available for review at the Community Development Department upon request. If you are missing/need anything further, let us know. If you have questions on what to review, please reach out to me as soon as possible.

Please review the information and forward any comments to me by **Monday, September 6, 2021**, so that we may give full consideration to your comments. Any response not received by this date may be deemed to be a positive response to the Town of Eagle.

If any agencies receive comment from members of the public please direct them to me or other Community Development staff.

Best regards,

Chad Phillips, A.I.C.P.

Community Development Director/Town Planner

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9655, Fax: 970-328-5203

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Peyton Heitzman

From: Chad Phillips
Sent: Tuesday, September 21, 2021 4:56 PM
To: Peyton Heitzman
Subject: FW: Haymeadow Land Swap Second Proposal

Chad Phillips, A.I.C.P.
Community Development Director/Town Planner TOWN OF EAGLE
200 Broadway, PO Box 609, Eagle Co 81631
Phone: 970-328-9655, Fax: 970-328-5203
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-----Original Message-----

From: Sue Baran <suebaran83@gmail.com>
Sent: Tuesday, September 14, 2021 5:19 PM
To: Chad Phillips <chad.phillips@townofeagle.org>
Subject: Haymeadow Land Swap Second Proposal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I live on Field Street directly across the Mountain Rec facility. I opposed the original land swap and oppose this updated version as well.

The developer is using the need for multi-family housing in Eagle as a reason to take advantage of the TOE with this inequitable land swap. To avoid future infrastructure costs for water that were known when the PUD was originally proposed and approved, they want to use land set aside for recreational purposes that was carefully planned for adjacent to the Mountain Rec, the bike park, and the future school and offer in its place a parcel down the road where future homes may or may not be built for many years. If their concern for lack of multi-family housing is genuine, then those units should be the first ones built as planned for in the original PUD. This new proposed section of units that will be stuffed into a small parcel may not change the density of the entire project but would change the density of the immediate surrounding area and will be a disjointed addition to the plan.

Thank you for your careful consideration of this proposal and please vote to deny this land swap deal.

Susan Baran
74 Field St.
Eagle, CO 81631

Peyton Heitzman

From: Chad Phillips
Sent: Monday, September 20, 2021 3:03 PM
To: Peyton Heitzman
Subject: FW: please forward to P & Z HayMeadow amendment

Chad Phillips, A.I.C.P.

Community Development Director/Town Planner

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9655, Fax: 970-328-5203

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From: Nikki Davis <nikki.davis@townofeagle.org>
Sent: Monday, September 20, 2021 2:39 PM
To: Kraige Kinney <fireladdy@gmail.com>
Cc: Chad Phillips <chad.phillips@townofeagle.org>
Subject: RE: please forward to P & Z HayMeadow amendment

Good afternoon Mr. Kinney,

Thank you for sharing your feedback regarding the Haymeadow application. I will ensure my Planning Team receives this comment to be included in the record.

My best,

Nikki Davis

Administrative Tech II

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9655, Fax: 970-328-9656

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:



From: Kraige Kinney <fireladdy@gmail.com>
Sent: Monday, September 20, 2021 2:13 PM
To: Nikki Davis <nikki.davis@townofeagle.org>
Subject: please forward to P & Z HayMeadow amendment

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Greetings,

Thank you for serving on the P&Z commission.

I support Abrika Properties PUD amendment.

My wife and I have lived in Eagle since 1988; I have served on numerous boards throughout Eagle County including the Town of Eagle Board of Trustees from 2004 to 2012. You have no doubt received numerous comments from the N.I.M.B.Y. community as to why you should oppose this swap and how the developer needs to stick to their original plan. The initial approvals in 2014 may have fit the needs of the Town at that time but they are out of sync now. During 2014 the median real estate sales price in Eagle was \$480,000. As of June 2021, the median home cost is \$836,000(Vail Valley Economic Development). The Eagle County Assessor has indicated that next spring's assessment will reflect an additional 30 to 34% increase in values in Eagle. We are in need of additional affordable housing stock that is a combination of housing types. This proposal provides that mixture. Additionally, the developer has committed to deed-restricting 10% of the units on the proposed land exchange for local residents. As a current board member of Greater Eagle Fire Protection District we are in desperate need of affordable housing options for Police, Fire, and EMS personnel in Eagle and throughout the county. This would help fulfill that need.

Recently, the Eagle Town Council decided to not adopt the Climate Action Plan because the Council felt the town could more aggressively meet the goals of the plan on our own. In order to do that the town will need to utilize actions instead of words. One of the actions that are constantly proposed to providing sustainability is to utilize smart land-use practices. Increased density close to a town center is usually one of the first principles applied. Having people and services close together *increases* liveability and walkability in the neighborhood and should be adopted.

The proposed amendment meets the following goals of the ELEVATE EAGLE plan.

GOAL 1-1. PROMOTE A WIDE RANGE OF ATTAINABLE HOUSING OPPORTUNITIES FOR YOUNG ADULTS, FAMILIES, AGING RESIDENTS, WORKFORCE, AND OTHERS.

1-1.3. Stimulate the creation of workforce housing through town policies, incentives, and regulatory procedures. Collaborate with community partners and the private sector to expand the reach of Eagle's workforce housing efforts.

2-8.2. Encourage clustering to balance conservation and development objectives so that wildlife habitat, views and sensitive environmental areas are preserved.

4-3.6. Encourage site designs and alternative transit incentives that reduce the demand for automobile trips in the area.

5-1.4. Promote the development of compact neighborhoods in close proximity to public transit options, and allowing increased residential, retail, and mixed-use densities in areas close to transit stop.

Please vote YES to the proposed amendment.

Thank you,

Peyton Heitzman

From: Chad Phillips
Sent: Monday, September 20, 2021 11:05 AM
To: Peyton Heitzman
Subject: FW: New Proposed Haymeadow Land Swap
Attachments: Haymeadow letter.pdf

Chad Phillips, A.I.C.P.

Community Development Director/Town Planner

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9655, Fax: 970-328-5203

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From: Planning Department <Planning@townofeagle.org>
Sent: Monday, September 20, 2021 10:29 AM
To: Gary Scanlon <gscan49@hotmail.com>
Cc: ALL COUNCIL <allcouncil@townofeagle.org>; Chad Phillips <chad.phillips@townofeagle.org>
Subject: RE: New Proposed Haymeadow Land Swap

Good morning Mr. Scanlon,

Thank you for sharing your letter and feedback regarding the Haymeadow application. I will ensure my Planning Team receives this comment to be included in the record.

My best,

Nikki Davis

Administrative Tech II

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9655, Fax: 970-328-9656

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: Gary Scanlon <gscan49@hotmail.com>

Sent: Saturday, September 18, 2021 10:14 AM

To: Planning Department <Planning@townofeagle.org>; ALL COUNCIL <allcouncil@townofeagle.org>

Subject: New Proposed Haymeadow Land Swap

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To Town of Eagle officials,

The residents of Eagle are wondering why you would consider trading a valuable piece of Town-owned land to the Haymeadow developer for an almost worthless hay field.

The 6.5 acre parcel has many future potential uses, while the 8.0 acre parcel will probably not have access or utilities for twenty years if ever. You need to tell the Town residents what alternative you have explored and what you intend to do with the 8.0-acre property and how you will assure us that the property will have access and utilities. Will you require the Haymeadow developer to post a bond in the amount of the cost to provide infrastructure to the 8.0-acre property? Surely the cost to provide infrastructure will exceed \$5 million. Will the developer put this amount in escrow until the property is usable?

Will you consider the options listed in the attached letter?

Thank you for your consideration.

Gary Scanlon
Eagle, CO

YOUR AD HERE »

Letter: Eagle officials need to wake up

Opinion [FOLLOW OPINION](#) | September 15, 2021

The Haymeadow developer is at it again. After being turned down in his efforts to acquire the town of Eagle's site for a future school, the developer now wants to acquire 6.5 acres of the Town's land which is designated as a future site for Mountain Recreation.

The developer is playing the "workforce housing" card and hopes that the town will blindly approve his proposal in return for "promising" to build a small percentage of units which will be affordable. The developer is proposing to trade an undeveloped 8-acre hay field for the town's fully developed, shovel-ready site which, when zoned for apartments, is worth considerably more.

It is imperative that Eagle residents require that town officials do the right thing. The 8 acres that the developer is offering to trade is of absolutely no use to the Town's residents or to Mountain Recreation. Therefore the town officials must give due consideration to the following options:

- If a multifamily project is what is best for the town, then officials should sell the land to the highest bidder (not trade it for useless property). The proceeds of a sale could be given to Mountain Recreation instead of asking for a tax increase to pay for Mountain Recreation's planned expansion.
- If the town ultimately decides that an affordable workforce housing project is best for the site, then officials should take the lead in the development of the site and make sure that 100% of the units built on the site are affordable and deed-restricted. Don't settle for a developer-owned project with only a few affordable units.

The town will be considering the developer's proposal and the rezoning of the Town's land at several meetings in September and October. Any Eagle town official who votes in favor of trading valuable town property for a useless hay field should be investigated. If the Town Council is foolish enough to take action to approve such a lopsided trade, Eagle residents should file for a referendum and possibly a recall of the irresponsible officials.

Gary Scanlon



Participate in The Longevity Project

The Longevity Project is an annual campaign to help educate readers about what it takes to live a long, fulfilling life in our valley. This year Kevin shares his story of hope and celebration of life with his presentation *Cracked, Not Broken* as we explore the critical and relevant topic of mental health.

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Eagle

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TOWN OF EAGLE, COLORADO
ORDINANCE NO. 13
(Series of 2021)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A MAJOR PUD AMENDMENT TO SWAP APPROXIMATELY 6.5 ACRES
OF THE RECREATIONAL LAND PORTION OF TRACT E FOR MULTI-FAMILY
DEVELOPMENT AND TO DEDICATE AN 8 ACRE PARCEL FOR FUTURE
RECREATIONAL USES FOR THE HAYMEADOW PUD

WHEREAS, ABRIKA Properties, LLC and the Town own the real property located in Tracts E, 37, 38, 44, 55, 59, 61, 62 and 63, Town of Eagle, Eagle County, Colorado (the "Property");

WHEREAS, on August 26, 2021, Rick Pylman (the "Applicant") submitted an application for a major amendment to the PUD to exchange or swap approximately 6.5 acres of Tract E for 8 acres of land within Neighborhood C (the "Application");

WHEREAS, on September 21, 2021, the Planning and Zoning Commission held a properly-noticed public hearing on the Application and recommended that the Town Council deny the application;

WHEREAS, on October 12, 2021, the Town Council held a properly-noticed public hearing on the Application; and

WHEREAS, the Town Council, upon reviewing the recommendation of the Planning and Zoning Commission, and upon hearing the statements of staff and the public, and giving due consideration to the matter, determines as provided below.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, AS FOLLOWS:

Section 1. The Town Council finds that the Application complies with 4.11 of the Land Use and Development Code and the 2020 Elevate Eagle Comprehensive Plan.

Section 2. Based on the foregoing findings, the Town Council hereby approves the major PUD amendment to swap 6.5 acres of the recreational site for 8 acres of land in Neighborhood C, subject to the following conditions:

1. The PUD amendment shall include:
 - a. The applicant obtaining 6.5 acres of Tract E in exchange for the dedication of 8 acres to the Town of Eagle in Neighborhood C for recreational purposes as described in the Haymeadow PUD Guide.
 - b. Transference of 72 multifamily units from Neighborhoods B and C to Neighborhood A1.

- c. The 72 transferred units shall include an additional 10% deed restricted units limiting them to occupancy by Town of Eagle residents.
 - d. Other approved elements as described in the applicant's narrative or as reflected in the Town Council minutes.
2. Prior to conveyance of the 6.5-acre portion of Tract E from the Town of Eagle to Abrika; The Town of Eagle and Abrika shall enter into an agreement outlining Abrika's timing and commitment to extend road and utility improvements to the proposed 8-acre recreation site.
3. Prior to submittal of the Final Plat application or a Development Permit application (or the next step in the PUD approval process), the applicant shall work with Town Staff and Attorneys to determine whether the Annexation and Development Agreement is required to be amended.
4. Prior to submittal of a Final Plat application or a Development Permit application (or the next step in the PUD approval process), the applicant shall work with Colorado Parks and Wildlife and create a Wildlife Mitigation Plan.
5. All additional details associated with the LERP units shall be evaluated at the time of the Major Development Permit review (or the next step in the PUD approval process).
6. Included with the application for a Development Permit (or the next step in the PUD approval process), developer shall submit a Joint Excavation Plan to comply with the Town's recently passed Joint Excavation Ordinance, identifying the steps taken to install conduits and their dedication for future broadband utilities planning to serve the development.
7. Included with the application for a Development Permit (or the next step in the PUD approval process), developer shall submit documentation detailing potable water and non-potable water changes in use, quantity, pressure, etc. expected from the proposed use changes, especially as it relates to irrigation.
8. The Sylvan Lake/Brush Creek on-site roundabout will need to be constructed including the realignment of both Brush Creek Rd and Sylvan Lake Rd into the roundabout. This work will need to be completed before the first multifamily Certificate of Occupancy is issued.
9. Included in the application for the Final Plat, the applicant shall document the age of all reports referenced in the PUD amendment application, disclose what assumptions of these studies are no longer accurate, include new data (if available), and submit new or updated reports if needed.
10. In the application for Development Permit (or the next step in the PUD approval

process) the applicant shall provide documentation that the existing on and off-site stormwater system of pipes, ditches, basins, etc. are capable of accommodating the flow for any new development.

INTRODUCED, READ, PASSED AND ADOPTED ON OCTOBER 12, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From:

Date: October 12, 2021

Agenda Item: Resolution No. 69, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Town of Eagle Code of Conduct and Ethics Approving the Colorado Opioids Settlement Memorandum of Understanding and the Associated Colorado Subdivision Escrow Agreement and Subdivision Participation Forms"

REQUEST:

BACKGROUND:

ANALYSIS:

COMMUNITY INPUT:

BUDGET / STAFF IMPACT:

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

RECOMMENDED ACTION OR PROPOSED MOTION:

ATTACHMENTS:

1. 2 Colorado Opioid MOU Summary
2. 1 Colorado Opioid MOU
3. 3 Colorado Opioid MOU FAQ
4. 6 Local Government Opioid Escrow Agreement
5. 4 Johnson & Johnson - Janssen Opioid Settlement Participation Form
6. 5 Distributor Opioid Settlement Participation Form
7. Resoluiton No. 69 - Opioid Settlement_

Colorado Opioids Settlement Memorandum of Understanding

Summary

Below is a brief overview of the key provisions outlined in the Colorado Opioids Settlement Memorandum of Understanding (“Colorado MOU”). The Colorado MOU was signed by Colorado Attorney General Phil Weiser on August 26, 2021. In order to receive the full settlement payments for all of Colorado, strong participation by local governments signing on to the Colorado MOU is necessary.

Local governments and the State prepared the Colorado MOU, which prioritizes regionalism, collaboration, and abatement in the sharing and distribution of opioid settlement funds. The points below summarize the framework laid out in the Colorado MOU for distributing and sharing opioids settlement proceeds throughout Colorado. Please see the full Colorado MOU and exhibits for additional details.

While Colorado’s local governments are currently being asked to participate in recent settlements with the “Big 3” Distributors (AmerisourceBergen, Cardinal Health, and McKesson) and Johnson & Johnson, the Colorado MOU is intended to apply to all current and future opioid settlements.

A. Allocation of Settlement Funds

The Colorado MOU provides the framework for fairly dividing and sharing settlement proceeds among the state and local governments in Colorado. Under the Colorado MOU, settlement proceeds will be distributed as follows:

- 1. 10% directly to the State (“State Share”)**
- 2. 20% directly to Participating Local Governments (“LG Share”)**
- 3. 60% directly to Regions (“Regional Share”)**
- 4. 10% to specific abatement infrastructure projects (“Statewide Infrastructure Share”)**

Under the Colorado MOU, all settlement funds must be used only for “Approved Purposes,” a long and broad list that focuses on abatement strategies. These strategies emphasize prevention, treatment, and harm reduction. Some examples of these strategies include training health care providers on opioid use disorder (“OUD”) treatment and responsible prescribing, expanding telehealth and mobile services for treatment, and increasing naloxone and rescue breathing supplies. The list of Approved Purposes is broad enough to be flexible for local communities, while ensuring that settlement funds are used to combat the opioid epidemic. The list of Approved Purposes is attached as Exhibit A to the MOU, unless the term is otherwise defined in a settlement.

B. General Abatement Fund Council

A General Abatement Fund Council (the “Abatement Council”), consisting of representatives appointed by the State and Participating Local Governments, will ensure that the distribution of opioid funds complies with the terms of any settlement and the terms of the Colorado MOU. The Abatement Council will consist of 13 members, seven appointed by the State and six appointed by the Participating Local Governments.

C. Local Government Share (20%)

Twenty percent of settlement funds will be paid directly to Participating Local Governments. Exhibit D to the Colorado MOU lists the percentage to each County Area (that is, the county government plus the municipalities within that county), and Exhibit E further breaks down those allocations to an intracounty level using a default allocation.

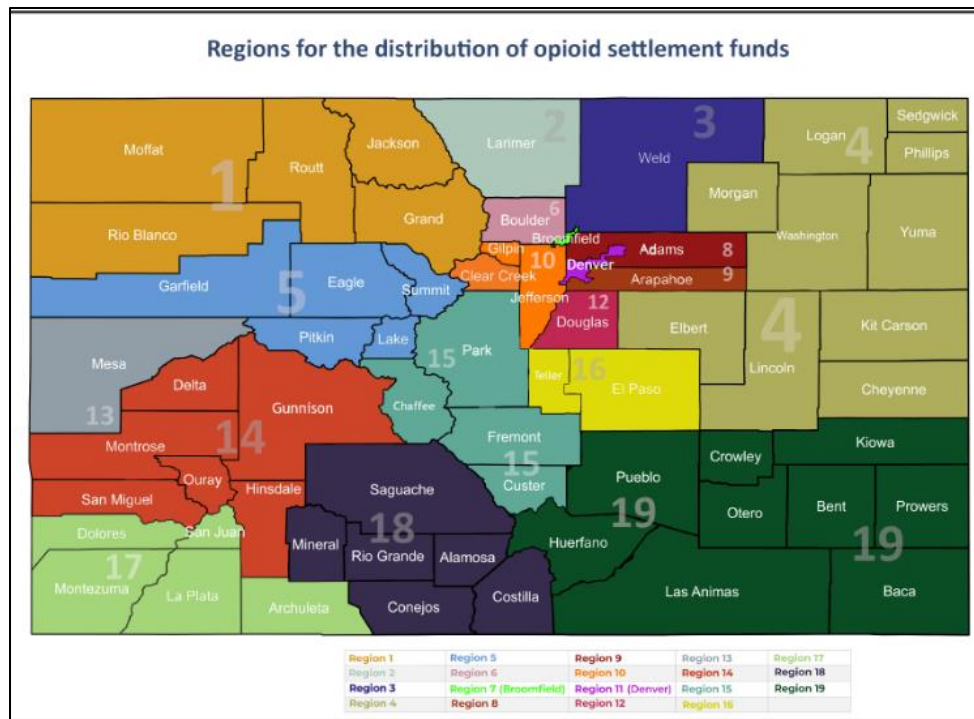
The allocations to each County Area in Exhibit D are based on three factors that address critical causes and effects of the opioid crisis: (1) the number of persons suffering opioid use disorder in the county; (2) the number of opioid overdose deaths that occurred in the county; and (3) the amount of opioids distributed within the county.

The intracounty allocations in Exhibit E are a default allocation that will apply unless the local governments in a County Area enter into a written agreement providing for a different allocation. These allocations are based on a model, developed by health economist experts, which uses data from the State and Local Government Census on past spending relevant to opioid abatement.

Participating Local Governments will provide data on expenditures from the LG Share to the Abatement Council on an annual basis. If a local government wishes, it may forego its LG Share and direct it to the Regional Share. A local government that chooses not to participate or sign onto the Colorado MOU will not receive funds from the LG Share and the portion of the LG Share that it would have received will instead be re-allocated to the Regional Share for the region where that local government is located.

D. Regional Share (60%)

Sixty percent of settlement funds will be allocated to single- or multi-county regions made up of local governments. These regions were drawn by local governments to make use of existing local infrastructure and relationships. The regional map is shown below, as well as in Exhibit C to the Colorado MOU:



Allocations to regions will be calculated according to the percentages in Exhibit F. Each region will create its own “Regional Council” to determine what Approved Purposes to fund with that region’s allocation from the Regional Share. Regional governance models are attached to the Colorado MOU as Exhibit G. Each region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate, subject to the terms of the Colorado MOU. Each Regional Council will provide expenditure data to the Abatement Council on an annual basis.

A local government that chooses not to participate or sign onto the Colorado MOU shall not receive any opioid funds from the Regional Share and shall not participate in the Regional Councils.

E. State Share (10%)

Ten percent of settlement funds will be allocated directly to the State for statewide priorities in combating the opioid epidemic. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado. On an annual basis, the State shall provide all data on expenditures from the State Share, including administrative costs, to the Abatement Council.

F. Statewide Infrastructure Share (10%)

Ten percent of the settlement funds will be allocated to a Statewide Infrastructure Share to promote capital improvements and provide operational assistance for the development or improvement of infrastructure necessary to abate the opioid crisis anywhere in Colorado.

The Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for local governments or regions to apply for opioid funds from the Statewide Infrastructure Share.

G. Attorneys' Fees and Expenses Paid Through a Back-Stop Fund

To a large extent, the national opioid settlements occurred because of the pressure that litigating entities and their counsel exerted on defendants through their lawsuits. The attorneys' fee provision equitably allocates the cost of attorneys' fees, while also allowing non-litigating entities to share in the 25% premium for releases by the litigating entities in the "Big 3" Distributor and Johnson & Johnson settlements. The work that was done by the litigating entities and their law firms in the litigation has substantially contributed to achieving the settlements that are currently being offered and those that are anticipated in the future.

The Attorney General and local governments have agreed to a "Back-Stop Fund" for attorneys' fees and costs. Before a law firm can apply to the Back-Stop Fund, it must first apply to any national common benefit fee fund. The Back-Stop Fund will only be used to pay the difference between what law firms are owed and the amount they have received from a national common benefit fee fund.

Attorneys' fees are limited to 8.7% of the total LG Share and 4.35% of the total Regional Share. No funds will be taken from the Statewide Infrastructure Share or State Share.

A committee will be formed to oversee payments from the Back-Stop Fund. The committee will include litigating and non-litigating entities. Importantly, any excess money in the Back-Stop fund, after attorneys' fees and costs are paid, will go back to the local governments.

H. Participation in the Colorado MOU and Expected Timeline

The MOU was designed to ensure that as many local governments as possible would agree to its terms. Strong participation from local governments is needed to receive the full settlement payments for all of Colorado. On August 26, 2021, Colorado Attorney General Phil Weiser signed the MOU. It is projected that settlement funds from the "Big 3" Distributor/Johnson & Johnson settlements could be made available as soon as July 2022 and will be distributed within Colorado according to the MOU.

Along with the MOU, each local government will need to sign a Subdivision Settlement Participation Form for each of the settlements (the "Big 3" Distributor settlement and the Johnson & Johnson settlement) releasing their legal claims and stating they are participating in the settlements. In addition, a Colorado Subdivision Escrow Agreement should be signed to ensure legal claims are released only when 95% participation by certain local governments has been reached. That 95% participation threshold is important because it triggers certain amounts of incentive payments under the settlements and signals to the settling pharmaceutical companies that the settlements have wide acceptance.

A copy of the MOU with signature pages for each local government, the Subdivision Settlement Participation Forms, and the Colorado Subdivision Escrow Agreement will be

provided by the Attorney General’s Office. The documents should be executed by the individual or body with authority to do so on behalf of their respective county or municipality and submitted by mail or email to either CCI or CML at the following addresses:

<u>For Counties:</u> Colorado Counties, Inc. 800 Grant, Ste 500 Denver, CO 80203 Email: Kiley Burress at KBurress@ccionline.org Katie First at KFirst@ccionline.org	<u>For Municipalities:</u> Colorado Municipal League 1144 N. Sherman St. Denver, CO 80203 Email: opioidsettlement@cml.org
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If you have any questions, please reach out to Heidi Williams of the Colorado AG’s office at Heidi.Williams@coag.gov.

**COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING
("MOU")**

Thursday, August 26, 2021

August 25, 2021 Attorney General version

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic as identified by the terms of any Settlement. If a Settlement is silent on Approved Purpose(s), then Approved Purpose(s) shall mean those forward-looking strategies to abate the opioid epidemic identified in **Exhibit A** or any supplemental forward-looking abatement strategies added to **Exhibit A** by the Abatement Council. Consistent with the terms of any Settlement, "Approved Purposes" shall also include the reasonable administrative costs associated with overseeing and administering Opioid Funds from each of the four (4) Shares described in Section (B)(2). Reimbursement by the State or Local Governments for past expenses are not Approved Purpose(s). "Approved Purposes" shall include attorneys' fees and expenses incurred in the course of the opioid litigation that are paid through the process discussed below.
2. "County Area" shall mean a county in the State of Colorado plus the Local Governments, or portion of any Local Government, within that county.
3. "Effective Date" shall mean the date on which a court of competent jurisdiction, including any bankruptcy court, enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger the formation of the Abatement Council in Section (C) and the Regional Councils in Section (F)(5).¹
4. "General Abatement Fund Council," or "Abatement Council," shall have the meaning described in Section (C), below.

¹ For the avoidance of doubt, the McKinsey Settlement and any other Settlement that precedes the finalization of drafting this MOU are not considered a trigger for purposes of the calculation of "Effective Date."

5. “Local Government(s)” shall mean all counties in the State of Colorado and the municipalities, towns, and county and city municipal corporations that are listed in **Exhibit B**.
6. “National Opioid Settlement Administrative Fund” shall mean any fund identified by a Settlement for the national distribution of Opioid Funds.
7. “Opioid Funds” shall mean damage awards obtained through a Settlement.
8. “Opioid Settling Defendant” shall mean any person or entity, or its affiliates, that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
9. “Participating Local Government(s)” shall mean all Local Governments that sign this MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s). For the avoidance of doubt, a Local Government must sign this MOU to become a “Participating Local Government.” Local Governments may designate the appropriate individual from their entity to sign the MOU.
10. “Party” or “Parties” shall mean the State and/or Participating Local Government(s).
11. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).
12. “Regional Council” shall have the meaning described in Section (F)(5), below.
13. “Settlement” shall mean the negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, “Settlement” shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant.
14. “The State” shall mean the State of Colorado acting through its Attorney General and the Colorado Department of Law.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be held in accordance with the terms of any Settlement. If a Settlement allows Opioid Funds to be held in a National Opioid Settlement Administrative Fund, then Opioid Funds shall be held in such National Opioid Settlement Administrative Fund. If a Settlement does not allow for Opioid Funds

to be held in a National Opioid Settlement Administrative Fund, Opioid Funds shall be held in a Colorado-specific QSF Account or, under the following limited circumstances, in the State's Custodial Account: 1) if at the time of a Settlement, a Colorado-specific QSF Account is not yet established, although in such case, the Opioid Funds shall be transferred to the Colorado-specific QSF Account once it is established or 2) where the Abatement Fund Council determines Opioids Funds cannot be legally held in a Colorado-specific QSF Account. Regardless of whether Opioid Funds are held in a National Administrative Fund, a Colorado-specific QSF Account, or in the State's Custodial Account, the Abatement Council shall appoint one of its members to serve as the point of contact in accordance Section (C)(4)(b)(i), below.

2. All Opioid Funds, at the time of a Settlement or at the time designated in the Settlement documents, shall be divided and distributed as follows:²
 - a. **10%** directly to the State ("State Share") for Approved Purposes in accordance with Section (D), below;
 - b. **20%** directly to Participating Local Governments ("LG Share") for Approved Purposes in accordance with Section (E), below;
 - c. **60%** directly to Regions ("Regional Share") for Approved Purposes in accordance with Section (F), below; and
 - d. **10%** to specific abatement infrastructure projects ("Statewide Infrastructure Share") for Approved Purposes in accordance with Section (G), below.
3. Distribution of the Shares in Section B(2)(a) – (d) shall be direct, meaning that funds held in accordance with Section B(1) shall be disbursed directly to the State, Participating Local Governments, Regions, and the Statewide Infrastructure Share according to the terms of this MOU.
4. All Opioid Funds, regardless of allocation, shall be used for Approved Purposes.
5. Participating Local Governments may elect to share, pool, or collaborate with their respective allocation of the LG or Regional Shares in any manner they choose, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

C. General Abatement Fund Council

1. A General Abatement Fund Council (the "Abatement Council"), consisting of representatives appointed by the State and Participating Local Governments, shall

² This MOU treats multi-county health departments as county health departments for purposes of allocation and distribution of abatement proceeds and therefore multi-county health departments shall not receive any Opioid Funds directly. Third-Party Payors ("TPPs") are not Parties to this MOU.

be created to ensure the distribution of Opioid Funds complies with the terms of any Settlement and to provide oversight of the Opioid Funds in accordance with the terms of this MOU.

2. **Membership:** The Abatement Council shall consist of the following thirteen (13) members, who shall serve in their official capacity only.

a. **State Members:** Seven (7) members shall be appointed by the State, as authorized volunteers of the State, as follows:

- (i) A Chair to serve as a non-voting member, except in the event of a tie;
- (ii) Two (2) members who are licensed professionals with significant experience in substance use disorders;
- (iii) Three (3) members who are professionals with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or government administration related to substance use disorders; and
- (iv) One (1) member or family member affected directly by the opioid crisis.

b. **Local Government Members:** Six (6) members shall be appointed by the Participating Local Governments. Local Government Members shall be a County Commissioner, Mayor, City or Town Council Member, or a professional with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or governmental administration related to substance use disorders. A Participating Local Government may determine which Local Government Members are eligible (or ineligible) to serve on the General Abatement Fund Council. County Commissioners, City or Town Council Members, and/or Mayors from the Regions identified in **Exhibit C** shall collaborate to appoint Local Government Members as follows:

- (i) Two (2) Members from Regions 1, 5, 13, 14, 15, 17, 18;
- (ii) Two (2) Members from Regions 2, 6, 7, 8, 9, 10, 11, 12, 16; and
- (iii) Two (2) Members from Regions 3, 4, 19.

c. **Terms:** The Abatement Council shall be established within ninety (90) days of the Effective Date. In order to do so, within sixty (60) days of the Effective Date, the State shall appoint the State Members in accordance with Section (C)(2)(a), and after conferral with the Local Governments, CCI and CML shall jointly appoint six (6) Local Government Members for an initial term not to exceed one year. Thereafter, Members shall be

appointed in accordance with this Section and Sections (C)(2)(a) and (b) and may serve no more than two (2) consecutive two-year terms, for a total of four (4) consecutive years. Except that, beginning in the second year only, two (2) State Members and two (2) Local Government members shall be appointed for a three-year term and may serve one consecutive two-year term thereafter. The Chair shall have no term but may be replaced at the State's discretion.

- (i) If a State or Local Government Member resigns or is otherwise removed from the Abatement Council prior to the expiration of their term, a replacement Member shall be appointed within sixty (60) days in accordance with Sections (C)(2)(a) and (b).
- (ii) If a Local Government Member vacancy exists for more than sixty (60) days, the State shall appoint a replacement Local Government Member to serve until the vacancy is filled in accordance with Section (C)(2)(b).

- 3. **Duties:** The Abatement Council is primarily responsible for ensuring that the distribution of Opioid Funds complies with the terms of this MOU. The Abatement Council is also responsible for oversight of Opioid Funds from the Regional Share in accordance with Section (F), below, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share in accordance with Section (G) below.
- 4. **Governance:** The Abatement Council shall draft its own bylaws or other governing documents, which must include appropriate conflict of interest and dispute resolution provisions, in accordance with the terms of this MOU and the following principles:
 - a. **Authority:** The Abatement Council does not have rulemaking authority. The terms of this MOU and any Settlement, as entered by any court of competent jurisdiction, including any bankruptcy court, control the authority of the Abatement Council and the Abatement Council shall not stray outside the bounds of the authority and power vested by this MOU and any Settlement.
 - b. **Administration:** The Abatement Council shall be responsible for an accounting of all Opioid Funds. The Abatement Council shall be responsible for releasing Opioid Funds in accordance with Section (B)(1) for the Regional and Statewide Infrastructure Shares in Sections (B)(2)(c) and (d) and shall develop policies and procedures for the release and oversight of such funds in accordance with Sections (F) and (G). Should the Abatement Council require assistance with providing an accounting of Opioid Funds, it may seek assistance from the State.

- (i) The Abatement Council shall appoint one of its members to serve as a point of contact for the purpose of communicating with the entity holding Opioid Funds in accordance with Section (B)(1) and in that role shall only act as directed by the Abatement Council.
- c. **Transparency:** The Abatement Council shall operate with all reasonable transparency and operate in a manner consistent with all Colorado laws relating to open records and meetings regardless of whether the Abatement Council is otherwise obligated to comply with them.
 - (i) The Abatement Council shall develop a centralized public dashboard or other repository for the publication of expenditure data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G).
 - (ii) The Abatement Council may also require outcome related data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G) and may publish such outcome related data in the centralized public dashboard or other repository described above. In determining which outcome related data may be required, the Abatement Council shall work with all Parties and Regional Councils to identify appropriate data sets and develop reasonable procedures for collecting such data sets so that the administrative burden does not outweigh the benefit of producing such outcome related data.
 - (iii) For purposes of funding the centralized public dashboard or other repository described above, the Abatement Council shall make good faith efforts to seek funding from outside sources first, otherwise the State shall provide such funding.
- d. **Collaboration:** The Abatement Council shall facilitate collaboration between the State, Participating Local Governments, Regional Councils, and other stakeholders for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.
- e. **Decision Making:** The Abatement Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, unless otherwise required in this MOU, the Abatement Council shall make decisions by a majority vote of its Members. The Chair shall only vote in the event of a tie.
- f. **Due Process:** The Abatement Council shall develop the due process procedures required by Section (G)(3)(d) for Parties to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council

shall also abide by the due process principles required by Section (F)(12)-(13) for Regions to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Regional Share.

- g. **Legal Status:** The Abatement Council shall not constitute a separate legal entity.
- h. **Legal Representation:** To the extent permitted by law, the State shall provide legal counsel to State Members for all legal issues arising from those State Members' work on the Abatement Council. At all times, Local Government Members of the Abatement Council are entitled to receive legal representation from their respective governmental entities. In the event of a conflict, the Abatement Council and its members may retain the services of other legal counsel.
- i. **Compensation:** No member of the Abatement Council shall be compensated for their work related to the Abatement Council.

D. State Share

- 1. In accordance with Sections (B)(1) and (B)(2)(a), and the terms of any Settlement, the State Share shall be paid directly to the State in accordance with the terms of this Section (D).
- 2. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado, however, the State Share shall be used for Approved Purposes only. The State will work to reduce administrative costs as much as practicable.
- 3. On an annual basis, as determined by the Abatement Council, the State shall provide all expenditure data, including administrative costs, from the State Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require the State to provide additional outcome-related data in accordance with Section (C)(4)(c)(ii) and the State shall comply with such requirements.
- 4. If the State disputes the amount of Opioid Funds it receives from the State Share, the State shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the State's right to seek recoupment of any deficiency in its State Share.

E. LG Share

- 1. In accordance with Sections (B)(1) and (B)(2)(b), and the terms of any Settlement, the LG Share shall be paid directly to Participating Local Governments in accordance with the terms of this Section (E).

2. Allocations to Participating Local Governments from the LG Share shall first be determined using the percentages shown in **Exhibit D**.
3. The LG Share for each County Area shall then be allocated among the county and the other Participating Local Governments within it. **Exhibit E** reflects the default allocation that will apply unless the Participating Local Governments within a County Area enter into a written agreement providing for a different allocation. The Participating Local Governments may elect to modify the allocation for a County Area in **Exhibit E**, but such modification to the allocation in **Exhibit E** shall not change a County Area's total allocation under Section (E)(2).
4. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation from the LG Share. The portion of the LG Share that would have been allocated to a Local Government that is not a Participating Local Government will instead be re-allocated to the Regional Share for the Region where the Local Government is located, in accordance with Section (F), below.
5. In the event a Participating Local Government dissolves or ceases to exist during the term of any Settlement, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Regional Share for the Region in which the Participating Local Government was located, in accordance with Section (F). If a Participating Local Government merges with another Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the successor Participating Local Government's allocation of the LG Share. If a Participating Local Government merges with a Local Government that is not a Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Region in which the merging Participating Local Government was located, in accordance with Section (F), below.
6. A Participating Local Government may forego its allocation of the LG Share and direct its allocation to the Regional Share for the Region where the Participating Local Government is located, in accordance with Section (F) below, by affirmatively notifying the Abatement Council on an annual basis of its decision to forego its allocation of the LG Share. A Participating Local Government's election to forego its allocation of the LG Share shall carry over to the following year unless the Participating Local Government notifies the Abatement Council otherwise. If a Participating Local Government elects to forego its allocation of the LG Share, the Participating Local Government shall be excused from the reporting requirements required by Section (E)(8).
7. Participating Local Governments maintain full discretion over the distribution of their allocation of the LG Share anywhere within the State of Colorado, however,

all Participating Local Governments shall use their allocation from the LG Share for Approved Purposes only. Reasonable administrative costs for a Participating Local Government to administer its allocation of the LG Share shall not exceed actual costs or 10% of the Participating Local Government's allocation of the LG Share, whichever is less.

8. On an annual basis, as determined by the Abatement Council, all Participating Local Governments shall provide all expenditure data, including administrative costs, from their allocation of the LG Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require Participating Local Governments to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and all Participating Local Governments shall comply with such requirements.
9. If any Participating Local Government disputes the amount of Opioid Funds it receives from its allocation of the LG Share, the Participating Local Government shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its LG Share.

F. Regional Share

1. In accordance with Sections (B)(1) and (B)(2)(c), and the terms of any Settlement, the Regional Share shall be paid to the Regions in accordance with the terms of this Section (F).
2. Participating Local Governments shall organize themselves into the Regions depicted in **Exhibit C**. Municipalities located in multiple Regions may join all or some of the Regions in which they are located according to **Exhibit C**.
3. Allocations to Regions will be distributed according to **Exhibit F**. For multi-county Regions, each Region's share listed in **Exhibit F** is calculated by summing the individual percentage shares listed in **Exhibit D** for the counties within that Region. The percentages in **Exhibit F** are based on the assumption that every Local Government in each Region becomes a Participating Local Government.
4. In the event a city, town, or other municipality that is a Participating Local Government merges, dissolves, or ceases to exist during the term of any Settlement, the allocation of the Regional Share owed to the Region in which that Participating Local Government existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with another county within its Region, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with a county in a different Region during the term of

any Settlement, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the Region in which that Participating Local Government merged in accordance with **Exhibit F**.

5. Each Region must create its own Regional Council while giving consideration to the regional governance models illustrated in **Exhibit G**. The Regional Council must be formed by the Participating Local Governments within the Region and each Regional Council shall designate a fiscal agent for the Region. Regional fiscal agents shall be county or municipal governments only. All funds from the Regional Share shall be distributed to the Regional Council's identified fiscal agent for the benefit of the entire Region.
 - a. Subject to this Section F(5), each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. However, each voting member of a Regional Council shall be an employee or elected official of a Participating Local Government within the applicable Region. In the case of Denver, the voting members of its Regional Council shall be appointed by the Mayor. In the case of Broomfield, the voting members of its Regional Council shall be appointed by the Broomfield City and County Manager.
 - b. The Region shall not receive any Opioid Funds from the Regional Share until the Region certifies to the Abatement Council that its Regional Council has been formed and a fiscal agent has been designated. Such certification shall be in a simple form adopted by the Region and may be made via email, so long as it includes the names and affiliations of the Regional Council's members and the designated fiscal agent.
 - c. If a Region does not form and certify its Regional Council and designate its fiscal agent within one-hundred and eighty (180) days of the Effective Date, the Abatement Council shall appoint members to the Region's Regional Council. Regional Council members appointed by the Abatement Council shall serve until the Region certifies the formation of its Regional Council to the Abatement Council.
 - d. A Region shall submit a renewed certification required by Section (F)(5)(b), above, when its membership changes.
 - e. If a membership vacancy exists on a Regional Council for more than ninety (90) days and the Regional Council is unable to fill the vacancy by its regular procedures during that time, the Abatement Council shall appoint a replacement member to serve until the Region fills the vacancy.

6. A Local Government that chooses not to become a Participating Local Government shall not receive any Opioid Funds from the Regional Share or participate in the Regional Councils described in Section (F)(5) above.
7. Each Regional Council shall make requests to the Abatement Council for Opioid Funds from their allocation of the Regional Share. Each Regional Council's request for Opioid Funds from the Regional Share shall be accompanied by a 2-year plan identifying the Approved Purposes for which the requested funds will be used by the Region anywhere within the State of Colorado. A Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of this MOU and any Settlement. Any Regional Council may seek assistance from the Abatement Council for purposes of developing its 2-year plan.
8. Reasonable administrative costs for a Regional Council to administer its Region's allocation of the Regional Share shall not exceed actual costs or 10% of the Region's allocation of the Regional Share, whichever is less.
9. The Abatement Council shall release funds requested by a Regional Council in accordance with Section (B)(1) if the Regional Council's 2-year plan complies with the Approved Purposes, the terms of this MOU, and the terms of any Settlement. The Abatement Council shall not deny any funding request from a Regional Council on the basis that the Abatement Council does not approve or agree with the Approved Purposes for which a Regional Council requests Opioid Funds from the Regional Share. Nor may the Abatement Council hold up, delay, or make unreasonable requests for additional or supporting information of the Regional Council prior to releasing the requested Opioid Funds. The purpose of this MOU is to facilitate Opioid Funds to their intended recipients quickly and efficiently with minimal administrative procedure.
10. On an annual basis, as determined by the Abatement Council, each Regional Council's fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data, including administrative costs, from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan. The Regional Council shall subject itself to an accounting at the Abatement Council's discretion.
 - a. The Abatement Council shall review a Regional Council's expenditure data and certification to ensure compliance with the Regional Council's 2-year plan, the Approved Purposes, and the terms of this MOU and any Settlement.
 - b. The Abatement Council shall publish the Regional Council's expenditure data, including administrative costs, from the Regional Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require Regional Councils to provide additional outcome related data in

accordance with Section (C)(4)(c)(ii) and all Regional Councils shall comply with such requirements.

11. If any Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
12. If the Abatement Council has reason to believe a Region's expenditure of its allocation of the Regional Share did not comply with the Region's 2-year Plan, the Approved Purposes, the terms of this MOU or any Settlement, as described in this Section (F), or that the Region otherwise misused its allocation of the Regional Share, the Abatement Council may take remedial action against the alleged offending Region. Such remedial action is left to the discretion of the Abatement Council and may include but not be limited to, withholding future Opioids Funds owed to the offending Region or requiring the offending Region to reimburse improperly expended Opioid Funds to the Regional Share.
13. Within one hundred and twenty (120) days of the Abatement Council being formed, in accordance with Section (C)(2)(c) above, the Abatement Council shall develop and publish due process procedures for allowing a Region to challenge or dispute any remedial action taken by the Abatement Council, including timelines during which the Region may engage in such a challenge or dispute. Such due process procedures shall reflect, at a minimum, the following principles:
 - a. Upon learning of any conduct that may warrant remedial action against a Region, the Abatement Council shall first provide notice to the Region of the conduct at issue, provide the Region an opportunity to respond, and, if appropriate, cure the alleged offending conduct. If after providing the Region such notice and opportunities to respond and cure, the Abatement Council continues to believe remedial action is warranted, the Abatement Council may take such remedial action.
 - b. If the Abatement Council decides to take remedial action against an alleged offending Region, such action may only occur by a two-thirds supermajority vote of the Abatement Council. Thus, an Abatement Council made up of twelve (12) voting members requires a vote of eight (8) Members prior to taking remedial action against an alleged offending Region.
 - c. Prior to taking any remedial action against an alleged offending Region, the Abatement Council shall first provide notice to the alleged offending Region of the remedial action to be taken and the facts underlying such remedial action. The Abatement Council shall then provide the alleged

offending Region an opportunity to challenge or dispute the remedial action in accordance with, at a minimum, the principles below:

- i. The alleged offending Region may request revisions or modifications to the proposed remedial action;
 - ii. The alleged offending Region may submit a written response to and/or request a hearing before the Abatement Council, or a third-party hearing officer,³ regarding the alleged offending conduct and proposed remedial action; and
 - iii. After such written responses are submitted and reviewed and/or a hearing is conducted, the alleged offending Region may submit an appeal to the Abatement Council of the decision to take remedial action.
- d. Remedial actions taken by the Abatement Council, in accordance with the due process principles detailed above, shall be considered final non-appealable orders and offending Regions may not seek judicial relief from remedial action taken by the Abatement Council, except as provided in Section (H), below.
- e. Subject to Section (H)(2), below, if any Party(ies) believes the Abatement Council violated the terms of this MOU, such Party(ies) may seek to enforce the terms of this MOU.

14. If the Abatement Council has reason to believe a Region's conduct, or the conduct of any Participating Local Government or individual in that Region, amounts to a violation of any criminal law, the Abatement Council shall refer such matters to the appropriate authorities and may consider such conduct in its determination of any remedial action to be taken.

15. If the Abatement Council has reason to believe that an individual involved in the receipt or administration of Opioid Funds from the Regional Share has violated any applicable ethics rules or codes, the Abatement Council shall not attempt to adjudicate such a violation. In such instances, the Abatement Council shall lodge a complaint with the appropriate forum for handling such ethical matters, such as a local home rule municipality's ethics board.

16. Costs associated with the Abatement Council's distribution and oversight of the Regional Share, as described above in this Section (F), including costs associated with any remedial action by the Abatement Council, shall be paid from the Statewide

³ Only an alleged offending Region may request the appointment of a third-party hearing officer to review any written responses and conduct any requested hearings. If an alleged offending Region makes such a request, the Abatement Council has sole discretion to appoint the third-party hearing officer and the alleged offending Region shall bear the cost of such review and/or hearing by the third-party hearing officer.

Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

G. Statewide Infrastructure Share

1. In accordance with Sections B(1) and (B)(2)(d), and the terms of any Settlement, the Statewide Infrastructure Share shall be paid to any Party or Regional Council in accordance with this Section (G).
2. The purpose of the Statewide Infrastructure Share is to promote capital improvements and provide operational assistance for developing or improving the infrastructure necessary to abate the opioid crisis anywhere within the State of Colorado. The Statewide Infrastructure Share is intended to supplement Opioid Funds received by any Party or Region.
3. Prior to distributing any Opioid Funds from the Statewide Infrastructure Share, the Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for Parties or Regions to apply for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council's policies and procedures shall, at a minimum, reflect the following principles:
 - a. Opioid Funds from the Statewide Infrastructure Share shall be used for Approved Purposes only;
 - b. Opioid Funds from the Statewide Infrastructure Share shall be paid directly to the appropriate state agencies (including but not limited to the Colorado Department of Law), Regional fiscal agents, or Participating Local Governments only;
 - c. Distribution and oversight of the Statewide Infrastructure Share shall comply with the terms of this MOU and any Settlement;
 - d. Appropriate processes for remedial action will be taken against Parties or Regions that misuse Opioid Funds from the Statewide Infrastructure Share. Such processes shall include procedures for alleged offending Parties or Regions to challenge or dispute such remedial action; and
 - e. Limitations on administrative costs to be expended by recipients for administering Opioid Funds received from the Statewide Infrastructure Fund, not to exceed actual costs expended by the recipient or 10% of the amount received, whichever is less.
4. The distribution and oversight policies and procedures developed by the Abatement Council, in accordance with Section (G)(3), shall be non-appealable orders and no Party or Region may seek judicial relief related to the distribution and oversight of the Statewide Infrastructure Share.

5. On an annual basis, as determined by the Abatement Council, any Party or Regional Council that receives funds from the Statewide Infrastructure Share shall provide all expenditure data, including administrative costs, related to any Opioid Funds it received from the Statewide Infrastructure Share and subject itself to an accounting as required by the Abatement Council. The Abatement Council shall publish all expenditure data from the Statewide Infrastructure Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require the Parties or Regional Councils that receive funds from the Statewide Infrastructure Share to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and the Parties or Regional Councils shall comply with such requirements.
6. Costs associated with the Abatement Council's distribution and oversight of the Statewide Infrastructure Share, as described in this Section (G), shall be paid for from the Statewide Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

H. General Terms

1. All Parties and Regional Councils shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by the Abatement Council, any other Party or Regional Council, or the public. Records requested by the public shall be produced in accordance with Colorado's open records laws. Records requested by the Abatement Council or another Party or a Regional Council shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Party or Regional Council's obligations under Colorado's open records laws.
2. If any Party(ies) believes the Abatement Council has violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU, provided the alleging Party(ies) first provides notice to the Abatement Council of the alleged violation and a reasonable opportunity to cure the alleged violation. In such an enforcement action, the alleging Party(ies) may only seek to enforce the terms of the MOU against the State and the Participating Local Governments from which the Local Government Members of the Abatement Council were appointed and may only seek declaratory and/or injunctive relief. In defense of such an enforcement action, the State's Members of the Abatement Council shall be represented by the State and the Local Government Members shall be represented by the Participating Local Governments from which the Local Government Members were appointed. In the event of a conflict, the Abatement Council and its Members may seek outside representation to defend itself against such an enforcement action.
3. If any Party(ies) believes another Party(ies), not including the Abatement Council, violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Party(ies) first provide the alleged offending Party(ies)

notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Party or alleged offending Party(ies) may be represented by their respective public entity in accordance with Colorado law.

4. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Colorado law. In such an action, the alleged offending Party(ies), including the Abatement Council, may be represented by their respective public entities in accordance with Colorado law. In the event of a conflict, any Party, including the Abatement Council and its Members, may seek outside representation to defend itself against such an action.
5. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioids Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, such as a local home rule municipality's ethics board.
6. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioid Funds violated any Colorado criminal law, such conduct shall be reported to the appropriate criminal authorities.
7. Venue for any legal action related to this MOU shall be in a court of competent jurisdiction where any applicable Settlement(s) is entered.
8. Because recovery under the terms of different Settlement(s) may vary depending on the number of Parties required to effectuate a Settlement, the Parties may conditionally agree to sign on to the MOU through a letter of intent, resolution or similar written statement, declaration or pronouncement declaring their intent to sign on to the MOU if the threshold for Party participation in a specific Settlement is achieved.⁴
9. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or

⁴ For instance, the July 21, 2021 "Distributor Settlement Agreement" includes a "Subdivision Settlement Agreement Form" that, once filled out and executed, is meant to indicate that Local Government's (or Subdivision's) election to participate in that Distributor Settlement and also, to require that Local Government to take steps to formally release any claim it may have against the Settling Distributors. With regard to the Distributor Settlement Agreement or any other Settlements that include a form similar to the Subdivision Settlement Agreement Form, the Parties may still conditionally agree to sign on to the MOU if, for instance, the threshold for Party participation in a specific Settlement is achieved.

because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

10. Each party represents that all procedures necessary to authorize such Party's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

I. Payment of Counsel and Litigation Expenses Through a Back-Stop Fund

1. Some Settlements, including the McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Distributor") and Johnson & Johnson/Janssen ("J&J") settlements, may provide for the payment of all or a portion of the fees and litigation expenses owed by Participating Local Governments to counsel specifically retained to file suit in the opioid litigation. If any Settlement is insufficient to cover the fee obligations of the Participating Local Governments (as discussed and modified by Judge Polster's Order of August 6 regarding fees for the Distributor and J&J settlements), the deficiencies will be covered as set forth in further detail below.
2. The Parties also recognize that, as in the Distributor and J&J settlements, certain Opioid Settling Defendants may offer premiums benefiting the entire state of Colorado when Participating Local Governments agree to the Settlement(s), thereby settling their claims in their on-going lawsuits. For example, below is the chart illustrating how Incentive Payment B (a 25% premium to the entire state) works in the Distributor Settlement at Section IV.F.2.b (p. 20):

Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population⁵	Incentive Payment B Eligibility Percentage
Up to 85%	0%
85%+	30%
86+	40%
91+	50%
95+	60%
99%+	95%
100%	100%

3. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"),

and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund (“Court-Ordered Common Benefit Fund Assessment”), then the Participating Local Governments shall be required to first seek to have their attorneys’ fees and expenses paid through the Common Benefit Fund.

4. For the Distributor and J&J settlements only, counsel for Participating Local Governments shall have their expenses otherwise recoverable from Colorado Participating Local Governments compensated only through the Common Benefit Fund(s) established in those settlement(s). For the avoidance of doubt, counsel for Participating Local Governments may recover their attorneys’ fees through the Distributor and J&J settlements and through the other applicable provisions of this Section (I).
5. In addition, as a means of covering any deficiencies in paying counsel for Participating Local Governments, a supplemental Colorado Attorney Fee Back-Stop Fund shall be established. The Colorado Attorney Fee Back-Stop Fund is to be used to compensate counsel for Participating Local Governments that filed an initial complaint in the opioid litigation by September 1, 2020 (“Litigating Participating Local Governments”).
6. Payments out of the Colorado Attorney Fee Back-Stop Fund shall be determined by a committee (the “Opioid Fee and Expense Committee”). The Opioid Fee and Expense Committee shall consist of the following five (5) members:
 - a. One (1) member appointed by CCI from a litigating county or from a litigating county and city municipal corporation;
 - b. One (1) member appointed by CML from a litigating city;
 - c. One (1) member appointed jointly by CCI and CML from a non-litigating county or city;
 - d. One (1) member appointed by the Attorney General’s Office; and
 - e. One (1) neutral member jointly appointed by all of the other members listed above.
7. The Colorado Attorney Fee Back-Stop Fund shall be funded as follows from any Settlement, excluding settlements involving McKinsey and payments resulting from the Purdue or Mallinckrodt bankruptcy. For purposes only of calculating the funding of the Colorado Attorney Fee Back-Stop Fund, the Parties deem 58% of the total LG Share and Regional Share to be attributable to the Litigating Local Governments. The Colorado Attorney Fee Back-Stop Fund shall be funded by 8.7% of the total LG Share and 4.35% of the total Regional Share at the time such funds are actually received. No funds deposited into the Colorado Attorney Fee Back-Stop Fund will be taken from the Statewide Infrastructure Share or State Share.

8. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund only after applying to the Common Benefit Fund.
9. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund for only a shortfall – that is, the difference between what their fee agreements would entitle them to (as limited by this Section (I)) minus what they have already collected from the Common Benefit Fund (including both the “common benefit” and “contingency fee” calculations, if any). If they receive fees/costs for common benefit work in the national fee fund, these fees/costs will be allocated proportionately across all their local government opioid clients based on the allocation model used in the Negotiation Class website to allocate the appropriate portion to Colorado clients.
10. Counsel for Litigating Participating Local Governments are limited to being paid, at most, and assuming adequate funds are available in any Common Benefit Fund and Colorado Attorney Fee Back-Stop Fund, fees in an amount equal to 15% of the LG Share and 7.5% of the Regional Share attributable to their Colorado clients.
11. Any funds remaining in the Colorado Attorney Fee Back-Stop Fund in excess of the amounts needed to cover the fees and litigation expenses owed by Litigating Participating Local Governments to their respective counsel shall revert to the Participating Local Governments according to the allocations described in Sections (E) and (F). Every two years, the Opioid Fee and Expense Committee shall assess the amount remaining in the Colorado Attorney Fee Back-Stop Fund to determine if it is overfunded.
12. Despite the fact that a litigating entity bonus benefits the entire state, no portion of the State Share shall be used to fund the Colorado Attorney Fee Back-Stop Fund or in any other way to fund any Participating Local Government’s attorneys’ fees and expenses. Because the state did not hire outside counsel, any funds for attorneys fees that the state receives from the J&J and Distributor settlement will be deposited into the State Share.
13. To participate in the Colorado Attorney Fee Back-Stop Fund, counsel must follow the requirements of C.R.S. § 13-17-304.

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this 26 day of August, 2021 by:


Colorado Attorney General Philip J. Weiser

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this ____ day of _____, ____ by:

Name & Title_____

On behalf of _____

Exhibit A

POTENTIAL OPIOID ABATEMENT APPROVED PURPOSES

I. TREATMENT

A. TREATMENT OF OPIOID USE DISORDER AND ITS EFFECTS

1. Expand availability of treatment, including Medication-Assisted Treatment (MAT), for Opioid Use Disorder (OUD) and any co-occurring substance use or mental health issues.
2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.
3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).
4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
6. Scholarships for certified addiction counselors.
7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.
8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to training relating to MAT and harm reduction.
9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.
11. Development of a multistate/nationally accessible database whereby health care providers can list currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis.

12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.
13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

B. INTERVENTION

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer, if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorder.
3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.
6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
7. Create school-based contacts whom parents can engage to seek immediate treatment services for their child.
8. Develop best practices on addressing OUD in the workplace.
9. Support assistance programs for health care providers with OUD.
10. Engage non-profits and faith community as a system to support outreach for treatment.

C. CRIMINAL-JUSTICE-INVOLVED PERSONS

1. Address the needs of persons involved in the criminal justice system who have OUD and any co-occurring substance use disorders or mental health (SUD/MH) issues.

2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
 - a. Self-referral strategies such as Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.
4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.
7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

D. WOMEN WHO ARE OR MAY BECOME PREGNANT

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.

3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.
4. Child and family supports for parenting women with OUD.
5. Enhanced family supports and child care services for parents receiving treatment for OUD.

E. PEOPLE IN TREATMENT AND RECOVERY

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
5. Engaging non-profits and faith community as a system to support family members in their efforts to help the opioid user in the family.

II. PREVENTION

F. PRESCRIBING PRACTICES

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing.
3. Continuing Medical Education (CME) on prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private information, including but not limited to:

- a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
- 6. Educating dispensers on appropriate opioid dispensing.

G. MISUSE OF OPIOIDS

- 1. Corrective advertising/affirmative public education campaigns.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug-abuse prevention efforts.
- 5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.
- 7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. Engaging non-profits and faith community as a system to support prevention.

H. OVERDOSE DEATHS AND OTHER HARMS

- 1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
- 2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

3. Developing data tracking software and applications for overdoses/naloxone revivals.
4. Public education relating to emergency responses to overdoses.
5. Free naloxone for anyone in the community.
6. Public education relating to immunity and Good Samaritan laws.
7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

III. ADDITIONAL AREAS

I. SERVICES FOR CHILDREN

1. Support for children's services: Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

J. FIRST RESPONDERS

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Increase electronic prescribing to prevent diversion and forgery.

K. COMMUNITY LEADERSHIP

1. Regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.
2. Government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

L. STAFFING AND TRAINING

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

M. RESEARCH

1. Funding opioid abatement research.
2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to OUD.
3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research expanded modalities such as prescription methadone that can expand access to MAT.

N. OTHER

1. Administrative costs for any of the approved purposes on this list.

Exhibit B

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Adams County	Adams	County	
Arvada	Adams	City	2 counties
Aurora	Adams	City	3 counties
Bennett	Adams	City	2 counties
Brighton	Adams	City	2 counties
Commerce City	Adams	City	
Federal Heights	Adams	City	
Lochbuie	Adams	City	2 counties
Northglenn	Adams	City	2 counties
Thornton	Adams	City	2 counties
Westminster	Adams	City	2 counties
Alamosa County	Alamosa	County	
Alamosa	Alamosa	City	
Hooper	Alamosa	City	
Arapahoe County	Arapahoe	County	
Aurora	Arapahoe	City	3 counties
Bennett	Arapahoe	City	2 counties
Bow Mar	Arapahoe	City	2 counties
Centennial	Arapahoe	City	
Cherry Hills Village	Arapahoe	City	
Columbine Valley	Arapahoe	City	
Deer Trail	Arapahoe	City	
Englewood	Arapahoe	City	
Foxfield	Arapahoe	City	
Glendale	Arapahoe	City	
Greenwood Village	Arapahoe	City	
Littleton	Arapahoe	City	3 counties
Sheridan	Arapahoe	City	
Archuleta County	Archuleta	County	
Pagosa Springs	Archuleta	City	
Baca County	Baca	County	
Campo	Baca	City	
Pritchett	Baca	City	
Springfield	Baca	City	
Two Buttes	Baca	City	
Vilas	Baca	City	
Walsh	Baca	City	
Bent County	Bent	County	
Las Animas	Bent	City	
Boulder County	Boulder	County	
Boulder	Boulder	City	
Erie	Boulder	City	2 counties
Jamestown	Boulder	City	
Lafayette	Boulder	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Longmont	Boulder	City	2 counties
Louisville	Boulder	City	
Lyons	Boulder	City	
Nederland	Boulder	City	
Superior	Boulder	City	2 counties
Ward	Boulder	City	
Broomfield	Broomfield	City/County	
Chaffee County	Chaffee	County	
Buena Vista	Chaffee	City	
Poncha Springs	Chaffee	City	
Salida	Chaffee	City	
Cheyenne County	Cheyenne	County	
Cheyenne Wells	Cheyenne	City	
Kit Carson	Cheyenne	City	
Clear Creek County	Clear Creek	County	
Central City	Clear Creek	City	2 counties
Empire	Clear Creek	City	
Georgetown	Clear Creek	City	
Idaho Springs	Clear Creek	City	
Silver Plume	Clear Creek	City	
Conejos County	Conejos	County	
Antonito	Conejos	City	
La Jara	Conejos	City	
Manassa	Conejos	City	
Romeo	Conejos	City	
Sanford	Conejos	City	
Costilla County	Costilla	County	
Blanca	Costilla	City	
San Luis	Costilla	City	
Crowley County	Crowley	County	
Crowley	Crowley	City	
Olney Springs	Crowley	City	
Ordway	Crowley	City	
Sugar City	Crowley	City	
Custer County	Custer	County	
Silver Cliff	Custer	City	
Westcliffe	Custer	City	
Delta County	Delta	County	
Cedaredge	Delta	City	
Crawford	Delta	City	
Delta	Delta	City	
Hotchkiss	Delta	City	
Orchard City	Delta	City	
Paonia	Delta	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Denver	Denver	City/County	
Dolores County	Dolores	County	
Dove Creek	Dolores	City	
Rico	Dolores	City	
Douglas County	Douglas	County	
Aurora	Douglas	City	3 counties
Castle Pines	Douglas	City	
Castle Rock	Douglas	City	
Larkspur	Douglas	City	
Littleton	Douglas	City	3 counties
Lone Tree	Douglas	City	
Parker	Douglas	City	
Eagle County	Eagle	County	
Avon	Eagle	City	
Basalt	Eagle	City	2 counties
Eagle	Eagle	City	
Gypsum	Eagle	City	
Minturn	Eagle	City	
Red Cliff	Eagle	City	
Vail	Eagle	City	
El Paso County	El Paso	County	
Calhan	El Paso	City	
Colorado Springs	El Paso	City	
Fountain	El Paso	City	
Green Mountain Falls	El Paso	City	2 counties
Manitou Springs	El Paso	City	
Monument	El Paso	City	
Palmer Lake	El Paso	City	
Ramah	El Paso	City	
Elbert County	Elbert	County	
Elizabeth	Elbert	City	
Kiowa	Elbert	City	
Simla	Elbert	City	
Fremont County	Fremont	County	
Brookside	Fremont	City	
Cañon City	Fremont	City	
Coal Creek	Fremont	City	
Florence	Fremont	City	
Rockvale	Fremont	City	
Williamsburg	Fremont	City	
Garfield County	Garfield	County	
Carbondale	Garfield	City	
Glenwood Springs	Garfield	City	
New Castle	Garfield	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Parachute	Garfield	City	
Rifle	Garfield	City	
Silt	Garfield	City	
Gilpin County	Gilpin	County	
Black Hawk	Gilpin	City	
Central City	Gilpin	City	2 counties
Grand County	Grand	County	
Fraser	Grand	City	
Granby	Grand	City	
Grand Lake	Grand	City	
Hot Sulphur Springs	Grand	City	
Kremmling	Grand	City	
Winter Park	Grand	City	
Gunnison County	Gunnison	County	
Crested Butte	Gunnison	City	
Gunnison	Gunnison	City	
Marble	Gunnison	City	
Mount Crested Butte	Gunnison	City	
Pitkin	Gunnison	City	
Hinsdale County	Hinsdale	County	
Lake City	Hinsdale	City	
Huerfano County	Huerfano	County	
La Veta	Huerfano	City	
Walsenburg	Huerfano	City	
Jackson County	Jackson	County	
Walden	Jackson	City	
Jefferson County	Jefferson	County	
Arvada	Jefferson	City	2 counties
Bow Mar	Jefferson	City	2 counties
Edgewater	Jefferson	City	
Golden	Jefferson	City	
Lakeside	Jefferson	City	
Lakewood	Jefferson	City	
Littleton	Jefferson	City	3 counties
Morrison	Jefferson	City	
Mountain View	Jefferson	City	
Superior	Jefferson	City	2 counties
Westminster	Jefferson	City	2 counties
Wheat Ridge	Jefferson	City	
Kiowa County	Kiowa	County	
Eads	Kiowa	City	
Haswell	Kiowa	City	
Sheridan Lake	Kiowa	City	
Kit Carson County	Kit Carson	County	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Bethune	Kit Carson	City	
Burlington	Kit Carson	City	
Flagler	Kit Carson	City	
Seibert	Kit Carson	City	
Stratton	Kit Carson	City	
Vona	Kit Carson	City	
La Plata County	La Plata	County	
Bayfield	La Plata	City	
Durango	La Plata	City	
Ignacio	La Plata	City	
Lake County	Lake	County	
Leadville	Lake	City	
Larimer County	Larimer	County	
Berthoud	Larimer	City	2 counties
Estes Park	Larimer	City	
Fort Collins	Larimer	City	
Johnstown	Larimer	City	2 counties
Loveland	Larimer	City	
Timnath	Larimer	City	2 counties
Wellington	Larimer	City	
Windsor	Larimer	City	2 counties
Las Animas County	Las Animas	County	
Aguilar	Las Animas	City	
Branson	Las Animas	City	
Cokedale	Las Animas	City	
Kim	Las Animas	City	
Starkville	Las Animas	City	
Trinidad	Las Animas	City	
Lincoln County	Lincoln	County	
Arriba	Lincoln	City	
Genoa	Lincoln	City	
Hugo	Lincoln	City	
Limon	Lincoln	City	
Logan County	Logan	County	
Crook	Logan	City	
Fleming	Logan	City	
Iliff	Logan	City	
Merino	Logan	City	
Peetz	Logan	City	
Sterling	Logan	City	
Mesa County	Mesa	County	
Collbran	Mesa	City	
De Beque	Mesa	City	
Fruita	Mesa	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Grand Junction	Mesa	City	
Palisade	Mesa	City	
Mineral County	Mineral	County	
City of Creede	Mineral	City	
Moffat County	Moffat	County	
Craig	Moffat	City	
Dinosaur	Moffat	City	
Montezuma County	Montezuma	County	
Cortez	Montezuma	City	
Dolores	Montezuma	City	
Mancos	Montezuma	City	
Montrose County	Montrose	County	
Montrose	Montrose	City	
Naturita	Montrose	City	
Nucla	Montrose	City	
Olathe	Montrose	City	
Morgan County	Morgan	County	
Brush	Morgan	City	
Fort Morgan	Morgan	City	
Hillrose	Morgan	City	
Log Lane Village	Morgan	City	
Wiggins	Morgan	City	
Otero County	Otero	County	
Cheraw	Otero	City	
Fowler	Otero	City	
La Junta	Otero	City	
Manzanola	Otero	City	
Rocky Ford	Otero	City	
Swink	Otero	City	
Ouray County	Ouray	County	
Ouray	Ouray	City	
Ridgway	Ouray	City	
Park County	Park	County	
Alma	Park	City	
Fairplay	Park	City	
Phillips County	Phillips	County	
Haxtun	Phillips	City	
Holyoke	Phillips	City	
Paoli	Phillips	City	
Pitkin County	Pitkin	County	
Aspen	Pitkin	City	
Basalt	Pitkin	City	2 counties
Snowmass Village	Pitkin	City	
Prowers County	Prowers	County	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Granada	Prowers	City	
Hartman	Prowers	City	
Holly	Prowers	City	
Lamar	Prowers	City	
Wiley	Prowers	City	
Pueblo County	Pueblo	County	
Boone	Pueblo	City	
Pueblo	Pueblo	City	
Rye	Pueblo	City	
Rio Blanco County	Rio Blanco	County	
Meeker	Rio Blanco	City	
Rangely	Rio Blanco	City	
Rio Grande County	Rio Grande	County	
Center	Rio Grande	City	2 counties
Del Norte	Rio Grande	City	
Monte Vista	Rio Grande	City	
South Fork	Rio Grande	City	
Routt County	Routt	County	
Hayden	Routt	City	
Oak Creek	Routt	City	
Steamboat Springs	Routt	City	
Yampa	Routt	City	
Saguache County	Saguache	County	
Bonanza	Saguache	City	
Center	Saguache	City	2 counties
Crestone	Saguache	City	
Moffat	Saguache	City	
Saguache	Saguache	City	
San Juan County	San Juan	County	
Silverton	San Juan	City	
San Miguel County	San Miguel	County	
Mountain Village	San Miguel	City	
Norwood	San Miguel	City	
Ophir	San Miguel	City	
Sawpit	San Miguel	City	
Telluride	San Miguel	City	
Sedgwick County	Sedgwick	County	
Julesburg	Sedgwick	City	
Ovid	Sedgwick	City	
Sedgwick	Sedgwick	City	
Summit County	Summit	County	
Blue River	Summit	City	
Breckenridge	Summit	City	
Dillon	Summit	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Frisco	Summit	City	
Montezuma	Summit	City	
Silverthorne	Summit	City	
Teller County	Teller	County	
Cripple Creek	Teller	City	
Green Mountain Falls	Teller	City	2 counties
Victor	Teller	City	
Woodland Park	Teller	City	
Washington County	Washington	County	
Akron	Washington	City	
Otis	Washington	City	
Weld County	Weld	County	
Ault	Weld	City	
Berthoud	Weld	City	2 counties
Brighton	Weld	City	2 counties
Dacono	Weld	City	
Eaton	Weld	City	
Erie	Weld	City	2 counties
Evans	Weld	City	
Firestone	Weld	City	
Fort Lupton	Weld	City	
Frederick	Weld	City	
Garden City	Weld	City	
Gilcrest	Weld	City	
Greeley	Weld	City	
Grover	Weld	City	
Hudson	Weld	City	
Johnstown	Weld	City	2 counties
Keenesburg	Weld	City	
Kersey	Weld	City	
La Salle	Weld	City	
Lochbuie	Weld	City	2 counties
Longmont	Weld	City	2 counties
Mead	Weld	City	
Milliken	Weld	City	
Northglenn	Weld	City	2 counties
Nunn	Weld	City	
Pierce	Weld	City	
Platteville	Weld	City	
Raymer (New Raymer)	Weld	City	
Severance	Weld	City	
Thornton	Weld	City	2 counties
Timnath	Weld	City	2 counties
Windsor	Weld	City	2 counties

Colorado Local Governments*

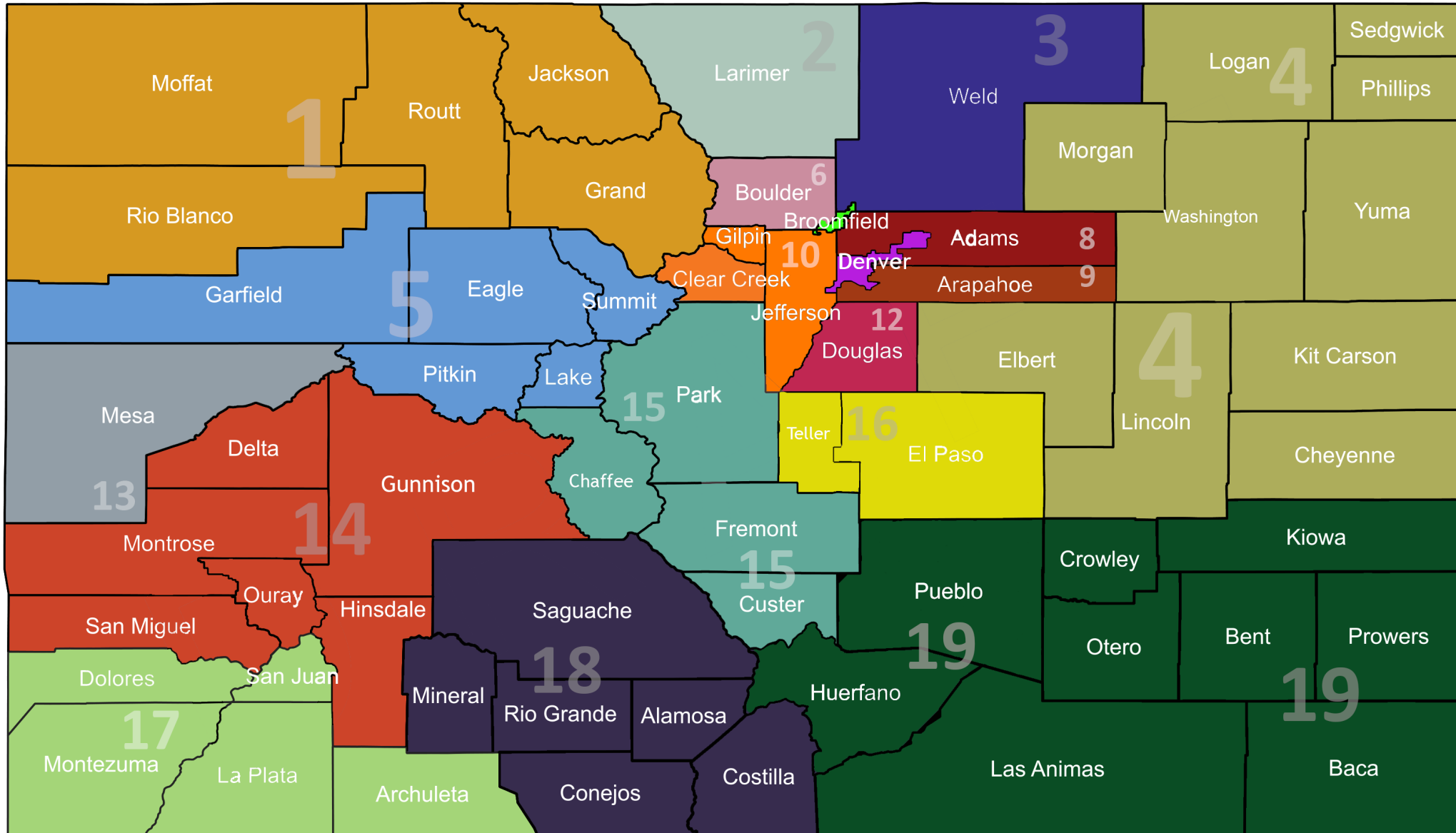
Government Name	County	Gov't Type	Multi-County
Yuma County	Yuma	County	
Eckley	Yuma	City	
Wray	Yuma	City	
Yuma	Yuma	City	

*This list includes all 64 Colorado counties and all 271 municipalities listed in the 2019 Census. Cities located in multiple counties are listed under each corresponding county subheading. City and County of Denver and City and County of Broomfield are counted in both the city and county totals. The City of Carbonate is not included in this list, as there was no population in the 2019 Census data.

This list will be reconciled as necessary to be consistent with the terms of Settlement(s) with Opioid Settling Defendant(s)

Exhibit C

Regions for the distribution of opioid settlement funds



Region 1	Region 5	Region 9	Region 13	Region 17
Region 2	Region 6	Region 10	Region 14	Region 18
Region 3	Region 7 (Broomfield)	Region 11 (Denver)	Region 15	Region 19
Region 4	Region 8	Region 12	Region 16	

Exhibit D

Exhibit D - Allocations to Colorado County Areas

County	Percentage of LG Share
Adams	9.4247%
Alamosa	0.5081%
Arapahoe	10.8071%
Archuleta	0.1370%
Baca	0.0592%
Bent	0.1133%
Boulder	5.7936%
Broomfield	1.0014%
Chaffee	0.3604%
Cheyenne	0.0159%
Clear Creek	0.1380%
Conejos	0.2108%
Costilla	0.0552%
Crowley	0.0934%
Custer	0.0412%
Delta	0.5440%
Denver	15.0042%
Dolores	0.0352%
Douglas	3.6696%
Eagle	0.6187%
El Paso	11.9897%
Elbert	0.2804%
Fremont	0.9937%
Garfield	0.8376%
Gilpin	0.0561%
Grand	0.2037%
Gunnison	0.1913%
Hinsdale	0.0112%
Huerfano	0.2505%
Jackson	0.0310%
Jefferson	10.5173%
Kiowa	0.0142%
Kit Carson	0.0940%
La Plata	0.8127%
Lake	0.0990%
Larimer	6.5211%
Las Animas	0.6304%
Lincoln	0.0819%
Logan	0.3815%
Mesa	2.8911%
Mineral	0.0039%
Moffat	0.2326%
Montezuma	0.4429%

Montrose	0.5695%
Morgan	0.4677%
Otero	0.4486%
Ouray	0.0535%
Park	0.1674%
Phillips	0.0714%
Pitkin	0.1747%
Prowers	0.1727%
Pueblo	5.6757%
Rio Blanco	0.1013%
Rio Grande	0.2526%
Routt	0.3837%
Saguache	0.0666%
San Juan	0.0097%
San Miguel	0.1005%
Sedgwick	0.0618%
Summit	0.3761%
Teller	0.6219%
Washington	0.0357%
Weld	3.8908%
Yuma	0.0992%
TOTAL	100.0000%

Exhibit E

Exhibit E - Intracounty Allocations^{1,2}

The below chart depicts the default percentage that each Local Government will receive from the LG Share amount attributed to its County Area, as described in Section (E)(3) of the MOU. The chart assumes full participation by all Local Governments

Government Name	Intracounty Share
Adams County	68.3372%
Arvada (2 Counties)	0.2632%
Aurora (3 Counties)	4.6336%
Bennett (2 Counties)	0.1670%
Brighton (2 Counties)	1.4527%
Commerce City	4.7314%
Federal Heights	1.1457%
Lochbuie (2 Counties)	0.0001%
Northglenn (2 Counties)	2.0913%
Thornton (2 Counties)	10.6435%
Westminster (2 Counties)	6.5342%

Alamosa County	85.3075%
Alamosa	14.6818%
Hooper	0.0108%

Arapahoe County	42.7003%
Aurora (3 Counties)	35.5997%
Bennett (2 Counties)	0.0324%
Bow Mar (2 Counties)	0.0159%
Centennial	0.4411%
Cherry Hills Village	0.6685%
Columbine Valley	0.1601%
Deer Trail	0.0003%
Englewood	5.5850%
Foxfield	0.0372%
Glendale	1.2289%
Greenwood Village	2.8305%
Littleton (3 Counties)	8.5654%
Sheridan	2.1347%

Archuleta County	90.0864%
Pagosa Springs	9.9136%

Baca County	85.9800%
Campo	2.4443%
Pritchett	1.5680%
Springfield	7.0100%

Government Name	Intracounty Share
Two Buttes	0.4766%
Vilas	0.9070%
Walsh	1.6141%

Bent County	80.9608%
Las Animas	19.0392%

Boulder County	47.6311%
Boulder	31.7629%
Erie (2 Counties)	0.3634%
Jamestown	0.0086%
Lafayette	3.3203%
Longmont (2 Counties)	14.6833%
Louisville	1.4455%
Lyons	0.5916%
Nederland	0.1646%
Superior (2 Counties)	0.0258%
Ward	0.0030%

Broomfield County/City	100.0000%
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Chaffee County	74.8440%
Buena Vista	5.8841%
Poncha Springs	4.2369%
Salida	15.0350%

Cheyenne County	66.8002%
Cheyenne Wells	0.8586%
Kit Carson	32.3412%

Clear Creek County	92.2164%
Central City (2 Counties)	0.0000%
Empire	0.3364%
Georgetown	1.9063%
Idaho Springs	4.7625%
Silver Plume	0.7784%

Conejos County	77.1204%
Antonito	4.6338%
La Jara	2.4313%
Manassa	1.0062%
Romeo	2.4270%
Sanford	12.3812%

Government Name	Intracounty Share
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Costilla County	97.3454%
Blanca	1.2036%
San Luis	1.4509%

Crowley County	80.7081%
Crowley	4.3597%
Olney Springs	8.3683%
Ordway	0.1853%
Sugar City	6.3786%

Custer County	96.6858%
Silver Cliff	0.7954%
Westcliffe	2.5188%

Delta County	76.3512%
Cedaredge	3.6221%
Crawford	0.4938%
Delta	16.2658%
Hotchkiss	1.0963%
Orchard City	0.1473%
Paonia	2.0236%

Denver County/City	100.0000%
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Dolores County	76.3307%
Dove Creek	17.3127%
Rico	6.3566%

Douglas County	71.8404%
Aurora (3 Counties)	0.2099%
Castle Pines	0.2007%
Castle Rock	13.5204%
Larkspur	0.0856%
Littleton (3 Counties)	0.0156%
Lone Tree	5.2786%
Parker	8.8487%

Eagle County	60.8236%
Avon	7.6631%
Basalt (2 Counties)	2.2311%
Eagle	3.1376%
Gypsum	1.7469%
Minturn	0.7771%

Government Name	Intracounty Share
Red Cliff	0.0957%
Vail	23.5250%

El Paso County	18.4181%
Calhan	0.0228%
Colorado Springs	80.1161%
Fountain	0.9892%
Green Mountain Falls (2 Counties)	0.0149%
Manitou Springs	0.2411%
Monument	0.1492%
Palmer Lake	0.0455%
Ramah	0.0033%

Elbert County	86.5840%
Elizabeth	10.2633%
Kiowa	1.5455%
Simla	1.6072%

Fremont County	60.7882%
Brookside	0.0348%
Cañon City	30.9017%
Coal Creek	0.0476%
Florence	8.0681%
Rockvale	0.0687%
Williamsburg	0.0907%

Garfield County	76.3371%
Carbondale	2.4698%
Glenwood Springs	11.8141%
New Castle	1.4295%
Parachute	1.0653%
Rifle	5.2733%
Silt	1.6110%

Gilpin County	46.8613%
Black Hawk	46.3909%
Central City (2 Counties)	6.7478%

Grand County	80.1046%
Fraser	2.4903%
Granby	5.4008%
Grand Lake	0.3174%
Hot Sulphur Springs	0.1431%
Kremmling	2.9284%

Government Name	Intracounty Share
Winter Park	8.6154%

Gunnison County	88.9185%
Crested Butte	2.3562%
Gunnison	5.9501%
Marble	0.1714%
Mount Crested Butte	2.5657%
Pitkin	0.0381%

Hinsdale County	76.0940%
Lake City	23.9060%

Huerfano County	68.2709%
La Veta	11.0719%
Walsenburg	20.6572%

Jackson County	61.5339%
Walden	38.4661%

Jefferson County	58.2140%
Arvada (2 Counties)	11.9733%
Bow Mar (2 Counties)	0.0087%
Edgewater	0.6604%
Golden	3.4815%
Lakeside	0.0030%
Lakewood	15.9399%
Littleton (3 Counties)	0.6176%
Morrison	0.2205%
Mountain View	0.1344%
Superior (2 Counties)	0.0000%
Westminster (2 Counties)	5.4779%
Wheat Ridge	3.2689%

Kiowa County	93.2138%
Eads	5.3777%
Haswell	0.6402%
Sheridan Lake	0.7682%

Kit Carson County	86.3178%
Bethune	0.1841%
Burlington	12.0640%
Flagler	0.4264%
Seibert	0.0291%
Stratton	0.9012%

Government Name	Intracounty Share
Vona	0.0775%

La Plata County	66.8874%
Bayfield	1.6292%
Durango	29.2985%
Ignacio	2.1849%

Lake County	73.4523%
Leadville	26.5477%

Larimer County	56.0589%
Berthoud (2 Counties)	0.4139%
Estes Park	0.3502%
Fort Collins	18.5702%
Johnstown (2 Counties)	0.0711%
Loveland	23.4493%
Timnath (2 Counties)	0.2964%
Wellington	0.3653%
Windsor (2 Counties)	0.4248%

Las Animas County	77.8076%
Aguilar	0.0751%
Branson	0.0101%
Cokedale	0.0188%
Kim	0.0101%
Starkville	0.0087%
Trinidad	22.0696%

Lincoln County	91.3222%
Arriba	0.3444%
Genoa	0.2222%
Hugo	1.4778%
Limon	6.6333%

Logan County	72.7982%
Crook	0.0931%
Fleming	0.3413%
Iliff	0.0095%
Merino	0.4702%
Peetz	0.2029%
Sterling	26.0848%

Mesa County	60.8549%
Collbran	0.0920%

Government Name	Intracounty Share
De Beque	0.0123%
Fruita	1.6696%
Grand Junction	37.1505%
Palisade	0.2208%

Mineral County	87.6744%
City of Creede	12.3256%

Moffat County	91.7981%
Craig	8.1862%
Dinosaur	0.0157%

Montezuma County	79.6682%
Cortez	18.6459%
Dolores	0.6106%
Mancos	1.0753%

Montrose County	92.8648%
Montrose	6.5980%
Naturita	0.1551%
Nucla	0.0703%
Olathe	0.3118%

Morgan County	61.6991%
Brush	8.5522%
Fort Morgan	27.8214%
Hillrose	0.1986%
Log Lane Village	0.6424%
Wiggins	1.0863%

Otero County	60.8168%
Cheraw	0.1888%
Fowler	1.0413%
La Junta	25.9225%
Manzanola	0.6983%
Rocky Ford	8.8215%
Swink	2.5109%

Ouray County	76.0810%
Ouray	17.6541%
Ridgway	6.2649%

Park County	96.3983%
Alma	0.7780%

Government Name	Intracounty Share
Fairplay	2.8237%

Phillips County	52.3463%
Haxtun	13.9505%
Holyoke	33.1803%
Paoli	0.5228%

Pitkin County	47.1379%
Aspen	42.0707%
Basalt (2 Counties)	1.1156%
Snowmass Village	9.6757%

Prowers County	70.4524%
Granada	0.9965%
Hartman	0.3164%
Holly	4.9826%
Lamar	21.5860%
Wiley	1.6661%

Pueblo County	54.6622%
Boone	0.0019%
Pueblo	45.3350%
Rye	0.0008%

Rio Blanco County	78.2831%
Meeker	9.1326%
Rangely	12.5843%

Rio Grande County	68.0724%
Center (2 Counties)	0.7713%
Del Norte	6.7762%
Monte Vista	20.4513%
South Fork	3.9288%

Routt County	58.5353%
Hayden	1.0679%
Oak Creek	0.6360%
Steamboat Springs	39.4499%
Yampa	0.3109%

Saguache County	92.8796%
Bonanza	0.1367%
Center (2 Counties)	6.3687%
Crestone	0.0137%

Government Name	Intracounty Share
Moffat	0.3553%
Saguache	0.2460%

San Juan County	87.0423%
Silverton	12.9577%

San Miguel County	48.7493%
Mountain Village	25.7930%
Norwood	0.4078%
Ophir	0.0816%
Sawpit	0.0272%
Telluride	24.9411%

Sedgwick County	98.7331%
Julesburg	0.3830%
Ovid	0.0295%
Sedgwick	0.8544%

Summit County	57.0567%
Blue River	0.5011%
Breckenridge	26.1112%
Dillon	4.1421%
Frisco	6.5096%
Montezuma	0.0169%
Silverthorne	5.6623%

Teller County	66.1557%
Cripple Creek	17.2992%
Green Mountain Falls (2 Counties)	0.0322%
Victor	3.1685%
Woodland Park	13.3445%

Washington County	99.1320%
Akron	0.7659%
Otis	0.1021%

Weld County	51.9387%
Ault	0.3202%
Berthoud (2 Counties)	0.0061%
Brighton (2 Counties)	0.0927%
Dacono	0.6104%
Eaton	0.4573%
Erie (2 Counties)	0.8591%
Evans	4.5121%

Government Name	Intracounty Share
Firestone	1.4648%
Fort Lupton	0.8502%
Frederick	1.2228%
Garden City	0.1514%
Gilcrest	0.1580%
Greeley	30.6922%
Grover	0.0852%
Hudson	0.0066%
Johnstown (2 Counties)	1.5416%
Keenesburg	0.0215%
Kersey	0.1378%
La Salle	0.4128%
Lochbuie (2 Counties)	0.4004%
Longmont (2 Counties)	0.0154%
Mead	0.0941%
Milliken	1.5373%
Northglenn (2 Counties)	0.0030%
Nunn	0.2558%
Pierce	0.0948%
Platteville	0.3712%
Raymer (New Raymer)	0.0597%
Severance	0.0403%
Thornton (2 Counties)	0.0000%
Timnath (2 Counties)	0.0000%
Windsor (2 Counties)	1.5865%

Yuma County	75.5598%
Eckley	2.5422%
Wray	10.2148%
Yuma	11.6832%

¹ These allocations are based on the allocation model used in the Negotiation Class website. The allocation model is the product of prolonged and intensive research, analysis, and discussion by and among members of the court-appointed Plaintiffs' Executive Committee and Settlement Committee and their retained public health and health economics experts, as well as a series of meetings with scores of cities, counties and subdivisions. Additional information about the allocation model is available on the Negotiation Class website.

The allocations in the Negotiation Class website use two different methodologies:

County-Level Allocation

The allocation model uses three factors, based on reliable, detailed, and objective data collected and reported by the federal government, to determine the share of a settlement fund that each county will receive. The three factors are: (1) the amount of opioids shipped to the county, (2) the number of opioid deaths in that county, and (3) the number of people who suffer opioid use disorder in that county.

County/Municipal-Level Allocation

The county/municipal-level allocation is a default allocation to be used if another agreement is not reached between the county and its constituent cities. The formula uses U.S. Census Bureau data on local government spending. This data covers cities and counties for 98% of the U.S. population. If a jurisdiction lacked this data, it was extrapolated based on available data.

² The municipalities of Bow Mar, Johnstown, and Timnath were not reflected as being in multiple counties in the Negotiation Class website. The estimated allocations to those cities are based on the same methodology used in the website, in consultation with the expert. For cities in multiple counties, please see each county in which that city lies.

Exhibit F

Regional Allocations		
Region Number	Region Description	Total State Share
1	Northwest	0.9522%
2	Larimer	6.5211%
3	Weld	3.8908%
4	Logan	1.5896%
5	North Central	2.1061%
6	Boulder	5.7936%
7	Broomfield	1.0014%
8	Adams	9.4247%
9	Arapahoe	10.8071%
10	Jefferson	10.7114%
11	Denver	15.0042%
12	Douglas	3.6696%
13	Mesa	2.8911%
14	Southwest	1.4700%
15	Central	1.5627%
16	El Paso/Teller	12.6116%
17	Southwest Corner	1.4375%
18	South Central	1.0973%
19	Southeast	7.4580%
Total		100.0000%

Exhibit G

Regional Governance Models

A. Membership Structure

Single-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
 - 1 or 2 representatives appointed by the county (can be commissioners)
 - 1 representative appointed from the public health department
 - 1 representative from the county human services department
 - 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
 - 1 representative appointed from a municipal or county court system within region
 - 1-3 representatives (total) appointed by the cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors)
 - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)
2. Non-Voting Members (Optional but strongly encouraged)
 - Representatives from behavioral health providers
 - Representatives from health care providers
 - Recovery/treatment experts
 - Other county or city representatives
 - A representative from the Attorney General's Office
 - Community representative(s), preferably those with lived experience with the opioid crisis
 - Harm reduction experts

Multi-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
 - 1 representative appointed by each county (can be commissioners)
 - 1 representative appointed by a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors)
 - 1 representative from each public health department within the region
 - 1 representative from a county human services department
 - At least 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
 - 1 representative from a municipal or county court system within region
 - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)
2. Non-Voting Members (Optional)
 - Representatives from behavioral health providers

- Representatives from health care providers
- Recovery/treatment experts
- Other county or city representatives
- A representative from the Attorney General's Office
- Community representative(s), preferably those with lived experience with the opioid crisis.
- Harm reduction experts

Single-County Single-City Regions (Denver & Broomfield)

1. Voting Members (Recommended List: Participating Local Government to Decide)¹

- 1 representative appointed by the city and county
- 1 representative appointed from the public health department
- 1 representative from the county human services department
- 1 representative appointed from law enforcement within region (sheriff, police, district attorney, etc.)
- 1 representative appointed from a municipal or county court system within region
- Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)

2. Non-Voting Members (Optional)

- Representatives from behavioral health providers
- Representatives from health care providers
- Recovery/treatment experts
- Other county or city representatives
- A representative from the Attorney General's Office
- Community representative(s), preferably those with lived experience with the opioid crisis.
- Harm reduction experts

B. Member Terms

- Regions may establish terms of appointment for members. Appointment terms may be staggered.

C. Procedures

- Regions will be governed by an intergovernmental agreement ("IGA") or memorandum of understanding ("MOU").
- Regions may adopt the Model Colorado Regional Opioid Intergovernmental Agreement, attached here as Exhibit G-1, in its entirety or alter or amend it as they deem appropriate.

¹ In Denver, the Mayor shall make voting member appointments to the Regional Council. In Broomfield, the City and County Manager shall make voting member appointments to the Regional Council.

- Regions may establish their own procedures through adoption of bylaws (model bylaws to be made available).
- Meetings of regional board/committee shall be open to the public and comply with the Colorado Open Meetings Law (including requirement to keep minutes).

D. Financial Responsibility/Controls

- A local government entity shall nominate and designate a fiscal agent for the Region.
- A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado. However, the Regional fiscal agent also can change over time.
- Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.
- Yearly reporting by fiscal agent (using standard form) to the Abatement Council.
- All documents subject to CORA.

E. Conflicts of Interest

- Voting members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

F. Ethics Laws

- Voting members shall abide by applicable state or local ethics laws, as appropriate.

G. Authority

- The Regional Council for each region shall have authority to decide how funds allocated to the region shall be distributed in accordance with the Colorado MOU and shall direct the fiscal agent accordingly.
- Any necessary contracts will be entered into by the fiscal agent, subject to approval by the Regional Council.

H. Legal Status

- The region shall not be considered a separate legal entity, unless the Participating Local Governments decide, through an IGA, to create a separate governmental entity.

Exhibit G-1

MODEL COLORADO REGIONAL OPIOID
INTERGOVERNMENTAL AGREEMENT²

THIS MODEL COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT (the “Regional Agreement”) is made between _____, a Participating Local Government, as defined in the Colorado MOU, in the _____ Region (“_____”) and _____, a Participating Local Government in the _____ Region, (“_____”), individually herein a “Regional PLG” and collectively the “Regional PLGs.””

RECITALS

WHEREAS, the State of Colorado and Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding on _____ 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

WHEREAS, the Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU³;

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

WHEREAS, Participating Local Governments shall organize themselves into Regions, as further depicted in **Exhibit E** to the Colorado MOU;

² This Model Regional Agreement is meant to serve as an example for the various Regions and to facilitate the flow of Opioid Funds to their intended purposes. Regions are free to adopt this Regional Agreement in its entirety or alter or amend it as they deem appropriate.

³ When drafting agreements like this Regional Agreement, Regional PLGs should be conscious of the definitions used therein so as not to confuse such definitions with those used in the Colorado MOU. The Definitions in the Colorado MOU shall supersede any definitions used by Regional PLGs in a Regional Agreement.

WHEREAS, Regions may consist of Single-County Regions, Multi-County Regions, or Single County-Single City Regions (Denver and Broomfield).

WHEREAS, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share;

WHEREAS, each Region shall be eligible to receive a Regional Share according to **Exhibit C** to the Colorado MOU;

WHEREAS, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

WHEREAS, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

WHEREAS, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region;

WHEREAS, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis;

WHEREAS, the Regional Agreement pertains to the procedures for the Regional PLGs to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Regional PLGs incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU⁴. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.
2. **OBLIGATIONS OF THE REGIONAL PLGS**. The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

3. **REGIONAL COUNCIL**.

3.1. Purpose: In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Regional PLGs, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.

3.2. Membership: The Regional Council of a Multi-County or Single County Region shall consist of the following:

a. **Multi-County Region:**

- (i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different counties and cities. No single county or city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:
 - (1) 1 representative appointed by each county (can be commissioners).
 - (2) 1 representative appointed from a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors). A rotating city member shall be selected by majority vote of the cities within each county who do not have a Voting Member currently sitting on the Regional

⁴ See FN 2, *supra*.

Council.

- (3) 1 representative from each public health department within the region.
- (4) 1 representative from a county human services department.
- (5) At least 1 representative appointed from law enforcement within the region (sheriff, police, local city or town district attorney, etc.).
- (6) 1 representative from a municipal or county court system within the region.

b. Single-County Region:

- (i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different cities within the region. No single city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:
 - (1) 1 or 2 representatives appointed by the county (can be commissioners)
 - (2) 1 representative appointed from the public health department
 - (3) 1 representative from the county human services department
 - (4) 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
 - (5) 1 representative appointed from a municipal or county court system within region
 - (6) 1-3 representatives (total) appointed by rotating cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors). Rotating city members shall be selected by majority vote of the cities who do not have a Voting Member currently sitting on the Regional Council.
 - (7) Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of

funds)

- c. **Non-Voting Members.** For both Multi-County and Single County Regions, Non-Voting Members are optional but are strongly encouraged. Non-voting members shall serve in an advisory capacity. Any Non-Voting Members shall be appointed by the Regional PLGs and may be comprised of all or some of the following, not to include potential recipients of funds:
 - (i) Representatives from behavioral health providers.
 - (ii) Representatives from health care providers.
 - (iii) Recovery/treatment experts.
 - (iv) Other county or city representatives.
 - (v) A representative from the Attorney General's Office.
 - (vi) Community representative(s), preferably those with lived experience with the opioid crisis.
 - (vii) Harm reduction experts.
- d. **Acting Chair:** The Voting Members for both Multi-County and Single-County Regions shall appoint one member to serve as Acting Chair of the Regional Council. The Acting Chair's primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be either a Member from a county within a Region, such as a county commissioner or their designee, or a Member from a city or town within a Region, such as a mayor or city or town council member or their designee.
- e. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.
- f. **Terms:** The Regional Council shall be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court. In order to do so, within sixty (60) days of the first Settlement being entered, CCI and CML shall jointly recommend six (6) Voting Members, and so long as such recommendations comply with the terms of Section 3.2 (a) or (b), the Regional Council shall consist of CCI/CML's recommended Members for

an initial term not to exceed one year.⁵ Thereafter, Voting Members shall be appointed in accordance with Section 3.2 (a) or (b) and shall serve two-year terms. Following the expiration of that two-year term, the Regional PLGs, working in concert, shall reappoint that Voting Member, or appoint a new Voting Member according to Section 3.2 (a) or (b).

- (i) If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) or (b) to serve the remainder of the term. If the Regional PLGs are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the Regional Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a) or (b). At the end of his or her term, the individual serving as that replacement Voting Member may be reappointed by the Regional PLGs to serve a full term consistent with this Section.
- (ii) The purpose of the two-year term is to allow Regional PLGs an increased opportunity to serve on the Regional Council. However, Regional Council members who have already served on the Regional Council may be appointed more than once and may serve consecutive terms if appointed to do so by the Regional Council.

3.3. Duties: The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of its Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

3.4. Governance: A Regional Council may establish its own procedures through adoption of bylaws if needed. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

3.5. Authority: The terms of the Colorado MOU control the authority of a Regional Council and a Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should a Regional Council require legal assistance in determining its authority,

⁵ Local Governments within Multi-County or Single County Regions may decide to select initial Voting Members of the Regional Council between themselves and without CCI and CML involvement. However, the Regional Council must be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court.

it may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises.

3.6. Collaboration: The Regional Council shall facilitate collaboration between the State, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.7. Transparency: The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.8. Conflicts of Interest: Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

3.9. Ethics Laws: Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

3.10. Decision Making: The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

4. REGIONAL FISCAL AGENT

4.1. Purpose: According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

4.2. Designation: The Regional Council shall nominate and designate a fiscal agent for the Region by majority vote. Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.

4.3. Term: A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado.

4.4. Duties: The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the

Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

- a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.
- b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.
- c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

4.5. Authority: The fiscal agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional fiscal agent. A Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

5. REGIONAL TWO-YEAR PLAN

5.1. Purpose: According to the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

5.2 Development of 2-Year Plan: In developing a 2-year plan, the Regional Council shall solicit recommendations and information from all Regional PLGs and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

5.3 Amendment: At any point, a Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

6. DISPUTES WITHIN REGION. In the event that any Regional PLG disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Regional PLG shall inform the Acting Chair of its dispute at the earliest

possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Regional PLG informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie-breaker, or the Regional Council may devise its own dispute resolution process. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision.

7. **DISPUTES WITH ABATEMENT COUNCIL.** If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
8. **RECORDKEEPING.** The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Regional Agreement.
9. **AUTHORIZED REPRESENTATIVES.** Each Regional PLGs' representative designated below shall be the point of contact to coordinate the obligations as provided herein. The Regional PLGs designate their authorized representatives under this Regional Agreement as follows:
 - 9.1. _____ designates the _____ of the _____ or their designee(s).
 - 9.2. _____ designates the _____ of the _____ or their designee(s).
10. **OBLIGATIONS OF THE REGIONAL PLGS.** The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
11. **TERM.** The Regional Agreement will commence on _____, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement. (the "Term").
12. **INFORMATIONAL OBLIGATIONS.** Each Regional PLG hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Regional Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Regional Agreement or any remedies available to the Regional PLGs hereunder.
13. **CONFIDENTIALITY.** The Regional PLGs, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Regional PLG or otherwise have access to, except as may be required by law. Nothing in this Regional

Agreement shall in any way limit the ability of the Regional PLGs to comply with any laws or legal process concerning disclosures by public entities. The Regional PLGs understand that all materials exchanged under this Regional Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Regional PLG for disclosure of confidential materials, the Regional PLG shall advise the Regional PLGs of such request in order to give the Regional PLGs the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Regional PLG objects to disclosure of any of its material, the Regional PLG shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Regional PLG agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Regional PLGs may tender all material to the court for judicial determination of the issue of disclosure.

14. GOVERNING LAW; VENUE. This Regional Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to this Regional Agreement will be in the applicable District Court of the State of Colorado for the county of the Region’s fiscal agent. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both a Regional Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.

15. TERMINATION. The Regional PLGs enter into this Regional Agreement to serve the public interest. If this Regional Agreement ceases to further the public interest, a Regional PLG, in its discretion, may terminate their participation in the Regional Agreement, in whole or in part, upon written notice to the other Regional PLGs. Each Regional PLG also has the right to terminate the Regional Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the other Regional PLGs. A Regional PLG’s decision to terminate this Regional Agreement, with or without cause, shall have no impact on the other Regional PLGs present or future administration of its Opioid Funds and the other procedures outlined in this Regional Agreement. Rather, a Regional PLG’s decision to terminate this Regional Agreement shall have the same effect as non-participation, as outlined in Section 3.2 (e).

16. NOTICES. “Key Notices” under this Regional Agreement are notices regarding default, disputes, or termination of the Regional Agreement. Key Notices shall be given in writing and shall be deemed

received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Regional PLGs will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Regional PLGs that are not Key Notices may be done via electronic transmission. The Regional PLGs agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Regional Agreement, and Key Notices shall be given to the Regional PLGs at the following addresses:

17. GENERAL TERMS AND CONDITIONS

- 17.1. Independent Entities.** The Regional PLGs enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 17.2. Assignment.** This Regional Agreement shall not be assigned by any Regional PLG without the prior written consent of all Regional PLGs. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Regional Agreement.
- 17.3. Integration and Amendment.** This Regional Agreement represents the entire agreement between the Regional PLGs and terminates any oral or collateral agreement or understandings. This Regional Agreement may be amended only by a writing signed by the Regional PLGs. If any provision of this Regional Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Regional Agreement shall continue in full force and effect.

- 17.4. No Construction Against Drafting Party.** The Regional PLGs and their respective counsel have had the opportunity to review the Regional Agreement, and the Regional Agreement will not be construed against any Regional PLG merely because any provisions of the Regional Agreement were prepared by a particular Regional PLG.
- 17.5. Captions and References.** The captions and headings in this Regional Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Regional Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- 17.6. Statutes, Regulations, and Other Authority.** Any reference in this Regional Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Regional Agreement.
- 17.7. Conflict of Interest.** No Regional PLG shall knowingly perform any act that would conflict in any manner with said Regional PLG's obligations hereunder. Each Regional PLG certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Regional PLG shall be paid or receive, directly or indirectly, any share or part of this Regional Agreement or any benefit that may arise therefrom.
- 17.8. Inurement.** The rights and obligations of the Regional PLGs to the Regional Agreement inure to the benefit of and shall be binding upon the Regional PLGs and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Regional Agreement.
- 17.9. Survival.** Notwithstanding anything to the contrary, the Regional PLGs understand and agree that all terms and conditions of this Regional Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Regional Agreement shall survive such termination or expiration and shall be enforceable against a Regional PLG if such Regional PLG fails to perform or comply with such term or condition.
- 17.10. Waiver of Rights and Remedies.** This Regional Agreement or any of its provisions may not be waived except in writing by a Regional PLG's authorized representative. The failure of a

Regional PLG to enforce any right arising under this Regional Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

17.11. No Third-Party Beneficiaries. Enforcement of the terms of the Regional Agreement and all rights of action relating to enforcement are strictly reserved to the Regional PLGs. Nothing contained in the Regional Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Regional PLGs receiving services or benefits pursuant to the Regional Agreement is an incidental beneficiary only.

17.12. Records Retention. The Regional PLGs shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request.

17.13. Execution by Counterparts; Electronic Signatures and Records. This Regional Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Regional PLGs approve the use of electronic signatures for execution of this Regional Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Regional PLGs agree not to deny the legal effect or enforceability of the Regional Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Regional PLGs agree not to object to the admissibility of the Regional Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

17.14. Authority to Execute. Each Regional PLG represents that all procedures necessary to authorize such Regional PLG's execution of this Regional Agreement have been performed and that the person signing for such Regional PLG has been authorized to execute the Regional Agreement.

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Colorado Opioids Settlement MOU: Frequently Asked Questions

1. What does this “settle” and why does Colorado need an MOU?

Nationwide settlements have been reached with the “Big 3” opioid distributors (McKesson, Cardinal Health, and AmerisourceBergen) and opioid manufacturer Johnson & Johnson to resolve claims by state and local governments that these companies contributed to the opioid epidemic. The claims being settled include those raised by local governments in the national multi-district litigation (“MDL”), *In Re: National Prescription Opiate Litigation*, MDL 2804 (N.D. Ohio). More information about these settlements can be found at <https://nationalopioidsettlement.com/>.

The Colorado MOU establishes the framework for distributing and sharing these settlement proceeds throughout Colorado. Local governments and the State prepared the Colorado MOU, which prioritizes regionalism, collaboration, and abatement. It is expected that the Colorado MOU will also be used for settlements with other opioid defendants in the future, including any settlement from Purdue Pharma’s bankruptcy proceeding. Colorado Attorney General Phil Weiser signed the MOU on August 26, 2021. The Colorado MOU is included in this packet from the Attorney General’s Office and can also be found at www.coag.gov/opioids.

2. Who put together the Colorado MOU?

Local government officials from across Colorado were involved in the negotiation of the Colorado MOU with the Attorney General’s Office. County commissioners, mayors, county and city attorneys, and other stakeholders came together with the assistance of Colorado Counties, Inc. (“CCI”) and the Colorado Municipal League (“CML”) to establish the framework and negotiate the details of the Colorado MOU.

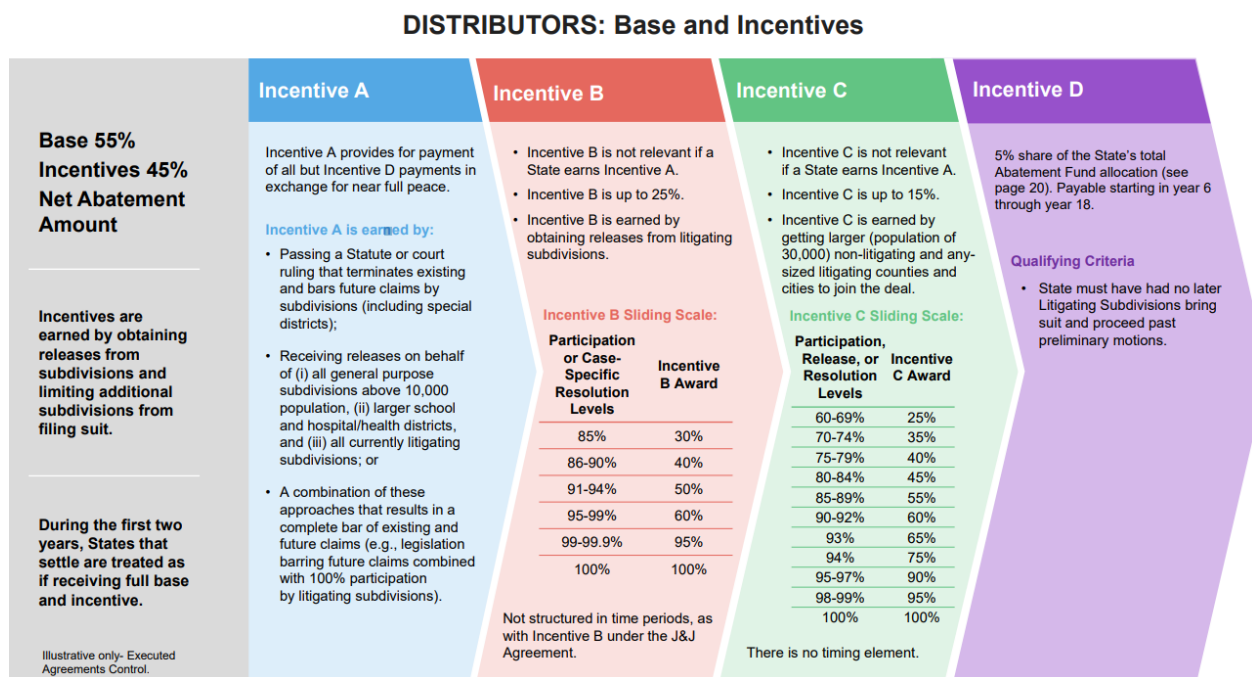
3. How much money will Colorado receive and over what period of time?

Funds from the Big 3 and Johnson & Johnson settlements will be distributed over a period of years. The Big 3 distributors will pay a maximum of \$21 billion over 18 years, while Johnson & Johnson will pay a maximum of \$5 billion over no more than nine years. In total, up to approximately \$22.8 billion in settlement proceeds will be payable to state and local subdivisions nationwide. Each state receives a percentage of that recovery, and Colorado’s maximum share from these settlements will likely be more than \$300 million.

However, as discussed more below, Colorado will receive its maximum share of settlement payments only if enough local governments sign on to the deal. Also, the settling defendants have the option to “walk away” from the deals if there is not enough participation, so it is important that a “critical mass” of local governments signs on soon. Otherwise, the entire deal could fall through.

4. How can we maximize Colorado's recovery?

The MOU was designed to ensure that as many local governments as possible would agree to its terms. The Big 3 Distributor and Johnson & Johnson settlements include incentive payments based on how many governments participate. Strong participation from local governments is needed to receive the full settlement payments for all of Colorado. Local governments should sign the Colorado Subdivision Escrow Agreement to ensure their legal claims are released only when 95% participation by local governments has been reached, which secures significant incentive payments under these settlement agreements. For more information on the incentive payments, please see the graphics below:



JOHNSON & JOHNSON: Base and Incentives

	Incentive A	Incentive B	Incentive C	Incentive D																																												
Base 45% Incentives 55% Global Settlement Abatement Amount Incentives are earned by obtaining releases from subdivisions and limiting additional subdivisions from filing suit.	Incentive A provides for payment of all but Incentive D payments in exchange for near full peace. Earning Incentive A also causes substantial payments, the first three years of payments, accelerated and paid within 90 days. Incentive A is earned by: - Passing a Statute or court ruling that terminates existing and bars future claims by subdivisions (including special districts); - Receiving releases on behalf of (i) all general purpose subdivisions above 10,000 population, (ii) larger school and hospital/health districts, and (iii) all currently litigating subdivisions; or - A combination of these approaches that results in a complete bar of existing and future claims (e.g., legislation barring future claims combined with 100% participation by litigating subdivisions).	- Incentive B is not relevant if a State earns Incentive A. - Incentive B is up to 30%. - Incentive B is earned from obtaining releases from litigating subdivisions. Incentive B Sliding Scale: <table><tr><th>Participation or Case-Specific Resolution Levels</th><th>Incentive B Award</th></tr><tr><td>75%</td><td>50%</td></tr><tr><td>76%</td><td>52%</td></tr><tr><td>77%</td><td>54%</td></tr><tr><td>78%</td><td>56%</td></tr><tr><td>79%</td><td>58%</td></tr><tr><td>80%</td><td>60%</td></tr><tr><td>85%</td><td>70%</td></tr><tr><td>90%</td><td>80%</td></tr><tr><td>95%</td><td>90%</td></tr><tr><td>100%</td><td>100%</td></tr></table> Timing element Incentive B is structured in time periods and states will receive a percentage of sliding scale payments depending on when they reach 75% of litigating subdivisions signed on: (a) 0-210 days = 100% of sliding scale; (b) 211-365 = 75% of sliding scale; and (c) 366-2 years from effective date = 50% of sliding scale.	Participation or Case-Specific Resolution Levels	Incentive B Award	75%	50%	76%	52%	77%	54%	78%	56%	79%	58%	80%	60%	85%	70%	90%	80%	95%	90%	100%	100%	- Incentive C is not relevant if a State earns Incentive A. - Incentive C is up to 20%. It breaks Incentive C in two parts. - Incentive C is earned by getting larger (population of 30,000) litigating and non-litigating counties and cities to join the deal. 5% is awarded for obtaining a State's ten largest general purpose subdivisions (cities and counties). Incentive C Sliding Scale: <table><tr><th>Participation, Release, or Resolution Levels</th><th>Incentive C(1) Award</th></tr><tr><td>60%</td><td>40%</td></tr><tr><td>70%</td><td>45%</td></tr><tr><td>80%</td><td>50%</td></tr><tr><td>85%</td><td>55%</td></tr><tr><td>90%</td><td>60%</td></tr><tr><td>91%</td><td>65%</td></tr><tr><td>92%</td><td>70%</td></tr><tr><td>93%</td><td>80%</td></tr><tr><td>94%</td><td>90%</td></tr><tr><td>95%</td><td>100%</td></tr></table> There is no timing element.	Participation, Release, or Resolution Levels	Incentive C(1) Award	60%	40%	70%	45%	80%	50%	85%	55%	90%	60%	91%	65%	92%	70%	93%	80%	94%	90%	95%	100%	5% share of the State's total Abatement Fund allocation (see page 20). Payable starting in year 6 through year 18. Qualifying Criteria State must have had no later Litigating Subdivisions bring suit and proceed past preliminary motions in the 5 years following the Effective Date.
Participation or Case-Specific Resolution Levels	Incentive B Award																																															
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5. Is participation limited to litigating entities?

No, participation is not limited to governments that filed suit in the opioid litigation. Money from these settlements will be used for opioid crisis abatement in communities across Colorado, regardless of whether they have chosen to sue. All Colorado local governments are eligible to participate in the settlements and join the MOU, and the MOU does **not** allocate more funds to cities and counties that chose to file suit—all cities and counties in Colorado are allocated funds based on the same objective factors.

6. How will settlement proceeds be divided within the state under the Colorado MOU?

Under the Colorado MOU, settlement proceeds will be distributed as follows:

- 10% directly to the State (“State Share”)
- 20% directly to Participating Local Governments (“LG Share”)
- 60% directly to Regions (“Regional Share”)
- 10% to specific abatement infrastructure projects (“Statewide Infrastructure Share”)

7. How will the money be spent?

Under the Colorado MOU, all settlement funds must be used only for “Approved Purposes,” a long and broad list that focuses on abatement strategies. These strategies emphasize prevention, treatment, and harm reduction. Some examples of these strategies include training health care providers on opioid use disorder (“OUD”) treatment and responsible prescribing, expanding telehealth and mobile services for treatment, and increasing naloxone and rescue breathing

supplies. The list of Approved Purposes is broad enough to be flexible for local communities, while ensuring that settlement funds are used to combat the opioid epidemic. The list of Approved Purposes is attached as Exhibit A to the MOU, unless the term is otherwise defined in a settlement.

To ensure that settlement funds are in fact used only for Approved Purposes, a General Abatement Fund Council (the “Abatement Council”) will be formed. This committee will consist of thirteen representatives appointed by the State and Participating Local Governments to ensure opioid funds are spent in compliance with the terms of the settlements and the Colorado MOU.

8. How will direct payments to local governments be allocated?

Under the Colorado MOU, 20% of the settlement funds will be paid directly to local governments. A list of the percentage of settlement funds that will be allocated to each County Area (that is, the county government plus the municipalities within that county) is Exhibit D to the Colorado MOU. Those allocations are further broken down to an intracounty level in Exhibit E, which is a default allocation.

The allocations to each County Area are based on three factors that address the relative severity of the opioid crisis: (a) the number of persons suffering from Opioid Use Disorder in the county; (b) the number of opioid overdose deaths in the county; and (c) the amount of opioids distributed within the county (measured in Morphine Milligram Equivalent units).

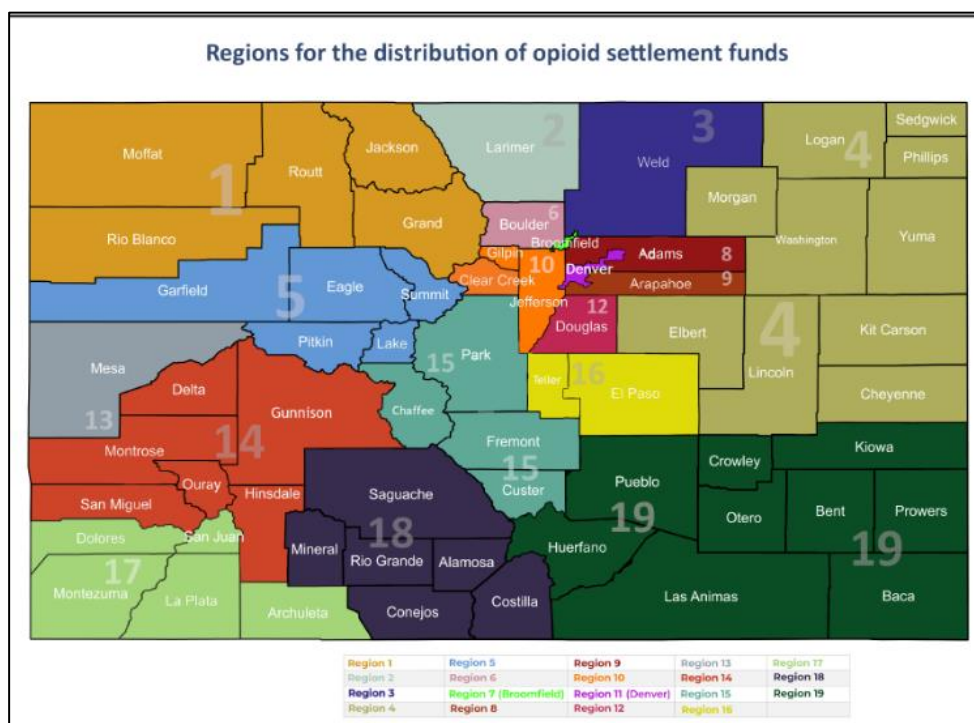
The intracounty allocations in Exhibit E are based on a default allocation model that will apply unless the local governments in a County Area enter into an agreement that provides for a different allocation model. These allocations are based on a model developed by health economist experts, which use data from the State and Local Governments Census on past spending relevant to opioid abatement.

To ensure transparency and that settlement funds are used for Approved Purposes, local governments that receive settlement funds directly will be required to provide expenditure data to the Abatement Council on an annual basis. Local governments that wish to join the MOU but do not wish to receive any direct payments have the option to redirect their payments to the Regional allocation described below.

A local government that chooses not to participate or sign onto the Colorado MOU will not receive funds from the LG Share and the portion of the LG share that it would have received will instead be re-allocated to the Regional Share described below.

9. How will payments to Regions be allocated?

Under the Colorado MOU, 60% of the settlement funds will be allocated to single- or multi-county regions made up of local governments. Local governments in Colorado worked collaboratively to develop the Regional Map, which emphasizes existing local infrastructure and relationships. The regional map is below, as well as included in the Colorado MOU as Exhibit C:



For more information on the percentages of settlement funds that will be allocated to each Region, please see Exhibit F of the Colorado MOU.

10. How will the Regions be governed?

Each Region will create its own “Regional Council” consisting of members from the constituent local governments to determine what Approved Purposes to fund with the Region’s allocation. The Regional Council will have the power to make spending decisions in the Region. The Regions will designate a fiscal agent prior to receiving any settlement funds. Regional governance models are attached to the Colorado MOU as Exhibit G. Each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. Each Regional Council will provide expenditure data to the Abatement Council on an annual basis.

11. How will the Statewide Infrastructure Share work?

Many stakeholders have expressed a need for capital improvements across Colorado, and particularly in underserved areas, to abate the opioid crisis. The Colorado MOU directly addresses this by allocating 10% of settlement funds going to these projects. This money will be distributed by a statewide committee based on need. The Abatement Council will establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for local governments or regions to apply for opioid funds from the Statewide Infrastructure Share.

12. How will attorneys' fees and expenses be paid?

The Attorney General and local governments have agreed to a "Back-Stop Fund" for attorneys' fees and costs. The attorneys' fee provision in the Colorado MOU equitably allocates the cost of attorneys' fees across all local governments, while also allowing non-litigating entities to share in the 25% premium for releases signed by the litigating entities in the "Big 3" Distributor and Johnson & Johnson settlements.

Before a law firm can apply to the Back-Stop Fund, it must first apply to any national common benefit fee fund. The Back-Stop Fund will only be used to pay the difference between what law firms are owed and the amount they have received from a national common benefit fee fund. Attorneys' fees are limited to 8.7% of the total LG Share and 4.35% of the total Regional Share. No funds will be taken from the Statewide Infrastructure Share or State Share.

A committee will be formed to oversee payments from the Back-Stop Fund. The committee will include litigating and non-litigating entities. Importantly, any excess money in the Back-Stop fund, after attorneys' fees and costs are paid, will go back to the local governments.

13. Why is this a great result for local governments?

The Colorado MOU will ensure effective and efficient use of funds without dilution or diversion of opioid settlement money to unrelated purposes or unnecessary overhead expenses. In the Colorado MOU the local governments control 80% of the settlement funds.

- Bottom-Up Approach – The need is at the local level, so the resources should be, too.
- Local Voices – The communities bearing the brunt of this burden must have a meaningful seat at the table to make decisions about where resources go.
- Flexibility – The Colorado MOU provides an opportunity for local governments to decide how to entrust their own regional funds without unnecessary red tape.

14. How do I sign the MOU?

Local governments should sign four documents.

a. First is the MOU.

b. Next, each local government will need to sign a Subdivision Settlement Participation Form for each of the **two settlements** (the "Big 3" Distributor settlement and the Johnson & Johnson settlement) releasing their legal claims and stating they are participating in the settlements.

c. In addition, a Colorado Subdivision Escrow Agreement should be signed to ensure legal claims are released only when 95% participation by certain local governments has been reached, which secures a significant portion of the incentive payments described in FAQ 4, above. Under the terms of the Colorado Subdivision Escrow Agreement, CCI (for counties) or

CML (for municipalities) will hold the MOUs and the Subdivision Settlement Participation Forms for each of the settlements in escrow until 95% participation by local governments has been reached as to specified incentive payments under the respective settlement agreements.

Copies of the Subdivision Settlement Participation Forms, the MOU with signature pages for each local government, and the Colorado Subdivision Escrow Agreement will be provided by the Attorney General's Office. The documents should be executed by the individual or body with authority to do so on behalf of their respective county or municipality and submitted by mail or email to either CCI or CML at the following addresses:

<u>For Counties:</u> Colorado Counties, Inc. 800 Grant, Ste 500 Denver, CO 80203 Email: Kyley Burress KBurress@ccionline.org Katie First KFirst@ccionline.org	<u>For Municipalities:</u> Colorado Municipal League 1144 N. Sherman St. Denver, CO 80203 Email: opioidsettlement@cml.org
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If you have any questions, please reach out to Heidi Williams of the Colorado AG's office at Heidi.Williams@coag.gov.

Colorado Subdivision Escrow Agreement

Governmental Entity:	State: CO
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”) hereby provides Colorado Counties, Inc. (for counties) or the Colorado Municipal League (for municipalities) (“*Escrow Agent*”) the enclosed copies of the Governmental Entity’s endorsed Subdivision Settlement Participation Forms and the Colorado Opioids Settlement Memorandum of Understanding (“Colorado MOU”), to be held in escrow. The Subdivision Settlement Participation Forms apply respectively to (1) the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, dated July 21, 2021 (“*Distributor Settlement*”); and (2) the National Settlement Agreement with Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson, dated July 21, 2021 (“*J&J Settlement*”). Pursuant to this Agreement, the Subdivision Settlement Participation Forms and the Colorado MOU will be released only if there is 95% participation by local governments in Colorado as further explained below.

Purpose of this Agreement

By endorsing a Subdivision Settlement Participation Form in the Distributor Settlement and the J&J Settlement, a governmental entity agrees to participate in those settlements and release any legal claims it has or may have against those settling pharmaceutical companies. This Colorado Subdivision Escrow Agreement is meant to ensure that the legal claims of governmental entities in Colorado will be released only when 95% participation by certain governmental entities has been reached. That 95% participation threshold is important because it signals to the settling pharmaceutical companies that the settlement has wide acceptance which will then secure significant incentive payments under these settlement agreements.

Escrow

The Escrow Agent shall promptly report the receipt of any Governmental Entity’s endorsed Subdivision Settlement Participation Forms and Colorado MOUs to the Colorado Attorney General’s Office and to the law firm of Keller Rohrback L.L.P. These documents shall be released by the Escrow Agent to the Colorado Attorney General’s Office if and when the Escrow Agent is notified by the Attorney General’s Office and Keller Rohrback that that the threshold 95% participation levels have been reached for both the Distributor Settlement and the J&J Settlement, as further described below. If by December 29, 2021, the Escrow Agent has not received notification that the threshold 95% levels have been reached for both the Distributor Settlement and the J&J Settlements, then the documents being escrowed shall be returned to the Governmental Entities and all copies shall be destroyed.

Distributor Settlement

The Attorney General's Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the percentages of populations eligible for Incentives B and C, as described in Sections IV.F.2 and IV.F.3 of the Distributor Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages of populations eligible for Incentives B and C under the Distributor Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

J&J Settlement

The Attorney General's Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the Participation or Case-Specific Resolution Levels for Incentives B and C, as described in Sections V.E.5 and V.E.6 of the J&J Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages or populations eligible for Incentives B and C under the J&J Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

Colorado Subdivision Name _____

Authorized Signature

Date

EXHIBIT K

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 69
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A TOWN OF EAGLE CODE OF CONDUCT AND ETHICS APPROVING THE
COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING AND
THE ASSOCIATED COLORADO SUBDIVISION ESCROW AGREEMENT AND
SUBDIVISION PARTICIPATION FORMS

WHEREAS, the State of Colorado, as well as several Colorado local governments, have pursued litigation against various pharmaceutical companies for their role in causing the opioid epidemic in Colorado;

WHEREAS, that litigation recently resulted in settlements with Purdue Pharma, McKinsey & Co., Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, resulting in up to approximately \$400 million in settlement funds for both the State and Colorado local governments to abate the opioid crisis;

WHEREAS, the Colorado Memorandum of Understanding (the "Colorado MOU") was signed by Colorado Attorney General Phil Weiser on August 26, 2021;

WHEREAS, to receive the full settlement payments for all of Colorado, strong participation by local governments signing on to the Colorado MOU is necessary;

WHEREAS, local governments and the State prepared the Colorado MOU, which provides the framework for fairly dividing and sharing settlement proceeds among the state and local governments in Colorado; and

WHEREAS, the Town Council finds it in the best interest of the public health, safety and welfare to approve the Colorado MOU as well as the associated Colorado Subdivision Escrow Agreement and Subdivision Participation Forms.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, THAT:

Section 1. The Colorado MOU and the associated Colorado Subdivision Escrow Agreement and Subdivision Participation Forms are hereby approved in substantially the form attached hereto as **Exhibit A**, and in a form approved by the Town Attorney, and authorizes the Town Manager to execute the Agreement and forms of behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON October 12, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From:

Date: October 12, 2021

Agenda Item: 2022 Proposed Budget Presentation

REQUEST:

BACKGROUND:

ANALYSIS:

COMMUNITY INPUT:

BUDGET / STAFF IMPACT:

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

RECOMMENDED ACTION OR PROPOSED MOTION:

ATTACHMENTS:

1. 2022 Budget Memo -Oct 11 Budget Presentation
2. 2022 Proposed Budget Message Final 10.12.21docx
3. 2022 Proposed Budget – 10/12/21 Draft
4. Capital Improvement Plan for 2022-2026 – 10/12/21 Draft
5. Eagle River Park Budget Proposal



To: Mayor and Town Council

From: Brandy Reitter, Town Manager
Kelly Huitt, Acting Finance Director

Date: October 12, 2021

Agenda Item: 2022 Proposed Budget Presentation

REQUEST: Staff is requesting that the Town Council review the 2022 Budget and set a Public Hearing for Tuesday, October 26, 2020.

BACKGROUND: The Town Manager is required to present the proposed 2022 budget to the Town Council by October 15. The budget process takes a significant amount of time and dedication by staff and council. The budget is the blueprint for operations and communicates the priorities of the Town Council and organization. Staff started early this year by kicking off the budget in May. The Town Council held two work sessions on the proposed budget on September 9 and 23. At those meetings a draft Capital Improvements Plan and operating budget were presented, and feedback was given to staff. Feedback was incorporated and remaining items will be included on October 26.

At this meeting we will highlight changes from the work sessions in September, and request the Town Council's consensus on feedback received. Since this is the official proposed budget, staff will work over the next few months to finalize the finishing touches on the numbers as well as the budget book. Since the audit is late this year, the fund balances will be updated in November. The next steps are:

October 26 – Public Hearing on the Budget

- Staff will present additional budget adjustments as needed
- Staff will present a revised Capital Improvement Plan as needed
- Staff will present the fee schedule
- The Town Council will give input on the budget

November 9 – Public Hearing on the Budget

- Staff will follow up on items resulting from the meeting on October 26
- Staff will present additional budget adjustments as needed
- Staff will present an updated fee schedule
- The Town Council will give input on the budget

December 14 – Public Hearing on the Budget

- Adopt 2022 Budget
- Adopt Mill Levy
- Approve appropriation of the budget

- Certify the 2022 Budget

ANALYSIS:

Provided in the analysis below are the changes that were included in the budget from the work sessions held in September.

<u>GENERAL FUND</u>	
75,000	DDA WORK PLAN and DCI SUPPORT
50,000	ECONOMIC DEVELOPMENT FOR EVC
100,000	BRANDING AND WAYFINDING
150,000	ADD TRANSFER OUT TO OPEN SPACE IN 2021 AND 2022
2,401	INCREASE IN NWCOG DUES
20,000	IT: DOCUMENT RETENTION/BACKUP STORAGE
24,000	IT: TRAINING FOR IT MGR AND STAFF
10,000	MERAKI CLOUD SUBSCRIPTION
6,000	APPLICATION DEVELOPMENT SVCS - SCRIPTS/CUSTOMIZATION
7,200	PROJECT BASED MISC CONTRACT SVCS
27,627	OFFICE 365 INCREASE SERVICES
34,510	COMPUTER REPLACEMENTS - INCLUDES NEW EE'S AND CURRENT
32,000	GIS SET UP
4,000	FURNITURE/SUPPLIES FOR NEW EMPLOYEES
(41,974)	ADD REVENUE OFFSET 1/2 SRO SALARY TO BE CONTRIBUTED BY ECSD
<u>SALES TAX CAPITAL IMPROVEMENT FUND</u>	
35,000	ADD TO PAVILION FOR SOLAR
<u>OPEN SPACE FUND</u>	
35,000	TRAIL MAINTENANCE FUNDRAISING REQUEST
873	OFFICE 365 INCREASE SERVICES
3,240	COMPUTER REPLACEMENTS - INCLUDES NEW EE'S AND CURRENT
<u>CAPITAL IMPROVEMENT FUND</u>	
100,000	PW ELECTRIC VEHICLE CHARGING STATIONS
100,000	TH ELECTRIC VEHICLE CHARGING STATIONS
20,000	TH OFFICE RENOVATION
12,500	NETWORK OVERHAUL ADMIN
14,000	NETWORK OVERHAUL WATER/WASTEWATER
7,700	NETWORK OVERHAUL PW
16,000	NETWORK OVERHAUL PD
(35,000)	SECURITY CAMERAS ADJUSTMENT

WATER FUND	
3,923	OFFICE 365 INCREASE SERVICES
12,969	COMPUTER REPLACEMENTS - INCLUDES NEW EMPLOYEES AND EXISTING
1,000	FURNITURE/SUPPLIES NEW EMPLOYEES
WASTEWATER (UTILITY) FUND	
2,573	OFFICE 365 INCREASE SERVICES
12,279	COMPUTER REPLACEMENTS - INCLUDES NEW EMPLOYEES AND CURRENT
1,000	FURNITURE/SUPPLIES NEW EMPLOYEES

Changes to wages and personnel from September:

- Staff added an Administrative Technician to support Finance and HR and a 1% market adjustment based on comparable data.

In addition to the change from September, staff received a quote to update the 2015 building code and develop sustainability policies for \$15,000. This is not included in the proposed 2022 budget.

Follow-Up Items:

Questions:

1. Does the Town Council want to add \$15,000 in the budget to develop sustainable building codes?
2. Does the Town Council want to approve the Eagle River Park budget revisions and amend the master plans and phase already in place?

COMMUNITY INPUT: Community input has not been received at this point; however, the community will have a chance to provide feedback during budget hearings.

BUDGET/STAFF IMPACT: N/A

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The 2022 Proposed Budget reflects all the business values and helps accomplish the major objectives prioritized by the Town Council.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to set a Public Hearing on the 2022 Proposed Budget for October 26, 2022.

ATTACHMENTS:

- Capital Improvement Plan for 2022-2026 – 10/12/21 Draft
- 2022 Proposed Budget – 10/12/21 Draft
- Eagle River Park Budget Proposal



October 12, 2021

Honorable Mayor and Members of the Town Council:

The 2022 Budget presented to you is a balanced approach to revenues and expenditures for all funds. Although needs typically exceed the availability of resources, the budget manages to accomplish the priorities of the Town Council, staff, the community and maintains the current level of service. The budget is a living document that serves as a planning tool for the upcoming year. The Town Council and staff refer to the budget all year to plan and execute the priorities of the community.

Different areas of the budget achieve the goals of the Town of Eagle and they are provided below:

Economic Outlook

Sales tax collections continue to improve. Overall sales tax collections are up around 18% over 2020. In 2022, the Town is proposing a conservative 6% in projected sales tax collections. Overall sales tax revenue in the General Fund will increase by \$462,985 over 2021. The Town expects to see an increase in revenues from licenses and permits but will amend the budget as fees are realized. This is a result of the recent approvals of major and minor developments that will start construction in 2022. The total revenues for the General Fund are \$10,173,525 which represents a 5% increase over last year.

The real estate market is strong in the region and the values of residential and commercial properties are at an all-time high. The Town projects a 10% increase in property tax collections over 2021. This equates to an increase of \$36,285 totaling \$389,427 for the year. Other taxes will remain flat for 2022.

In 2021, the Town's position was conservative due to the COVID-19 global pandemic. The economic recovery is ongoing. The Town weathered an unpredictable environment and has emerged strongly compared to 2020 and 2021. The Town made significant investments in 2021 to support local businesses. Eagle Bucks pumped nearly \$100,000 into the local economy along with the conclusion of the Be our Guest Program that helped businesses expand their operations into public spaces to negate capacity restrictions.

In 2022, the Town is in a great position and will transition from a pandemic recovery to a proactive business-friendly economic environment.

Economic Development Initiatives

Most of the Town's revenues are generated by sales tax and economic development is important to ensure long-term financial stability. There are a few investments that the Town is making in economic development in 2022.

- **Downtown Development Authority (DDA)** – The voters recently approved a DDA in 2020 to support revitalization in Eagle's historic downtown. In 2021, the DDA will ask voters to authorize

up to \$27,000,000 to go towards improvements and investments in the downtown. The Town will also provide \$50,000 in funding support to complete elements of the DDA work plan.

- Public Art and Beautification Gateway Project – In 2022, the Town will combine the installation of a public art mural wall and landscaping along the eastside of the Eby Creek Road roundabouts. This will create an inviting gateway into the Town of Eagle.
- Broadband – Town invested in broadband in 2021 by constructing a telecommunications hut at Public Works and extended fiber along Chambers Rd. This expanded access for the Town to begin subscribing to customers. In 2022, if the Town receives credit approval for broadband, the organization can begin constructing the network to provide low-cost broadband to residents and businesses in Eagle.
- Regional Transit Authority (RTA) – The Town will become a funding partner and participate in the RTA technical advisory committee if the ballot measure is successful in 2021. This initiative establishes the RTA and consolidates and expands transit options in the region.
- Housing Strategies – The Town continues to partner with Eagle County on the West Eagle Housing project. In 2021, the stakeholder committee will finalize the developer selection and move forward with planning the project in 2022. Community Development applied for a grant to develop an affordable housing strategy for the Town of Eagle. This project will begin in 2022 and the organization will include recommendations in the rewrite of the development code.
- Technology and Outdoor Recreation Assessment – The Town kicked this project off in 2021 in partnership with CU Boulder. Phase 1 of the plan will be completed in 2022. The scope of the project includes a market assessment and recommendations for how the Town can retain and attract businesses in the outdoor industry.
- Town-Wide Economic Development Strategy – In 2021, the Town Council approved funds for a town-wide economic development strategy. The Economic Vitality Committee will work with the consultant to complete the plan in 2022.
- Quality of Life Initiative Polling – In 2022, the Town will conduct polling to assess the public's desire to fund projects like Grand Avenue, open space, trails, and capital improvements. This information will help the Town decide if it would like to move forward with a ballot measure in the future.

Long Range Planning Initiatives

The Town has prioritized long-range planning and development of a vision that will inform several of the projects that Community Development is working on. These projects will set the foundation for how the Town will develop and grow. Below is a list of initiatives that are slated for 2022:

- Rewrite of the Land Use Code – In 2021, the Town switch gears and contracted with Clarion to kick off the rewrite of the development code. In 2022, the document will be completed along with revisions to the sign code.

- Highway 6/Grand Avenue Corridor Plan – The Town kicked off this project in 2020 and it will take approximately 18 months to complete. In 2021, the consultant team and stakeholder committee completed phases one and two of the project and successfully revealed a concept plan to the public. In 2022, the concept plan will be completed, and the Town will identify funding strategies for the plan.
- Open Space & Trails Master Plan – This initiative will be completed in 2021. In 2022, the Town will start to implement the recommendations identified in the plan.

Administrative Initiatives

In 2021, the Town created for the first time an Information Technology Department with staff dedicated full-time to the operation. Previously, IT was contracted out with limited support to the organization. This was an important step and as a result, the Town will see improvements in security, efficiencies, and innovation. In 2022, the organization is proposing the following projects:

- Network Improvements – The Town does not have connectivity to the network for its facilities. This is one of the major reasons why the organization has struggled to improve its internal IT functions and process. In 2022, the organization is proposing to connect its facilities to the network via THOR. This will also include a complete overhaul of the networks at each of its facilities.
- Security Cameras – As a result of network improvements, the organization is proposing to install security cameras at facilities that are constantly plagued by vandalism.
- Virtual Servers – The Town will invest in new servers that are beyond their useful life. The oldest server was installed in 2012 and is obsolete. Virtual servers are necessary to expand the capacity of the network and improve cyber security.

Infrastructure and Capital Improvements

The Town has several important infrastructure projects in the works. In 2018, staff developed the Town's first Capital Improvement Plan. The Town will continue the execution of that plan and identification of additional projects. In 2022, the Town is planning to work on the following projects:

- The newly created stormwater management enterprise fund has enough revenue to pay for projects. In 2022, the Town will invest \$50,000 in a stormwater assessment to identify projects to maintain and improve infrastructure.
- Capital Improvement Identification Planning – In 2022, the Town will hire a consultant to improve the CIP and develop a 10-year plan. The staff has done a good job of identifying capital but could benefit from having the capacity to complete a comprehensive capital improvements list.
- Pavement Management – Public Works continues to complete maintenance and improvements. In 2022, the Town will resurface Chambers Avenue along Swatch Road, Marmot Lane, Pond Road, and Eby Creek Road near Pond Road.

- Cemetery Tank Replacement – The Town completed the design of the Cemetery Tank and will begin the construction process in 2022. The project will likely continue into 2023. The Town plans to install telecommunication towers on the site for high-speed internet and phone services.

Public Safety Investments

The Town continues to prioritize investments in public safety. As Eagle grows it is important to provide safe and reliable services. Below are items that are funded in 2022 to ensure that the Town is making improvements in this area:

- Police Department Equipment and Fleet Upgrades – The Town will continue the replacement cycle for patrol cars. In 2022, staff will replace two cars and add vehicles for the School Resource Officer and the Detective.
- Brush Creek Park Playground Equipment Replacement – The existing equipment at Brush Creek Park was built over 20 years ago. The wood play structure is showing its age, is harder to maintain, and is unsafe. In 2022, the Town will complete a design for a new play structure and apply for a GOCO grant to replace the equipment 2022.

Sustainability and Conservation

In 2021, the Town Council adopted a net-zero carbon emissions policy which established goals for the organization to achieve. In 2022, the Town will fund strategies to save money and improve the environment. Those projects are listed below:

- Net-Zero Carbon Emissions Assessment – In 2022, the Town will initiate an assessment to establish a baseline for carbon emissions and develop strategies to achieve net-zero goals.
- Electric Vehicle Charging Stations – To begin the process of converting fleet to electric, the Town will install EV stations at Public Works, Town Hall, and the Eagle River Park.
- Adam Palmer Fund – In 2021, we lost Adam Palmer and Andy Jessen in an avalanche. Adam was a supporter of sustainability and spent most of his time dedicated to these efforts. Andy was also supportive. In 2022, the Town will set up the Palmer Fund in partnership with the Eagle Valley Community Fund to raise money for sustainability projects in the community.
- Colorado Energy Office Partnership – In 2021, the Town Council approved a partnership with the Colorado Energy Office and Yearout to apply for grants and to implement sustainability projects in the water and wastewater facilities. Improvements include upgrades to meters, equipment, and installation of PVC systems and other solar projects.

Structural and Organizational Changes

The Town is proposing a few changes to departments, staffing, and funds. In 2021, the organization experienced prolonged vacancies and struggle to fill positions. Once filled, the organization continues to struggle with keeping up with the growth the Town is experiencing. To ensure that we maintain a positive organizational culture, the Town has proposed making investments in the workforce in 2022. These investments include:

- Staff Changes – The Town continues to build capacity. The organization went from 66 positions in 2021 to 74 in 2022. The organization will hire 8 FTE which will increase the ability to provide improved levels of service. The proposed budget includes the following positions:
 - Police – School Resource Officer
 - Police - Detective
 - Public Works – Streets Maintenance Technician
 - Public Works – Building & Grounds Technician
 - Public Works – Water Operator A
 - Finance/HR – Administrative Technician
 - Administration – Communications & Marketing Specialist
 - Administration – Economic Development Specialist
- Pay Plan – Human resources completed a comprehensive assessment of wages and grades of the pay plan for 2022. This resulted in making several market adjustments. The average market adjustments are between 5% - 6% and the projected merit pool will be 2% - 3%. The total investment in market adjustments in 2022 is \$136,608 and the merit pool is \$60,612.

The Town is proposing a restructure in Special Events and plans on moving the Information Center under the Assistant Town Manager. The proposed budget adds two new programs to the organization. For the first time, the Town will have dedicated programs for communications/marketing and economic development.

Insurance & Benefits

In 2021, the Town invested significant resources to enrich healthcare and retirement plans for employees. In 2022, the proposed budget will keep the benefits the same. The Town will see a 7.5% increase in healthcare costs. The administration is proposing to have the Town cover these costs so that employees can receive 100% of the benefit of the proposed market adjustments and merit pool.

Conclusion

The Town continues to execute the Strategic Plan and make investments in economic development, service delivery, and organizational capacity. The Town is growing and will continue to be the beneficiaries of development. The 2022 budget reflects new economic investments that will pay off over time. It is our goal to become a standard-driven organization and operate with professionalism. Progress made towards proactive policies and initiatives will serve the Town well. The budget builds on these efforts. The development of the 2022 budget was a collaboration between all departments and elected officials. Thanks to the entire team for their efforts.

Respectfully submitted,



Brandy Reitter
Town Manager
Town of Eagle

BUDGET SUMMARY

BUDGET - ALL FUNDS SUMMARY

	<u>2020 ACTUAL</u>	<u>2021 BUDGET</u>	<u>2021 REVISED</u>	<u>2022 BUDGET</u>
GENERAL FUND:				
BEGINNING FUND BALANCE	\$ 4,445,370	\$ 4,052,698	\$ 5,016,864	\$ 4,871,046
REVENUES	9,061,888	8,735,227	9,677,047	10,153,525
TRANSFERS-IN FROM OTHER FUNDS	115,641	20,000	20,000	20,000
EXPENDITURES	(6,376,035)	(8,194,150)	(7,652,865)	(9,920,866)
TRANSFERS-OUT TO OTHER FUNDS	(2,230,000)	(2,050,000)	(2,190,000)	(150,000)
ENDING FUND BALANCE	\$ 5,016,864	\$ 2,563,775	\$ 4,871,046	\$ 4,973,705

WATER FUND:

BEGINNING FUND BALANCE	\$ 24,360,097	\$ 13,245,133	\$ 15,968,995	\$ 14,365,692
REVENUES	6,458,634	5,177,020	5,033,063	5,215,061
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(14,849,736)	(8,414,471)	(6,636,366)	(9,704,632)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 15,968,995	\$ 10,007,682	\$ 14,365,692	\$ 9,876,121

WASTE WATER FUND:

BEGINNING FUND BALANCE	\$ 6,362,271	\$ 6,867,711	\$ 7,226,602	\$ 8,229,123
REVENUES	3,365,398	3,691,000	3,683,000	3,491,530
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(2,501,068)	(2,653,828)	(2,680,479)	(3,496,585)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 7,226,602	\$ 7,904,883	\$ 8,229,123	\$ 8,224,067

REFUSE FUND:

BEGINNING FUND BALANCE	\$ 255,570	\$ 233,307	\$ 252,272	\$ 261,341
REVENUES	619,570	667,750	667,412	684,914
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(602,868)	(640,899)	(638,343)	(658,504)
TRANSFERS-OUT TO OTHER FUNDS	(20,000)	(20,000)	(20,000)	(20,000)
ENDING FUND BALANCE	\$ 252,272	\$ 240,158	\$ 261,341	\$ 267,751

STORMWATER FUND:

BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ 83,703
REVENUES	-	106,000	90,000	90,000
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	-	(106,000)	(6,297)	(89,336)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ 83,703	\$ 84,367

BUDGET - ALL FUNDS SUMMARY (continued)

	<u>2020 ACTUAL</u>	<u>2021 BUDGET</u>	<u>2021 REVISED</u>	<u>2022 BUDGET</u>
CAPITAL IMPROVEMENTS FUND:				
BEGINNING FUND BALANCE	\$ 5,024,426	\$ 6,854,522	\$ 6,974,600	\$ 8,591,760
REVENUES	533,124	1,169,250	1,369,250	873,853
TRANSFERS-IN FROM OTHER FUNDS	2,230,000	1,890,000	1,890,000	-
EXPENDITURES	(717,309)	(2,181,082)	(1,642,090)	(2,502,070)
TRANSFERS-OUT TO OTHER FUNDS	(95,641)	-	-	-
ENDING FUND BALANCE	\$ 6,974,600	\$ 7,732,690	\$ 8,591,760	\$ 6,963,543

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

BEGINNING FUND BALANCE	\$ 709,163	\$ 1,040,953	\$ 1,096,745	\$ 1,416,872
REVENUES	749,455	725,200	838,923	854,180
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(361,873)	(567,976)	(518,796)	(761,974)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 1,096,745	\$ 1,198,177	\$ 1,416,872	\$ 1,509,078

CONSERVATION TRUST FUND:

BEGINNING FUND BALANCE	\$ 75,692	\$ 110,117	\$ 112,040	\$ 97,110
REVENUES	36,348	32,300	38,070	36,120
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	-	(30,000)	(53,000)	-
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 112,040	\$ 112,417	\$ 97,110	\$ 133,230

OPEN SPACE PRESERVATION FUND:

BEGINNING FUND BALANCE	\$ 325,989	\$ 294,876	\$ 362,444	\$ 624,976
REVENUES	113,951	93,580	200,250	195,903
TRANSFERS-IN FROM OTHER FUNDS	-	150,000	300,000	150,000
EXPENDITURES	(77,496)	(238,770)	(237,718)	(391,404)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 362,444	\$ 299,686	\$ 624,976	\$ 579,475

TOTAL - ALL FUNDS:

BEGINNING FUND BALANCE	\$ 41,558,578	\$ 32,699,317	\$ 37,010,561	\$ 38,541,622
REVENUES	20,938,367	20,397,327	21,597,015	21,595,086
TRANSFERS-IN FROM OTHER FUNDS	2,345,641	2,060,000	2,210,000	120,000
EXPENDITURES	(25,486,385)	(23,027,176)	(20,065,954)	(27,475,371)
TRANSFERS-OUT TO OTHER FUNDS	(2,345,641)	(2,070,000)	(2,210,000)	(170,000)
ENDING FUND BALANCE	\$ 37,010,560	\$ 30,059,468	\$ 38,541,622	\$ 32,611,337

GENERAL FUND REVENUES

GENERAL FUND SUMMARY

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR: TABOR RESERVE	\$ 190,500	\$ 208,091	\$ 208,091	\$ 232,826	12%	\$ 24,735
NON-SPENDABLE: ¹	223,825	219,000	219,000	219,000	0%	-
UNASSIGNED FUND BALANCE:	4,031,045	3,625,607	4,589,773	4,419,220	-4%	(170,553)
TOTAL FUND BALANCES (Beginning)	<u>\$ 4,445,370</u>	<u>\$ 4,052,698</u>	<u>\$ 5,016,864</u>	<u>\$ 4,871,046</u>	-3%	<u>\$ (145,818)</u>
REVENUE						
Taxes	7,135,938	7,322,242	8,248,742	8,711,727	6%	462,985
Licenses and Permits	401,892	467,740	396,940	397,940	0%	1,000
Intergovernmental Revenue	698,102	574,045	675,355	672,433	0%	(2,922)
Charges for Services	150,534	233,100	228,000	232,000	2%	4,000
Fines & Forfeitures	76,743	94,000	89,310	95,425	7%	6,115
Misc. Revenues	598,678	44,100	38,700	44,000	14%	5,300
Transfers from Other Funds						
From Refuse	20,000	20,000	20,000	20,000	0%	-
From Capital Improvements	95,641	-	-	-	0%	-
TOTAL REVENUE	<u>\$ 9,177,529</u>	<u>\$ 8,755,227</u>	<u>\$ 9,697,047</u>	<u>\$ 10,173,525</u>	5%	<u>\$ 476,478</u>
TOTAL SOURCES	<u>\$ 13,622,899</u>	<u>\$ 12,807,925</u>	<u>\$ 14,713,911</u>	<u>\$ 15,044,571</u>	2%	<u>\$ 330,660</u>
EXPENDITURES						
Town Council	138,965	307,918	347,985	248,229	-29%	(99,756)
General Government	407,889	452,757	474,716	692,377	46%	217,661
General Administration	587,811	789,256	725,384	1,161,902	60%	436,518
Community Development	805,024	1,109,557	1,042,791	1,278,034	23%	235,243
Streets	1,461,765	1,610,074	1,341,358	1,824,305	36%	482,947
Engineering	201,650	294,525	248,753	352,125	42%	103,372
Buildings & Grounds	685,414	940,702	843,141	1,156,775	37%	313,634
Public Safety	1,824,445	2,174,667	2,125,958	2,623,367	23%	497,409
Municipal Court	66,389	83,586	81,046	88,390	9%	7,344
Information Center	29,590	50,794	42,442	54,152	28%	11,710
Marketing & Events	167,093	380,314	379,291	441,211	16%	61,920
TOTAL EXPENDITURES	<u>\$ 6,376,035</u>	<u>\$ 8,194,150</u>	<u>\$ 7,652,865</u>	<u>\$ 9,920,866</u>	30%	<u>\$ 2,268,001</u>
TRANSFERS TO OTHER FUNDS						
Transfer to Open Space Fund	-	150,000	300,000	150,000	-50%	(150,000)
Transfer to Capital Improvements Fund	2,230,000	1,900,000	1,890,000	-	-100%	(1,890,000)
TOTAL TRANSFERS TO OTHER FUNDS	<u>\$ 2,230,000</u>	<u>\$ 2,050,000</u>	<u>\$ 2,190,000</u>	<u>\$ 150,000</u>	-93%	<u>\$(2,040,000)</u>
TOTAL EXPENDITURES & TRANSFERS	<u>\$ 8,606,035</u>	<u>\$ 10,244,150</u>	<u>\$ 9,842,865</u>	<u>\$ 10,070,866</u>	2%	<u>\$ 228,001</u>
NET SURPLUS (DEFICIT)	\$ 571,494	\$ (1,488,923)	\$ (145,818)	\$ 102,659	170%	\$ 248,477
FUND BALANCES (Ending):						
RESTRICTED FOR: TABOR RESERVE	208,091	244,685	232,826	296,186	27%	63,360
NON-SPENDABLE: ¹	219,000	219,000	219,000	219,000	0%	-
UNASSIGNED FUND BALANCE:	4,589,773	2,100,091	4,419,220	4,458,519 ²	1%	39,299
TOTAL FUND BALANCES (Ending)	<u>\$ 5,016,864</u>	<u>\$ 2,563,775</u>	<u>\$ 4,871,046</u>	<u>\$ 4,973,705</u>	2%	<u>\$ 102,659</u>

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

² Ending 2022 budgeted unassigned fund balance is 44.94% of total expenditures not including transfers to other funds

³ Town has received \$877,965 in ARPA funds and will receive an additional \$877,965 in 2022.

Town Council will prioritize future projects for utilization of the funds which will be recognized as revenue in the same year as the expenditure

**GENERAL FUND
REVENUE SOURCES**

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
TAXES						
10-431-10 General Property Tax	\$ 335,665	\$ 353,142	\$ 353,142	\$ 389,427	10%	\$ 36,285
10-431-20 Specific Ownership Tax	16,701	16,500	20,000	20,000	0%	\$ -
10-431-30/31 Sales Tax	6,457,304	6,658,000	7,475,000	7,886,000	5%	411,000
10-431-44 Severance Tax	516	350	350	350	0%	-
10-431-45 Federal Mineral Tax	261	250	250	250	0%	-
10-431-50 Franchise Tax	223,192	210,000	210,000	220,000	5%	10,000
10-431-60 Marketing Lodging Tax	102,298	84,000	190,000	195,700	3%	5,700
TOTAL TAXES	\$ 7,135,938	\$ 7,322,242	\$ 8,248,742	\$ 8,711,727	6%	\$ 462,985
LICENSES & PERMITS						
10-432-10 Business Licenses	\$ 30,880	\$ 32,000	\$ 43,000	\$ 44,000	2%	\$ 1,000
10-432-12 Liquor Licenses	5,250	4,800	4,800	4,800	0%	-
10-432-13 Marijuana Licenses	10,750	4,000	6,000	6,000	0%	-
10-432-15 Marketing Fee	6,000	5,240	5,240	5,240	0%	-
10-432-20 Building Permits	306,195	384,000	300,000	300,000	0%	-
10-432-27 Electrical Permits	33,667	34,000	30,000	30,000	0%	-
10-432-30 Road Cut Permits	8,050	2,800	7,000	7,000	0%	-
10-432-35 Sign Permits	1,000	650	650	650	0%	-
10-432-40 Special Event Permits	100	250	250	250	0%	-
TOTAL LICENSES & PERMITS	\$ 401,892	\$ 467,740	\$ 396,940	\$ 397,940	0%	\$ 1,000
INTERGOVERNMENTAL REVENUE						
10-433-20 Motor Vehicle License Fee	\$ 32,391	\$ 31,000	\$ 31,000	\$ 31,000	0%	-
10-433-30 Highway Users Tax	221,263	223,545	234,355	258,459	10%	24,104
10-433-40 Cigarette Tax	6,283	-	-	-	0%	-
10-433-60 Road & Bridge Tax	100,648	98,000	100,000	100,000	0%	-
10-433-70 County Sales Tax	189,790	196,500	218,000	231,000	6%	13,000
10-433-75 Grants	147,726	25,000	92,000	-	0%	(92,000)
10-433-85 Intergovernmental Contributions	-	-	-	51,974	100%	51,974
TOTAL INTERGOVERNMENTAL REVENUES	\$ 698,102	\$ 574,045	\$ 675,355	\$ 672,433	0%	\$ (2,922)
CHARGES FOR SERVICES						
10-434-10 Planning & Zoning Fees	\$ 17,500	\$ 26,000	\$ 23,000	\$ 23,000	0%	\$ -
10-434-20 Planning & Zoning Reimbursable	126,446	159,000	159,000	159,000	0%	-
10-434-25 Facility Usage Fees	6,589	16,100	40,000	40,000	0%	-
10-434-26 Facility Usage Deposits	-	-	-	-	0%	-
10-434-30 Sponsorship & Event Fees	-	32,000	6,000	10,000	67%	4,000
10-434-29 Staff Time Reimbursable	-	-	-	-	0%	-
TOTAL CHARGES FOR SERVICES	\$ 150,534	\$ 233,100	\$ 228,000	\$ 232,000	2%	\$ 4,000
FINES & FORFEITURES						
10-435-10 Fines & Forfeits	\$ 45,364	\$ 41,500	\$ 37,000	\$ 40,000	8%	\$ 3,000
10-435-15 Police Surcharge	4,466	3,000	5,000	5,000	0%	-
10-435-20 Police Miscellaneous	2,139	1,500	5,000	3,500	-30%	(1,500)
10-435-25 Police Grants	20,156	19,000	9,310	7,925	-15%	(1,385)
10-435-30 Special Duty Reimbursable	4,618	29,000	33,000	39,000	18%	6,000
10-435-35 Charitable Organization Fee	-	-	-	-	-	-
TOTAL FINES & FORFEITS	\$ 76,743	\$ 94,000	\$ 89,310	\$ 95,425	7%	\$ 6,115

**GENERAL FUND
REVENUE SOURCES**

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
MISCELLANEOUS REVENUE						
10-436-10 General Interest	\$ 40,058	\$ 13,500	\$ 3,700	\$ 9,000	143%	\$ 5,300
10-436-17 Penalty & Interest	2,333	-	-	-	0%	-
10-436-30 Contributions & Donations	10,166	-	-	-	0%	-
10-436-40 Information Center Sales	7,075	-	-	-	0%	-
10-436-42 Information Center Donations	45	-	-	-	0%	-
10-436-45 Information Center Sales Tax	681	-	-	-	0%	-
10-436-50 Rental Income	20,748	15,600	20,000	20,000	0%	-
10-436-70 Other Miscellaneous Revenue	18,779	15,000	15,000	15,000	0%	-
10-436-72 Sale of Fixed Assets	37,976	-	-	-	0%	-
10-436-78 Insurance Proceeds	82,826	-	-	-	0%	-
10-436-80 Reimbursable Revenue - Other	2,115	-	-	-	0%	-
10-436-94 Impact Fees Administration Fees	766	-	-	-	0%	-
10-436-95 Fee in Lieu - LERP	375,000	-	-	-	100%	-
TOTAL MISCELLANEOUS REVENUE	\$ 598,678	\$ 44,100	\$ 38,700	\$ 44,000	14%	\$ 5,300
TRANSFERS FROM OTHER FUNDS						
10-437-40 General Admin. Refuse	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	0%	-
10-437-31 Capital Improvements	95,641	-	-	-	0%	-
TOTAL TRANSFERS FROM OTHER FUNDS	\$ 115,641	\$ 20,000	\$ 20,000	\$ 20,000	0%	\$ -
TOTAL GENERAL FUND REVENUES	\$ 9,177,529	\$ 8,755,227	\$ 9,697,047	\$ 10,173,525	5%	\$ 476,478

GENERAL FUND EXPENDITURES

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 36,638	\$ 42,680	\$ 42,848	\$ 49,315	15%	\$ 6,467
SUPPLIES	229	200	200	-	-100%	(200)
CHARGES FOR SERVICES	17,946	29,798	39,100	24,168	-38%	(14,932)
DISCRETIONARY FUNDING	83,920	235,000	265,113	174,000	-34%	(91,113)
FIXED CHARGES	233	240	724	746	3%	22
TOTAL EXPENDITURES	\$ 138,965	\$ 307,918	\$ 347,985	\$ 248,229	-29%	\$ (99,756)

DETAIL OF EXPENDITURES

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES						
10-49-110 Salaries & Wages	34,000	39,600	39,600	45,600	15%	6,000
Employer Contributions						
10-49-142 Workmen's Compensation	36	51	51	59	16%	8
10-49-143 Health and Insurance Benefits	-	-	168	168	0%	-
10-49-144 F.I.C.A.	2,601	3,029	3,029	3,488	15%	459
TOTAL PERSONNEL SERVICES	\$ 36,638	\$ 42,680	\$ 42,848	\$ 49,315	15%	\$ 6,467
SUPPLIES						
10-49-210 Office Supplies	\$ 229	\$ 200	\$ 200	\$ -	-100%	\$ (200)
10-49-225 Uniforms	-	-	-	-	0%	-
10-49-235 Minor Equipment	-	-	-	-	0%	-
TOTAL SUPPLIES	\$ 229	\$ 200	\$ 200	\$ -	-100%	\$ (200)
CHARGES FOR SERVICES						
10-49-310 Communication & Transportation	\$ -	\$ -	\$ -	\$ -	0%	\$ -
10-49-320 Legal Notices	217	-	325	500	54%	175
10-49-330 Dues & Subscriptions	-	-	-	-	0%	-
10-49-340 Utility Services	-	-	1,930	1,930	0%	-
10-49-347 Professional Services	13,750	22,000	29,047	10,000	-66%	(19,047)
10-49-362 Computer Support	2,846	3,048	3,048	5,988	96%	2,940
10-49-371 Travel Expense	-	1,000	1,000	1,000	0%	-
10-49-372 Meeting Expense	996	2,000	2,000	3,000	50%	1,000
10-49-380 Tuition & Books	137	1,750	1,750	1,750	0%	-
TOTAL CHARGES FOR SERVICES	\$ 17,946	\$ 29,798	\$ 39,100	\$ 24,168	-38%	\$ (14,932)
DISCRETIONARY FUNDING						
10-49-450 Special Council Funding	55,920	185,000	211,113	74,000	-65%	-
10-49-915 Community Requests	\$ 28,000	\$ 50,000	\$ 54,000	\$ 100,000	85%	\$ 46,000
TOTAL DISCRETIONARY FUNDING	\$ 83,920	\$ 235,000	\$ 265,113	\$ 174,000	-34%	\$ (91,113)
FIXED CHARGES						
10-49-510 CIRSA Insurance	\$ 233	\$ 240	\$ 724	746	3%	22
TOTAL FIXED CHARGES	\$ 233	\$ 240	\$ 724	\$ 746	3%	\$ 22
TOTAL EXPENDITURES	\$ 138,965	\$ 307,918	\$ 347,985	\$ 248,229	-29%	\$ (99,756)

FUND: GENERAL
DEPT: GENERAL GOVERNMENT

SUMMARY OF EXPENDITURES

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 162,575	\$ 249,190	\$ 244,083	\$ 286,415	17%	\$ 42,332
SUPPLIES	17,445	4,800	4,800	5,300	10%	500
CHARGES FOR SERVICES	209,327	179,668	206,734	380,990	84%	174,256
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	18,542	19,099	19,099	19,672	3%	573
TOTAL EXPENDITURES	\$ 407,889	\$ 452,757	\$ 474,716	\$ 692,377	46%	\$ 217,661

DETAIL OF EXPENDITURES

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES						
10-50-115 Town Board	\$ -	\$ -	\$ -	\$ -	0%	\$ -
10-50-110 Salaries & Wages	119,826	180,865	181,388	215,933	19%	34,545
10-50-120 Overtime	-	-	-	-	0%	-
10-50-125 Bonus	1,034	975	1,325	975	-26%	(350)
10-50-394 Employee Recognition	-	-	-	-	0%	-
10-50-130 Car Allowance	3,000	3,000	3,000	3,000	0%	-
10-50-135 Moving Expense	-	-	-	-	0%	-
Employer Contributions						
10-50-141 Unemployment Insurance	378	555	557	660	18%	103
10-50-142 Workmen's Compensation	297	238	353	418	18%	65
10-50-143 Health Benefits	27,867	36,816	30,617	33,557	10%	2,940
10-50-144 F.I.C.A.	2,561	14,141	14,207	16,823	18%	2,616
10-50-145 Retirement	7,612	12,600	12,636	15,049	19%	2,413
10-50-146 Wage Adjustment	-	-	-	-	0%	-
TOTAL PERSONNEL SERVICES	\$ 162,575	\$ 249,190	\$ 244,083	\$ 286,415	17%	\$ 42,332
SUPPLIES						
10-50-210 Office Supplies	\$ 257	\$ 800	\$ 800	\$ 800	0%	\$ -
10-50-215 Election Expense	17,188	3,000	3,000	-	-100%	(3,000)
10-50-225 Uniforms	-	-	-	-	0%	-
10-50-235 Minor Equipment	-	1,000	1,000	4,500	350%	3,500
TOTAL SUPPLIES	\$ 17,445	\$ 4,800	\$ 4,800	\$ 5,300	10%	\$ 500
CHARGES FOR SERVICES						
10-50-310 Communication & Transportation	\$ 2,087	\$ -	\$ -	\$ -	0%	\$ -
10-50-320 Legal Notices	589	1,000	1,000	-	-100%	(1,000)
10-50-330 Dues & Subscriptions	22,795	24,655	24,655	28,801	17%	4,146
10-50-340 Utility Services (Phone/Internet)	621	1,758	4,654	4,654	0%	-
10-50-347 Professional Services	1,344	60,000	70,470	256,400	264%	185,930
10-50-351 Legal - General	70,934	40,000	60,000	50,000	-17%	(10,000)
10-50-352 Legal - Prosecutor	-	-	-	-	0%	-
10-50-359 Strategic Planning	-	8,000	8,000	-	-100%	(8,000)
10-50-361 Town Manager Search	-	-	-	-	0%	-
10-50-362 Computer Support	28,823	14,855	8,555	14,735	72%	6,180
10-50-363 Community Survey	-	-	-	-	0%	-
10-50-371 Travel Expense	813	3,000	3,000	3,000	0%	-
10-50-372 Meeting Expense	326	3,700	3,700	3,700	0%	-
10-50-376 Public Relations	5,375	6,000	6,000	9,500	58%	3,500
10-50-380 Tuition & Books	1,945	10,700	10,700	10,200	-5%	(500)
10-50-395 Contract Payments	73,675	6,000	6,000	-	-100%	(6,000)
TOTAL CHARGES FOR SERVICES	\$ 209,327	\$ 179,668	\$ 206,734	\$ 380,990	84%	\$ 174,256
DISCRETIONARY FUNDING						
10-50-420 Castle Peak Senior Center	\$ -	\$ -	\$ -	\$ -	0%	-
10-50-450 Special Board Funding	-	-	-	-	0%	-
10-50-915 Community Requests	-	-	-	-	0%	-
TOTAL DISCRETIONARY FUNDING	\$ -	\$ -	\$ -	\$ -	0%	\$ -
FIXED CHARGES						
10-50-510 CIRSA Insurance	\$ 18,542	\$ 19,099	\$ 19,099	19,672	3%	573
TOTAL FIXED CHARGES	\$ 18,542	\$ 19,099	\$ 19,099	\$ 19,672	3%	\$ 573
TOTAL EXPENDITURES	\$ 407,889	\$ 452,757	\$ 474,716	\$ 692,377	46%	\$ 217,661

SUMMARY OF EXPENDITURES

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 382,460	\$ 525,384	\$ 469,662	\$ 761,979	62%	\$ 292,317
SUPPLIES	6,552	16,500	16,098	22,753	41%	6,655
CHARGES FOR SERVICES	195,677	233,805	225,800	361,864	60%	136,064
FIXED CHARGES	3,123	13,567	13,824	15,306	11%	1,482
CAPITAL OUTLAY	-	-	-	-	0%	-
TOTAL EXPENDITURES	\$ 587,811	\$ 789,256	\$ 725,384	#####	60%	\$ 436,518

DETAIL OF EXPENDITURES

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES							
10-51-110	Salaries & Wages	\$ 264,619	\$ 357,133	\$ 323,318	\$ 532,678	65%	\$ 209,360
10-51-120	Overtime	18	2,217	2,217	2,217	0%	-
10-51-125	Bonus	3,116	4,171	6,398	5,015	-22%	(1,383)
10-51-394	Employee Recognition	-	-	-	-	0%	-
10-51-130	Car Allowance	-	-	-	-	0%	-
10-51-135	Moving Expense	674	-	-	-	0%	-
Employer Contributions							
10-51-141	Unemployment Insurance	814	1,091	996	1,620	63%	624
10-51-142	Workmen's Compensation	138	468	427	695	63%	268
10-51-143	Health Benefits	74,762	106,995	88,281	141,164	60%	52,883
10-51-144	F.I.C.A.	20,754	27,810	25,393	41,303	63%	15,910
10-51-145	Retirement	17,315	24,999	22,632	37,287	65%	14,655
10-51-147	Retirement Fees	250	500	-	-	0%	-
10-51-146	Wage Adjustment	-	-	-	-	0%	-
TOTAL PERSONNEL SERVICES		\$ 382,460	\$ 525,384	\$ 469,662	\$ 761,979	62%	\$ 292,317
SUPPLIES							
10-51-210	Office Supplies	\$ 4,198	\$ 4,050	\$ 4,048	\$ 3,988	-1%	\$ (60)
10-51-225	Uniforms	-	-	-	-	0%	-
10-51-231	Vehicle Repair & Maint Supplies	188	775	775	775	0%	-
10-51-232	Gas & Oil	65	500	100	150	50%	50
10-51-235	Minor Equipment	1,979	9,175	9,175	15,640	70%	6,465
10-51-270	Employee Appreciation	122	2,000	2,000	2,200	10%	200
TOTAL SUPPLIES		\$ 6,552	\$ 16,500	\$ 16,098	\$ 22,753	41%	\$ 6,655
CHARGES FOR SERVICES							
10-51-310	Communication & Transportation	\$ 2,827	\$ 3,475	\$ 3,475	\$ 3,692	6%	\$ 217
10-51-320	Legal Notices	3,899	2,500	2,500	2,500	0%	-
10-51-330	Dues & Subscriptions	10,238	10,428	11,638	11,988	3%	350
10-51-340	Utility Services (Phone/Internet)	12,618	15,200	20,300	21,800	7%	1,500
10-51-343	Recruitment	-	800	800	800	0%	-
10-51-345	Credit Card Transaction Fees	26,807	28,000	2,040	2,100	3%	60
10-51-347	Professional Administrative Services	4,961	11,562	14,062	7,550	-46%	(6,512)
10-51-351	Legal	9,419	4,000	4,000	4,500	0%	500
10-51-352	Auditing & Accounting	38,008	33,000	39,000	39,000	0%	-
10-51-360	Repair & Maint Services	-	500	500	500	0%	-
10-51-362	Computer Support	60,189	77,753	75,251	207,987	176%	132,736
10-51-371	Travel Expense	13	3,433	2,825	4,933	75%	\$ 2,108
10-51-372	Meeting Expense	99	5,950	5,950	6,650	12%	700
10-51-380	Tuition & Books	948	6,984	7,184	9,284	29%	2,100
10-51-385	Treasurer Fees	19,391	22,000	28,000	30,000	7%	2,000
10-51-393	Recording Documents	192	500	500	500	0%	-
10-51-395	Contract Payments	6,068	7,720	7,775	8,080	4%	305
10-51-398	Miscellaneous	0	-	-	-	0%	-
TOTAL CHARGES FOR SERVICES		\$ 195,677	\$ 233,805	\$ 225,800	\$ 361,864	60%	\$ 136,064
FIXED CHARGES							
10-51-510	CIRSA Insurance	\$ 2,007	\$ 2,067	\$ 3,224	\$ 3,306	3%	\$ 82
10-51-515	CIRSA Insurance - Pavilion	1,116	11,500	10,600	12,000	13%	1,400
TOTAL FIXED CHARGES		\$ 3,123	\$ 13,567	\$ 13,824	\$ 15,306	11%	\$ 1,482
10-51-710	CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -	0%	\$ -
TOTAL EXPENDITURES		\$ 587,811	\$ 789,256	\$ 725,384	#####	60%	\$ 436,518

FUND:GENERAL
DEPT: COMMUNITY DEVELOPMENT

SUMMARY OF EXPENDITURES

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICE	\$ 469,905	\$ 711,894	\$ 652,420	\$ 816,472	25%	\$ 164,052
SUPPLIES	9,955	11,200	11,200	10,800	-4%	(400)
CHARGES FOR SERVICES	323,380	384,625	376,707	448,224	19%	71,517
FIXED CHARGES	1,784	1,838	2,464	2,538	3%	74
CAPITAL OUTLAY	-	-	-	-	0%	-
TOTAL EXPENDITURES	\$ 805,024	\$ 1,109,557	\$ 1,042,791	\$ 1,278,034	23%	\$ 235,243

DETAIL OF EXPENDITURES

PERSONNEL SERVICES

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
10-52-110 Salaries & Wages	\$ 332,036	\$ 473,785	\$ 426,944	\$ 560,445	31%	\$ 133,501
10-52-115 Planning and Zoning Board	9,300	9,600	9,600	9,600	0%	-
10-52-120 Overtime	39	3,327	3,327	3,327	0%	-
10-52-125 Bonus	3,140	4,550	5,550	4,810	-13%	(740)
10-52-135 Moving Expense	-	-	-	-	0%	-
<i>Employer Contributions</i>						
10-52-141 Unemployment Insurance	1,018	1,445	1,307	1,706	31%	399
10-52-142 Workmen's Compensation	2,380	4,116	3,208	4,169	30%	961
10-52-143 Health Benefits	88,760	144,324	138,523	150,353	9%	11,830
10-52-144 F.I.C.A.	26,515	37,582	34,075	44,231	30%	10,156
10-52-145 Retirement	6,716	33,165	29,886	37,831	27%	7,945
10-52-146 Wage Adjustment	-	-	-	-	0%	-
TOTAL PERSONNEL SERVICES	\$ 469,905	\$ 711,894	\$ 652,420	\$ 816,472	25%	\$ 164,052

SUPPLIES

10-52-210 Office Supplies	\$ 1,740	\$ 1,750	\$ 1,750	\$ 1,000	-43%	\$ (750)
10-52-220 Operating Supplies	-	-	-	-	0%	-
10-52-225 Uniforms	-	750	750	300	-60%	(450)
10-52-230 Repair & Maintenance Supplies	-	500	500	-	0%	(500)
10-52-231 Vehicle Repair & Maintenance Supplies	197	500	500	1,500	200%	1,000
10-52-232 Gas & Oil	497	1,000	1,000	1,200	20%	200
10-52-235 Minor Equipment	7,521	6,700	6,700	6,800	1%	100
TOTAL SUPPLIES	\$ 9,955	\$ 11,200	\$ 11,200	\$ 10,800	-4%	\$ (400)

CHARGES FOR SERVICES

10-52-310 Communication & Transportation	\$ 177	\$ 1,000	\$ 1,000	\$ 1,500	50%	\$ 500
10-52-320 Legal Notices	416	500	1,200	1,500	25%	300
10-52-330 Dues & Subscriptions	604	1,985	1,985	1,885	-5%	(100)
10-52-340 Utility Services (Phones/Internet)	4,162	4,700	16,282	16,382	1%	100
10-52-343 Recruitment	3,814	800	2,600	500	-81%	(2,100)
10-52-347 Professional Services	79,543	112,500	112,500	158,500	41%	46,000
10-52-350 Reimbursable Expenditures	169,196	159,000	159,000	159,000	0%	-
10-52-351 Legal	15,469	20,000	20,000	25,000	25%	5,000
10-52-360 Repair & Maintenance	125	4,000	500	500	0%	-
10-52-362 Computer Support	9,816	20,710	20,710	23,542	14%	2,832
10-52-371 Travel Expense	618	5,725	5,725	5,825	2%	100
10-52-372 Meeting Expense	633	1,500	1,500	1,500	0%	-
10-52-378 Contracted Services	33,528	32,750	22,750	32,750	44%	10,000
10-52-380 Tuition & Books	393	6,055	6,055	6,290	4%	235
10-52-393 Recording Documents	-	8,650	150	8,800	5767%	8,650
10-52-395 Contract Payments	4,888	4,750	4,750	4,750	0%	-
TOTAL CHARGES FOR SERVICES	\$ 323,380	\$ 384,625	\$ 376,707	\$ 448,224	19%	\$ 71,517

FIXED CHARGES

10-52-510 CIRSA Insurance	\$ 1,784	\$ 1,838	\$ 2,464	\$ 2,538	0%	\$ 74
TOTAL FIXED CHARGES	\$ 1,784	\$ 1,838	\$ 2,464	\$ 2,538	0%	\$ 74

10-52-710 CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -	0%	\$ -
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TOTAL EXPENDITURES	\$ 805,024	\$ 1,109,557	\$ 1,042,791	\$ 1,278,034	23%	\$ 235,243
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FUND: GENERAL
DEPT: STREETS

SUMMARY OF EXPENDITURES

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 474,283	\$ 564,856	\$ 536,400	\$ 636,398	19%	\$ 99,998
SUPPLIES	144,291	163,570	156,970	164,770	5%	7,800
CHARGES FOR SERVICES	819,663	869,972	633,352	1,008,062	59%	374,710
FIXED CHARGES	23,529	11,676	14,636	15,075	3%	439
CAPITAL OUTLAY	-	-	-	-	0%	-
TOTAL EXPENDITURES	\$ 1,461,765	\$ 1,610,074	\$ 1,341,358	\$ 1,824,305	36%	\$ 482,947

DETAIL OF EXPENDITURES

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES							
10-54-110	Salaries & Wages	\$ 281,257	\$ 338,960	\$ 335,104	\$ 404,375	21%	\$ 69,271
10-54-120	Overtime	28,071	16,630	16,630	16,630	0%	-
10-54-125	Bonus	5,986	4,520	4,572	4,508	-1%	(64)
10-54-394	Employee Recognition	-	-	-	-	0%	-
Employer Contributions							
10-54-141	Unemployment Insurance	959	1,081	1,069	1,277	19%	208
10-54-142	Workmen's Compensation	11,494	13,859	13,819	16,843	22%	3,024
10-54-143	Health Benefits	108,665	138,702	114,663	132,078	15%	17,415
10-54-144	F.I.C.A.	24,227	27,548	27,257	32,552	19%	5,295
10-54-145	Retirement	13,623	23,556	23,286	28,135	21%	4,849
10-54-146	Wage Adjustment	-	-	-	-	0%	-
TOTAL PERSONNEL SERVICES		\$ 474,283	\$ 564,856	\$ 536,400	\$ 636,398	19%	\$ 99,998
SUPPLIES							
10-54-210	Office Supplies	\$ 523	\$ 1,200	\$ 600	\$ 1,200	100%	\$ 600
10-54-220	Operating Supplies	12	2,000	1,500	2,000	33%	500
10-54-225	Uniforms	1,668	2,500	2,000	2,500	25%	500
10-54-230	Street Repair & Maint. Supplies	104,404	91,870	91,870	91,870	0%	-
10-54-231	Vehicle Repair & Maint Supplies	12,769	30,000	30,000	30,000	0%	-
10-54-232	Gas, Diesel & Oil	18,724	30,000	25,000	30,000	20%	5,000
10-54-235	Minor Equipment	6,191	6,000	6,000	7,200	20%	1,200
10-54-355	Traffic Count Materials	-	-	-	-	0%	-
TOTAL SUPPLIES		\$ 144,291	\$ 163,570	\$ 156,970	\$ 164,770	5%	\$ 7,800
CHARGES FOR SERVICES							
10-54-310	Communication & Transportation	\$ 2,866	\$ 5,000	\$ 5,000	\$ 5,000	0%	\$ -
10-54-320	Legal Notices	-	-	-	-	-	-
10-54-330	Dues and Subscriptions	1,513	2,000	2,000	2,000	0%	-
10-54-340	Utility Services	43,232	48,551	61,291	63,719	4%	2,428
10-54-343	Recruitment	1,138	1,000	1,000	1,000	0%	-
10-54-347	Professional Services	144	-	-	-	0%	-
10-54-351	Legal	156	500	500	500	0%	-
10-54-354	Engineering	-	-	-	-	0%	-
10-54-357	R.R. R-O-W Lease Agreement	-	100	100	100	0%	-
10-54-359	Pavement Management Study	-	-	-	-	0%	-
10-54-360	Repair & Maintenance Services	58,684	94,363	94,363	114,363	21%	20,000
10-54-361	Street Resurfacing	633,787	600,000	350,000	650,000	86%	300,000
10-54-362	Computer Support	4,590	9,098	9,098	60,552	566%	51,454
10-54-365	Tree Management/Replacement	14,332	15,150	15,150	15,150	0%	-
10-54-366	Weed Control	-	-	-	-	0%	-
10-54-367	Equipment Lease	56,638	91,160	91,800	92,628	1%	828
10-54-369	Seabry Tree Cost Share	-	-	-	-	0%	-
10-54-371	Travel Expense	645	200	200	200	0%	-
10-54-372	Meeting Expense	-	350	350	350	0%	-
10-54-380	Tuition & Books	506	500	500	500	0%	-
10-54-390	CDL Testing	1,433	2,000	2,000	2,000	0%	-
TOTAL CHARGES FOR SERVICES		\$ 819,663	\$ 869,972	\$ 633,352	\$ 1,008,062	59%	\$ 374,710
FIXED CHARGES							
10-54-510	CIRSA Insurance	\$ 23,529	\$ 11,676	\$ 14,636	\$ 15,075	3%	\$ 439
TOTAL FIXED CHARGES		\$ 23,529	\$ 11,676	\$ 14,636	\$ 15,075	3%	\$ 439
10-54-710	CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -	0%	\$ -
TOTAL EXPENDITURES		\$ 1,461,765	\$ 1,610,074	\$ 1,341,358	\$ 1,824,305	36%	\$ 482,947

FUND:GENERAL
DEPT: ENGINEERING

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICE	\$ 153,581	\$ 234,605	\$ 211,921	\$ 307,456	45%	\$ 95,535
SUPPLIES	6,643	17,020	11,420	15,250	34%	3,830
CHARGES FOR SERVICES	40,019	41,451	23,411	27,358	17%	3,947
FIXED CHARGES	1,407	1,449	2,001	2,061	0%	60
TOTAL EXPENDITURES	\$ 201,650	\$ 294,525	\$ 248,753	\$ 352,125	42%	\$ 103,372

DETAIL OF EXPENDITURES

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES							
10-59-110	Salaries & Wages	\$ 110,721	\$ 161,792	\$ 148,551	\$ 217,679	47%	\$ 69,128
10-59-120	Overtime	145	1,615	1,615	1,615	0%	-
10-59-125	Bonus	3,917	1,127	1,227	1,506	23%	279
Employer Contributions							
10-59-141	Unemployment Insurance	339	494	454	662	46%	208
10-59-142	Workmen's Compensation	2,506	3,587	3,307	4,799	45%	1,492
10-59-143	Health Benefits	25,801	42,078	34,786	49,066	41%	14,280
10-59-144	F.I.C.A.	8,651	12,587	11,582	16,891	46%	5,309
10-59-145	Retirement	1,501	11,325	10,399	15,238	47%	4,839
10-59-146	Wage Adjustment	-	-	-	-	0%	-
TOTAL PERSONNEL SERVICES		\$ 153,581	\$ 234,605	\$ 211,921	\$ 307,456	45%	\$ 95,535
SUPPLIES							
10-59-210	Office Supplies	\$ 534	\$ 2,000	\$ 1,500	\$ 2,000	33%	\$ 500
10-59-220	Operating Supplies	119	1,500	1,000	1,000	0%	-
10-59-225	Uniforms	597	750	250	750	200%	500
10-59-230	Repair & Maintenance Supplies	-	1,000	1,000	1,000	0%	-
10-59-231	Vehicle Repair & Maintenance Supplies	53	2,750	1,000	1,000	0%	-
10-59-232	Gas & Oil	975	3,100	750	1,000	33%	250
10-59-235	Minor Equipment	4,366	5,920	5,920	8,500	44%	2,580
TOTAL SUPPLIES		\$ 6,643	\$ 17,020	\$ 11,420	\$ 15,250	34%	\$ 3,830
CHARGES FOR SERVICES							
10-59-310	Communication & Transportation	\$ -	\$ 200	\$ 200	\$ 200	0%	\$ -
10-59-320	Legal Notices	1	-	-	-	-	-
10-59-330	Dues & Subscriptions	1,758	2,500	2,500	2,700	8%	200
10-59-340	Utility Services (Phones/Internet)	1,455	2,500	4,460	4,760	7%	300
10-59-343	Recruitment	1,465	-	500	-	-100%	-
10-59-347	Recruitment	30,043	20,000	5,000	5,000	0%	-
10-59-351	Legal	234	500	500	500	0%	-
10-59-353	Engineering Reimbursable	-	-	-	-	-	-
10-59-354	Engineering	-	-	-	-	-	-
10-59-355	Traffic Count	-	-	-	-	-	-
10-59-356	Mapping	2	-	-	-	-	-
10-59-357	Consultant	920	7,500	2,500	5,000	100%	2,500
10-59-359	Pavement Management Study	-	-	-	-	-	-
10-59-360	Repair & Maintenance	-	1,000	500	1,000	100%	500
10-59-362	Computer Support	4,134	5,251	5,251	6,198	18%	947
10-59-371	Travel Expense	-	500	500	500	0%	-
10-59-372	Meeting Expense	-	500	500	500	0%	-
10-59-380	Tuition & Books	-	1,000	1,000	1,000	0%	-
10-59-395	Contract Payments	6	-	-	-	-	-
TOTAL CHARGES FOR SERVICES		\$ 40,019	\$ 41,451	\$ 23,411	\$ 27,358	17%	\$ 3,947
FIXED CHARGES							
10-59-510	CIRSA Insurance	\$ 1,407	\$ 1,449	\$ 2,001	\$ 2,061	0%	\$ 60
TOTAL FIXED CHARGES		\$ 1,407	\$ 1,449	\$ 2,001	\$ 2,061	0%	\$ 60
TOTAL EXPENDITURES		\$ 201,650	\$ 294,525	\$ 248,753	\$ 352,125	42%	\$ 103,372

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 364,719	\$ 455,288	\$ 433,798	\$ 601,126	39%	\$ 167,328
SUPPLIES	67,689	112,849	101,172	123,522	22%	22,350
CHARGES FOR SERVICES	204,574	310,648	245,054	385,209	57%	140,155
FIXED CHARGES	44,045	44,352	45,552	46,919	3%	1,367
CAPITAL OUTLAY	4,386	17,565	17,565	-	-100%	(17,565)
TOTAL EXPENDITURES	\$ 685,414	\$ 940,702	\$ 843,141	\$ 1,156,775	37%	313,634

DETAIL OF EXPENDITURES

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES							
10-56-110	Salaries & Wages	\$ 241,372	\$ 302,980	\$ 298,784	\$ 412,989	38%	\$ 114,205
10-56-120	Overtime	4,719	5,287	5,215	5,697	9%	482
10-56-125	Bonus	2,910	4,339	3,646	4,054	11%	408
10-56-394	Employee Recognition	-	-	-	-	0%	-
Employer Contributions							
10-56-141	Unemployment Insurance	754	938	923	1,268	37%	345
10-56-142	Workmen's Compensation	8,776	10,932	10,800	14,962	39%	4,162
10-56-143	Health Benefits	73,590	90,967	75,208	106,289	41%	31,081
10-56-144	F.I.C.A.	19,211	23,915	23,535	32,340	37%	8,805
10-56-145	Retirement	13,386	15,930	15,687	23,527	50%	7,840
10-56-146	Wage Adjustment	-	-	-	-	0%	-
TOTAL PERSONNEL SERVICES		\$ 364,719	\$ 455,288	\$ 433,798	\$ 601,126	39%	\$ 167,328
SUPPLIES							
10-56-210	Office Supplies	\$ 517	\$ 700	\$ 700	\$ 700	0%	\$ -
10-56-220	Operating Supplies	817	500	500	500	0%	-
10-56-225	Uniforms	556	1,200	1,200	1,200	0%	-
10-56-230	Facility Repair & Maint. Supplies	38,709	54,679	60,000	71,800	20%	11,800
10-56-231	Vehicle Repair & Maint Supplies	1,755	8,272	8,272	8,272	0%	-
10-56-232	Gas & Oil	8,957	10,500	10,500	10,500	0%	-
10-56-235	Minor Equipment	7,063	18,200	5,000	15,050	201%	10,050
10-56-240	Janitorial Supplies	9,316	18,798	15,000	15,500	3%	500
TOTAL SUPPLIES		\$ 67,689	\$ 112,849	\$ 101,172	\$ 123,522	22%	\$ 22,350
CHARGES FOR SERVICES							
10-56-310	Communication & Transportation	\$ 1,444	\$ 2,274	\$ 2,274	\$ 2,300	1%	\$ 26
10-56-320	Legal Notices	-	-	-	-	-	-
10-56-340	Utility Services	82,619	89,827	96,969	101,460	5%	4,491
10-56-343	Recruitment	242	1,300	3,000	3,000	0%	-
10-56-345	Irrigation Service Agreement (Eagle Ranch)	4,626	4,000	4,000	4,000	0%	-
10-56-347	Professional Service	72	-	-	80,000	-	80,000
10-56-350	Building Maintenance Study	-	60,000	-	60,000	-	60,000
10-56-351	Legal	-	-	-	-	-	-
10-56-358	Janitorial Maintenance Contracts	25,896	29,116	29,116	29,116	0%	-
10-56-360	Repair & Maintenance Services	37,145	48,527	34,400	48,400	41%	14,000
10-56-362	Computer Support	8,565	29,444	29,135	10,606	-64%	(18,529)
10-56-372	Meeting Expense	-	300	300	300	0%	-
10-56-380	Tuition & Books	239	300	300	300	0%	-
10-56-395	Contract Payments	43,726	45,560	45,560	45,727	0%	167
TOTAL CHARGES FOR SERVICES		\$ 204,574	\$ 310,648	\$ 245,054	\$ 385,209	57%	\$ 140,155
FIXED CHARGES							
10-56-510	CIRSA Insurance	\$ 44,045	\$ 44,352	\$ 45,552	\$ 46,919	3%	\$ 1,367
TOTAL FIXED CHARGES		\$ 44,045	\$ 44,352	\$ 45,552	\$ 46,919	3%	\$ 1,367
10-56-710	CAPITAL OUTLAY	\$ 4,386	\$ 17,565	\$ 17,565	\$ -	-100%	\$ (17,565)
TOTAL EXPENDITURES		\$ 685,414	\$ 940,702	\$ 843,141	\$ 1,156,775	37%	\$ 313,634

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICE	\$ 1,362,197	\$ 1,672,983	\$ 1,616,021	\$ 2,051,001	27%	\$ 434,980
SUPPLIES	68,692	77,424	82,652	92,886	12%	10,234
CHARGES FOR SERVICES	362,867	391,680	392,114	443,254	13%	51,140
FIXED CHARGES	30,690	32,580	35,171	36,226	3%	1,055
TOTAL EXPENDITURES	\$ 1,824,445	\$ 2,174,667	\$ 2,125,958	\$ 2,623,367	23%	\$ 497,409

DETAIL OF EXPENDITURES

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES							
10-55-110	Salaries & Wages	\$ 884,241	\$ 1,039,542	\$ 1,032,134	\$ 1,329,117	29%	\$ 296,983
10-55-120	Overtime	10,207	27,275	27,268	32,200	18%	4,932
10-55-110	Holiday Pay	25,533	39,401	42,898	47,009	10%	4,111
10-55-110	Special Duty	20,625	40,000	40,000	44,000	10%	4,000
10-55-125	Bonus	8,917	8,580	9,851	11,238	14%	1,387
Employer Contributions							
10-55-141	Unemployment Insurance	2,877	3,464	3,456	4,391	27%	935
10-55-142	Workmen's Compensation	29,013	32,914	32,833	42,016	28%	9,183
10-55-143	Health Benefits	259,385	318,219	263,699	332,388	26%	68,689
10-55-144	F.I.C.A.	72,987	88,342	88,140	111,963	27%	23,823
10-55-145	Retirement	48,412	75,246	75,742	96,679	28%	20,937
10-55-146	Wage Adjustment	-	-	-	-	0%	-
TOTAL PERSONNEL SERVICES		\$ 1,362,197	\$ 1,672,983	\$ 1,616,021	\$ 2,051,001	27%	\$ 434,980
SUPPLIES							
10-55-210	Office Supplies	\$ 2,934	\$ 2,000	\$ 2,000	\$ 2,500	25%	\$ 500
10-55-220	Operating Supplies	7,161	15,600	9,300	11,325	22%	2,025
10-55-225	Uniforms	2,474	4,665	4,665	7,665	64%	3,000
10-55-231	Vehicle Repair & Maint Supplies	10,319	6,500	6,500	6,500	0%	-
10-55-232	Gas & Oil	21,641	26,900	30,900	31,707	3%	807
10-55-234	School Resource Officer Supplies	534	1,040	540	1,040	93%	500
10-55-235	Minor Equipment	19,122	17,349	25,377	30,349	20%	4,972
10-55-236	Equipment & Supplies - Grant Funded	4,506	3,370	3,370	1,800	-47%	(1,570)
TOTAL SUPPLIES		\$ 68,692	\$ 77,424	\$ 82,652	\$ 92,886	12%	\$ 10,234
CHARGES FOR SERVICES							
10-55-310	Communication & Transportation	\$ 1,095	\$ 1,000	\$ 1,000	\$ 1,000	0%	\$ -
10-55-320	Legal Notices	-	-	-	-	-	-
10-55-330	Dues & Subscriptions	1,059	1,434	1,434	2,004	40%	570
10-55-340	Utility Services (Phones/Internet)	14,957	16,296	39,846	40,950	3%	1,104
10-55-343	Recruitment	2,911	3,200	3,200	3,200	0%	-
10-55-347	Professional Services	1,669	2,500	2,500	3,700	48%	1,200
10-55-351	Legal	3,807	4,000	4,000	4,000	0%	-
10-55-357	Consultant	-	-	-	-	-	-
10-55-360	Repair & Maintenance	5,320	7,925	7,925	7,925	0%	-
10-55-362	Computer Support	18,090	35,892	43,104	52,127	21%	9,023
10-55-371	Travel Expense	2,668	7,000	5,000	7,000	40%	2,000
10-55-372	Meeting Expense	676	1,500	700	1,000	43%	300
10-55-379	Training & Travel - Grant Funded	16,699	5,940	5,940	6,125	3%	185
10-55-380	Tuition & Books	15,467	21,600	18,000	25,311	41%	7,311
10-55-381	Animal Control	63,240	61,344	61,344	63,240	3%	1,896
10-55-385	Radio Access	24,090	32,778	24,090	28,745	19%	4,655
10-55-386	Detox Center Fee	4,500	1,500	1,500	1,500	0%	-
10-55-388	CAD/RMS	-	-	-	-	-	-
10-55-389	Drug Task Force	-	-	-	-	-	-
10-55-391	Ambulance, Hospital	-	-	-	-	-	-
10-55-392	Boarding Prisoners	-	-	-	-	-	-
10-55-393	Crime Stoppers	-	-	-	-	-	-
10-55-394	Volunteer Recognition	-	350	350	350	0%	-
10-55-395	Contract Payments	5,705	6,000	6,000	6,940	16%	940
10-55-396	Dispatching Services	178,443	178,951	163,711	185,594	13%	21,883
10-55-399	Lexipol Policy	2,470	2,470	2,470	2,543	3%	73
10-55-450	Charitable Organization Fee Donation	-	-	-	-	-	-
TOTAL CHARGES FOR SERVICES		\$ 362,867	\$ 391,680	\$ 392,114	\$ 443,254	13%	\$ 51,140
FIXED CHARGES							
10-55-510	CIRSA Insurance	\$ 30,690	\$ 32,580	\$ 35,171	\$ 36,226	3%	\$ 1,055
TOTAL FIXED CHARGES		\$ 30,690	\$ 32,580	\$ 35,171	\$ 36,226	3%	\$ 1,055
TOTAL EXPENDITURES		\$ 1,824,445	\$ 2,174,667	\$ 2,125,958	\$ 2,623,367	23%	\$ 497,409

FUND:GENERAL
DEPT: MUNICIPAL COURT

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICE	\$ 36,369	\$ 42,171	\$ 38,626	\$ 43,915	14%	\$ 5,289
SUPPLIES	82	1,200	1,200	4,200	250%	3,000
CHARGES FOR SERVICES	29,790	40,063	41,068	40,118	-2%	(950)
FIXED CHARGES	148	152	152	157	3%	5
TOTAL EXPENDITURES	\$ 66,389	\$ 83,586	\$ 81,046	\$ 88,390	9%	\$ 7,344

DETAIL OF EXPENDITURES

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES						
10-53-110 Salaries & Wages	\$ 29,948	\$ 33,118	\$ 31,673	\$ 34,848	10%	\$ 3,175
10-53-120 Overtime	13	-	72	82	14%	10
10-53-125 Bonus	127	423	523	423	-19%	(100)
10-53-126 Employee Recognition	-	-	-	-	-	-
Employer Contributions						
10-53-141 Unemployment Insurance	92	101	97	106	9%	9
10-53-142 Workmen's Compensation	28	40	42	46	10%	4
10-53-143 Health Benefits	3,277	3,605	3,009	3,267	9%	258
10-53-144 F.I.C.A.	2,343	2,566	2,468	2,704	10%	236
10-53-145 Retirement	541	2,318	742	2,439	229%	1,697
10-53-146 Wage Adjustment	-	-	-	-	-	-
TOTAL PERSONNEL SERVICES	\$ 36,369	\$ 42,171	\$ 38,626	\$ 43,915	14%	\$ 5,289
SUPPLIES						
10-53-210 Office Supplies	\$ 82	\$ 200	\$ 200	\$ 200	0%	\$ -
10-53-220 Operating Supplies	-	300	300	300	0%	-
10-53-230 Repair & Maintenance Supplies	-	50	50	50	0%	-
10-53-231 Vehicle Repair & Maintenance Supplies	-	-	-	-	-	-
10-53-232 Gas & Oil	-	-	-	-	-	-
10-53-235 Minor Equipment	-	650	650	3,650	462%	3,000
TOTAL SUPPLIES	\$ 82	\$ 1,200	\$ 1,200	\$ 4,200	250%	\$ 3,000
CHARGES FOR SERVICES						
10-53-310 Communication & Transportation	\$ 30	\$ 150	\$ 150	\$ 150	0%	\$ -
10-53-320 Legal Notices	-	-	-	-	-	-
10-53-330 Dues & Subscriptions	61	150	150	150	0%	-
10-53-340 Utility Services (Phones/Internet)	-	250	1,255	1,255	0%	-
10-53-347 Professional Services	-	-	-	-	-	-
10-53-351 Legal	15,900	17,500	17,500	17,500	0%	-
10-53-357 Consultant	319	500	500	500	0%	-
10-53-360 Repair & Maintenance	-	125	125	125	0%	-
10-53-362 Computer Support	5,358	7,220	7,220	5,430	-25%	(1,790)
10-53-371 Travel Expense	-	500	500	500	0%	-
10-53-372 Meeting Expense	-	100	100	100	0%	-
10-53-380 Tuition & Books	-	250	250	250	0%	-
10-53-391 Witness & Jury Fees	-	500	500	500	0%	-
10-53-392 Boarding Prisoners	-	200	200	200	0%	-
10-53-395 Contract Payments	8,122	12,618	12,618	13,458	7%	840
TOTAL CHARGES FOR SERVICES	\$ 29,790	\$ 40,063	\$ 41,068	\$ 40,118	-2%	\$ (950)
FIXED CHARGES						
10-53-510 CIRSA Insurance	148	152	152	157	3%	5
TOTAL FIXED CHARGES	148	152	152	157	0%	5
TOTAL EXPENDITURES	\$ 66,389	\$ 83,586	\$ 81,046	\$ 88,390	9%	\$ 7,344

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 22,698	\$ 35,633	\$ 34,497	\$ 37,594	9%	\$ 3,097
SUPPLIES	1,214	9,350	2,100	9,450	350%	7,350
CHARGES FOR SERVICES	5,610	5,742	5,742	7,002	22%	1,260
FIXED CHARGES	67	69	103	106	3%	3
TOTAL EXPENDITURES	\$ 29,590	\$ 50,794	\$ 42,442	\$ 54,152	28%	\$ 11,710

DETAIL OF EXPENDITURES

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES							
10-57-110	Salaries & Wages	\$ 19,202	\$ 31,030	\$ 30,876	\$ 33,470	8%	\$ 2,594
10-57-120	Overtime	-	-	-	-	0%	-
10-57-125	Bonus	1,137	975	975	1,247	28%	272
	Employer Contributions						
10-57-141	Unemployment Insurance	64	96	96	104	8%	8
10-57-142	Workmen's Compensation	26	41	41	45	10%	4
10-57-143	Health Benefits	78	85	72	72	0%	-
10-57-144	F.I.C.A.	1,633	2,448	2,437	2,656	9%	219
10-57-145	Retirement	558	958	-	-	0%	-
	TOTAL PERSONNEL SERVICES	\$ 22,698	\$ 35,633	\$ 34,497	\$ 37,594	9%	\$ 3,097
SUPPLIES							
10-57-210	Office Supplies	\$ 10	\$ 200	\$ 200	\$ 300	50%	\$ 100
10-57-220	Operating Supplies	300	1,400	1,400	1,400	0%	-
10-57-230	Repair & Maintenance Supplies	-	500	500	500	0%	-
10-57-235	Minor Equipment	-	7,250	-	7,250	-	7,250
10-57-240	Janitorial Supplies	-	-	-	-	-	-
10-57-250	Supplies for Resale	(126)	-	-	-	-	-
10-57-251	Supplies - Consignment	462	-	-	-	-	-
10-57-255	Sales Tax	569	-	-	-	-	-
	TOTAL SUPPLIES	\$ 1,214	\$ 9,350	\$ 2,100	\$ 9,450	350%	\$ 7,350
CHARGES FOR SERVICES							
10-57-310	Communication & Transportation	\$ -	\$ 100	\$ 100	\$ 100	0%	\$ -
10-57-320	Legal Notices	-	-	-	-	-	-
10-57-330	Dues & Subscriptions	-	-	-	-	-	-
10-57-340	Utility Services (phones and Internet)	2,492	3,000	3,000	3,000	0%	-
10-57-345	C.C Transaction Fees	633	-	-	-	-	-
10-57-343	Recruitment	202	-	-	-	-	-
10-57-347	Professional Services	1,015	-	-	-	-	-
10-57-351	Legal	-	-	-	-	-	-
10-57-358	Janitorial Services	-	-	-	-	-	-
10-57-360	Repair & Maintenance Services	-	500	500	500	0%	-
10-57-362	Computer Support	1,150	1,992	1,992	3,252	63%	1,260
10-57-371	Travel	-	150	150	150	0%	-
10-57-380	Tuition & Books	-	-	-	-	-	-
10-57-397	Cash Over/Short	120	-	-	-	-	-
	TOTAL CHARGES FOR SERVICES	\$ 5,610	\$ 5,742	\$ 5,742	\$ 7,002	22%	\$ 1,260
FIXED CHARGES							
10-57-510	CIRSA Insurance	67	69	103	106	3%	3
	TOTAL FIXED CHARGES	67	69	103	106	0%	3
	TOTAL EXPENDITURES	\$ 29,590	\$ 50,794	\$ 42,442	\$ 54,152	28%	\$ 11,710

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 98,567	\$ 144,522	\$ 140,831	\$ 202,261	44%	\$ 61,430
SUPPLIES	1,500	16,600	16,600	10,400	-37%	(6,200)
CHARGES FOR SERVICES	65,912	218,044	220,358	227,003	3%	6,645
FIXED CHARGES	1,114	1,148	1,502	1,547	0%	45
TOTAL EXPENDITURES	\$ 167,093	\$ 380,314	\$ 379,291	\$ 441,211	16%	\$ 61,920

DETAIL OF EXPENDITURES

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES							
10-58-110	Salaries & Wages	\$ 66,370	\$ 89,632	\$ 89,601	\$ 132,255	48%	\$ 42,654
10-58-120	Overtime	-	-	-	-	0%	-
10-58-121	Overtime - Public Safety	-	4,200	4,200	4,200	0%	-
10-58-122	Overtime - Public Works	2,570	5,680	5,680	5,680	0%	-
10-58-125	Bonus	704	748	1,748	1,094	-37%	(654)
	Employer Contributions						
10-58-141	Unemployment Insurance	207	301	304	430	41%	126
10-58-142	Workmen's Compensation	1,642	2,351	2,371	3,884	64%	1,513
10-58-143	Health Benefits	20,816	27,711	22,956	34,855	52%	11,899
10-58-144	F.I.C.A.	5,269	7,670	7,744	10,957	41%	3,213
10-58-145	Retirement	989	6,229	6,227	8,906	43%	2,679
	TOTAL PERSONNEL SERVICES	\$ 98,567	\$ 144,522	\$ 140,831	\$ 202,261	44%	\$ 61,430
SUPPLIES							
10-58-210	Office Supplies	\$ 154	\$ 500	\$ 500	\$ 500	0%	\$ -
10-58-220	Operating Supplies	-	4,000	4,000	4,000	0%	-
10-58-225	Uniforms	-	200	200	200	0%	-
10-58-231	Vehicle Repair & Maint Supplies	223	1,000	1,000	750	-25%	(250)
10-58-232	Gas & Oil	73	750	750	500	-33%	(250)
10-58-235	Minor Equipment	1,050	10,150	10,150	4,450	-56%	(5,700)
	TOTAL SUPPLIES	\$ 1,500	\$ 16,600	\$ 16,600	\$ 10,400	-37%	\$ (6,200)
CHARGES FOR SERVICES							
10-58-310	Communication & Transportation	\$ -	\$ 300	\$ 300	\$ 300	0%	\$ -
10-58-320	Legal Notices	-	-	170	200	18%	30
10-58-330	Dues and Subscriptions	1,443	1,500	1,500	1,500	0%	-
10-58-340	Utilities	624	700	2,844	2,844	0%	-
10-58-343	Recruitment	145	-	-	-	-	-
10-58-347	Professional Services	-	20,000	20,000	20,000	0%	-
10-58-348	Event Contract Services	-	5,000	5,000	40,000	700%	35,000
10-58-351	Legal	-	2,000	2,000	2,000	0%	-
10-58-352	Auditing Services	-	-	-	-	-	-
10-58-360	Repair & Maintenance Services	-	1,000	1,000	1,000	0%	-
10-58-362	Computer Support	3,545	4,544	4,544	4,659	3%	115
10-58-370	Media	9,915	40,000	40,000	40,000	0%	-
10-58-371	Travel Expense	-	1,000	1,000	1,000	0%	-
10-58-372	Meeting Expense	21	10,500	10,500	10,000	-5%	(500)
10-58-375	Marketing - Website	161	12,000	12,000	10,000	-17%	(2,000)
10-58-376	Public Relations	-	-	-	-	-	-
10-58-377	Marketing - Town Miscellaneous	-	-	-	-	-	-
10-58-378	Design & Production	-	4,000	4,000	7,500	88%	3,500
10-58-380	Tuition & Books	10	750	750	500	-33%	(250)
10-58-395	Contract Services	18,500	-	-	-	-	-
10-58-400	Events	27,750	65,000	65,000	65,000	0%	-
10-58-410	Event Production	3,798	49,750	49,750	20,500	-59%	(29,250)
	TOTAL CHARGES FOR SERVICES	\$ 65,912	\$ 218,044	\$ 220,358	\$ 227,003	3%	\$ 6,645
FIXED CHARGES							
10-58-510	CIRSA Insurance	1,114	1,148	1,502	1,547	3%	45
	TOTAL FIXED CHARGES	1,114	1,148	1,502	1,547	3%	45
	TOTAL EXPENDITURES	\$ 167,093	\$ 380,314	\$ 379,291	\$ 441,211	16%	\$ 61,920

PROPRIETARY FUNDS

WATER FUND SUMMARY

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
DEBT SERVICE ¹	\$ 816,346	\$ 729,729	\$ 644,426	\$ 772,344	20%	\$ 127,918
ASSIGNED FUND BALANCE	<u>23,543,751</u>	<u>12,515,404</u>	<u>15,324,569</u>	<u>13,593,348</u>	-11%	<u>\$(1,731,221)</u>
TOTAL FUND BALANCES (Beginning)	<u>\$ 24,360,097</u>	<u>\$ 13,245,133</u>	<u>\$ 15,968,995</u>	<u>\$ 14,365,692</u>	-10%	<u>\$(1,603,303)</u>
REVENUE						
Operating Revenues	\$ 4,509,254	\$ 4,169,900	\$ 4,354,775	\$ 4,471,561	3%	\$ 116,786
Interest on Investments	74,589	12,120	6,500	6,500	0%	-
Other Revenue	123,863	109,000	75,520	87,000	15%	11,480
Plant Investment Fees (Tap Fees)	757,593	886,000	596,268	650,000	9%	53,732
Water Miscellaneous Revenue	-	-	-	-	0%	-
Water Rights, Cash in Lieu	993,335	-	-	-	0%	-
Transfers-In	-	-	-	-	0%	-
TOTAL REVENUE	<u>\$ 6,458,634</u>	<u>\$ 5,177,020</u>	<u>\$ 5,033,063</u>	<u>\$ 5,215,061</u>	4%	<u>\$ 181,998</u>
TOTAL SOURCES	<u>\$ 30,818,731</u>	<u>\$ 18,422,153</u>	<u>\$ 21,002,058</u>	<u>\$ 19,580,753</u>	-7%	<u>\$(1,421,305)</u>
EXPENDITURES						
Operating Expenditures	\$ 1,304,116	\$ 2,045,661	\$ 1,823,099	\$ 2,263,954	24%	\$ 440,855
Capital Expenditures	12,272,032	5,102,533	3,546,990	6,176,145	74%	2,629,155
Debt Service	1,273,588	1,266,277	1,266,277	1,264,533	0%	(1,744)
TOTAL EXPENDITURES	<u>\$ 14,849,736</u>	<u>\$ 8,414,471</u>	<u>\$ 6,636,366</u>	<u>\$ 9,704,632</u>	46%	<u>\$ 3,068,266</u>
NET SURPLUS (DEFICIT)	<u>\$ (8,391,102)</u>	<u>\$ (3,237,451)</u>	<u>\$ (1,603,303)</u>	<u>\$ (4,489,571)</u>	-180%	<u>\$(2,886,268)</u>
FUND BALANCES (Ending):						
RESTRICTED FOR:						
DEBT SERVICE ¹	\$ 644,425.91	\$ 827,985	\$ 772,344	\$ 882,122	14%	\$ 109,778
ASSIGNED FUND BALANCE	<u>15,324,569</u>	<u>9,179,697</u>	<u>13,593,348</u>	<u>8,993,999</u>	-34%	<u>\$(4,599,348)</u>
TOTAL FUND BALANCE (Ending)	<u>\$ 15,968,995</u>	<u>\$ 10,007,682</u>	<u>\$ 14,365,692</u>	<u>\$ 9,876,121</u>	-31%	<u>\$(4,489,571)</u>

¹ Per the 2018 loan agreement the Town shall maintain an operations and maintenance reserve in an amount equal to three months operations and maintenance expenses (not to exceed \$1,250,000)

FUND: WATER

DETAIL OF REVENUES

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
52-434-70	Debt Service Surcharge	\$ 463,616	\$ 461,900	\$ 461,900	\$ 461,900	0%	\$ -
52-434-80	Water Sales - In Town	3,524,112	3,230,000	3,386,433	3,488,026	3%	101,593
52-434-83	Water Sales - Out Of Town	521,526	478,000	506,442	521,635	3%	15,193
52-434-85	Water Materials/Other	97,020	97,000	63,520	75,000	18%	11,480
52-434-90	Plant Investment Fees (Tap Fees)	757,593	886,000	596,268	650,000	9%	53,732
52-434-95	Cash-In-Lieu Of Water Rights	993,335	-	-	-	0%	-
52-436-50	Water Interest	73,688	12,000	6,000	6,000	0%	-
52-436-60	Water Rights Interest	901	120	500	500	0%	-
52-436-65	Nwcog Grant	14,222	-	-	-	0%	-
52-436-75	Service Charge	11,365	12,000	12,000	12,000	0%	-
52-436-95	Water Miscellaneous Revenue	-	-	-	-	0%	-
	Transfers-In	-	-	-	-	0%	-
	TOTAL REVENUE	\$ 6,458,634	\$ 5,177,020	\$ 5,033,063	\$ 5,215,061	4%	\$ 181,998

SUMMARY OF EXPENDITURES

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 660,969	\$ 907,776	\$ 847,619	\$ 991,386	17%	\$ 143,767
SUPPLIES	199,612	271,516	267,331	331,402	24%	64,071
CHARGES FOR SERVICES	383,018	754,036	595,816	826,963	39%	231,147
FIXED CHARGES	60,518	62,333	62,333	64,203	3%	1,870
CAPITAL EXPENDITURES	12,272,032	5,102,533	3,546,990	6,176,145	74%	2,629,155
DEBT SERVICE	1,273,588	1,266,277	1,266,277	1,264,533	0%	(1,744)
CONTINGENCY	-	50,000	50,000	50,000	0%	-
TRANSFER TO OTHER FUNDS	-	-	-	-	0%	-
TOTAL EXPENDITURES	\$ 14,849,736	\$ 8,414,471	\$ 6,636,366	\$ 9,704,632	46%	\$ 3,068,266

DETAIL OF EXPENDITURES

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES							
52-59-110	Salaries & Wages	\$ 450,516	\$ 592,136	\$ 568,515	\$ 657,801	16%	\$ 89,286
52-59-120	Overtime	13,702	24,391	24,391	24,391	0%	-
52-59-125	Bonus	5,591	6,287	7,538	6,336	-16%	(1,202)
52-59-130	Car Allowance	1,500	1,500	1,500	1,500	0%	-
52-59-394	Employee Recognition	-	-	-	-	0%	-
Employer Contributions							
52-59-141	Unemployment Insurance	1,441	1,873	1,806	2,070	15%	264
52-59-142	Workmen's Compensation	11,171	14,467	14,066	16,248	16%	2,182
52-59-143	Health & Life Insurance	114,875	178,570	147,232	184,812	26%	37,580
52-59-144	F.I.C.A.	36,052	47,760	46,049	52,787	15%	6,738
52-59-145	Retirement	26,120	40,792	36,522	45,441	24%	8,919
52-59-146	Wage Adjustment	-	-	-	-	0%	-
TOTAL PERSONNEL SERVICES		\$ 660,969	\$ 907,776	\$ 847,619	\$ 991,386	17%	\$ 143,767
SUPPLIES							
52-59-210	Office Supplies	\$ 549	\$ 2,600	\$ 1,500	\$ 1,500	0%	\$ -
52-59-220	Operating Supplies	65,750	85,000	85,000	140,000	65%	55,000
52-59-225	Uniforms	774	1,500	500	750	50%	250
52-59-230	Repair & Maintenance Supplies	60,386	51,495	51,495	46,995	-9%	(4,500)
52-59-231	Vehicle Repair & Maintenance Supplies	188	2,585	500	500	0%	-
52-59-232	Gas & Oil	3,676	4,500	4,500	4,500	0%	-
52-59-235	Minor Equipment	12,783	13,945	13,945	23,969	72%	10,024
52-59-250	Meters & Related Items	55,505	109,891	109,891	113,188	3%	3,297
TOTAL SUPPLIES		\$ 199,612	\$ 271,516	\$ 267,331	\$ 331,402	24%	\$ 64,071
CHARGES FOR SERVICES							
52-59-310	Communication & Transportation	\$ 9,476	\$ 17,000	\$ 17,000	\$ 14,000	-18%	\$ (3,000)
52-59-320	Legal Notices	494	1,550	1,550	1,550	0%	-
52-59-330	Dues & Subscriptions	2,591	3,025	3,025	3,116	3%	91
52-59-340	Utility Services	165,718	200,000	200,000	350,000	75%	150,000
52-59-343	Recruitment	2,493	2,000	500	500	0%	-
52-59-345	CC Transaction Fees	-	-	15,060	15,600	4%	540
52-59-347	Professional Services	1,954	55,000	55,000	74,000	35%	19,000
52-59-350	Legal - reimbursable	-	-	-	-	0%	-
52-59-351	Legal - Water	11,809	19,000	19,000	19,000	0%	-
52-59-352	Auditing & Accounting	-	-	-	-	0%	-
52-59-353	Engineering - Reimbursable	-	-	-	-	0%	-
52-59-354	Engineering - Water	21,757	27,000	27,000	27,000	0%	-
52-59-356	Green Mountain Reservoir	2,345	2,500	2,500	2,500	0%	-
52-59-357	Wolford Mtn. Reservoir-CRWCD	22,830	23,000	23,220	23,500	1%	280
52-59-358	Water Storage - CRWCD - HBE	10,332	12,000	12,000	12,000	0%	-
52-59-360	Repair & Maintenance Services	58,920	65,544	(34,456)	60,000	-274%	94,456
52-59-363	Water Quality Monitoring	12,424	12,000	12,000	12,360	3%	360
52-59-365	Mapping	600	2,000	500	2,000	300%	1,500
52-59-366	Leak Detection	7,900	12,408	12,408	12,780	3%	372
52-59-368	Tap Fee and Rate Study	-	60,000	-	60,000	100%	60,000
52-59-369	Storage Tank Maintenance	-	115,510	115,510	15,510	-87%	(100,000)
52-59-370	Testing & Permits	7,590	20,000	13,000	20,000	54%	7,000
52-59-371	Travel Expense	1,386	500	500	500	0%	-
52-59-372	Meeting Expense	-	500	500	500	0%	-
52-59-375	Computer Support	7,655	19,109	19,109	19,477	2%	368
52-59-380	Tuition & Books	2,276	5,000	2,500	2,500	0%	-
52-59-390	CDL Testing	-	1,000	-	-	0%	-
52-59-395	Contract Payments	32,466	78,390	78,390	78,570	0%	180
52-59-764	Filter Media	-	-	-	-	0%	-
52-59-766	Clean Backwash Ponds	-	-	-	-	0%	-
TOTAL CHARGES FOR SERVICES		\$ 383,018	\$ 754,036	\$ 595,816	\$ 826,963	39%	\$ 231,147

DETAIL OF EXPENDITURES (continued)

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
FIXED CHARGES							
52-59-510	CIRSA Insurance	\$ 60,518	\$ 62,333	\$ 62,333	\$ 64,203	3%	\$ 1,870
	TOTAL FIXED CHARGES	\$ 60,518	\$ 62,333	\$ 62,333	\$ 64,203	3%	\$ 1,870
CAPITAL OUTLAY							
52-59-710	Equipment	\$ 21,217	\$ -	\$ -	\$ -	0%	\$ -
52-59-711	Capital Expenditures	301,919	1,212,533	325,000	980,910	202%	655,910
52-59-731	City Market Utility Re-locate Cost Share	-	-	-	-	0%	-
52-59-734	I-70 / Eby Creek Road	-	-	-	-	0%	-
52-59-740	Cemetery Tank Replacement	77,222	2,400,000	228,000	3,885,000	1604%	3,657,000
52-59-745	Pickup Trucks	-	-	-	36,050	0%	36,050
52-59-752	Violet Lane Water Line	3,743	-	-	-	0%	-
52-59-754	Lower Basin Water Treatment	11,622,010	1,000,000	2,778,990	-	-100%	(2,778,990)
52-59-757	Upper Basin Water Treatment Plant	245,922	190,000	115,000	94,500	-18%	(20,500)
52-59-767	Non Conforming System Improvements	-	-	-	-	0%	-
52-59-773	Main Replacement/Brush Creek	-	-	-	78,750	0%	78,750
52-59-774	Water Line Improvements	-	300,000	100,000	1,100,935	1001%	1,000,935
	TOTAL CAPITAL OUTLAY	\$ 12,272,032	\$ 5,102,533	\$ 3,546,990	\$ 6,176,145	74%	\$ 2,629,155
DEBT SERVICE							
52-59-810	Debt Issuance Cost	\$ -	\$ -	\$ -	\$ -	0%	\$ -
52-59-817	Water Revenue Bond 2013	236,554	243,603	243,603	250,863	3%	7,260
52-59-820	CWCB	10,500	-	-	-	0%	-
52-59-825	Water Revolving Loan 2018	633,320	648,043	648,043	653,299	1%	5,256
52-59-816	Agent Fees	-	-	-	-	0%	-
52-59-965	Debt Service Interest	224,795	206,211	206,211	191,952	-7%	(14,259)
52-59-966	Debt Service Admin Fee	168,419	168,420	168,420	168,419	0%	(1)
	TOTAL DEBT SERVICE	\$ 1,273,588	\$ 1,266,277	\$ 1,266,277	\$ 1,264,533	0%	\$ (1,744)
52-59-900	CONTINGENCY	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	0%	\$ -
	TOTAL EXPENDITURES	\$ 14,849,736	\$ 8,414,471	\$ 6,636,366	\$ 9,704,632	46%	\$ 3,068,266

UTILITY (WASTE WATER) FUND SUMMARY	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
RATE STABILIZATION ACCOUNT 1	\$ 256,733	\$ 362,777	\$ 303,951	\$ 382,548	26%	\$ 78,597
ASSIGNED FUND BALANCE	\$ 6,105,538	\$ 6,504,934	\$ 6,922,650	\$ 7,846,575	13%	\$ 923,924
TOTAL FUND BALANCES (Beginning)	\$ 6,362,271	\$ 6,867,711	\$ 7,226,602	\$ 8,229,123	14%	\$ 1,002,521
REVENUE						
Operating Revenues	\$ 2,742,121	\$ 2,851,000	\$ 2,851,000	\$ 2,936,530	3%	\$ 85,530
Interest on Investments	39,277	12,000	4,000	5,000	25%	1,000
Plant Investment Fees (Tap Fees)	584,000	828,000	828,000	550,000	-34%	(278,000)
Loan Proceeds	-	-	-	-	0%	-
Transfers-In	-	-	-	-	0%	-
TOTAL REVENUE	\$ 3,365,398	\$ 3,691,000	\$ 3,683,000	\$ 3,491,530	-5%	\$ (191,470)
TOTAL SOURCES	\$ 9,727,669	\$ 10,558,711	\$ 10,909,602	\$11,720,653	7%	\$ 811,051
EXPENDITURES						
Operating Expenditures	\$ 1,215,805	\$ 1,479,794	\$ 1,530,191	\$ 1,657,269	8%	\$ 127,078
Capital Expenditures	344,993	235,000	210,000	868,136	313%	658,136
Debt Service	940,270	939,034	940,288	971,180	3%	30,892
Transfers-Out	-	-	-	-	0%	-
TOTAL EXPENDITURES	\$ 2,501,068	\$ 2,653,828	\$ 2,680,479	\$ 3,496,585	30%	\$ 816,106
NET SURPLUS (DEFICIT)	\$ 864,331	\$ 1,037,172	\$ 1,002,521	\$ (5,055)	-101%	\$(1,007,576)
FUND BALANCES (Ending):						
RESTRICTED FOR:						
RATE STABILIZATION ACCOUNT 1	\$ 303,951	\$ 369,949	\$ 382,548	\$ 414,317	8%	\$ 31,770
ASSIGNED FUND BALANCE	6,922,650	7,534,935	7,846,575	7,809,750	0%	\$ (36,825)
FUND BALANCE (Ending)	\$ 7,226,602	\$ 7,904,883	\$ 8,229,123	\$ 8,224,067	0%	\$ (5,055)

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

FUND: WASTEWATER

DETAIL OF REVENUES

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
51-434-70	Service Fees	\$ 2,742,060	\$ 2,851,000	\$ 2,851,000	\$ 2,936,530	3%	\$ 85,530
51-436-50	Interest Income	39,277	12,000	4,000	5,000	25%	1,000
51-434-90	Plant Investment Fees (Tap Fees)	584,000	828,000	828,000	550,000	-34%	(278,000)
51-436-69	Miscellaneous	61	-	-	-	100%	-
51-436-78	Insurance Proceeds	-	-	-	-	200%	-
	Transfers-In	-	-	-	-	0%	-
	TOTAL REVENUE	\$ 3,365,398	\$ 3,691,000	\$ 3,683,000	\$ 3,491,530	-5%	\$ (191,470)

FUND: WASTEWATER

SUMMARY OF EXPENDITURES

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 494,353	\$ 637,006	\$ 566,965	\$ 710,920	25%	\$ 143,955
SUPPLIES	129,719	138,318	104,382	144,966	39%	40,584
CHARGES FOR SERVICES	556,891	620,110	774,484	715,993	-8%	(58,492)
FIXED CHARGES	34,842	34,360	34,360	35,391	3%	1,031
CAPITAL OUTLAY	344,993	235,000	210,000	868,136	313%	658,136
DEBT SERVICE	940,270	939,034	940,288	971,180	3%	30,892
CONTINGENCY	-	50,000	50,000	50,000	0%	-
TRANSFER TO OTHER FUNDS	-	-	-	-	0%	-
TOTAL EXPENDITURES	\$ 2,501,068	\$ 2,653,828	\$ 2,680,479	\$ 3,496,585	30%	\$ 816,106

DETAIL OF EXPENDITURES

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES							
51-58-110	Salaries & Wages	\$ 336,097	\$ 423,902	\$ 383,331	\$ 491,412	28%	\$ 108,081
51-58-120	Overtime	3,987	4,306	4,306	4,306	0%	-
51-58-125	Bonus	4,022	5,227	5,483	4,887	-11%	(596)
51-58-130	Car Allowance	1,500	1,500	1,500	1,500	0%	-
51-58-394	Employee Recognition	-	-	-	-	0%	-
Employer Contributions							
51-58-141	Unemployment Insurance	1,071	1,305	1,184	1,506	27%	322
51-58-142	Workmen's Compensation	5,638	7,359	6,556	7,894	20%	1,338
51-58-143	Health Benefits	93,445	130,715	107,839	126,860	18%	19,021
51-58-144	F.I.C.A.	27,000	33,273	30,188	38,411	27%	8,223
51-58-145	Retirement	21,593	29,419	26,578	34,144	28%	7,566
51-58-146	Wage Adjustment	-	-	-	-	0%	-
TOTAL PERSONNEL SERVICES		\$ 494,353	\$ 637,006	\$ 566,965	\$ 710,920	25%	\$ 143,955
SUPPLIES							
51-58-210	Office Supplies	\$ 264	\$ 1,800	\$ 1,000	\$ 1,000	0%	\$ -
51-58-220	Operating Supplies	15,744	20,000	20,000	20,000	0%	-
51-58-225	Uniforms	666	1,000	1,000	1,000	0%	-
51-58-230	Repair & Maintenance Supplies	103,453	100,000	70,000	100,000	43%	30,000
51-58-231	Vehicle Repair & Maintenance Supplies	811	4,136	1,000	1,000	0%	-
51-58-232	Gas & Oil	2,638	2,687	2,687	2,687	0%	-
51-58-235	Minor Equipment	6,144	8,695	8,695	19,279	122%	10,584
TOTAL SUPPLIES		\$ 129,719	\$ 138,318	\$ 104,382	\$ 144,966	39%	\$ 40,584
CHARGES FOR SERVICES							
51-58-310	Communication & Transportation	\$ 9,170	\$ 9,000	\$ 9,000	\$ 9,000	0%	\$ -
51-58-320	Legal Notices	-	500	500	500	0%	-
51-58-330	Dues & Subscriptions	-	-	105,000	110,250	5%	5,250
51-58-340	Utility Services	183,998	190,000	197,998	197,998	0%	-
51-58-343	Recruitment	119	1,025	500	500	0%	-
51-58-345	CC Transaction Fees	-	-	9,650	9,800	2%	150
51-58-347	Professional Services	361	-	-	-	-	-
51-58-351	Legal	2,418	3,000	3,000	3,000	0%	-
51-58-354	Engineering	3,503	7,050	36,050	2,000	-94%	(34,050)
51-58-356	Sludge Disposal	56,611	64,800	64,800	67,000	3%	2,200
51-58-358	Sewer Imaging	126,203	150,000	150,000	150,000	0%	-
51-58-360	Repair & Maintenance Services	23,933	40,000	40,000	40,000	0%	-
51-58-362	Computer Support	4,892	11,939	11,939	14,143	18%	2,204
51-58-363	WWTP 10 Year Plan	-	-	-	-	-	-
51-58-364	Mixing Zone Study	-	-	-	-	-	-
51-58-365	Mapping	-	-	-	-	-	-
51-58-366	Testing & Permits	80,975	52,811	67,000	67,000	0%	-
51-58-367	Collection Systems Study	-	-	-	-	-	-
51-58-368	Tap Fee and Rate Study	34,387	50,000	35,000	-	-100%	(35,000)
51-58-371	Travel Expense	617	500	500	500	0%	-
51-58-372	Meeting Expense	-	500	500	500	0%	-
51-58-380	Tuition & Books	416	750	750	750	0%	-
51-58-385	Treasurer Fees	-	-	-	-	-	-
51-58-390	CDL Testing	-	282	282	564	100%	282
51-58-395	Contract Payments	29,287	37,953	42,015	42,488	1%	473
TOTAL CHARGES FOR SERVICES		\$ 556,891	\$ 620,110	\$ 774,484	\$ 715,993	-8%	\$ (58,492)

DETAIL OF EXPENDITURES (continued)

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
FIXED CHARGES						
51-58-510 CIRSA Insurance	\$ 34,842	\$ 34,360	\$ 34,360	\$ 35,391	3%	\$ 1,031
TOTAL FIXED CHARGES	\$ 34,842	\$ 34,360	\$ 34,360	\$ 35,391	3%	\$ 1,031
CAPITAL OUTLAY						
51-58-710 Equipment Purchase	-	\$ -	\$ -	\$ -	0%	\$ -
51-58-711 Capital Expenditures	344,993	235,000	210,000	868,136		658,136
51-58-715 Non Conforming System Improvements	-	-	-	-	0%	-
51-58-721 WW Treatment Plant Improvements	-	-	-	-	0%	-
51-58-731 City Market Utility Re-locate Cost Share	-	-	-	-	0%	-
51-58-732 Slip Line Pipe	-	-	-	-	#DIV/0!	-
51-58-733 Sewer line Flushing Skid	-	-	-	-	0%	-
51-58-734 I-70 / Eby Creek Road	-	-	-	-	0%	-
51-58-740 Pickup Truck	-	-	-	-	0%	-
51-58-752 Violet Lane Waste Water Line	-	-	-	-	#DIV/0!	-
TOTAL CAPITAL OUTLAY	\$ 344,993	\$ 235,000	\$ 210,000	\$ 868,136	313%	\$ 658,136
DEBT SERVICE						
51-58-825 Wastewater Loan Payment 2007 ¹	633,204	\$ 649,440	\$ 649,440	\$ 703,560	8%	54,120
51-58-827 Wastewater Loan Payment 2011 ²	62,359	62,359	63,613	64,891	2%	1,278
51-58-965 Debt Service Interest	152,659	135,187	135,187	110,682	-18%	(24,505)
51-58-966 Debt Service Admin Fee	92,047	92,048	92,048	92,047	0%	(1)
TOTAL DEBT SERVICE	\$ 940,270	\$ 939,034	\$ 940,288	\$ 971,180	3%	\$ 30,892
51-58-900 CONTINGENCY	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	0%	\$ -
51-58-920 TRANSFERS TO OTHER FUNDS	\$ -	\$ -	\$ -	\$ -	0%	\$ -
TOTAL EXPENDITURES	\$ 2,501,068	\$ 2,653,828	\$ 2,680,479	\$ 3,496,585	30%	\$ 816,106

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

² 2010 Colorado Water and Power Authority Loan for non-conforming lines. First Payment May 1, 2012 and
Final Payment November 1, 2031.

REFUSE FUND SUMMARY

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
ASSIGNED FUND BALANCE	\$ 255,570	\$ 233,307	\$ 252,272	\$ 261,341	4%	\$ 9,069
TOTAL FUND BALANCES (Beginning)	\$ 255,570	\$ 233,307	\$ 252,272	\$ 261,341	4%	\$ 9,069
REVENUE						
Operating Revenues	\$ 617,863	\$ 667,300	\$ 667,282	\$ 684,794	3%	\$ 17,512
Non-Operating Revenues	1,707	450	130	120	-8%	(10)
Transfers-In	-	-	-	-	-	-
TOTAL REVENUE	\$ 619,570	\$ 667,750	\$ 667,412	\$ 684,914	3%	\$ 17,502
TOTAL SOURCES	\$ 875,140	\$ 901,057	\$ 919,684	\$ 946,255	3%	\$ 26,571
EXPENDITURES						
Operating Expenditures	\$ 602,868	\$ 640,899	\$ 638,343	\$ 658,504	3%	\$ 20,161
Capital Expenditures	-	-	-	-	-	-
Transfers-Out	20,000	20,000	20,000	20,000	0%	-
TOTAL EXPENDITURES	\$ 622,868	\$ 660,899	\$ 658,343	\$ 678,504	3%	\$ 20,161
NET SURPLUS (DEFICIT)	\$ (3,298)	\$ 6,851	\$ 9,069	\$ 6,410	-29%	\$ (2,659)
FUND BALANCES (Ending):						
ASSIGNED FUND BALANCE	\$ 252,272	\$ 240,158	\$ 261,341	\$ 267,751	2%	6,410
TOTAL FUND BALANCE (Ending)	\$ 252,272	\$ 240,158	\$ 261,341	\$ 267,751	2%	\$ 6,410

DETAIL OF REVENUES**OPERATING REVENUES**

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
53-434-40 SERVICE FEES	\$ 582,111	\$ 601,000	\$ 600,982	\$ 618,244	3%	\$ 17,262
53-434-50 YARDWASTE/RECYCLE CENTER FEE	10,162	40,800	40,800	41,050	1%	250
53-434-60 ADMINISTRATIVE FEE	25,591	25,500	25,500	25,500	0%	-
OPERATING REVENUES	\$ 617,863	\$ 667,300	\$ 667,282	\$ 684,794	3%	\$ 17,512

NON-OPERATING REVENUES

53-436-50 INTEREST INCOME	\$ 1,707	\$ 450	\$ 130	\$ 120	-8%	\$ (10)
53-436-70 MISCELLANEOUS REVENUE	-	-	-	-	-	-
NON-OPERATING REVENUES	\$ 1,707	\$ 450	\$ 130	\$ 120	-8%	\$ (10)
TOTAL REVENUES	\$ 619,570	\$ 667,750	\$ 667,412	\$ 684,914	3%	\$ 17,502

SUMMARY OF EXPENDITURES

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 7,486	\$ 10,026	\$ 10,022	\$ 10,817	8%	\$ 795
SUPPLIES	33	3,500	550	750	36%	200
CHARGES FOR SERVICES	594,390	626,386	627,556	646,715	3%	19,159
FIXED CHARGES	958	987	215	221	3%	6
CAPITAL EXPENDITURES	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS	20,000	20,000	20,000	20,000	0%	-
TOTAL EXPENDITURES	\$ 622,868	\$ 660,899	\$ 658,343	\$ 678,504	3%	\$ 20,161

DETAIL OF EXPENDITURES

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL							
53-53-110	Salaries & Wages	\$ 6,683	\$ 8,450	\$ 8,450	\$ 9,163	8%	\$ 713
53-53-120	Overtime	-	503	503	503	0%	-
	Employer Contributions						
53-53-141	Unemployment Insurance	20	27	27	29	7%	2
53-53-142	Workmen's Compensation	272	333	333	359	8%	26
53-53-143	Health Benefits	-	28	24	24	0%	-
53-53-144	F.I.C.A.	511	685	685	739	8%	54
53-53-145	Retirement	-	-	-	-	-	-
53-53-146	Wage Adjustment	-	-	-	-	-	-
	TOTAL PERSONNEL	\$ 7,486	\$ 10,026	\$ 10,022	\$ 10,817	8%	\$ 795
SUPPLIES							
53-53-210	Office Supplies	\$ -	\$ 750	\$ -	\$ -	-	\$ -
53-53-220	Operating Supplies	33	2,500	500	500	0%	-
53-53-225	Uniforms	-	250	50	250	400%	200
53-53-235	Minor Equipment	-	-	-	-	-	-
	TOTAL SUPPLIES	\$ 33	\$ 3,500	\$ 550	\$ 750	36%	\$ 200
CHARGES FOR SERVICES							
53-53-310	Communication & Transportation	\$ 4,412	\$ 4,700	\$ 4,200	\$ 4,700	12%	\$ 500
53-53-320	Legal Notices	-	500	-	500	-	500
53-53-345	C.C. TRANSACTION FES	-	-	2,170	2,300	6%	130
53-53-360	Repair & Maintenance Services	3,888	20,204	20,204	20,204	0%	-
53-53-371	Legal	-	-	-	-	-	-
53-53-380	Community Cleanup	-	-	-	-	-	-
53-53-394	Landfill Services	-	-	-	-	-	-
53-53-395	Contract Services 1	586,091	600,982	600,982	619,011	3%	18,029
	TOTAL CHARGES FOR SERVICES	\$ 594,390	\$ 626,386	\$ 627,556	\$ 646,715	3%	\$ 19,159
FIXED CHARGES							
53-53-510	CIRSA Insurance	\$ 958	\$ 987	\$ 215	\$ 221	3%	\$ 6
	TOTAL FIXED CHARGES	\$ 958	\$ 987	\$ 215	\$ 221	3%	\$ 6
CAPITAL OUTLAY							
53-53-710	Equipment	\$ -	\$ -	\$ -	\$ -	-	\$ -
53-53-720	Yardwaste Facility	-	-	-	-	-	-
	TOTAL CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -	-	\$ -
CONTINGENCY							
53-53-900	CONTINGENCY	\$ -	\$ -	\$ -	\$ -	-	\$ -
TRANSFERS TO OTHER FUNDS							
53-53-920	TRANSFER TO GENERAL FUND	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	0%	\$ -
	TOTAL EXPENDITURES	\$ 622,868	\$ 660,899	\$ 658,343	\$ 678,504	3%	\$ 20,161

STORMWATER FUND SUMMARY

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
ASSIGNED FUND BALANCE	\$ -	\$ -	\$ -	\$ 83,703	-	\$ 83,703
TOTAL FUND BALANCES (Beginning)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 83,703</u>	-	<u>\$ 83,703</u>
REVENUE						
Operating Revenues	\$ -	\$ 106,000	\$ 90,000	\$ 90,000	0%	\$ -
Non-Operating Revenues	-	-	-	-	-	-
Transfers-In	-	-	-	-	-	-
TOTAL REVENUE	<u>\$ -</u>	<u>\$ 106,000</u>	<u>\$ 90,000</u>	<u>\$ 90,000</u>	0%	\$ -
TOTAL SOURCES	<u>\$ -</u>	<u>\$ 106,000</u>	<u>\$ 90,000</u>	<u>\$ 173,703</u>	93%	\$ 83,703
EXPENDITURES						
Operating Expenditures	\$ -	\$ 106,000	\$ 6,297	\$ 89,336	1319%	\$ 83,039
Capital Expenditures	-	-	-	-	-	-
Transfers-Out	-	-	-	-	-	-
TOTAL EXPENDITURES	<u>\$ -</u>	<u>\$ 106,000</u>	<u>\$ 6,297</u>	<u>\$ 89,336</u>	1319%	\$ 83,039
NET SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 83,703</u>	<u>\$ 664</u>	-99%	\$ (83,039)
FUND BALANCES (Ending):						
ASSIGNED FUND BALANCE	\$ -	\$ -	\$ 83,703	\$ 84,367	1%	664
TOTAL FUND BALANCE (Ending)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 83,703</u>	<u>\$ 84,367</u>	1%	\$ 664

DETAIL OF REVENUES**OPERATING REVENUES**

55-434-40 Service Fees

OPERATING REVENUES**NON-OPERATING REVENUES**

55-436-10 Interest Income

55-436-70 Miscellaneous Revenues

NON-OPERATING REVENUES**TRANSFERS**

55-437-10 Transfer From General Fund

TOTAL TRANSFERS**TOTAL REVENUES**

ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
\$ -	\$ 106,000	\$ 90,000	\$ 90,000	0%	\$ -
\$ -	\$ 106,000	\$ 90,000	\$ 90,000	0%	\$ -
\$ -	\$ -	\$ -	\$ -	-	\$ -
\$ -	\$ -	\$ -	\$ -	-	\$ -
\$ -	\$ -	\$ -	\$ -	-	\$ -
\$ -	\$ -	\$ -	\$ -	-	\$ -
\$ -	\$ 106,000	\$ 90,000	\$ 90,000	0%	\$ -

FUND: STORMWATER

SUMMARY OF EXPENDITURES

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
SUPPLIES	\$ -	\$ -	\$ -	\$ -	-	\$ -
CHARGES FOR SERVICES	-	106,000	6,297	89,336	1319%	83,039
CAPITAL EXPENDITURES	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ 106,000	\$ 6,297	\$ 89,336	1319%	\$ 83,039

DETAIL OF EXPENDITURES**SUPPLIES**

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
55-50-210 Office Supplies	\$ -	\$ -	\$ -	\$ -	-	\$ -
55-50-220 Operating Supplies	-	-	-	-	-	-
55-50-235 Minor Equipment	-	-	-	-	-	-
TOTAL SUPPLIES	\$ -	\$ -	\$ -	\$ -	-	\$ -

CHARGES FOR SERVICES

55-50-310 Communication & Transportation	\$ -	\$ 3,000	\$ -	\$ 3,000	-	\$ 3,000
55-50-347 Professional Services	-	50,000	-	50,000	-	-
55-50-360 Repair & Maintenance Services	-	53,000	5,000	35,000	600%	30,000
55-50-371 Legal	-	-	-	-	-	-
55-50-395 Contract Services	-	-	-	-	-	-
55-50-510 Insurance	-	-	1,297	1,336	3%	39
TOTAL CHARGES FOR SERVICES	\$ -	\$ 106,000	\$ 6,297	\$ 89,336	1319%	\$ 83,039

CAPITAL OUTLAY

55-50-710 Equipment	\$ -	\$ -	\$ -	\$ -	-	\$ -
55-50-711 Capital Expenditures	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -	-	\$ -

TRANSFERS TO OTHER FUNDS

55-50-920 TRANSFER TO GENERAL FUND	\$ -	\$ -	\$ -	\$ -	-	\$ -
TOTAL EXPENDITURES	\$ -	\$ 106,000	\$ 6,297	\$ 89,336	1319%	\$ 83,039

CAPITAL IMPROVEMENTS FUND

CAPITAL IMPROVEMENTS FUND SUMMARY

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
COMMUNITY ENHANCEMENT	\$ 219,391	\$ 268,031	\$ 268,584	\$ 316,834	18%	\$ 48,250
TRANSPORTATION EXPENDITURES	1,750,652	1,666,511	1,667,801	1,670,801	0%	3,000
ASSIGNED FOR:						
GRAND AVENUE	550,000	2,780,000	2,780,000	4,170,000	50%	1,390,000
OTHER CAPITAL PROJECTS	2,504,383	2,139,980	2,258,215	2,434,125	8%	175,910
TOTAL FUND BALANCES (Beginning)	\$ 5,024,426	\$ 6,854,522	\$ 6,974,600	\$ 8,591,760	23%	\$ 1,617,160
REVENUE						
31-430-45 Capital Improvement Interest	\$ 23,135	\$ 6,000	\$ 6,000	\$ 3,949	-34%	\$ (2,051)
31-430-46 Community Enhancement Interest	1,270	250	250	222	-11%	(28)
31-430-47 Devolution & Transportation Interest	12,790	3,000	3,000	1,170	-61%	(1,830)
31-430-50 Community Enhancement 1	47,923	48,000	48,000	49,440	3%	1,440
31-430-74 Developer Contribution to Grand Ave.	-	360,000	360,000	340,000	0%	(20,000)
31-430-77 Eagle County Contributions	-	150,000	150,000	-	0%	(150,000)
31-430-84 Public Safety Impact Fees	27,112	35,000	35,000	82,304	135%	47,304
31-430-85 Street Impact Fees	39,625	103,000	103,000	7,632	-93%	(95,368)
31-430-86 Use Tax	381,269	464,000	464,000	389,136	-16%	(74,864)
31-430-87 Grants	-	-	200,000	-	-100%	(200,000)
31-437-10 Transfer from General Fund	2,230,000	1,890,000	1,890,000	-	-100%	(1,890,000)
TOTAL REVENUE	\$ 2,763,124	\$ 3,059,250	\$ 3,259,250	\$ 873,853	-73%	\$ (2,385,397)
TOTAL SOURCES	\$ 7,787,550	\$ 9,913,772	\$ 10,233,850	\$ 9,465,613	-8%	\$ (768,237)
EXPENDITURES						
Capital Expenditures	\$ 717,309	\$ 2,181,082	\$ 1,642,090	\$ 2,502,070	52%	\$ 859,980
Transfers to Other Funds	95,641	-	-	-	0%	-
TOTAL EXPENDITURES	\$ 812,950	\$ 2,181,082	\$ 1,642,090	\$ 2,502,070	52%	\$ 859,980
NET SURPLUS (DEFICIT)	\$ 1,950,174	\$ 878,168	\$ 1,617,160	\$(1,628,217)	-201%	\$ (3,245,377)
FUND BALANCES (Ending):						
RESTRICTED FOR:						
COMMUNITY ENHANCEMENT	\$ 268,584	\$ 316,281	\$ 316,834	\$ 366,496	16%	\$ 49,662
TRANSPORTATION EXPENDITURES	1,667,801	1,669,511	1,670,801	1,671,971	0%	1,170
ASSIGNED FOR: CAPITAL PROJECTS:						
GRAND AVENUE	2,780,000	4,170,000	4,170,000	4,170,000	0%	-
OTHER CAPITAL PROJECTS	2,258,215	1,576,898	2,434,125	755,076	-69%	(1,679,049)
TOTAL FUND BALANCES (Ending):	\$ 6,974,600	\$ 7,732,690	\$ 8,591,760	\$ 6,963,543	-19%	\$ (1,628,217)

1 Per Holy Cross 2010 Franchise agreement

DETAIL CAPITAL EXPENDITURES

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
BLDGS, PARKS & OPEN SPACE							
31-51-724	Pool and Ice Capital Improvements Funding	\$ 40,000	\$ 50,000	\$ 50,000	\$ 200,000	300%	\$ 150,000
31-51-730	Town Hall Improvements	43,042	108,125	117,000	503,000	330%	386,000
31-51-745	Town Parks Improvements	-	11,000	11,000	20,000	82%	9,000
31-51-750	Town Shop Improvements	13,197	188,492	178,492	107,700	-40%	(70,792)
31-51-752	Public Art	-	25,000	25,000	25,000	0%	
TOTAL BLDGS, PARKS & OPEN SPACE		\$ 96,239	\$ 382,617	\$ 381,492	\$ 855,700	124%	\$ 474,208
STREETS & RIGHTS-OF-WAY							
31-52-712	R-O-W Improvements	\$ -	\$ 350,000	\$ -	\$ 138,600	-	\$ 138,600
31-52-724	Storm Drain Improvements	-	-	-	-	-	-
31-52-726	CDOT ROW at Gateway Beautification	-	100,000	-	200,000	-	200,000
31-52-737	Traffic Control Improvements	-	85,000	-	89,250	-	89,250
31-52-780	Grand Avenue Improvements	67,212	660,000	260,000	400,000	54%	140,000
TOTAL STREETS & RIGHTS-OF-WAY		\$ 67,212	\$ 1,195,000	\$ 260,000	\$ 827,850	218%	\$ 567,850
EQUIPMENT							
31-54-728	Snow Removal Equipment	\$ -	\$ -	\$ -	\$ -	-	\$ -
31-54-730	Multipurpose Truck	57,621	380,000	380,000	103,000	-73%	(277,000)
31-54-729	Project THOR	231,295	50,000	473,502	50,000	-89%	(423,502)
31-54-780	Mower	6,171	20,000	-	41,200	-	41,200
31-54-795	Loader	117,220	-	-	-	-	-
31-55-715	Police Equipment	24,778	11,869	5,500	25,259	359%	19,759
31-55-724	Patrol Vehicles	116,772	141,596	141,596	290,061	105%	148,465
TOTAL EQUIPMENT		\$ 553,857	\$ 603,465	\$ 1,000,598	\$ 818,520	-18%	\$ (182,078)
CONTINGENCY							
31-51-900	CONTINGENCY	\$ -	\$ -	\$ -	\$ -	-	\$ -
TRANSFERS							
31-51-920	Transfer to General Fund	\$ 95,641	\$ -	\$ -	\$ -	-	-
31-51-950	Transfer to Broadband	\$ -	\$ -	\$ -	\$ -	-	\$ -
TOTAL TRANSFERS		\$ 95,641	\$ -	\$ -	\$ -	-	\$ -
TOTAL EXPENDITURES		\$ 812,950	\$ 2,181,082	\$ 1,642,090	\$ 2,502,070	52%	\$ 859,980

SALES TAX CAPITAL IMPROVEMENTS FUND

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

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	% CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
RESERVE	\$ 161,619	\$ 161,619	\$ 161,619	\$ 161,619	0%	\$ -
CAPITAL IMPROVEMENTS	-	-	-	-	-	-
ASSIGNED FOR CAPITAL PROJECTS/DEBT SERVICE	547,544	879,334	935,126	1,255,253	34%	320,127
TOTAL FUND BALANCES (Beginning)	<u>\$ 709,163</u>	<u>\$ 1,040,953</u>	<u>\$ 1,096,745</u>	<u>\$ 1,416,872</u>	<u>29%</u>	<u>\$ 320,127</u>
REVENUE						
61-431-30 Sales Tax	\$ 743,105	\$ 724,000	\$ 805,000	\$ 853,300	6%	\$ 48,300
61-433-10 Grants	-	-	-	-	-	-
61-436-10 Interest - ColoTrust STCIF	6,350	1,200	959	880	-8%	(79)
61-436-20 Interest - UMB Project Fund	-	-	-	-	-	-
61-436-42 Contributions & Donations	-	-	32,964	-	100%	(32,964)
TOTAL REVENUE	<u>\$ 749,455</u>	<u>\$ 725,200</u>	<u>\$ 838,923</u>	<u>\$ 854,180</u>	<u>2%</u>	<u>\$ 15,257</u>
TOTAL SOURCES	<u>\$ 1,458,618</u>	<u>\$ 1,766,153</u>	<u>\$ 1,935,668</u>	<u>\$ 2,271,052</u>	<u>17%</u>	<u>\$ 335,384</u>
EXPENDITURES						
CHARGES FOR SERVICES						
61-50-372 Meeting Expense	\$ -	\$ -	\$ -	\$ -	-	\$ -
61-50-347 Professional Services	14,624	15,536	15,536	15,536	0%	-
61-50-351 Legal	10,943	15,000	15,000	15,000	0%	-
61-50-354 Engineering	7,952	-	-	-	-	-
61-50-360 R&M Services	-	-	55,820	10,000	-82%	(45,820)
TOTAL CHARGES FOR SERVICES	<u>\$ 33,518</u>	<u>\$ 30,536</u>	<u>\$ 86,356</u>	<u>\$ 40,536</u>	<u>-53%</u>	<u>\$ (45,820)</u>
CAPITAL OUTLAY						
61-50-745 Town Park Improvements	\$ 794	\$ 217,000	\$ -	\$ 100,000	0%	\$ 100,000
61-50-750 Design	863	-	-	-	-	-
61-50-760 Construction	7,461	-	112,000	300,000	168%	188,000
TOTAL CAPITAL OUTLAY	<u>\$ 9,118</u>	<u>\$ 217,000</u>	<u>\$ 112,000</u>	<u>\$ 400,000</u>	<u>257%</u>	<u>\$ 288,000</u>
DEBT SERVICE						
61-50-815 Debt Service	\$ 95,000	\$ 100,000	\$ 100,000	\$ 105,000	5%	\$ 5,000
61-50-816 Debt Service Interest	223,738	219,940	219,940	215,938	-2%	(4,002)
61-50-820 Agent Fees	500	500	500	500	0%	-
TOTAL DEBT SERVICE	<u>\$ 319,238</u>	<u>\$ 320,440</u>	<u>\$ 320,440</u>	<u>\$ 321,438</u>	<u>0%</u>	<u>\$ 998</u>
TOTAL EXPENDITURES	<u>\$ 361,873</u>	<u>\$ 567,976</u>	<u>\$ 518,796</u>	<u>\$ 761,974</u>	<u>47%</u>	<u>\$ 243,178</u>
NET SURPLUS (DEFICIT)	<u>\$ 387,582</u>	<u>\$ 157,224</u>	<u>\$ 320,127</u>	<u>\$ 92,206</u>	<u>-71%</u>	<u>\$ (227,921)</u>
FUND BALANCES (Ending):						
RESTRICTED FOR:						
RESERVE	\$ 161,619	\$ 161,619	\$ 161,619	\$ 161,619	0%	\$ -
CAPITAL IMPROVEMENTS	-	-	-	-	0%	-
ASSIGNED FOR CAPITAL PROJECTS/DEBT SERVICE	935,126	1,036,558	1,255,253	1,347,459	7%	92,206
TOTAL FUND BALANCES (Ending):	<u>\$ 1,096,745</u>	<u>\$ 1,198,177</u>	<u>\$ 1,416,872</u>	<u>\$ 1,509,078</u>	<u>7%</u>	<u>\$ 92,206</u>

CONSERVATION TRUST FUND

CONSERVATION TRUST FUND SUMMARY

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FUND BALANCE	\$ 75,692	\$ 110,117	\$ 112,040	\$ 97,110	-13%	\$ (14,930)
TOTAL FUND BALANCES (Beginning)	\$ 75,692	\$ 110,117	\$ 112,040	\$ 97,110	-13%	\$ (14,930)
REVENUES						
71-430-10 Lottery Proceeds	\$ 35,753	\$ 32,000	\$ 38,000	\$ 36,000	-5%	\$ (2,000)
71-430-20 Interest on Investments	595	300	70	120	71%	50
TOTAL REVENUES	\$ 36,348	\$ 32,300	\$ 38,070	\$ 36,120	-5%	\$ (1,950)
TOTAL SOURCES	\$ 112,040	\$ 142,417	\$ 150,110	\$ 133,230	-11%	\$ (1,950)
EXPENDITURES						
71-50-347 Professional Services	\$ -	\$ 30,000	\$ 53,000	\$ -	-100%	\$ (53,000)
71-50-746 Camping	-	-	-	-	-	-
71-50-750 Park Improvements	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ 30,000	\$ 53,000	\$ -	-100%	\$ (53,000)
NET SURPLUS (DEFICIT)	\$ 36,348	\$ 2,300	\$ (14,930)	\$ 36,120	342%	\$ 51,050
FUND BALANCES (Ending):						
RESTRICTED FUND BALANCE	\$ 112,040	\$ 112,417	\$ 97,110	\$ 133,230	37%	\$ 36,120
TOTAL FUND BALANCE (Ending)	\$ 112,040	\$ 112,417	\$ 97,110	\$ 133,230	37%	\$ 36,120

OPEN SPACE PRESERVATION FUND

OPEN SPACE PRESERVATION FUND SUMMARY

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
COMMITTED FUND BALANCE	\$ 325,989	\$ 294,876	\$ 362,444	\$ 624,976	72%	\$ 262,532
TOTAL FUND BALANCES (Beginning)	\$ 325,989	\$ 294,876	\$ 362,444	\$ 624,976	72%	\$ 262,532
REVENUES						
81-430-10 Lodging Tax	\$ 102,298	\$ 84,000	\$ 190,000	\$ 195,700	3%	\$ 5,700
81-430-15 Penalty & Interest	1,085	-	-	-	-	\$ -
81-430-20 Interest on Investments	2,406	600	250	203	-19%	(47)
81-430-30 Usage Fees	-	-	-	-	-	-
81-431-00 State Grants (GOCO)	-	-	-	-	0%	-
81-433-00 Other Grants	7,662	8,980	10,000	-	0%	(10,000)
81-434-10 Reimbursable Revenue	-	-	-	-	0%	-
81-436-70 Miscellaneous	500	-	-	-	-	-
81-437-31 Transfer from Capital Improvements Fund	-	-	-	-	0%	-
81-437-81 Transfer from Open Space Fund	-	-	-	-	0%	-
81-437-10 Transfer from General Fund	-	150,000	300,000	150,000		(150,000)
TOTAL REVENUES	\$ 113,951	\$ 243,580	\$ 500,250	\$ 345,903	-31%	\$ (154,347)
TOTAL SOURCES	\$ 439,940	\$ 538,456	\$ 862,694	\$ 970,879	13%	\$ 108,185
EXPENDITURES						
Operating Expenses	\$ 67,496	\$ 193,810	\$ 181,391	\$ 260,154	43%	\$ 78,763
Capital Expenditures	10,000	44,960	56,327	131,250	133%	74,923
Transfers-Out	-	-	-	-	0%	-
TOTAL EXPENDITURES	\$ 77,496	\$ 238,770	\$ 237,718	\$ 391,404	65%	\$ 153,686
NET SURPLUS (DEFICIT)	\$ 36,455	\$ 4,810	\$ 262,532	\$ (45,501)	-117%	\$ (308,033)
FUND BALANCES (Ending):						
COMMITTED FUND BALANCE	\$ 362,444	\$ 299,686	\$ 624,976	\$ 579,475	-7%	\$ (45,501)
TOTAL FUND BALANCE (Ending)	\$ 362,444	\$ 299,686	\$ 624,976	\$ 579,475	-7%	\$ (45,501)

SUMMARY OF EXPENDITURES

	ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL	\$ 34,219	\$ 120,233	\$ 116,858	\$ 158,768	36%	\$ 41,910
MATERIALS & SUPPLIES	2,269	10,625	11,581	10,890	-6%	(691)
CHARGES FOR SERVICES	23,722	60,597	50,597	88,070	74%	37,473
DISCRETIONARY FUNDING	5,000	-	-	-	-	-
FIXED CHARGES	2,286	2,355	2,355	2,426	3%	71
CAPITAL EXPENDITURES	10,000	44,960	56,327	131,250	133%	74,923
TOTAL EXPENDITURES	\$ 77,496	\$ 238,770	\$ 237,718	\$ 391,404	65%	\$ 153,686

DETAIL OF EXPENDITURES

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL							
81-50-110	Salaries & Wages	\$ 28,880	\$ 83,326	\$ 83,970	\$ 114,400	36%	\$ 30,430
81-50-120	Overtime	-	-	-	-	0%	-
81-50-125	Bonus	21	863	630	722	15%	92
Employer Contributions							
81-50-141	Unemployment Insurance	89	253	254	345	36%	91
81-50-142	Workmen's Compensation	1,002	2,253	2,306	3,026	31%	720
81-50-143	Health Benefits	533	21,960	18,181	24,315	34%	6,134
81-50-144	F.I.C.A.	2,264	6,441	6,472	8,807	36%	2,335
81-50-145	Retirement	1,430	5,137	5,045	7,153	42%	2,108
TOTAL PERSONNEL		\$ 34,219	\$ 120,233	\$ 116,858	\$ 158,768	36%	\$ 41,910
MATERIALS & SUPPLIES							
81-50-210	Office Supplies	\$ -	\$ 100	\$ 100	\$ 100	0%	\$ -
81-50-225	Uniforms	36	150	150	150	0%	-
81-50-230	Repairs & Maintenance Supplies	1,578	5,000	5,456	5,200	-5%	(256)
81-50-231	Vehicle Repair & Maintenance Supplies	239	1,000	1,000	1,000	0%	-
81-50-232	Gas & Oil	281	800	1,200	1,200	0%	-
81-50-235	Minor Equipment	134	3,575	3,675	3,240	-12%	(435)
TOTAL SUPPLIES		\$ 2,269	\$ 10,625	\$ 11,581	\$ 10,890	-6%	\$ (691)
CHARGES FOR SERVICES							
81-50-310	Communication & Transportation	\$ -	\$ 200	\$ 200	\$ 200	0%	\$ -
81-50-320	Legal Notices	-	-	-	-	-	-
81-50-343	Recruitment	819	-	-	-	-	-
81-50-347	Professional Services	-	-	-	-	-	-
81-50-351	Legal Services	-	500	500	500	0%	-
81-50-352	Auditing Services	-	-	-	-	-	-
81-50-355	Appraisals	-	10,000	-	-	-	-
81-50-359	Grant Writing Services	-	-	-	-	-	-
81-50-360	Repair & Maintenance	1,617	9,800	9,800	8,800	-10%	(1,000)
81-50-361	Trail Repair & Maintenance	9	6,000	6,000	41,500	592%	35,500
81-50-362	Computer Support	807	2,097	2,097	2,970	42%	873
81-50-363	Weed & Pest Control	20,470	21,000	21,000	23,000	10%	2,000
81-50-365	Surveying Services	-	10,000	10,000	10,000	0%	-
81-50-366	Reimbursable Services	-	-	-	-	-	-
81-50-370	Recreation Lease	-	-	-	-	-	-
81-50-371	Travel Expense	-	-	-	100	-	100
81-50-380	Tuition & Books	-	1,000	1,000	1,000	0%	-
81-50-385	Property Taxes & Treasurer Fee	-	-	-	-	-	-
81-50-394	Volunteer Recognition	-	-	-	-	-	-
81-50-395	Contracted Services	-	-	-	-	-	-
81-50-745	Recreation Tourism Enhancements	-	-	-	-	-	-
TOTAL CHARGES FOR SERVICES		\$ 23,722	\$ 60,597	\$ 50,597	\$ 88,070	74%	\$ 37,473
DISCRETIONARY FUNDING							
81-50-915	Community Requests	\$ 5,000	\$ -	\$ -	\$ -	0%	\$ -
TOTAL DISCRETIONARY FUNDING		\$ 5,000	\$ -	\$ -	\$ -	0%	\$ -
FIXED CHARGES							
81-50-510	Insurance	\$ 2,286	\$ 2,355	\$ 2,355	\$ 2,426	3%	\$ 71
TOTAL FIXED CHARGES		\$ 2,286	\$ 2,355	\$ 2,355	\$ 2,426	3%	\$ 71

DETAIL OF EXPENDITURES (continued)

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	\$ CHANGE FROM PY
CAPITAL EXPENDITURES							
81-50-710	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0%	\$ -
81-50-715	Acquisitions	10,000	-	-	-	0%	-
81-50-730	Brush Creek Inventory & Enhancement	-	-	-	10,500	0%	10,500
81-50-747	Trail Construction	-	27,960	17,960	120,750	572%	102,790
81-50-748	Information Center Boat Ramp	-	-	-	-	0%	-
81-50-749	Arroyo Trailhead Bathroom	-	-	-	-	0%	-
81-50-752	Eagle River Planning	-	-	-	-	0%	-
81-50-753	Eagle River Park Improvements	-	-	-	-	0%	-
81-50-755	Swallow Oil Property	-	-	-	-	0%	-
81-50-756	Pool & Ice Campus Improvements	-	17,000	38,367	-	-100%	(38,367)
81-50-757	Campground	-	-	-	-	0%	-
81-50-758	Nature Center	-	-	-	-	0%	-
	TOTAL CAPITAL EXPENDITURES	\$ 10,000	\$ 44,960	\$ 56,327	\$ 131,250	133%	\$ 74,923
CONTINGENCY							
81-50-900	CONTINGENCY	\$ -	\$ -	\$ -	\$ -	0%	\$ -
TRANSFERS							
81-50-940	Transfer to Sales Tax CIF	\$ -	\$ -	\$ -	\$ -	0%	-
81-50-980	Transfer to General Fund	-	-	-	-	0%	-
	TOTAL TRANSFERS	\$ -	\$ -	\$ -	\$ -	0%	\$ -
	TOTAL EXPENDITURES	\$ 77,496	\$ 238,770	\$ 237,718	\$ 391,404	65%	\$ 153,686

Capital Improvement Plan Summary for 2022 - 2026

Department/Fund and Project	2021	2021 Revised	2022	2023	2024	2025	2026	TOTAL
Capital Improvements Fund:								
General Administration								
Town Council Room AV Upgrades	\$ -		\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000
Town Hall Office Renovation	\$ -		\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000
Building Interconnectivity IT Project	\$ -		\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Network overhaul Admin	\$ -		\$ 12,500	\$ -	\$ -	\$ -	\$ -	\$ 12,500
Network overhaul PD	\$ -		\$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ 16,000
Security Cameras	\$ -		\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000
CivicRec Software	12,000	12,000	-	-	-	-	-	-
Civic Plus ATS Software	11,125		-	-	-	-	-	-
General Administration Total	\$ 23,125	\$ 12,000	\$ 328,500	\$ -	\$ -	\$ -	\$ -	\$ 328,500
Marketing and Events								
Total	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streets								
Sylvan Lake Rd and Capitol St. Refuge Island-Flashing Lights	\$ 85,000	\$ -	\$ 89,250	\$ -	\$ -	\$ -	\$ -	\$ 89,250
CDOT ROW at Gateway Beautification	100,000	-	200,000	-	-	-	-	200,000
Grand Avenue Improvements	660,000	260,000	400,000	-	23,152,500	-	-	23,552,500
Street Lights-Market St. LED Conversion	-	-	44,100	-	-	-	-	44,100
Sidewalk/Trail: Pedestrian Trail Bull Pasture - West Side	-	-	-	110,250	-	-	-	110,250
Sylvan Lake Roundabout Crossing – Street Light	-	-	31,500	-	-	-	-	31,500
Grand Avenue and Capitol Street - Street Light	-	-	10,500	-	-	-	-	10,500
Sidewalk/Trail: Chambers Avenue Sidewalk Extension	-	-	52,500	-	-	-	-	52,500
Sidewalk/Trail: Pedestrian Trail Cemetery Connection	-	-	-	253,575	-	-	-	253,575
Nogal Road and Highway 6 Street Light	-	-	-	44,100	-	-	-	44,100
Public Works Bins	-	-	-	110,250	-	-	-	110,250
Public Works Hut	-	-	-	275,625	-	-	-	275,625
Handicap Ramps and Sidewalks "Safe Routes to School"	-	-	-	-	-	145,861	-	145,861
Sidewalk/Trail: Brush Creek Road - Pathway connection.	-	-	-	-	-	243,101	-	243,101
Sidewalk/Trail: Sixth Street between Capitol Street and Town	-	-	-	-	-	243,101	-	243,101
Capitol Street - 6TH TO 7TH PARKING	-	-	-	-	-	-	96,615	96,615
Sidewalk/Trail: Highway 6 sidewalk connection improvements	-	-	-	-	-	-	127,628	127,628
Streets Total	\$ 1,195,000	\$ 260,000	\$ 827,850	\$ 793,800	\$ 23,152,500	\$ 632,063	\$ 224,243	\$ 25,630,456
Buildings & Grounds								
Pool and Ice Capital Improvements Funding	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
Pool and Ice Capital Improvements Debt Service Funding	-	-	150,000	150,000	150,000	150,000	150,000	750,000
Art Mural	25,000	25,000	25,000	-	-	-	-	25,000
Project THOR	473,502	473,502	50,000	50,000	50,000	50,000	50,000	250,000
Network Overhaul - PW	-	-	7,700	-	-	-	-	7,700
Town Park – Remove pea gravel and pour-in-place	11,000	11,000	-	-	-	-	-	-
Town Hall Exterior Wall	40,000	40,000	-	-	-	-	-	-
Studio – Floor	10,000	-	-	10,500	-	-	-	10,500
Town Hall Roof Top Unit	45,000	65,000	-	-	-	-	-	-
Public Works Solar	178,492	178,492	-	-	-	-	-	-
Town Hall Exterior Parking Lot	-	-	21,000	-	-	-	-	21,000
Public Works Expansion design (2022 Build)	-	-	-	441,000	4,630,500	-	-	5,071,500
Public Works Charging Station	-	-	100,000	-	-	-	-	100,000
Town Hall Roof Top Unit	-	-	73,500	-	-	-	-	73,500
Pavilion Solar	-	-	-	55,125	-	-	-	55,125
Town Hall Charging Station	-	-	100,000	-	-	-	-	100,000
Town Hall Solar	-	-	-	110,250	-	-	-	110,250
Recycle Drop-off Center Paving	-	-	-	-	63,669	-	-	63,669
Information Center Solar	-	-	-	-	-	46,305	-	46,305
Town Park Solar	-	-	-	-	-	34,729	-	34,729
Studio Solar	-	-	-	-	-	48,620	-	48,620
Irrigation Intake Improvements	-	-	-	-	-	121,551	-	121,551
Visitor Center & Bathrooms	-	-	-	-	-	-	638,141	638,141
Building & Grounds Total	\$ 832,994	\$ 842,994	\$ 577,200	\$ 866,875	\$ 4,944,169	\$ 501,205	\$ 888,141	\$ 7,777,590

Capital Improvement Plan Summary for 2022 - 2026

Department/Fund and Project	2021	2021 Revised	2022	2023	2024	2025	2026	TOTAL
Public Safety								
Radar Feedback Signage	-	-	-	-	12,123	-	-	12,123
Axon Body Camera Technology	6,369	-	-	-	-	-	-	-
Meraki 24-Port POE Switch	5,500	5,500	-	-	-	-	-	-
Server Replacement Schedule	-	-	6,000	-	-	-	-	6,000
Patrol Room Upgrades	-	-	14,000	-	-	-	-	14,000
Interstate 6X10 Victory Cargo from Trailer Plus	-	-	5,259	-	-	-	-	5,259
License Plate Reader	-	-	-	19,214	-	-	-	19,214
Public Safety Total	\$ 11,869	\$ 5,500	\$ 25,259	\$ 19,214	\$ 12,123	\$ -	\$ -	\$ 56,596
Total Capital Improvements Fund	\$ 2,062,988	\$ 1,120,494	\$ 1,758,809	\$ 1,679,889	\$ 28,108,792	\$ 1,133,268	\$ 1,112,384	\$ 33,793,142
General Fund - Streets								
Street Resurfacing - Chambers Avenue (from Sawatch to Sawatch), Marmot Lane, Loren Lane, Pond Road and Eby Creek Road near Pond Road.	-	-	650,000	-	-	-	-	\$ 650,000
Street Resurfacing - Newquist, Horton, Seabry, Pat's Circle, Deep Eddy Cove, and Ouzel Lane	-	-	-	700,000	-	-	-	\$ 700,000
Street Resurfacing - West Eagle (Castle Drive, King Road, and Prince Alley)	-	-	-	-	735,000	-	-	\$ 735,000
Grand Avenue Improvements (update pavement management plan in 2025)	-	-	-	-	-	771,750	-	\$ 771,750
Sylvan Lake Road - Part 2	-	-	-	-	-	-	810,338	\$ 810,338
General Fund - Streets Total	\$ 600,000	\$ 350,000	\$ 650,000	\$ 700,000	\$ 735,000	\$ 771,750	\$ 810,338	\$ 3,667,088
Fleet								
Patrol Vehicle - (Public Safety)	\$ 141,596	\$ 141,596	\$ 290,061	\$ 158,657	\$ 182,717	\$ 192,020	\$ 203,304	\$ 1,026,759
Administrative Police Vehicle - (Public Safety) - Chief	-	-	-	56,575	-	-	-	56,575
Street Sweeper - (Streets)	-	-	309,000	-	-	-	-	309,000
Bobcat Multi-tool #1 (Streets)	-	-	-	-	-	135,061	-	135,061
International 7400 SFA 4X2 (Streets)	235,000	235,000	-	-	-	-	-	-
Air Compressor Trailer/185 Atlas (Streets)	-	-	-	-	-	33,765	-	33,765
PJ Utility Trailer - 2016 (B&G)	-	-	-	10,609	-	-	-	10,609
Ford F-350 Flat Bed / Plow (B&G)	45,000	45,000	-	-	-	-	-	-
Ford F-350 Flat Bed /Weed Sprayer (B&G)	50,000	50,000	-	-	-	-	-	-
Ford F-250 (B&G)	50,000	50,000	-	-	-	-	-	-
Ford F-250 (B&G)	-	-	51,500	-	-	-	-	51,500
Ford F-150 Crew Cab (Engineering)	-	-	51,500	-	-	-	-	51,500
Ford F-350 (B&G)	-	-	-	53,045	-	-	-	53,045
Ford F-350 Plow/Sander (WW)	-	-	-	63,654	-	-	-	63,654
Ford F-350 Service Bed (Streets)	-	-	-	-	65,564	-	-	65,564
Ford F-150 Extended Cab (Engineering)	-	-	-	-	43,709	-	-	43,709
Ford F-250 Super Duty (Water)	-	-	-	-	-	56,275	-	56,275
Ford F-550 Hook Truck (Streets)	-	-	-	-	-	67,531	-	67,531
Ford F-150 (WW)	-	-	-	-	-	-	46,371	46,371
Ford F-150 (Water)	-	-	-	-	-	-	46,371	46,371
Ford F-150 (Water)	-	-	36,050	-	-	-	-	36,050
John Deere 1435 Mower/Broom (B&G)	-	-	-	42,436	-	-	-	42,436
John Deere X740 A (B&G)	-	-	-	-	-	-	-	-
John Deere X740 Mower (B&G)	-	-	-	-	-	-	-	-
John Deere 301- A Tractor (B&G)	-	-	-	63,654	-	-	-	63,654
Ventrac 3400 (B&G)	-	-	-	-	-	-	-	-
Toro Z Master (B&G)	20,000	-	20,600	-	-	-	-	20,600
Toro Z Master (B&G)	-	-	20,600	-	-	-	-	20,600
Jeep Wrangler - 2007 (Open Space)	-	-	-	37,132	-	-	-	37,132
Ford F-350 Flat Bed - 1999 (Marketing & Events)	-	-	-	-	-	-	40,575	40,575
Jeep Patriot (Community Development)	-	-	-	-	38,245	-	-	38,245
Fleet Total	\$ 541,596	\$ 521,596	\$ 779,311	\$ 485,762	\$ 330,235	\$ 484,652	\$ 336,621	\$ 2,416,581

Capital Improvement Plan Summary for 2022 - 2026

Department/Fund and Project	2021	2021 Revised	2022	2023	2024	2025	2026	TOTAL
Water Fund								
Cemetery Tank	2,200,000	228,000	3,675,000	-	-	-	-	3,675,000
Water Line: Downtown Distribution: Capitol Street: 2nd to 5th Street & Fourth Street: Broadway to Capitol	932,533	80,000	895,160	-	-	-	-	895,160
UBWTP - Valve replacement	75,000	-	78,750	-	-	-	-	78,750
Communication Tower - Cemetery Tank x2	100,000	-	105,000	-	-	-	-	105,000
Communication Tower - Upper Kaibab & additional site	100,000	-	105,000	-	-	-	-	105,000
Water Line: Howard Street Water Main: 2nd Street to 6th Street	100,000	100,000	1,090,935	-	-	-	-	1,090,935
IT Network Overhaul - Water	-	-	7,000	-	-	-	-	7,000
Eby Creek PRV	40,000	-	-	42,000	622,913	-	-	664,913
Fairgrounds Water Main Loop	200,000	-	-	210,000	2,628,579	-	-	2,838,579
Xeriscape Opportunities	-	-	-	15,460	-	-	-	15,460
Disaster Plan - Pump & Hose for LBWTP	-	-	10,000	-	-	-	-	10,000
Fencing for Water Properties	75,000	75,000	78,750	82,688	86,822	-	-	248,260
Brush Creek Transmission Main Replacement - Ouzel to Sylvan Lake Road	-	-	78,750	1,102,500	-	-	-	1,181,250
UBWTP: New Fluoride system	-	-	15,750	-	-	-	-	15,750
Highlands Pump Station drain	-	-	-	33,075	-	-	-	33,075
Eagle Ranch Filing 26: Water Flush Station / Prv Main Extension / Water Tank mixing (PAX)	-	-	-	82,688	-	-	-	82,688
Micro Hydro in water system	-	-	-	220,500	-	-	-	220,500
Water Line: Brooks Lane Water Main	-	-	-	55,125	324,135	-	-	379,260
Lower Eby Creek Tank: Pump Station, Yard Piping, & Fire Hydrants	-	-	-	55,125	460,018	-	-	515,143
Water Line: Downtown Distribution: Fourth Street: Wall St. to Washington St.	-	-	-	55,125	202,584	-	-	257,709
UBWTP - 3 Filter Trains	-	-	-	-	3,879,563	-	-	3,879,563
Grand Avenue Water Infrastructure Improvements	-	-	-	-	-	2,431,013	-	2,431,013
I-70 Water Main Loop	-	-	-	-	-	2,066,361	-	2,066,361
Water Line: Brush Creek Transmission Main Replacement - Phase III	-	-	-	-	-	-	1,867,142	1,867,142
Water Fund Total	\$ 5,102,533	\$ 3,546,990	\$ 6,140,095	\$ 1,954,286	\$ 8,204,614	\$ 4,497,374	\$ 1,867,142	\$ 22,663,511
Waste Water Fund								
Main Under Eagle River from Fairgrounds	25,000	-	-	220,500	2,315,250	-	-	2,535,750
Howard Street Sanitary Sewer Main, 4th Street to 5th Street & 5th Street south	50,000	50,000	467,386	-	-	-	-	467,386
Energy Navigator	-	-	26,250	-	-	-	-	26,250
Backlot Line Improvements	-	-	210,000	-	-	-	-	210,000
Brush Creek Rd Sanitary Sewer Collection System: Phase 1	-	-	157,500	1,653,750	-	-	-	1,811,250
IT Network Overhaul - Water	-	-	7,000	-	-	-	-	7,000
WWTP: Clarifier piping and valving	-	-	-	110,250	-	-	-	110,250
Sanitary Sewer Piers across Eagle River	-	-	-	220,500	2,315,250	-	-	2,535,750
Brush Creek Road Sanitary Sewer Collection System: Phase 2	-	-	-	-	115,763	1,215,506	-	1,331,269
Grand Avenue Wastewater Infrastructure Improvements	-	-	-	-	144,703	1,519,383	-	1,664,086
Headworks Replacement Equipment	-	-	-	-	-	-	546,371	546,371
Waste Water Fund Total	\$ 235,000	\$ 210,000	\$ 868,136	\$ 2,205,000	\$ 4,890,966	\$ 2,734,889	\$ 546,371	\$ 11,245,362
Stormwater Fund								
Third Street Storm Drain	\$ -	\$ -	\$ -	\$ 210,000	\$ -	\$ -	\$ -	210,000
Town Park - Drainage, parking improvements	-	-	-	-	231,525	-	-	231,525
Bluffs Water Quality Outfall @ Eagle River	-	-	-	-	-	303,877	-	303,877
Grand Avenue Stormwater Infrastructure Improvements	-	-	-	-	-	-	1,276,282	1,276,282
Stormwater Fund Total	\$ -	\$ -	\$ -	\$ 210,000	\$ 231,525	\$ 303,877	\$ 1,276,282	\$ 2,021,684

Capital Improvement Plan Summary for 2022 - 2026

Department/Fund and Project	2021	2021 Revised	2022	2023	2024	2025	2026	TOTAL
Sales Tax Capital Improvement Fund								
Eagle River Water Park - Rapid Blocs	35,000	30,000	80,000	40,000	40,000	15,000	-	175,000
Brush Creek Park - Playground Equipment	100,000	-	100,000	500,000	-	-	-	600,000
Eagle River Water Park - Wood Fire Pits	-	-	20,000	-	-	-	-	20,000
Eagle River Water Park - Pavilion	-	-	200,000	-	-	-	-	200,000
Eagle River Water Park - Climbing Wall	-	-	-	350,000	-	-	-	350,000
Eagle River Water Park - Park Lighting	-	-	-	90,000	-	-	-	90,000
Eagle River Water Park - Slalom Gates	-	-	-	90,000	-	-	-	90,000
Eagle River Water Park - Public Art	-	-	-	40,000	-	-	-	40,000
Dog Park Improvements	-	-	-	45,000	-	-	-	45,000
Eagle River Water Park - Chambers Park Path Connection	-	-	-	-	350,000	-	-	350,000
Eagle River Water Park - Downtown Bridge	-	-	-	-	1,000,000	-	-	1,000,000
Eagle River Water Park - Shower Tower	-	-	-	-	-	100,000	-	100,000
Whiting Park - Pour-in-Place	-	-	-	-	-	100,000	-	100,000
Skateboard Park	-	-	-	-	-	500,000	-	500,000
Brush Creek Valley Ranch Improvements: Paved Recreation Path along Brush Creek Road	-	-	-	-	-	40,000	-	40,000
Terrace Park - Playground	-	-	-	-	-	-	300,000	300,000
Sales Tax Capital Improvement Fund Total	\$ 217,000	\$ 112,000	\$ 400,000	\$ 1,155,000	\$ 1,390,000	\$ 755,000	\$ 300,000	\$ 4,000,000
Conservation Trust Fund								
Conservation Trust Fund Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Open Space Fund								
Children's Fishing Pond Improvements - Contribution Only	-	-	10,500	-	-	-	-	10,500
Soft Path Trail Construction - East Eagle SRMA - Phase 1	-	-	15,750	-	-	-	-	15,750
Trailhead Kiosk replacements	-	-	105,000	-	-	-	-	105,000
Hardscrabble Mountain SRMA Trail Reroutes	-	-	-	16,538	-	-	-	16,538
Soft Path Trail Construction - East Eagle SRMA - Phase 2	-	-	-	22,050	-	-	-	22,050
Irrigation for the Haymaker Trail Descent	-	-	-	11,025	-	-	-	11,025
Riparian Habitat & Streambank Improvements on Brush Creek Phase 1	-	-	-	-	57,881	-	-	57,881
Bike Park Improvements/Dirt Jumps	-	-	-	-	173,644	-	-	173,644
Soft Path Trail Construction - East Eagle SRMA - Phase 3	-	-	-	-	-	36,465	-	36,465
Haymaker Trailhead Master Plan Implementation	-	-	-	-	-	60,775	-	60,775
Boat Ramp on Red Mountain Ranch	-	-	-	-	-	-	319,070	319,070
Open Space Total	\$ 44,960	\$ 56,327	\$ 131,250	\$ 49,613	\$ 231,525	\$ 97,240	\$ 319,070	\$ 828,698
Grand Total	\$ 8,804,077	\$ 5,917,407	\$ 10,727,601	\$ 8,439,550	\$ 44,122,657	\$ 10,778,050	\$ 6,568,208	\$ 80,636,066

Capital Improvement Plan Summary for 2022 - 2026

Department/Fund and Project	2022	2023	2024	2025	2026	TOTAL
Sales Tax Capital Improvement Fund						
Eagle River Water Park - Rapid Blocs	80,000	40,000	40,000	15,000	-	175,000
Brush Creek Park - Playground Equipment	100,000	500,000	-	-	-	600,000
Eagle River Water Park - Wood Fire Pits	20,000	-	-	-	-	20,000
Eagle River Water Park - Pavilion	-	165,000	-	-	-	165,000
Eagle River Water Park - Climbing Wall	-	350,000	-	-	-	350,000
Eagle River Water Park - Park Lighting	-	90,000	-	-	-	90,000
Eagle River Water Park - Slalom Gates	-	90,000	-	-	-	90,000
Eagle River Water Park - Public Art	-	40,000	-	-	-	40,000
Dog Park Improvements	-	45,000	-	-	-	45,000
Eagle River Water Park - Chambers Park Path Connection	-	-	350,000	-	-	350,000
Eagle River Water Park - Downtown Bridge	-	-	1,000,000	-	-	1,000,000
Eagle River Water Park - Shower Tower	-	-	-	100,000	-	100,000
Whiting Park - Pour-in-Place	-	-	-	100,000	-	100,000
Skateboard Park	-	-	-	500,000	-	500,000
Brush Creek Valley Ranch Improvements: Paved Recreation Path along Brush Creek Road	-	-	-	40,000	-	40,000
Terrace Park - Playground	-	-	-	-	300,000	300,000
Sales Tax Capital Improvement Fund Total	\$ 200,000	\$ 1,320,000	\$ 1,390,000	\$ 755,000	\$ 300,000	\$ 3,965,000