Town Council
AMENDED AGENDA
Tuesday, October 26, 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 jenny.rakow@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 - 6:05 PM *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 - 6:10 PM *Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes if prior arrangements are made with the Town Clerk.*

1. Eagle Police Department, Lifesaving Award

CONSENT AGENDA - 6:25 PM *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 October 12, 2021

2. Resolution No. 74, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Granting a Non-Exclusive Utility Easement to Black Hills Energy for Relocation of Two Gas Lines for the Reserve at Hockett Gulch Development"

STAFF REPORTS - 6:30 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update

LIQUOR LICENSE AUTHORITY - 6:40 PM

1. PUBLIC HEARING: Mauka Poke Bar LLC dba Mauka Poke Bar - New Beer & Wine Liquor License

BUSINESS ITEMS - 6:45 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. Municipal Broadband Project Update
2. LBWTP Change Order No. 13 and 14
3. Brush Creek Management Plan Discussion
4. Resolution 72, Series 2021, “A Resolution of the Town Council of the Town of Eagle, Ratifying the Planning and Zoning Commission’s Adoption of the 2021 Amendment to the Elevate Eagle Comprehensive Plan”
5. Resolution 73, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado to Ratify the Adopted East Eagle Sub Area Plan (EESAP)"
6. 2022 Proposed Budget Review and Discussion
7. Eagle River Park Conveyance and Annexation Request Letter

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 8:45 PM

1. Future Agenda Items
2. Council Committee Updates

EXECUTIVE SESSION - 8:55 PM

1. Executive Sessions 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 - 9:30 PM

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

To: Mayor and Town Council

From: Joey Staufer, Chief of Police

Date: October 26, 2021

Agenda Item: Award presentation to Officer Calan Stahl

Lifesaving Award

During the evening hours on September 4, 2021, Vail Dispatch aired an urgent medical call for service regarding a patient at the Eagle River Center event venue who was unconscious, not breathing and possibly suffering from a narcotic overdose. Although the event venue was just outside incorporated Eagle, Officer Callan Stahl recognized the critical urgency and immediately responded to the venue.

Officer Stahl arrived to the venue within three minutes of the 911 call. Upon arrival, Officer Stahl observed several witnesses holding the teenage patient. Officer Stahl found the patient in need of critical medical care, as the patient was not breathing, unresponsive and pale in color.

As Officer Stahl assessed critical care needs, he quickly began soliciting information from those surrounding the patient. From his training and experience, in addition to information provided to him from bystanders, Officer Stahl determined that the patient was likely suffering from a drug overdose.

Officer Stahl immediately administered Naloxone HCl, an emergency treatment known to counteract the life-threatening effects of an opioid overdose. Officer Stahl solicited assistance from bystanders to place the patient in a recovery position, while assessing the need for additional critical care. Within seconds of administering Naloxone HCl, the patient became conscious and responsive to Officer Stahl's care. Medical professionals began arriving to the scene, shortly after the patient regained consciousness.

Officer Stahl did not hesitate to respond to this urgent and critical life emergency call for service. Although the emergency took place just outside Town limits, Officer Stahl recognized the urgency and realized he was the closest available first responder. He responded to the emergency safely, with urgency and quickly ran to the patient upon his arrival to the parking area.

Officer Stahl found the patient unresponsive, pale and lifeless. He followed proper training standards and began life-saving efforts. He continued life-saving efforts until relieved by medial staff. Officer Stahl remained on scene and began to assist deputies with the Eagle County Sheriff's Office, as additional calls for service began to occur at the event venue, to include multiple fights, while medical staff attended to the patient.

The first responders to this incident worked diligently and thoughtfully as a team, while prioritizing lifesaving initiatives during this medical emergency. These first responders demonstrated tact and tenacity in the execution of their duties. The systematic approach to lifesaving measures and teamwork initiated by these first responders ultimately resulted in saving the life of this patient.

Officer Stahl's response, intervention and care resulted in the patient regaining the ability to breathe. Officer Stahl is hereby presented with the Town of Eagle Police Department's Lifesaving Award.

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

CALL TO ORDER

Mayor Turnipseed called the meeting to order at 6:00 PM.

ROLL CALL

COUNCILMEMBERS PRESENT

Janet Bartnik, Ellen Bodenhemier,
Mikel Kerst, Scott Turnipseed, David Gaboury,
Geoffrey Grimmer (via Zoom)

COUNCILMEMBERS ABSENT

None

STAFF PRESENT

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Kelly Huitt, Finance Director/Treasurer
Chad Phillips, Com Dev Director/Town Planner
Tom Gosiorowski, Public Works Director
Dennis Wike, Town Engineer
Carrie Buhlman, Operations Sergeant
Peyton Heitzman, Planner I
Nikki Davis, Administrative Tech II

ADOPTION OF AGENDA

There were no changes to the agenda.

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

PUBLIC COMMENT

Mayor Turnipseed opened Public Comment for items not on tonight's agenda.

Juan Pena, Gypsum, CO – Mr. Pena is a candidate for the upcoming Eagle County Schools' Board of Education election. Mr. Pena expressed his support for the Haymeadow application and increasing housing options in Eagle County.

Public Comment closed at 6:08 PM.

CONSENT AGENDA

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

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

1. Town Manager Update

   Town Manager Reitter highlighted key topics from the Town Manager Update. First, she invited Council to attend the New Councilmembers orientation on October 14th. Next, Town Manager Reitter extended her congratulations to Chief Joe Staufer on a recently received Excellence Award. Lastly, a new Broadband update will be provided to the Council soon.

2. Department Update

   Mayor Turnipseed asked Mr. Phillips to expand on the stakeholder group for the 2021 Building Code Update and if their department can begin public outreach to increase participation.

BUSINESS ITEMS

1. Public Hearing: PUDA21-02 Haymeadow PUD Amendment

   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"

   Mr. Phillips presented this file. Representatives of the project were Rick Pylman, Scott Schlosser, Jens Werner, Gary Brooks, and Brandon Cohen (via Zoom). After deliberation with the Haymeadow representatives, Council decided to continue the application until November 9th. Councilmember Janet Bartnik commented that there is a distinction between the Haymaker Trailhead Master Plan and Mountain Recreation (the organization managing the indoor facilities).

   Public Comment

   Public Comment opened at 7:15 PM.

   Stefan Maynart, Gypsum, CO – In support of the project.

Robert Crawford, Avon, CO – In support of the project.

Chris Romer, 97 Main Street, Ste. E-201, Edwards, CO – In support of the project.

Mike Claymon, 116 Soleil Circle – Opposed to the project.

Ryan May, 2037 Brush Creek Road – In support of the project.

Peter Danforth & Amy Gornikiewicz, 106 Soleil Circle – Opposed to the project.

Public comment closed at 7:28 PM.

MOTION: Councilmember Mikel Kerst motioned to continue PUDA21-02 Haymeadow PUD Amendment until November 9, 2021. The motion was seconded and passed with a vote of 6 in favor (Grimmer, Bodenhemier, Kerst, Turnipseed, Gaboury, Bartnik) and 0 opposed.

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"

   MOTION: Councilmember Ellen Bodenhemier motioned to approve Resolution No. 69, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving The Colorado Opioids Settlement Memorandum of Understanding and the Associated Colorado Subdivision Escrow Agreement and Subdivision Participation Forms". The motion was seconded and passed with a vote of 6 in favor (Grimmer, Bodenhemier, Kerst, Turnipseed, Gaboury, Bartnik) and 0 opposed.

3. 2022 Proposed Budget Presentation

   Council agreed to continue the budget discussion to November 9, 2021, and December 14, 2021.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Council Committee Updates
   Councilmember Ellen Bodenhemier commented that Brian Woodrich from Colorado Parks and Wildlife (CPW) attended the last Open Space & Recreation Advisory Committee (OSRAC) meeting. He wanted to discuss how Haymaker Trail is the only trail in Town open space without a winter-wildlife closure schedule. He strongly suggested that the Town reassess this and the impacts it is having on wildlife migration patterns. Councilmember Bodenhemier suggests this discussion undergo the public process.

   Councilmember Janet Bartnik commented that the Grand Avenue Corridor Progress Meeting seemed well-received and that it is a bold vision.

2. Future Agenda Items

EXECUTIVE SESSION

1. Executive Sessions 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.

MOTION: Mayor Scott Turnipseed motioned to move to 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. The motion was seconded and passed with a vote of 6 in favor (Grimmer, Bodenhemier, Kerst, Turnipseed, Gaboury, Bartnik) and 0 opposed.

ADJOURN - 9:00 PM

MOTION: Mayor Scott Turnipseed motioned to Adjourn. The motion was seconded and passed with a vote of 6 in favor (Grimmer, Bodenhemier, Kerst, Turnipseed, Gaboury, Bartnik) and 0 opposed.

Approved:
Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk

To: Mayor and Town Council

From: Dennis Wike, Town Engineer

Date: October 26, 2021

Agenda Item: Resolution No. 74, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Granting a Non-Exclusive Utility Easement to Black Hills Energy for Relocation of Two Gas Lines for the Reserve at Hockett Gulch Development"

REQUEST:

Staff requests that the Town Council review a resolution granting a non-exclusive utility easement through an Open Space Parcel along Sylvan Lake Road to Black Hills Energy for relocation of two gas lines for the Reserve at Hockett Gulch Development.

INTRODUCTION:

In August of 2019, the Town of Eagle approved the annexation and Planned Unit Development (PUD) for Reserve at Hockett Gulch, a 29.65 acre parcel located west of Sylvan Lake Road and south of Grand Avenue. The Reserve at Hockett Gulch PUD allows for a maximum of 500 dwelling units and is proposing 400 units in the first two phases. Forty-five percent of the units are required to be deed restricted to the local workforce with priority given to businesses located within the Town of Eagle.

The owner, Epoch GCH Hockett Gulch Holdings LLC, has requested Black Hills Energy to relocate two existing underground natural gas lines that bisect the 29.65 acre parcel as approved in the 2019 PUD. Most of the relocation of the two natural gas lines occurs on the 29.65 acre Reserve at Hockett Gulch tract. Approximately 160 feet of the relocated natural gas pipeline will occur on The Town of Eagle Tract OS1, Eagle Ranch Filing 3 as depicted on Exhibit A of the Utility Easement Agreement. Our TOE Counsel advised Public Works that the existing Franchise Agreement with Black Hills Energy does not allow Black Hills to install their pipelines & facilities in TOE Open Space but would require the granting of an Utility Easement across the Open Space tract and BHE's equipment will need to be located in this new easement. We are asking the Town Council to execute the attached non-exclusive Utility Easement Agreement. Matt Mire, the Town Attorney, can address this agenda item and will answer any questions by the Town Council.

ANALYSIS:

Utility Easement Agreement Provisions

- Our TOE Counsel advised Public Works that the existing Franchise Agreement with Black Hills Energy does not allow Black Hills to install their pipelines & facilities in TOE Open Space but would require the granting of an Utility Easement across the Open Space tract and BHE's equipment will need to be located in this new easement.
- The attached Utility Agreement was drafted by TOE Counsel to grant a non-exclusive easement over the Open Space to complete TOE approval of the relocation under the Reserve at Hockett Gulch.

COMMUNITY INPUT:

Staff has not received any community comment regarding the Utility Easement Agreement. Comments were received and addressed in the Reserve at Hockett Gulch PUD.

BUDGET / STAFF IMPACT:

There is no impact on the budget and staff associated with this agenda item.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

This proposal does not align with any standards as it is an administrative request made by Black Hills Energy.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve or deny the adoption of Resolution No. 74, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Granting a Non-Exclusive Utility Easement to Black Hills Energy for Relocation of Two Gas Lines for the Reserve at Hockett Gulch Development"

ATTACHMENTS:

- Resolution No. 74, Series 2021
- Utility Easement Agreement

UTILITY EASEMENT AGREEMENT

This UTILITY EASEMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2021 (the "Effective Date"), by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and Black Hills Colorado Gas, Inc., d/b/a Black Hills Energy, a Colorado corporation with an address of 1900 West Littleton Boulevard, Littleton, CO 80120 ("Grantee") (each a "Party" and collectively the "Parties").

WHEREAS, the Town owns the real property more particularly described in **Exhibit A** (the "Easement Property");

WHEREAS, Grantee desires to acquire an easement for the purpose of the relocation, operation, and maintenance of natural gas pipelines and appurtenant utility facilities on, over, across and under the Town's property more particularly described and as depicted in **Exhibit A**, attached hereto and incorporated herein by this reference (collectively the "Facilities"); and

WHEREAS, for this purpose, the Town is willing to convey a utility easement to Grantee, which allows Grantee to install, operate, use, repair, and maintain the Facilities upon and beneath the surface of the Easement Property.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained here, the Town and Grantee mutually agree as follows:

1. Grant of Easement.

a. The Town hereby grants to Grantee, its successors and assigns, lessees, licensees, and agents, a permanent, perpetual, non-exclusive easement (the "Easement") to enter, re-enter, occupy and use the Easement Property to install, reconstruct, use, operate, maintain, repair, patrol, replace, enlarge and remove the Facilities in, through, over, across, under and above the Easement Property.

b. Grantee and its employees, agents, contractors, representatives, successors, and assigns shall have and exercise the right of ingress and egress in, to, through, over, under, above and across the Easement Property for access to perform construction, reconstruction, operation, installation, use, maintenance, repair, replacement, upkeep, monitoring, and removal of the Facilities.

2. Non-exclusive Use. Grantee agrees, that other utilities and facilities may be installed in the Easement Property so long as such utilities do not interfere with Grantee's rights as herein granted or use of the Easement and Easement Property. All surface and subsurface uses of the Easement Property must be approved in writing by the Town prior to installation.

3. No Interference. The Town shall not construct or place any structure or building, shrub, tree, woody plant or nursery stock, whether temporary or permanent, of any kind or nature on the Easement Property that will interfere with or obstruct the Easement granted herein.

4. Retained Rights. The Town shall have all rights to the Easement Property not granted hereby.

5. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of the Town, and its successors and assigns, as follows:

a. Grantee shall cause any of the Easement Property, including landscaping and fences, which is disturbed by Grantee during Grantee's activities on the Easement Property to be returned to its original condition, or as near thereto as may be reasonably accomplished, all at the expense of Grantee or its contractors or agents.

b. Grantee shall protect the Easement Property, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

c. Grantee shall be solely responsible for maintenance of the Facilities.

6. Warranty. The Town warrants that it has the full right and legal authority to make the grant of Easement contained in this Agreement.

7. Relocation. Grantee hereby agrees that, should the Town determine that the installed natural gas pipelines and appurtenant facilities require relocation to accommodate a public project, Grantee shall relocate, at its own cost, the pipelines, and appurtenant facilities within 30 days of written notice from the Town.

8. Indemnification. Grantee agrees to indemnify and hold harmless the Town, its officers, employees, insurers, and insurer, harmless from and against all liability, claims, and demands, on account of any injury, loss, damage, costs or expenses (including without limitation reasonable attorney fees and court costs), or any other loss of any kind whatsoever which arise out of or result from Grantee's use of the Easement Property, or any act, omission, condition, or other matter related to or occurring on or about the Easement Property under this Agreement.

9. Recordation. Except as otherwise expressly provided herein, all provisions of this Agreement, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. Grantee shall record this Agreement in timely fashion in the official records of Eagle County and may re-record it at any time as may be required to preserve its rights in this Agreement.

10. No Merger. It is the express intent of the Parties that the doctrine of merger shall not apply to this Agreement and there will be no merger of estate between the Easement and the Easement Property or the Property.

11. Miscellaneous.

a. *Governing Law and Venue*. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

b. *Integration*. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

c. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

d. *Third Parties*. There are no intended third-party beneficiaries to this Agreement.

e. *Notice*. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

f. *Severability*. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification*. This Agreement may only be modified upon written agreement of the Parties.

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

i. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt, or liability beyond the current fiscal year.

j. *Force Majeure*. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake, or perform any of the duties under this Agreement due to

acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF EAGLE

_____
Scott Turnipseed, Mayor

ATTEST:

_____
Jenny Rakow, Town Clerk

GRANTEE

_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ___ day of _____, 2021, by _____ as the _____ of _____.

My commission expires:

(SEAL)

_____
Notary Public

EXHIBIT A

PIPELINE EASEMENT DESCRIPTION

TRACT OS1, EAGLE RANCH FILING 3
SECTION 5, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M.
COUNTY OF EAGLE, STATE OF COLORADO

30' PIPELINE EASEMENT

A 30' WIDE STRIP OF LAND SITUATED IN TRACT OS1, EAGLE RANCH FILING 3 ACCORDING TO THE FINAL PLAT THEREOF RECORDED DECEMBER 16, 1999 AS RECEPTION NO. 718009, ALL IN SECTION 5, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, LYING FIFTEEN (15) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT A POINT ON THE WESTERLY PROPERTY LINE OF SAID TRACT OS1 WHENCE A FOUND NO.5 REBAR AND 1-1/2" ALUMINUM CAP LS23089 BEARS S03°27'58"W A DISTANCE OF 192.20 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID WESTERLY PROPERTY LINE ALONG SAID CENTERLINE THE FOLLOWING TWO (2) COURSES;
1.) S69°12'03"W A DISTANCE OF 92.35 FEET;
2.) THENCE N63°06'12"E A DISTANCE OF 70.98 FEET TO THE POINT OF TERMINUS ON THE EASTERLY PROPERTY LINE OF SAID TRACT OS1 WHENCE ANGLE POINT NO.6 OF TRACT 49 (A FOUND 2-1/2" ALUMINUM CAP LS23089) BEARS S38°15'40"W A DISTANCE OF 261.95 FEET.

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE TRIMMED OR EXTENDED AT THE EASTERLY AND WESTERLY PROPERTY LINES OF SAID TRACT OS1.

SAID STRIP OF LAND CONTAINS 4,902 SQ. FT OR 0.113 ACRES MORE OR LESS.

TRUE NORTH
COLORADO
A LAND SURVEYING AND MAPPING COMPANY

BLACK HILLS ENERGY
TOWN OF EAGLE
TRACT OS1, EAGLE RANCH FILING 3, SECTION 5,
TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M.
COUNTY OF EAGLE, STATE OF COLORADO

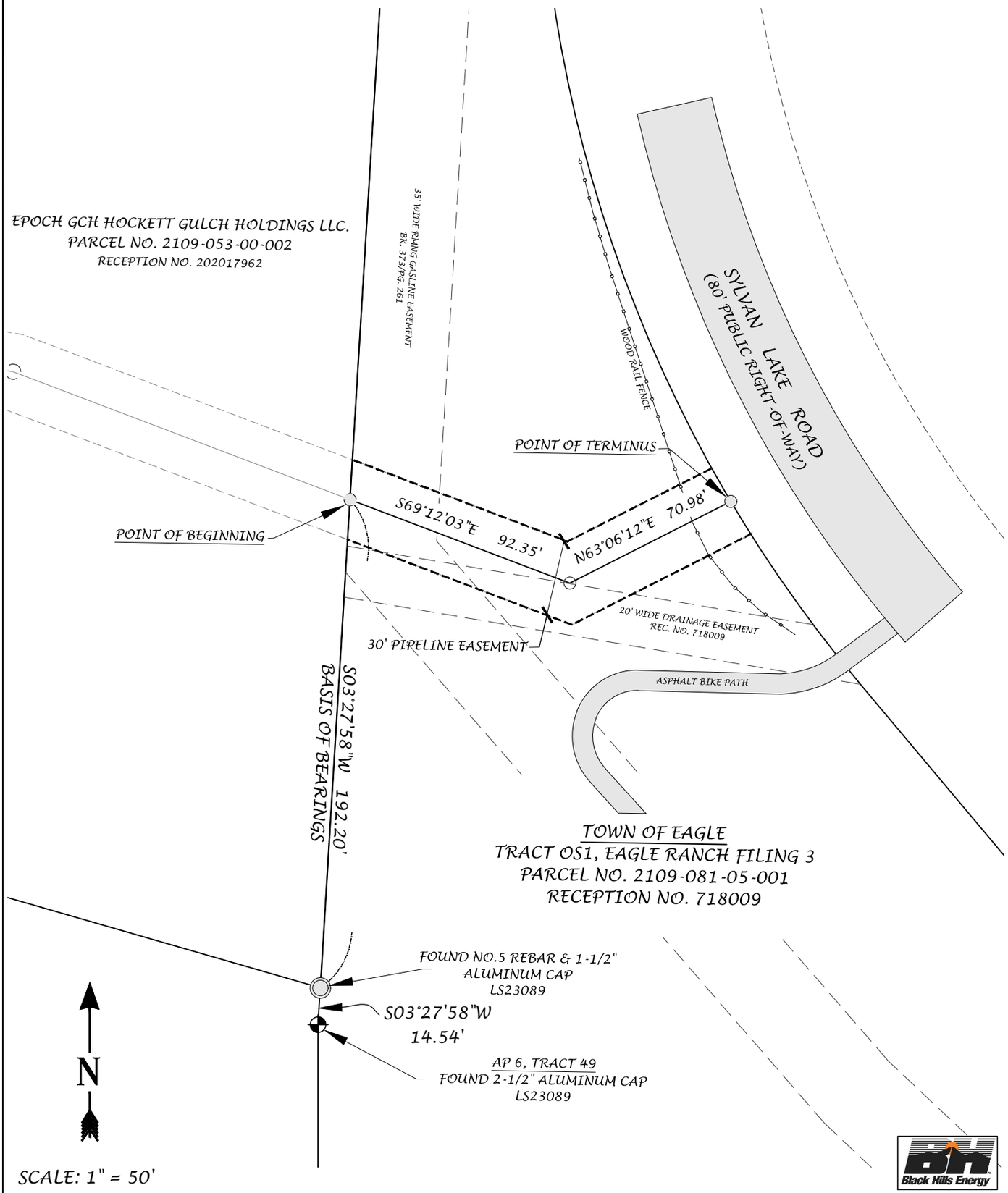
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38315 10/11/21

TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-299	DRAWN LDV	SHEET 1 OF 2
DATE: SEPTEMBER 28, 2021	SURVEYED LDV	

PIPELINE EASEMENT PLAT

TRACT OS1, EAGLE RANCH FILING 3
SECTION 5, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M.
COUNTY OF EAGLE, STATE OF COLORADO



TRUE NORTH
COLORADO
A LAND SURVEYING AND MAPPING COMPANY

BLACK HILLS ENERGY
TOWN OF EAGLE
TRACT OS1, EAGLE RANCH FILING 3, SECTION 5,
TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M.
COUNTY OF EAGLE, STATE OF COLORADO

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
38215
10/1/21

TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-299	DRAWN LDV	SHEET 2 OF 2
DATE: OCTOBER 01, 2021	SURVEYED LDV	

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 74
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO GRANTING A NON-EXCLUSIVE UTILITY EASEMENT TO BLACK HILLS ENERGY FOR RELOCATION OF TWO GAS LINES FOR THE RESERVE AT HOCKETT GULCH DEVELOPMENT

WHEREAS, the Town of Eagle owns the real property west of Sylvan Lake Road and east of the 29.65 acre Reserve at Hockett Gulch tract and more particularly described as Town of Eagle Tract OS1 (Open Space), Eagle Ranch Filing 3 (the "Property");

WHEREAS, the Town desires to grant a non-exclusive Utility Easement to Black Hills Energy to allow relocation of two natural gas pipelines across the Property;

WHEREAS, Black Hills Energy ("Grantee") desires to acquire a non-exclusive easement for the purpose of the relocation, operation, and maintenance of two natural gas pipelines and appurtenant utility facilities on, over, across and under the Town's property more particularly described and as depicted in **Exhibit A t**, which is attached hereto and incorporated herein by this reference (the "Easement"); and

WHEREAS, for this purpose, the Town is willing to convey the Easement to Grantee, which allows Grantee to install, operate, use, repair, and maintain the Facilities upon and beneath the surface of the Property.

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

Section 1. The Town Council hereby approves the Easement in substantially the same form attached hereto as **Exhibit A,** and in a form approved by the Town Attorney, and authorizes the Town Manager to execute the Easement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON OCTOBER 26, 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 26, 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 November:

- Wastewater Rate and Tap Fee Study Presentation
- School Resource Officer IGA
- State of Colorado Energy Office IGA

2022 Budget Development Schedule:

- November 9, 2021 – Public Hearings on the 2022 Budget
- December 14, 2021 – Adoption of the 2022 Budget

The hiring process for the Special Events Manager is moving along. The first review of applicants is on October 22. The Town recently hired a Public Works Operations Manager who is highly qualified and will complete Public Work's senior management team. The plan for the recruitment for the Assistant Town Manager is scheduled for November so that HR can complete positions in the pipeline and scheduled open enrollment.

The Leadership Team Retreat is scheduled for December 13 and the agenda is positive. The team will spend time on defining culture, reviewing critical thinking, defining strategy, and establishing goals. The group will spend time on a vision for culture that the staff wants to create and how to achieve it. Then the group will discuss good communication strategies and conduct an Emergenetics profile and work on conflict management. The retreat sets aside time for a few rounds of bowling at the Back Bowl so that the team can have some fun at the end of the day.

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

Grand Avenue Corridor Study

- The stakeholder committee met on October 21 and discussed open items, concerns, and the team answered questions regarding the plan presented on October 7. The group took a vote to move forward with the current plan so that the team can work on modeling.

- The team is working on a technical memo to send to the stakeholder committee that goes into detail on what went into the current design and the rationale. This will provide much need context for the group to assist with their comfort level of the proposal. Included with this report is a summary from the consultants on the progress of the project and the next steps.

Economic Development

- The EVC met on October 18 and covered projects, the proposed 2022 budget and next steps with the studies that the group is working on. The group is in the progress of setting up a meeting with the CU team to kick off the assessment in November.

- The Downtown Development Authority election and Partnership Summit is scheduled for November at 6 PM at Town Hall. The purpose of the summit is to get feedback on improvements that the district wants to see completed and align those items with funding.

Sustainability

- The staff is working on a draft MOU with the EVCF. Before that is presented, the Town will meet with Dan Godec who is the Board Chair of the EVCF to make sure that everyone is on the same page in setting up the Adam Palmer Fund.

- Yearout informed staff that the Town still needs to approve the IGA with the State of Colorado. That IGA will be presented on November 9.

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

- October 29 – Eagle River Park update with NV5
- October 29 – Land Use Code Assessment meeting
- November 2 – Council Work Session
- November 3 – DDA Partnership Summit
- November 5 – Land Use Code project 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	Completed
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 Started
10/12/2021	Add $50,000 to the DDA budget	Completed
10/12/2021	Look into IT security assessment	November 9, 2021

Memorandum

TO: Brandy Reitter, Town Manager, Town of Eagle

FROM: Pedro Campos, Principal, Zehren and Associates, Inc.

DATE: October 20, 2021

SUBJECT: **Grand Avenue Corridor Plan – Project Team Update for Town Council 10.26.21 meeting**

This memorandum is to provide an update of work in progress by the consultant project team on the Grand Avenue Corridor Plan. Currently the project is in Phase 2, which scheduled to conclude at the end of 2021. Phase 3 will start in January 2022 and run through the first half of the year. Phase 3 will result in a 30% level of design for the Grand Avenue Corridor, with an associated opinion of probably costs as the major outcome and deliverable of the plan.

In September of 2021 the project team developed a preliminary design of the corridor applying dimensions and standards per the input of the Town's Public Works team, external agencies and the community-at-large. The emerging multimodal direction for the corridor plan includes new roundabouts at the intersections of Grand Avenue with Broadway Street, 3rd Street, 5th Street and at Castle Drive (the future Brush Creek Extension), the closure of 2nd and 4th streets, new dedicated pedestrian, and bicycle facilities on the south side of the corridor, and landscape and urban design improvements throughout the corridor. The Corridor Plan assumes significant right-of-way (ROW) acquisition from Union Pacific Railroad (UPRR) for roadway improvements and to a lesser extent, acquisition of ROW or easements from private properties along the south.

To inform the status of work in Phase 2 and receive additional input on the design progress, a series of meetings were held. This included a meeting with Eagle County ECO Transit and Trails on Tuesday, September 21; with the Stakeholder Group on September 23; and with the community-at-large during a public open house on October 7. In all cases the preliminary design for the Corridor was shared with meeting participants. Subsequently, the same materials have been placed on the project website and additional comments and input is being solicited via the virtual engagement platform. Likewise, the materials presented have been displayed at Town Hall and in the Town Council Chambers. The team's goal at this stage in Phase 2 has been to share back progress and confirm the direction of the preliminary design responds to most of the input received to date.

As a result of the meeting with the Stakeholder Group on September 23, several members of the group have requested additional information about design decisions made by the team and expressed concerns with the location of bicycle facilities within the Corridor. Consequently, an additional meeting with the Stakeholder Group is scheduled for Thursday, October 21 to discuss these concerns and hopefully obtain buy-in from the majority of the group.

Next steps in the process in Phase 2 and into Phase 3 include traffic modelling of the proposed design to ascertain it meets the future traffic demands of the Town and to determine when an interim versus a full build out condition of the Corridor will need to be constructed. This is important as it will inform timing of obtaining funding and phasing of construction.

In the past weeks the project team and Town Staff have also initiated the engagement process with the Union Pacific Railroad via their consultant representative Rail Pros. An initial meeting was held in early October between Town and Rail Pros during which the Town learned it will need a formal engagement with Rail Pros as part of the negotiation and review process and that it is likely to last two or more years. Given the extended timeframe of the UPRR process, the project team and Staff will need to complete the Corridor Plan in 2022 so that negotiations can continue and evolve into 2023 and beyond.

An update meeting with Town Council is scheduled for December 7, 2021, at which the project team will present the current progress of the design for the Grand Avenue Corridor Plan and input that the team receives as part of the current 'share back' period. Concurrently, the team will be conducting the traffic modelling for the proposed design and getting ready to being the 30% design in Phase 3.

-END-

To: Mayor and Town Council

From: Jenny Rakow, Town Clerk

Date: October 26, 2021

Agenda Item: PUBLIC HEARING: Mauka Poke Bar LLC dba Mauka Poke Bar - New Beer & Wine Liquor License

REQUEST: The Mayor should convene the Liquor License Authority before opening this item. The request is for consideration of approval for a new Beer & Wine License for Mauka Poke Bar LLC located at 700 Chambers Avenue Unit A4.

BACKGROUND: Kira Carlton (Barczy) and Stephen Barczy, owners of Mauka Poke Bar LLC, submitted an application on September 17, 2021, for consideration to receive a Beer and Wine License from the Town of Eagle.

ANALYSIS: Department Staff has reviewed the application and made preliminary findings to the applicant that included the following:

1. The location of the premises for which the license is sought is 700 Chambers Avenue Unit A4, Eagle, Colorado 81631.
2. It appears from the evidence submitted that the applicant is entitled to possession of the premises proposed to exercise the license.
3. The location proposed to sell liquor for on-site consumption is not within 500 feet proximity to a school as defined in the Eagle Municipal Code.
4. The applicant has applied for and has possession of a valid Town of Eagle Business License and state-issued Sales Tax License number.
5. Both state and local fees for new licenses were waived until December 7, 2021. The renewal fee for 2022 will include $351.25 to the State of Colorado and $148.75 to the Town of Eagle.

As of this date, the Town Clerk and the Eagle Police Department have completed their preliminary background investigation concerning the records of the premises, applicants, employees, and persons known to assist or finance the Applicant:

1. Pursuant to 44-3-307 (3)(a), the Town of Eagle shall have access to and consider criminal history record information of the applicants. Based upon this investigation, the findings were consistent with the disclosure on the IHR regarding convictions with no concerns by EPD.
2. No undue concentration has been determined with the current class of license and does not require additional law enforcement resources as presented.
3. The neighborhood for which the Local Licensing Authority has determined as the applicable neighborhood is the Town of Eagle.

4. The applicant has provided evidence via petition that the reasonable requirements of the neighborhood and the desires of the adult inhabitants of the neighborhood are not currently being met by existing outlets.

17 Hotel & Restaurant Licenses	1 Brewpub License

2 Tavern Licenses	3 Beer and Wine Licenses
4 Fermented Malt Beverage Off-Premises Licenses	4 Retail Liquor Store Licenses
1 Brewery (State Licensed)	1 Distillery (State Licensed)

COMMUNITY INPUT: This is a public hearing which was noticed at the location, in the newspaper, and on our website. The applicant will also be present to answer any questions from the Authority.

BUDGET / STAFF IMPACT: There is no budget impact for approving this item.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This item does not have a direct link to a major objective. However, it does support "Stimulating Economic Vitality and Development." A denial of this license would need to be for cause and would limit the applicant's sales to non-alcoholic beverages only.

RECOMMENDED ACTION OR PROPOSED MOTION: MOTION TO APPROVE OR DENY: Findings and Order approving a new Beer & Wine License for Mauka Poke Bar LLC located at 700 Chambers Avenue Unit A4 and direct the Mayor and Town Clerk to sign and submit the application to the State of Colorado.

ATTACHMENTS:

1. 2021 STATE APPLICATION 9.17.21_Redacted
2. NOTICE OF FINDINGS AND ORDER
3. Notice of Public Hearing - website

DR 8404 (01/22/20)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Colorado Liquor Retail License Application

☑ New License ☒ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file

- **All answers must be printed in black ink or typewritten**
- **Applicant must check the appropriate box(es)**
- **Applicant should obtain a copy of the Colorado Liquor and Beer Code:** *www.colorado.gov/enforcement/liquor*

1. Applicant is applying as a/an ☐ Individual ☑ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation	FEIN Number
Mauka Poke bar LLC	86-3156296

2a. Trade Name of Establishment (DBA)	State Sales Tax Number	Business Telephone
Mauka Poke bar	~~pending~~ 44928836	970-470-1835

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
700 Chambers ave, building A, unit ~~#A~~ A4

City	County	State	ZIP Code
Eagle	~~CO~~ Eagle	CO	81631

4. Mailing Address (Number and Street)	City or Town	State	ZIP Code
PO Box 174	Eagle	CO	81631

5. Email Address
Kira @ maukapokebar.com

6. If the premises currently has a liquor or beer license, you **must** answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A — Nonrefundable Application Fees*	
☑ Application Fee for New License	$1,550.00
☒ Application Fee for New License w/Concurrent Review	$1,650.00
☐ Application Fee for Transfer	$1,550.00

Section B — Liquor License Fees*	
☐ Add Optional Premises to H & R	$100.00 X _____ Total _____
☐ Add Related Facility to Resort Complex	$75.00 X _____ Total _____
☐ Add Sidewalk Service Area	$75.00
☐ Arts License (City)	$308.75
☐ Arts License (County)	$308.75
☒ Beer and Wine License (City)	$351.25
☐ Beer and Wine License (County)	$436.25
☐ Brew Pub License (City)	$750.00
☐ Brew Pub License (County)	$750.00
☐ Campus Liquor Complex (City)	$500.00
☐ Campus Liquor Complex (County)	$500.00
☐ Campus Liquor Complex (State)	$500.00
☐ Club License (City)	$308.75
☐ Club License (County)	$308.75
☐ Distillery Pub License (City)	$750.00
☐ Distillery Pub License (County)	$750.00
☐ Hotel and Restaurant License (City)	$500.00
☐ Hotel and Restaurant License (County)	$500.00
☐ Hotel and Restaurant License w/one opt premises (City)	$600.00
☐ Hotel and Restaurant License w/one opt premises (County)	$600.00
☐ Liquor–Licensed Drugstore (City)	$227.50

Section B (Cont.) — Liquor License Fees*	
☐ Liquor–Licensed Drugstore (County)	$312.50
☐ Lodging & Entertainment - L&E (City)	$500.00
☐ Lodging & Entertainment - L&E (County)	$500.00
☐ Manager Registration - H & R	$75.00
☐ Manager Registration - Tavern	$75.00
☐ Manager Registration - Lodging & Entertainment	$75.00
☐ Manager Registration - Campus Liquor Complex	$75.00
☐ Optional Premises License (City)	$500.00
☐ Optional Premises License (County)	$500.00
☐ Racetrack License (City)	$500.00
☐ Racetrack License (County)	$500.00
☐ Resort Complex License (City)	$500.00
☐ Resort Complex License (County)	$500.00
☐ Related Facility - Campus Liquor Complex (City)	$160.00
☐ Related Facility - Campus Liquor Complex (County)	$160.00
☐ Related Facility - Campus Liquor Complex (State)	$160.00
☐ Retail Gaming Tavern License (City)	$500.00
☐ Retail Gaming Tavern License (County)	$500.00
☐ Retail Liquor Store License–Additional (City)	$227.50
☐ Retail Liquor Store License–Additional (County)	$312.50
☐ Retail Liquor Store (City)	$227.50
☐ Retail Liquor Store (County)	$312.50
☐ Tavern License (City)	$500.00
☐ Tavern License (County)	$500.00
☐ Vintners Restaurant License (City)	$750.00
☐ Vintners Restaurant License (County)	$750.00

*** Note that the Division will not accept cash**

Questions? Visit: *www.colorado.gov/enforcement/liquor* **for more information**

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			$

DR 8404 (01/22/20)

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** *www.colorado.gov/enforcement/liquor* **for more information**

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- ☑ A. Applicant/Licensee identified
- ☑ B. State sales tax license number listed or applied for at time of application
- ☐ C. License type or other transaction identified
- ☐ D. Return originals to local authority (additional items may be required by the local licensing authority)
- ☐ E. All sections of the application need to be completed
- ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- ☑ A. No larger than 8 1/2" X 11"
- ☑ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☑ C. Separate diagram for each floor (if multiple levels)
- ☑ D. Kitchen - identified if Hotel and Restaurant
- ☐ E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- ☑ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
- ☑ B. Lease in the name of the applicant (or) (matching question #2)
- ☐ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ D. Other agreement if not deed or lease. (matching question #2)

IV. Background information (DR 8404-I) and financial documents

- ☑ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☑ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. **Do not complete fingerprint cards prior to submitting your application.**
  The Vendors are as follows:
  IdentoGO – *https://uenroll.identogo.com/*
  Phone: 844-539-5539 (toll-free)
  IdentoGO FAQs: *https://www.colorado.gov/pacific/cbi/identification-faqs*
  Colorado Fingerprinting – *http://www.coloradofingerprinting.com*
  Appointment Scheduling Website: *http://www.coloradofingerprinting.com/cabs/*
  Phone: 720-292-2722 Toll Free: 833-224-2227
- ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ D. List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)

- ☐ A. Form DR 4679
- ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- ☑ A. Certificate of Incorporation
- ☑ B. Certificate of Good Standing
- ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- ☐ A. Partnership Agreement (general or limited).
- ☐ B. Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- ☑ A. Copy of articles of organization
- ☑ B. Certificate of Good Standing
- ☐ C. Copy of Operating Agreement (if applicable)
- ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- ☐ A. $75.00 fee
- ☑ B. Individual History Record (DR 8404-I)
- ☑ C. If owner is managing, no fee required

DR 8404 (01/22/20)

Name	Type of License	Account Number

	Yes	No
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	☐	☑
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
a. Been denied an alcohol beverage license?	☐	☑
b. Had an alcohol beverage license suspended or revoked?	☐	☑
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?	☐	☑
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. _____	☐	☑
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	☐	☑
or		
Waiver by local ordinance?	☐	☐
Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **NOTE**: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☐
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE**: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☐
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	☐	☐
13 b. Are you a Colorado resident?	☑	☐
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.	☐	☑
15. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?	☑	☐
☐ Ownership ☑ Lease ☐ Other (Explain in Detail) _____		
a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:		

Landlord	Tenant	Expires
KA chambers LLC	Mauka Poke Bar LLC	May 2024

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.	☐	☑
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		

16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?	☐	☐
Number of additional Optional Premise areas requested. (See license fee chart)		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: **a.** Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? **If "yes" a copy of license must be attached.**	☐	☐

DR 8404 (01/22/20)

Name	Type of License	Account Number

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature	Printed Name and Title	Date
	Kira Carlton	9/17/21

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
SEPTEMBER 17, 2021	OCTOBER 26, 2021

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- [X] Fingerprinted
- [X] Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

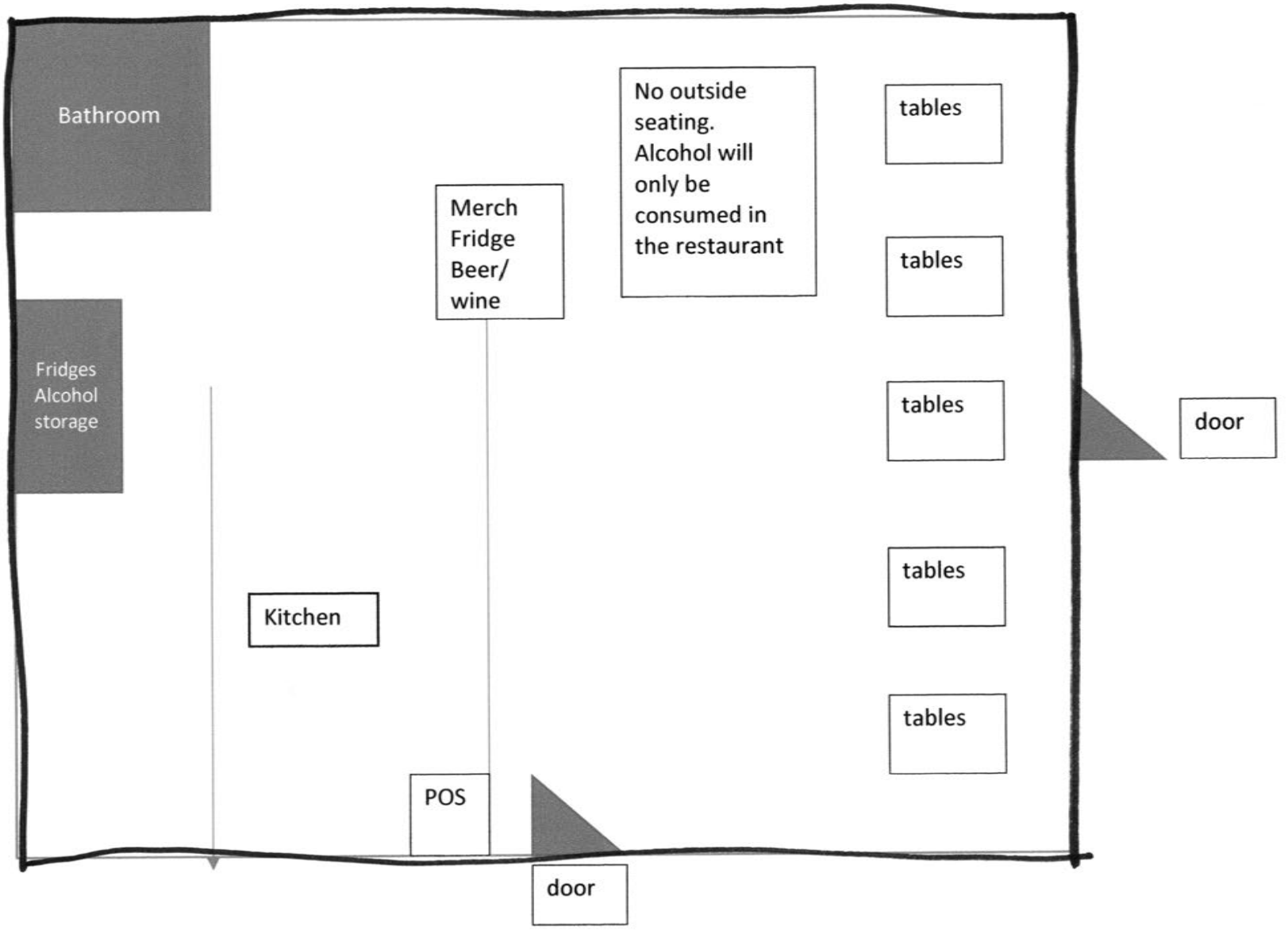
- [ ] Date of inspection or anticipated date _____
- [X] Will conduct inspection upon approval of state licensing authority

	Yes	No
[ ] Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	[ ]	[ ]
[ ] Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	[ ]	[ ]
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
[ ] Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	[ ]	[ ]

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	
TOWN OF EAGLE	970-328-9623	[X] Town, City [ ] County

Signature	Print	Title	Date
	SCOTT TURNIPSEED	MAYOR	
Signature	Print	Title	Date
	JENNY RAKOW	TOWN CLERK	


Bathroom
Fridges
Alcohol
storage
Merch
Fridge
Beer/
wine
No outside
seating.
Alcohol will
only be
consumed in
the restaurant
tables
tables
tables
door
tables
tables
Kitchen
POS
door

DR 8404-I (03/20/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application**. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business	Home Phone Number	Cellular Number
Maulka Polke Bar LLC		970-470-1835

2. Your Full Name (last, first, middle)	3. List any other names you have used
Barczy, Stephen, Michael	

4. Mailing address (if different from residence)	Email Address
P.O. 174 Eagle, CO 81631	Stephen@maulkapolkebar.com

5. List current residence address. Include any previous addresses within the last **five** years. (Attach separate sheet if necessary)

	Street and Number	City, State, Zip	From	To
Current	60 Mill Rd G-1 ~~Eagle, CO 81631~~	Eagle, CO 81631	2018	Current
Previous	41 Christian Ct	Eagle, CO 81631	2017	2018

6. List all employment within the last **five** years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
The Assembly LLC	1143 Capitol St Eagle, CO 81631	G.M.	2020	2021
Marriott Vacation Club	218 Riverfront Lane Avon, CO 81631	Marketing Manager	2017	2020

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative	Relationship to You	Position Held	Name of Licensee

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☐ Yes ☑ No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☑ No

DR 8404-I (03/20/19)

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☑ Yes ☐ No

2008-Possession of Marijuana / 2012-D.U.I / 2016 - D.U.I.

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☑ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☑ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth	b. Social Security Number	c. Place of Birth	d. U.S. Citizen
07-01-88	[redacted]	Prescott, Arizona	☑ Yes ☐ No

e. If Naturalized, state where	f. When	g. Name of District Court

h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number

l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Gender	q. Do you have a current Driver's License/ID? If so, give number and state.
5'11	280	Black	Hazel	M	☑ Yes ☐ No # _____ State Colorado

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. $ [redacted]

b. List the total amount of the **personal** investment , made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. $ [redacted]

*** If corporate investment only please skip to and complete section (d)**

**** Section b should reflect the total of sections c and e**

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Home Equity Line of Credit		Alpine Bank	[redacted]
Cash			[redacted]

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature	Print Signature	Title	Date
[signature]	Stephen Barney	Owner	9-12-21

DR 8404-I (03/20/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application**. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business	Home Phone Number	Cellular Number
Mauka Poke Bar	808-298-7704	
2. Your Full Name (last, first, middle)	**3. List any other names you have used**	
Carlton, Kira, Leigh		
4. Mailing address (if different from residence)	**Email Address**	
PO Box 174 Eagle, CO, 81631	Kira @ mauka pokebar.com	

5. List current residence address. Include any previous addresses within the last **five** years. (Attach separate sheet if necessary)

	Street and Number	City, State, Zip	From	To
Current	60 mill Rd G1	Eagle, CO, 81631	12/18	current
Previous	41 Christian Court	Eagle, CO, 81631	12/17	12/18

6. List all employment within the last **five** years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Kira Weddings + Events	60 mill road, G1, Eagle, CO	owner	2017	current
E-town Colorado	295 Main St. C104, Edwards	server	2020	2021
Bonfire brewing	127 w Second St.	bartender	2018	2020

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative	Relationship to You	Position Held	Name of Licensee
N/A			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☐ Yes ☑ No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☑ No

DR 8404-I (03/20/19)

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☑ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☑ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☑ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth	b. Social Security Number	c. Place of Birth	d. U.S. Citizen
7/10/91	[redacted]	Kahului / Maui	☑ Yes ☐ No

e. If Naturalized, state where	f. When	g. Name of District Court

h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number

l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Gender	q. Do you have a current Driver's License/ID? If so, give number and state.
5'4"	120	blonde	blue	F	☑ Yes ☐ No # [redacted] State CO

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. $ [redacted]

b. List the total amount of the **personal** investment , made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. $ [redacted]

*** If corporate investment only please skip to and complete section (d)**
**** Section b should reflect the total of sections c and e**

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
[redacted]			[redacted]
Home equity line of credit		Alpine Bank	[redacted]
Cash			[redacted]

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature	Print Signature	Title	Date
[signature]	Kira Carlton	Owner	8/10/21

Colorado Secretary of State
ID#: 20211348592
Document #: 20211348592
Filed on: 04/09/2021 11:14:31 AM
Paid: $50.00

Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Mauka Poke Bar LLC

The principal office street address is 60 MILL Road
Unit G1
Eagle CO 81631
US

The principal office mailing address is PO Box 174
Eagle CO 81631
US

The name of the registered agent is Stephen Barczy

The registered agent's street address is 60 MILL Road
Unit G1
Eagle CO 81631
US

The registered agent's mailing address is 60 MILL Road
Unit G1
Eagle CO 81631
US

The person above has agreed to be appointed as the registered agent for this limited liability company.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

Stephen Barczy
60 MILL Road
Unit G1
Eagle CO 81631
US

Kira L Carlton
60 MILL Road
Unit G1
Eagle CO 81631
US

Additional information the person(s) forming this limited liability company determined to include is

Mauka Poke Bar still is location TBD, but will be located in the town of Eagle

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Stephen Barczy
60 MILL Road
Unit G1
Eagle CO 81631
US

Kira L Carlton
60 MILL Road
Unit G1
Eagle CO 81631
US

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Mauka Poke Bar LLC

is a

Limited Liability Company

formed or registered on 04/09/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211348592 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/09/2021 that have been posted, and by documents delivered to this office electronically through 09/12/2021 @ 19:59:35 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/12/2021 @ 19:59:35 in accordance with applicable law. This certificate is assigned Confirmation Number 13434118 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

DR 4679 (03/24/14)
COLORADO DEPARTMENT OF REVENUE

Affidavit - Restrictions On Public Benefits

I, Kira Carlton, swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check one)**:

- [x] I am a United States citizen.
- [ ] I am not a United States citizen but I am a Permanent Resident of the United States.
- [ ] I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- [ ] I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature	Date (MM/DD/YY)
Kira Carlton	08/18/21

DR 8495 (07/23/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Tax Check Authorization, Waiver, and Request to Release Information

I, Stephen Barney am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of _____ (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)	Social Security Number/Tax Identification Number
Stephen Barney / Maulhe Poke Bar LLC	[redacted]
Address	
60 Mill Rd G-1	
City	**State** / **Zip**
Eagle	CO / 81631
Home Phone Number	**Business/Work Phone Number**
970-470-1835	
Printed name of person signing on behalf of the Applicant/Licensee	
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)	**Date signed**
	9-12-21

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

DR 4679 (03/24/14)
COLORADO DEPARTMENT OF REVENUE

Affidavit - Restrictions On Public Benefits

I, Stephen Barcroft, swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check one)**:

- [x] I am a United States citizen.
- [ ] I am not a United States citizen but I am a Permanent Resident of the United States.
- [ ] I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- [ ] I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature	Date (MM/DD/YY)
	09/12/21

CONFIDENTIAL INQUIRY WAIVER

I, Kira Carlton and Stephen Barczy give the Town of Eagle permission to conduct a background check on me relating to information regarding a liquor license.

I hereby release the Town of Eagle from any civil or criminal liability or damage which may result from furnishing the information requested above.

Signature — Date: 8/18/21

60 mill Rd G1, Eagle CO/81631
Street Address — State/Zip Code

Signature — Date: 8/18/21

600 Mill Rd G-1, Eagle CO/81631
Street Address — State/Zip Code

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (this "Lease") dated effective April 16, 2021, is between K A Chambers LLC, a Colorado limited liability company ("Landlord") with an address of PO Box 2322, Avon, CO 81620, Colorado and Mauka Poke Bar ("Tenant") with an address of PO 174, Eagle, Colorado 81631. LLC

For and in consideration of the covenants and agreements herein contained, Landlord and Tenant hereby agree as follows:

ARTICLE 1:
PREMISES AND COMMON AREAS

Section 1.1: Lease of Premises and Use of Common Areas. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the term and upon the terms, covenants and conditions set forth in this Lease, Unit 4A being the lower level of Unit 4, Lot A, Chambers Townhomes, according to the Plat recorded November 5, 2018, at Reception No: 201818986 (the "Premises"), together with the nonexclusive right to use the "Common Areas" (as such term is hereinafter defined) of the Project for the purposes for which such Common Areas are intended. As used in this Lease, the term "Common Areas" shall mean: (a) those portions of the Project which are made available for the general use in common by tenants or owners of the buildings constructed on the Project and their employees, agents and invitees, including but not limited to any parking lots containing unassigned spaces, driveways, entrances and exits, plaza areas, loading areas, pedestrian walkways and landscaped areas located on the Project and not designated as limited common elements.

Section 1.2: Right to Create Common Interest Community. The Premises are located in Lot A, Chambers Townhomes (the "Project") which is a Common Interest Community. The Premises are on a portion of one unit in a multi-unit building (the "Building") which is administered by an Association as provided by the applicable Declaration. The Premises are also subject to a Master Declaration administered by a Master Association (as such term is defined in the Colorado Common Interest Ownership Act (Section 38-33.3-101 et seq. of Colorado Revised Statutes as the same may be amended from time to time (the "Act")). Tenant agrees that this Lease shall be subject and subordinate to the provisions of the "Declaration" (as such term is defined in the Act) which creates such Common Interest Community and the Master Declaration. The Declaration and the Master Declaration each provides for an "Association" (as such term is defined in the Act) to govern and manage such Common Interest Community and to levy and collect assessments for "Common Expenses" (as such term is defined in the Act) with respect to each such Common Interest Community. The Associations may

undertake some of Landlord's obligations under this Lease and, to the extent the Associations or either of them undertake Landlord's obligations under this Lease, Landlord shall thereafter be relieved from such obligations and the assessments for Common Expenses which are levied by the Association with respect to such obligations shall thereafter be included in the " Common Costs" (as such term is defined in Section 4.3(b)(ii) hereof).

ARTICLE 2:
TERM

Section 2.1: Term. The term of this Lease (the "Term") shall commence at noon on April 16, 2021, (the "Commencement Date") and shall end at noon on March 31, 2024, unless sooner terminated or extended pursuant to any provision of this Lease. Tenant shall have the remainder of the month of April and the month of May to perform tenant finishes while not having to pay rent for that time. Rent will be charged starting on June 1, 2021. A sub-lease will be set up with DR Chambers for June, July, and part of August to accommodate Dewey Dabbles to utilize the space for summer camps. Tenant will assume base rent payments at said time in August, 2021.

Section 2.2: Option to Extend Term. Tenant shall have the option to extend the Term for one successive additional three (3) year period (which shall be referred to herein as the "Extension Period") beginning at noon on the expiration date of the initial period of the Term as set forth in Section 2.1 and ending at noon on such expiration date three (3) years later. Such option shall be exercised by Tenant delivering written notice of exercise no more than nine months and no less than six months prior to the expiration date of the initial period of the Term as set forth in Section 2.1. Such notice shall be effective only if, on the date the notice is given, Tenant is not in default hereunder. If Tenant fails to deliver any such notice in a timely manner, Tenant shall be considered to have waived Tenant's option to extend the Term and the Term shall end on the expiration date of the initial period of the Term as set forth in Section 2.1. Upon the giving of such notice by Tenant, the Term shall be automatically extended for the Extension Period covered by such notice and the definition of "Term" set forth in Section 2.1 shall include such Extension Period. Such extension shall be upon all of the terms, covenants and conditions of this Lease in effect during the initial period of the Term as set forth in Section 2.1 except that: (a) Tenant shall have no further right to extend the Term after the expiration of the Extension Period; and (b) the "Base Rent" (as such term is defined in Section 4.1) shall be determined in accordance with the provisions of Section 4.2. As of the date each Extension Period begins, this Lease shall be deemed modified in the manner set forth above without further action by Landlord or Tenant, however both parties nevertheless agree to execute a document amending this Lease in order to reflect such modifications if requested by either party.

ARTICLE 3:
COMPLETION OF THE TENANT FINISH WORK AND INSTALLATION OF TRADE FIXTURES

Section 3.1: Landlord shall have no obligation to perform any work in the Premises.

Section 3.2: Tenant Finish.

(a) Tenant shall perform no tenant finish work without the prior written consent of the Landlord ("Tenant Finish Work"). As a condition of any such consent, Landlord may require approval of any plans and Landlord may require appropriate security to ensure performance of any payment for such work. Any Tenant Finish shall be at the sole expense of Tenant.

(b) Prior to the commencement of any Tenant Finish Work, Tenant shall: (i) obtain all licenses and permits as may be required by any governmental authority and all approvals (if any) as may be required under the provisions of any protective covenants affecting the Building and shall deliver to Landlord copies of such licenses and permits and reasonable evidence that such approvals (if any) have been obtained; and (ii) obtain insurance policies for worker's compensation and public liability insurance and property damage insurance with such insurance companies, in such amounts and with such coverage and endorsements (including without limitation builder's risk endorsements for all property damage insurance and endorsements which provide that such insurance may not be cancelled without 30 days prior written notice to Landlord) as shall be reasonably satisfactory to Landlord and shall deliver copies of insurance policies or certificates of insurance evidencing that such insurance is in effect. Promptly after Tenant has obtained and delivered the foregoing items to Landlord and provided that the Building has been completed to the extent set forth in Section 3.1, Tenant shall cause a general contractor approved by Landlord to commence the Tenant Finish Work.

(c) Tenant shall cause the Tenant Finish Work to be performed by a general contractor approved by Landlord in a good and workmanlike manner and in accordance with the Tenant Finish Plans. Tenant shall pay all of the costs of the Tenant Finish Work. In undertaking the Tenant Finish Work, Tenant shall operate as an independent contractor

and not as an agent of Landlord. Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims, demands, damages, losses, expenses, costs and liabilities, including reasonable attorneys' fees, arising out of any act, omission or representation of Tenant or of Tenant's contractors, subcontractors, agents or employees in connection with the Tenant Finish Work.

(d) All items included within the Tenant Finish Work and all alterations to the Premises permitted under the provisions of Section 7.3, shall be the property of Landlord and shall be surrendered with the Premises upon the expiration or earlier termination of the Term.

Section 3.3: Trade Fixtures. Tenant may install or cause to be installed in the Premises items such as furniture, fixtures, equipment, shelves, counters and office machines; and any other items as are reasonably necessary for the operation of Tenant's business (the "Trade Fixtures"). The Trade Fixtures shall remain personal property and title thereto shall continue in Tenant regardless of the manner in which the same may be attached or affixed to the Premises. Tenant shall be entitled to remove the Trade Fixtures upon the expiration or earlier termination of the Term. Upon such removal, Tenant, at Tenant's own expense, shall immediately repair any damage to the Premises attributable to the removal of any of the Trade Fixtures. In the event any of the Trade Fixtures are subject to a lien or title retention instrument, the holder of any such lien or title retention instrument shall have the same rights with respect to such Trade Fixtures as Tenant hereunder.

ARTICLE 4:
RENTAL

Section 4.1: Base Rent. Tenant shall pay to Landlord on the first day of the Term and on the first day of each succeeding calendar month during the Term, the following amounts during the following periods of time (the "Base Rent"):

(a) $1,700.00 for each calendar month during the period which begins on the Commencement Date in August 2021 (a prorated rent will be charged) and ends on the expiration date of the initial period of the Term as set forth in Section 2.1; and

(b) The amount of the Base Rent for each calendar month during each Extension Period shall be determined in accordance with the provisions of Section 4.2.

The Base Rent shall be payable in advance without notice, offset or deduction at the address of Landlord set forth in the introductory paragraph of this Lease or to such other persons or at such other places as Landlord may designate in writing.

The Base Rent for any period during the Term which is for less than one calendar month shall be the pro rata portion of the then current amount of the Base Rent.

Section 4.2: Base Rent During Extension Periods. If Tenant shall timely exercise the option to extend the Term for any Extension Period, the Base Rent for the Extension Term shall be calculated based upon a two percent (2%) increase per year since the commencement date of the Lease, using 2021 as the base year.

Section 4.3: Tenant's Share of the Common Costs.

(a) In each calendar year during the Term, Tenant shall pay to Landlord, as additional rent, "Tenant's Share" (as such term is defined in Section 4.3(b)(i) hereof) of the "Common Costs" (as such term is defined in Section 4.3(b)(ii) hereof) for such calendar year. Tenant shall pay to Landlord in monthly installments simultaneously with payments of the Base Rent under Section 4.1, one-twelfth of Tenant's Share of the Common Costs.

(b) As used in this Lease, the following terms shall have the following meanings:

(i) "Tenant's Share" shall mean One Hundred Percent (100%) percent of the Common Costs Attributable to the Premises, which are 70% of the Common Costs attributable to Unit 2 and which are 6.51% of the overall Building Costs, but which will be established and assessed by the Association. Notwithstanding the foregoing, Tenant shall only be responsible for its portion of any Special Assessment prorated over the useful life of the Special Assessment.

(ii) " Common Costs" shall mean the sum of the following with respect to any calendar year:

(A) All real estate taxes, special improvements assessments, general and special assessments for any districts and any other ad valorem taxes, rates, levies or assessments that may be imposed, assessed or levied (all such real estate taxes, etc., shall be referred to herein as the "Real Estate Taxes") upon the Premises (including, without limitation, upon that portion of the Property upon which the Building is constructed) separately or as a part of the Property.

(B) All costs incurred in connection with the maintenance required of Landlord by the provisions of Sections 7.1(a) and (b); the Premise's Share of all costs incurred in connection with the maintenance required of Landlord by the

provisions of Section 7.1(c); and all costs incurred in connection with the insurance required of Landlord by the provisions of Section 8.3.

(C) The Premise's Share of all costs incurred in operating, managing, equipping, lighting, repairing, replacing and maintaining the Common Areas, specifically including, but not limited to, gardening and landscaping, storm drainage systems and other utility systems, sprinkler systems, fire protection and security alarm systems and equipment, traffic control equipment, heating and air conditioning, the cost of public liability and property damage insurance, repairs, line painting, lighting, sanitary control, removal of snow, trash, rubbish, garbage and other refuse, cost of rentals of machinery and equipment used in such maintenance, the cost of personnel to implement such services, to direct parking, and to police the Common Areas.

(c) Landlord shall provide Tenant with a statement of the amount of the Common Costs as Landlord receives such from the Association.

Section 4.4: Net Lease and Additional Rent. This Lease is what is commonly called a "triple net lease", it being understood that Landlord shall receive the Base Rent and Tenant's Share of the Common Costs (collectively the "Rent"), free and clear of any and all other impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises, except as may be incurred by Landlord in connection with Landlord's performance of Landlord's obligations under this Lease which are not reimbursed to Landlord through the payment of Tenant's Share of the Common Costs. In addition to the Rent, Tenant shall pay to the parties respectively entitled thereto all impositions, insurance premiums, operating charges, maintenance charges, construction costs and any other charges, costs and expenses which are payable by Tenant pursuant to, or which may be contemplated as payable by Tenant under, any provision of this Lease during the Term. Tenant shall pay to Landlord all real property taxes assessed against the Premises. Landlord shall have the right to estimate these taxes and/or to bill Tenant in monthly increments for the estimated or actual taxes with such tax liability to be trued up annually with Tenant receiving a credit for any overpayment or with Tenant paying to Landlord any shortfall, within 30 days of notification from Landlord. All such charges, costs and expenses shall constitute additional rent and, upon the failure of Tenant to pay any of such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay the Rent.

Section 4.5: Late Charge and Dishonored Check Charge for Rent. If Tenant fails to make any payment of Rent within 5 days after the due date thereof but does thereafter make such payment, Tenant shall pay to Landlord in addition to such late payment, a late payment of $200 (the "Late Charge"). Tenant shall also pay a dishonored check charge

in the amount of One Hundred Dollars ($100.00) (the "Dishonored Check Charge") for each check in payment of the Rent which is not honored by the bank upon which it is drawn. Tenant acknowledges that late payments of the Rent and dishonored checks in payment of the Rent cause Landlord to incur costs not contemplated by this Lease including, but not limited to, processing and accounting costs and additional costs related to the payment of Landlord's obligations. The exact amount of such costs are extremely difficult and impracticable to determine. The parties agree that the Late Charge and the Dishonored Check Charge represent a fair and reasonable estimate of such costs.

ARTICLE 5:
USE, PERMITS AND RULES AND REGULATIONS

Section 5.1: Use. Tenant shall use the Premises in any manner allowed in the Commercial General Zone District. Tenant shall not use nor permit the use of the Premises in any manner that will: (a) violate any "Requirement of Law" (as such term is defined in Section 6.1(a)); (b) might subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation carried on upon the Premises or for any other reason; or (c) tend to create waste or a nuisance. Tenant acknowledges that there is no designated outdoor space for its use and that any outdoor tents are subject to the Landlord and/or Association's prior approval. Tenant acknowledges that the Premises is below a residential space and adjacent to other spaces utilized for commercial and residential purposes. Tenant agrees to keep sound and noise emanating from the Premises to a level that will not disturb others in the Building and to remedy any reasonable noise complaints that are received.

Section 5.2: Permits. Tenant shall, at Tenant's expense, procure every permit, license, certificate or other authorization required in connection with the lawful and proper use of the Premises.

Section 5.3: Rules and Regulations. The Association may from time to time adopt and amend, modify or delete rules and regulations for the use, safety, cleanliness and care of the Property provided that such rules and regulations shall be reasonable and shall apply to all tenants and owners. Such rules and regulations shall be effective upon reasonable notice to Tenant from Landlord thereof. Whether or not the Association adopts any such rule, Tenant shall not permit smoking of any substance, including e-smoking. Tenant shall not permit the storage or use of marijuana on the Premises. Tenant and Tenant's employees, agents and invitees, shall at all times observe faithfully, and comply strictly with, such rules and regulations. In the event of any breach of any such rules or regulations by Tenant or Tenant's employees, agents or invitees, Landlord shall have all remedies in this Lease provided for in the event of default by Tenant and shall, in addition have any remedies available at law or in equity including, but not

limited to, the right to enjoin any breach of such rules and regulations. No provision of this Lease shall be construed to impose upon Landlord any duty or obligation to enforce such rules and regulations or the terms, covenants or conditions in any other lease, against any other tenant or person. Landlord shall not be liable to Tenant for violation of such rules, regulations, terms, covenants or conditions by any other tenant, or such tenant's employees, agents or invitees, or any other person.

ARTICLE 6:
COMPLIANCE WITH LAW

Section 6.1: Compliance with Law.

(a) Tenant shall, at Tenant's expense, promptly comply with all present and future statutes, ordinances, rules, regulations and orders of authority whatsoever in effect during the Term and affecting the Premises (all of the foregoing shall be referred to herein as "Requirements of Law"), whether such requirements may relate to: (i) structural or other alterations, changes, additions or improvements to the Premises; (ii) repairs, inside or outside, extraordinary or ordinary; (iii) the manner in which the Premises may be used or occupied; or (iv) any other matter affecting the Premises whether like or unlike the foregoing.

(b) Tenant shall be solely responsible for assuring that the initial construction of the Premises complies with the requirements of the Americans with Disabilities Act of 1990 (U.S.C. Sections 1201 *et. seq.*) and all regulations promulgated thereunder (such act and regulations shall be herein referred to as the "ADA"). Tenant shall be solely responsible for complying with all requirements of the ADA insofar as the ADA affects the Premises, including, without limitation, assuring that the Tenant Finish Work and all alterations to the Premises permitted under the provisions of Section 7.3 comply with the requirements of the ADA; and assuring that the use of the Premises complies with the requirements of the ADA including, without limitation, the requirements for non-discriminatory business practices, architectural and communications barrier removal and auxiliary aids.

(c) Tenant shall be solely responsible for complying with all laws and related regulations which concern" Hazardous Materials" (as such term is defined in this Section) brought upon the Premises and shall notify Landlord immediately in the event of any discharges of any Hazardous Material at, upon, under or within the Premises. As used in this Lease, the term "Hazardous Material" means: (i) any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous

substances (40 CFR Part 302) and amendments thereto and replacements therefor; or (ii) such substances, materials or wastes as are regulated by The Resource Conservation and Recovery Act of 1976 or the Comprehensive Environmental Response, Compensation and Liability Act of 1980, any amendments thereto or orders, regulations, directions, or requirements thereunder; or (iii) such hazardous or toxic substances, materials or wastes that are or may become regulated under any other applicable county, municipal, state or federal law, rule, ordinance, direction or regulation.

Section 6.2: Violations. Tenant shall, promptly after the discovery of any violation of a Requirement of Law which might subject Landlord to liability or forfeiture of any interest in the Premises, take all necessary steps, legal and equitable, to compel the discontinuance thereof and to oust and remove all subtenants, occupants or other persons guilty of such use.

Section 6.3: Contest by Tenant. Tenant may contest in good faith by appropriate proceedings conducted promptly at Tenant's expense, in Tenant's name, or (whenever necessary) in Landlord's name, the validity or enforcement of any Requirement of Law and may defer compliance therewith provided that: (a) such noncompliance shall not constitute a crime or misdemeanor on the part of Landlord, (b) Tenant shall diligently prosecute such contest to a determination by the court, department or governmental authority or body having jurisdiction over such contest (but Tenant shall, at all times, have the right to abandon such contest provided that Tenant shall thereafter comply with the contested Requirement of Law), and (c) if such noncompliance would subject Landlord's interest in the Premises to forfeiture, Tenant shall furnish to Landlord a surety bond issued by a bonding company reasonably acceptable to Landlord in an amount equal to the cost of such compliance as reasonably estimated by Landlord, indemnifying Landlord against the cost thereof and all liability in connection therewith. Landlord agrees to cooperate reasonably with Tenant and to execute promptly after receipt all documents and pleadings required for the purpose of such contest, provided Tenant shall pay all costs and expenses of Landlord incurred in connection therewith.

ARTICLE 7:
MAINTENANCE, REPAIRS AND ALTERATIONS

Section 7.1: Landlord's Maintenance. Landlord and/or the Association shall be responsible for the following maintenance: (a) the maintenance of the unexposed portions of the mechanical, electrical and plumbing systems located in the Premises as may be required to keep such systems in good working order but Landlord shall not be responsible for unplugging any toilet which is stopped up because of the actions of Tenant or Tenant's employees, agents or invitees; (b) the maintenance of the Building other than those portions of the Building included within the Premises, the premises of

any other tenant of the Building or the Common Areas as may be required to keep such portions of the Building in good working order and condition including, without limitation, all maintenance required to be performed on the Building's roof, walls, foundations, mechanical, electrical and plumbing systems and other equipment; and (c) the maintenance of the Common Areas as may be required to keep the Common Areas in a clean, safe and attractive condition including, without limitation, the keeping of the paths, walks and parking areas of the Common Areas reasonably free of snow and ice. The costs of such maintenance shall be included within the Building Common Costs as described in Section 4.3 (b)(ii)(B). There shall be no abatement of Rent by reason of inconvenience, annoyance or interruption of business arising from the performance of such maintenance provided that such maintenance is being performed in a reasonable manner and with reasonable diligence.

Section 7.2: Tenant's Maintenance. Tenant, at Tenant's own expense, shall maintain the Premises (other than that portion of the Premises to be maintained by Landlord as described in Section 7.1(a)) in good working order and condition and in a clean, safe and attractive condition. Without limiting the generality of the foregoing, Tenant shall be responsible for unplugging any toilet which is stopped up because of the actions of Tenant or Tenant's employee's, agents or invitees. If Tenant fails to perform such maintenance, Landlord may (but without being required to do so) enter upon the Premises, after five days' prior written notice to Tenant, and perform such maintenance. If Landlord performs such maintenance, the cost thereof, together with interest thereon at the annual rate of eighteen percent (18%) from the date of Landlord's payments, shall be repaid to Landlord by Tenant upon demand.

Section 7.3: Alterations by Tenant. Tenant shall make no alterations, decorations, installations, additions or improvements in or to the Premises without first obtaining the written consent of Landlord which consent shall not be unreasonably withheld or delayed. Tenant understands that Landlord's consent will be conditioned on Tenant's compliance with Landlord's reasonable requirements at the time permission is requested, which requirements may include, but shall not be limited to, Landlord's approval of plans and specifications, contractors, insurance, and hours of construction. The provisions of Sections 3.2(b), (c) and (d) shall apply to any such alterations approved by Landlord as if such alterations were the Tenant Finish Work.

ARTICLE 8:
PERSONAL PROPERTY TAXES, UTILITIES AND INSURANCE

Section 8.1: Personal Property Taxes.

(a) Tenant shall pay, before delinquency, all of following which become payable during the Term: personal property taxes, license taxes, water rents and charges and other similar taxes, duties, charges, fees and payments required by any governmental authority which shall be imposed, assessed or levied upon or arise in connection with the use, occupancy or possession of the Premises (all of such personal property taxes, etc., shall be herein referred to as the "Personal Property Taxes"). Within 30 days after Landlord's request, Tenant shall deliver to Landlord receipts or other satisfactory evidence showing the payment of any of the Personal Property Taxes by Tenant, unless payment is contested pursuant to the provisions of Section 8.1(b). Tenant may take the benefit of any statute or ordinance permitting any Personal Property Taxes to be paid in installments over a period of time.

(b) Tenant may contest any Personal Property Taxes by appropriate proceedings conducted promptly at Tenant's expense, in Tenant's name, or (whenever necessary) in Landlord's name and may defer payment of any contested Personal Property Taxes provided that: (a) such nonpayment shall not constitute a crime or misdemeanor on the part of Landlord; (b) Tenant shall diligently prosecute such contest to a determination by the court, department or governmental authority or body having jurisdiction over such contest (but Tenant shall, at all times, have the right to abandon such contest provided that Tenant shall thereafter pay the contested Personal Property Taxes); and (c) if such nonpayment would subject Landlord's interest in the Premises to forfeiture, Tenant shall furnish to Landlord a surety bond issued by a bonding company reasonably acceptable to Landlord in an amount equal to the cost of such payment as reasonably estimated by Landlord, indemnifying Landlord against all liability resulting from such contest and nonpayment. Landlord agrees to cooperate reasonably with Tenant and to execute any documents or pleadings reasonably required for such purpose, provided that Tenant shall pay all costs and expenses of Landlord incurred in connection therewith. All refunds of the Personal Property Taxes shall be the property of Tenant.

Section 8.2: Charges of Utilities. Tenant shall contract, in Tenant's name, and promptly pay all charges for gas, electricity, water, telephone, cable television and other utility services furnished to the Premises during the Term and not otherwise provided by the Association. There shall be no abatement of the Rent if any of such utility services is not available during the Term unless such unavailability was caused by the negligence of Landlord or Landlord's employees, agents or contractors.

Section 8.3: Landlord's Insurance. During the Term, Landlord or the Association shall keep in force property damage insurance on the Building insuring against loss by fire, lightning and the risks covered by the "all risks" endorsement of the insurer (which risks shall include at least vandalism, malicious mischief and those risks covered by standard broad form coverage endorsement) in an amount not less than the full

replacement cost of the insured property (without deduction for depreciation but less applicable deductibles and exclusive of the costs of land, excavation, foundations, paving and other items normally excluded from property policies) in an agreed amount endorsement. The costs of such property damage insurance and all insurance appraisals obtained by Landlord as described above shall be included in the Common Costs as described in Section 4.3(b)(ii)(B). All insurance proceeds that may become due by reason of damage to or destruction of any portion of the Building shall be paid to Landlord.

Section 8.4: Tenant's Insurance.

(a) During the Term, Tenant shall, at Tenant's expense, keep in force the following insurance:

(i) Property damage insurance on the Trade Fixtures insuring against loss by fire, lightning and the risks covered by the "all risks" endorsement of the insurer (which risks shall include at least vandalism, malicious mischief and those risks covered by a standard broad form coverage endorsement) in an amount not less than the full replacement cost of the insured property (without deduction for depreciation but less applicable deductibles) in an agreed amount endorsement (this shall include damage caused by the use of the upper portion of Unit 2);

(ii) Commercial general public liability insurance for the protection of Landlord and Tenant and their respective employees, agents and contractors, as their interests may appear, insuring against any liability arising out of the ownership, use, occupancy or maintenance of the Premises (including liability for death, personal injury and property damage), in the combined single limit amount of not less than $2,000,000.00. Such insurance shall cover claims of one or more insured parties against other insured parties; and

(iii) Worker's compensation insurance coverage as required by the statutes of the State of Colorado or any applicable federal or local laws or regulations in effect at any time during the Term for the protection of Landlord and Tenant.

(b) All insurance required to be carried by Tenant under this Section 8.4 shall be written in a form and by a company qualified to write insurance of such type within the State of Colorado which are both reasonably acceptable to Landlord. Tenant shall deliver to Landlord a copy of each policy of insurance required by this Section 8.4 or a certificate evidencing that such policy is in effect. A copy of a renewal or replacement policy or a certificate evidencing that such policy is in effect shall be provided to Landlord at lease 30 days prior to the expiration of each policy of insurance required by this Section 8.4.

Each such policy shall name Landlord as an additional insured and shall contain provisions that it cannot be cancelled or modified except after 30 days' prior written notice to Landlord and that the insurer waives its rights of subrogation under such policy as to any claim against Landlord or Tenant.

Section 8.5: Waiver of Subrogation. Tenant and Landlord each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other for loss of or damage to such waiving party or such waiving party's property or the property of others under such waiving party's control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Landlord and Tenant shall, upon obtaining the policies of insurance required under the provisions of Sections 8.3 and 8.4, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

ARTICLE 9:
INDEMNIFICATION

Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from: (a) Tenant's use of the Premises (b) the conduct of Tenant's business or any other activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere; (c) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease (but specifically excluding any breach or default which arises because of Landlord's failure to carry out Landlord's obligations under this Lease); or (d) any negligence of Tenant or any of Tenant's agents, contractors or employees. Tenant shall further indemnify Landlord from and against all costs, attorneys' fees, expenses and liabilities incurred by Landlord in the defense of any such claim or any action brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises arising from any cause other than the negligence of Landlord or any of Landlord's agents, contractors or employees and Tenant hereby waives all claims against Landlord in respect of the risks assumed.

ARTICLE 10:
CASUALTY DAMAGE

Section 10.1: Damage Rendering Premises Untenantable.

(a) If the Premises, or the Building, shall be so damaged by fire or other casualty as to render the Premises untenantable, and if such damage shall be so great that an architect selected by Landlord shall certify in writing to Landlord that the Premises, with the exercise of reasonable diligence, but without the payment of overtime or other premiums, cannot be made tenantable within 60 days from the happening of the fire or other casualty, or if the damage shall be such that Landlord's architect shall certify that the Premises can be made tenantable within the 60 day period from the happening of the fire or other casualty but adequate insurance proceeds are not available to Landlord for repair of such damage, then, in either event, this Lease may be terminated by Landlord by giving written notice to Tenant of such termination within 15 days after receipt of the architect's certification. Upon the giving of such notice, this Lease shall terminate as of the date of the occurrence of the fire or other casualty giving rise to such termination with the same consequences as a termination pursuant to the provisions of section 18.2(a), other than the provisions of the last sentence of such Section.

(b) If the Premises, or the Building, shall be so damaged by fire or other casualty as to render the Premises untenantable but Landlord's architect shall certify that the Premises can be made tenantable within the 120 day period from the happening of the fire or other casualty and adequate insurance proceeds are available to Landlord for repair of such damage or if Landlord does not terminate this Lease as set forth in Section 10.1(a), then, except as hereinafter provided, Landlord shall, with reasonable promptness, repair the damage so done except that Landlord shall not be required to repair, replace or restore the Trade Fixtures. Until such repair is substantially completed, the Rent shall be abated in proportion to the part of the Premises which is unusable by Tenant in the reasonable conduct of its business or profession. There shall be no abatement of the Rent by reason of any portion of the Premises being unusable for a period of 15 days or less. If the damage is due to the fault or negligence of Tenant or Tenant's employees, agents or invitees, there shall be no abatement of the Rent.

Section 10.2: Damage Not Rendering Premises Untenantable. If the Premises shall be damaged by fire or other casualty but not so as to render them untenantable, Landlord shall cause the damage to be repaired with reasonable promptness except that Landlord shall not be required to repair, replace or restore the Trade Fixtures. Until such repair is substantially completed the Rent shall be abated in proportion to the part of the Premises which is unusable by Tenant in the reasonable conduct of Tenant's business or profession. If the fire or other casualty causing damage to the Premises or other parts of the Building is due to the fault or negligence of Tenant or Tenant's employees, agents or invitees, there shall be no abatement of the Rent.

Section 10.3: { *Intentionally Omitted* }

ARTICLE 11:
CONDEMNATION

Section 11.1: Total Taking of Building. If all of the Building shall be taken for any public or quasi-public use, under any law, by right of eminent domain or right of condemnation, or by purchase by public authority in lieu thereof, this Lease shall automatically terminate as of the date of such taking with the same consequences as a termination pursuant to the provisions of Section 18.2(a), other than the provisions of the last sentence of such Section.

Section 11.2: Taking of Premises and Partial Taking of Building. Tenant shall have the option to terminate this Lease if any portion of the Premises or any portion of the Building which renders the Premises untenantable shall be taken for any public or quasi-public use, under any law, by right of eminent domain or right of condemnation, or by purchase by public authority in lieu thereof. Such option shall be exercised by Tenant delivering written notice to Landlord of Tenant's election to terminate within 30 days after any such taking. Upon delivery of such notice of termination, this Lease shall terminate as of the date of such partial taking with the same consequences as a termination pursuant to the provisions of Section 18.2(a), other than the provisions of the last sentence of such Section. If Tenant does not deliver such notice of termination within the 30 days period described above, this Lease shall continue in full force and effect and Tenant's right of termination shall expire.

Section 11.3: Effect of No Termination. If this Lease is not terminated pursuant to the provisions of Section 11.1 or 11.2, this Lease shall remain unaffected except that Landlord shall repair or reconstruct the Premises or the Building as may be required because of such taking except that Landlord shall not be required to repair, replace or restore the Trade Fixtures. All condemnation awards received because of any taking which does not result in termination of this Lease shall be paid to Landlord to be applied to the cost of such repair or reconstruction. Any portion of the amount of the award which is not needed for such repair or reconstruction shall be the property of Landlord.

Section 11.4: Proceeds. In the event of any taking which results in the termination of this Lease pursuant to the provisions of Sections 11.1 or 11.2, any condemnation awards which relate to the value of the Building shall belong solely to Landlord. Tenant may separately claim and recover from the condemning authority, but not from Landlord, removal expenses and the value of the remaining Term less rental payments.

Section 11.5: Temporary Use. If any portion of the Premises shall be taken for temporary use or occupancy (i.e., for one year or less), this Lease shall continue in full force and effect without reduction or abatement of the Rent. Tenant shall be entitled to make claim for, recover and retain so long as Tenant is not in default hereunder, any awards in the form of rent recoverable in respect to such taking, except that if such taking shall be for a period extending beyond the expiration of the Term, Landlord shall be entitled to receive such portion of the award as shall be attributable to the portion of such period occurring after such expiration.

ARTICLE 12:
MECHANIC'S LIENS

Section 12.1: Liability for Labor and Materials. Landlord shall not be liable for the payment of any expense incurred or for the value of any labor done or materials furnished to the Premises by or on behalf of Tenant and Tenant shall be solely and wholly responsible to all contractors, laborers and materialmen furnishing such labor and materials. Tenant shall indemnify and hold harmless Landlord from and against any and all costs, expenses, claims or damages, including, but not limited to, reasonable attorneys' fees, resulting from Tenant's failure to satisfy Tenant's responsibility with respect to such labor and materials as described above. Nothing herein shall authorize Tenant to charge the Premises, the Building or the Property or any interest of Landlord therein or this Lease with any mechanic's, materialmen's or other statutory liens and, on the contrary, the right and power to charge any lien or encumbrance of any kind against Landlord or the Premises, the Building or the Property is hereby expressly denied.

Section 12.2: Protection against Mechanic's Liens Being Filed. At least 30 days prior to the commencement of any work in the Premises permitted under this Lease, Tenant shall notify Landlord of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work so that Landlord may seek the protection of the provisions of Section 38-22-105 of Colorado Revised Statutes or any other similar statute. During any such work, Landlord or Landlord's representatives shall have the right to go upon and inspect the Premises at all reasonable times and shall have the right to post and keep posted thereon notices or to take any further action which Landlord may deem to be proper for the protection of Landlord's interest in the Premises.

Section 12.3: Protection against Filed Mechanic's Liens. If, because of any act or omission of Tenant, any mechanic's, materialman's or other lien or order for the payment of money shall be filed against the Premises, the Building or the Property or against Landlord (whether or not such lien or order is invalid or enforceable), Tenant shall give Landlord written notice thereof promptly after Tenant has notice of the filing thereof. Within 60 days after the delivery of such notice, Tenant shall, at Tenant's own cost and

expense, cause the same to be canceled and discharged of record by any method including, without limitation, pursuant to the provisions of Sections 38-22-131 through 38-22-133 of Colorado Revised Statutes or any other similar statute. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall pay and satisfy the same at once. If Tenant shall be in default in paying any charge for which a mechanic's lien or suit to foreclose the lien has been recorded or filed and shall not have been cancelled or discharged as provided in the preceding sentence, Landlord may (but without being required to do so) pay such lien or claim and any costs and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith and interest at the annual rate of 24 percent from the dates of Landlord's payments shall be repaid by Tenant to Landlord upon demand.

ARTICLE 13:
ASSIGNMENT, SUBLETTING AND MORTGAGING

Section 13.1: Assignment and Subletting. Tenant shall be allowed to sublet or otherwise transfer all or any part of Tenant's interest in and to this Lease or in and to the Premises without first procuring the written approval of Landlord.

Lessee shall have the right to assign the lease to another entity or corporation which Lessee may create or use for this lease. At any time during its occupancy of the Premises,

Lessee may assign or sublease the Premises, with Lessor's written approval; not to be unreasonably withheld.

Transfers and assignments by operation of law including, without limitation, the merger of Tenant with any other corporation if Tenant is a corporation, shall be deemed to be included within the provisions of this Section 13.1. The granting of a concession or license to any person, firm or corporation to operate in or use in any manner any portion of the Premises shall be deemed a transfer within the meaning of this Section 13.1. (Any transfer of the types referred to above shall be referred to as a "Transfer"; any person making a Transfer shall be referred to as a "Transferor" and any person receiving a Transfer shall be referred to as a "Transferee".)

Section 13.2: Notice of Transfer. Tenant shall give Landlord written notice of any proposed Transfer. hereunder. One copy of such written instrument so executed shall be delivered to Landlord.

Section 13.3: Mortgaging of Tenant's Interest. Tenant may not encumber Tenant's interest in the leasehold estate created hereby by deed of trust, mortgage or other security instrument without the prior written consent of Landlord, which consent may be granted or withheld by Landlord in Landlord's sole and absolute discretion. (Any deed of trust,

mortgage or other security instrument encumbering Tenant's interest in the leasehold estate created by this Lease shall be referred to herein as a "Mortgage" and the owners of any indebtedness secured by a Mortgage shall be referred to herein as a "Mortgagee"). Tenant shall give Landlord notice of any proposed Mortgage and all of the terms thereof. Landlord shall have 15 days after receipt of such notice to give Tenant notice as to whether Landlord is granting Landlord's consent subject to any reasonable conditions Landlord may require or whether Landlord is withholding Landlord's consent and the reasons for such withholding. If Landlord does not so notify Tenant within such 15 day period, Landlord shall be deemed to have consented to such Mortgage. Notwithstanding the foregoing provisions of this Section 13.3, Landlord shall not be required to consent to any Mortgage which requires Landlord to join in such Mortgage or to subject or subordinate Landlord's interest in the Premises or this Lease to such Mortgage.

Section 13.4 Assignment by Landlord. The Landlord may assign or transfer this lease upon transfer or ownership of this property. The new owner of this property will become the Landlord. Tenant shall add new Landlord as additional insured to liability insurance policy.

ARTICLE 14:
RIGHT OF ENTRY

Tenant shall permit Landlord or Landlord's representatives to enter the Premises during Tenant's business hours for the purpose of: (a) inspecting the same; (b) performing obligations of Landlord hereunder with respect to the Premises; (c) performing obligations of Tenant hereunder which Tenant may neglect or refuse to perform; and (d) showing the Premises to persons wishing to purchase Landlord's interest therein. The provisions contained in this Article 14 shall not increase Landlord's obligations under this Lease and the right and authority hereby reserved does not impose upon Landlord any responsibility for the repair, care or supervision of the Premises.

ARTICLE 15:
ABATEMENT

Except as otherwise specifically provided herein, there shall be no abatement or reduction of the Rent or any other amounts payable by Tenant under the provisions of this Lease for any reason including, but without limiting the generality of the foregoing: (a) by reason of any damage or destruction of the Premises whether caused by fire, condemnation or other matters like or unlike the foregoing or during any period of repair or restoration, or (b) by reason of diminution of the amount of usable space caused by legally required changes in the construction, equipment, operation or use of the Premises.

It is the intention of the parties that any present or future law to the contrary shall not alter this agreement of the parties.

ARTICLE 16:
SURRENDER BY TENANT

On the expiration or earlier termination of the Term, Tenant shall peaceably and quietly leave, surrender and deliver up to Landlord the Premises together with any fixtures thereon and any appurtenances thereto or used in connection therewith; provided, however, that Tenant may remove therefrom any personal property of Tenant or those claiming by, through or under Tenant and the Trade Fixtures removable by Tenant pursuant to the provisions of Section 3.3. Such property shall be removed by Tenant by the date of the expiration of the Term or within 10 days after the earlier termination of the Term. All such property not so removed shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed and otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account therefor.

ARTICLE 17:
SUBORDINATION, NON-DISTURBANCE, ATTORNMENT AND QUIET ENJOYMENT

Section 17.1: Subordination, Non-Disturbance and Attornment. This Lease shall be subject and subordinate to all deeds of trust, mortgages, trust indentures and other encumbrances affecting the Building or any interest therein and given to secure any indebtedness (any of which shall be referred to herein as a "Prior Encumbrance") and to all renewals, modifications, consolidations, replacements and extensions of a Prior Encumbrance. Notwithstanding the foregoing subordination to Prior Encumbrances, so long as Tenant is not in default under this Lease, Tenant's possession of the Premises and Tenant's rights under this Lease shall not be disturbed by the exercise of any rights of a beneficiary, mortgagee, trustee or holder of any indebtedness secured by a Prior Encumbrance (any of whom or which shall be referred to as "Secured Party") except as set forth below. Tenant agrees that in the event any Secured Party obtains title to the Building as a result of any enforcement or foreclosure of the lien of a Prior Encumbrance, Tenant will attorn to such Secured Party and recognize such Secured Party as Tenant's landlord under all of the terms and provisions of this Lease except that such Secured Party shall not be: (a) liable for any act or omission of any prior Landlord or (b) subject to any offsets or defenses which Tenant might have against any prior Landlord or (c) bound by any payment of the Rent or any other amounts payable by Tenant hereunder which Tenant might have paid for more than one month in advance to any prior Landlord or (d) bound by any amendment or modification of this Lease made without the consent

of such Secured Party. The provisions of this Section 17.1 shall be self-operative and no further documents shall be required to make such provisions effective. Tenant, nevertheless, agrees to execute any documents reasonably requested by a Secured Party evidencing the provisions of this Section 17.1, which documents may, among other things, require Tenant to notify a Secured Party of any defaults by Landlord under this Lease, to make payments of the Rent and other amounts payable by Tenant hereunder directly to a Secured Party upon proper notice after default by Landlord under this Lease and to allow a Secured Party a reasonable time to cure any defaults by Landlord under this Lease after Landlord's failure to do so.

Section 17.2: Quiet Enjoyment. Landlord covenants that, if and so long as Tenant pays the Rent and other amounts payable by Tenant under this Lease and performs all the obligations of Tenant hereunder, Tenant shall quietly enjoy the Property, subject, however, to the terms of this Lease, and any lease of the upper portion of Unit 2.

ARTICLE 18:
DEFAULTS OF TENANT; RIGHTS AND REMEDIES OF LANDLORD

Section 18.1: Defaults of Tenant. The following shall constitute defaults of Tenant hereunder:

(a) failure to pay the Rent within 5 days after the due date thereof;

(b) failure to pay any amounts payable by Tenant under the provisions of this Lease other than the Rent for a period of 10 days after written notice that the same are due and payable;

(c) failure to perform any covenant, obligation or agreement of Tenant hereunder (other than the payment of the Rent or any other amounts payable by Tenant under the provisions of this Lease) for a period of 30 days after written notice, except that if such performance cannot be completed within such period, Tenant shall not be in default if Tenant shall commence such performance within such period and shall thereafter prosecute the same with diligence and continuity;

(d) any Transfer or Mortgage not permitted hereunder;

(e) any default under any promissory note given by Tenant to the order of Landlord in connection with Landlord's financing of the Tenant Finish Work (if any);

(f) the issuance of any attachment, execution or other process against Tenant whereby the Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant unless such process shall be discharged within 30 days;

(g) any of the following actions taken by or against Tenant: (i) applying for the appointment of a receiver, trustee of liquidator of Tenant or of a substantial part of Tenant's assets; (ii) making a general assignment for the benefit of creditors; (iii) the voluntary filing of a petition in bankruptcy, a petition seeking reorganization under any bankruptcy or insolvency law, a petition seeking an arrangement with creditors or a petition seeking to take advantage of any insolvency law; or (iv) the involuntary filing of any of the foregoing petitions unless the same shall be discharged within 60 days after the filing thereof; or

(h) Tenant's uncured default under either of the Units or Unit 6, which leases are executed the same date as is this Lease.

Section 18.2: Rights and Remedies of Landlord. In the event of Tenant's default hereunder and without limiting any other rights of Landlord at law or in equity, Landlord shall have the following rights at Landlord's option at any time thereafter and while any such default shall continue:

(a) Landlord may terminate this Lease and all of Tenant's rights hereunder by giving written notice of Landlord's election to terminate to Tenant, which notice shall specify the date of such termination. Upon termination of this Lease by Landlord as provided in this Section 18.2(a) or elsewhere in this Lease, all rights granted Tenant hereunder shall cease and determine and Tenant hereby covenants to yield up and surrender peaceably and quietly to Landlord the Premises in the manner required by Article 16, free and clear of any claim whatsoever of Tenant. If Tenant fails to so yield up and surrender the Premises, Landlord may enter and take possession of the Premises without process of law or through a suit or proceeding using such force as is necessary to dispossess Tenant or any other occupant of the Premises. Tenant further agrees to execute and deliver to Landlord such instrument or instruments as shall be required by Landlord to properly evidence termination of Tenant's rights hereunder. In the event of termination of this Lease as provided in this Section 18.2(a) or elsewhere in this Lease, Tenant shall remain liable to Landlord for all the Rent and other amounts payable by Tenant under the provisions of this Lease which are accrued and unpaid as of the date of termination. In the event of termination of this Lease as provided in this Section 18.2(a) because of Tenant's default under the provisions of Section 18.1, Tenant shall also be liable to Landlord for the worth, at the time of termination, of the excess, if any, of the Rent and the other amounts payable by Tenant under the provisions of this Lease for the balance of the Term as reasonably estimated by Landlord over the then reasonable rental

value of the Premises for the balance of the Term, discounted to present value utilizing the legal rate of interest then in effect.

(b) Landlord may, without terminating this Lease, but subject to the provisions hereinafter set forth in this Section 18.2(b), enter and take possession of the Premises without process of law or through a suit or proceeding using such force as is necessary to dispossess Tenant or any other occupant of the Premises. After such reentry, Landlord may make alterations to the Premises in such manner as Landlord may deem desirable or advisable and may relet the Premises, or any part thereof, for the whole or any part of the remainder of the Term in Landlord's name or as agent of Tenant and collect the rentals arising from such reletting. Out of any rentals so collected or received, Landlord shall make the following payments in the following order of priority: (i) to Landlord for the expense and cost of repossessing the Premises; (ii) to Landlord for any expense sustained in securing any new tenant or tenants; (iii) to Landlord for any balance remaining on account of the liability of Tenant to Landlord for the Rent or any other amounts payable by Tenant under the provisions of this Lease; and (iv) any amount remaining after the first three payments described above to Tenant. If the rentals so collected by Landlord are not sufficient to satisfy the full amount of the first three payments described above, the balance of the deficiency shall be paid by Tenant on the dates the Base Rent is payable hereunder. Tenant agrees to be and remain liable for any such deficiency and the liability of Tenant shall remain, whether or not there is a reletting.

(c) If Tenant shall default in making any payment required to be made by Tenant hereunder other than payments of the Rent or shall default in performing any other obligations of Tenant hereunder and such failure shall continue after lapse of the applicable notice periods, Landlord may, but shall not be obligated to, make such payment or expend such sum as may be necessary to perform such obligation. All sums so paid or expended by Landlord, with interest thereon at the annual rate of 24 percent from the date of each such payment or expenditure shall be payable by Tenant upon demand of Landlord. No payment or expenditure under the provisions of this Section 18.2(c) shall be deemed to be a waiver of the underlying default nor shall it affect any other remedy of Landlord.

Section 18.3: No Waiver. The receipt of payment from Tenant by Landlord, with knowledge of any default of Tenant, shall not be deemed to be a waiver of any provision of this Lease. No failure of Landlord to enforce the provisions of this Lease upon any default by Tenant shall be construed as creating a custom of deferring payment or as modifying in any way the terms of this Lease or as a waiver of Landlord's remedies under this Lease or of Landlord's right to enforce the provisions hereof for any subsequent default.

ARTICLE 19:
GENERAL PROVISIONS

Section 19.1: Notices. All notices, demands and communications hereunder shall be served or given by actual delivery to Landlord or Tenant or sent by certified mail, return receipt requested, postage prepaid and addressed to Landlord or Tenant at the address of such party set forth in the introductory paragraph of this Lease or to such other address as either party shall notify the other party of by written notice. Any notice sent by mail as set forth above shall be deemed served or given three business days after deposit in any receptacle maintained by the United States Postal Service.

Section 19.2: Estoppel Certificates. Landlord and Tenant agree at any time and from time to time, so long as this Lease shall remain in effect, within 10 days after receipt of a written request and form of proposed certificate from the other party, to execute, acknowledge and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); that there are no uncured defaults hereunder by either party, if such is the fact; and otherwise specifying such defaults in detail; and the dates to which the Rent and other amounts due under this Lease have been paid, it being intended that any such statements delivered pursuant to this Section 19.2 may be relied upon by any existing or prospective Mortgagee, by any prospective Transferee, by any existing or prospective Secured Party or by any prospective purchaser of Landlord's interest in the Premises or this Lease. The failure to deliver such certificate within such time shall be conclusive upon the party requested to deliver such certificate that this Lease is in full force and effect, without modification except as may be set forth in the requesting party's proposed certificate and that there are no defaults of the requesting party hereunder except as may be set forth in the requesting party's proposed certificate.

Section 19.3: Attorneys' Fees. In the event of any litigation between the parties hereto concerning this Lease and the enforcement hereof, the prevailing party in such action, as determined by the Court in such action, shall be entitled to receive from the other party all reasonable costs and expenses of the prevailing party, including, but not limited to, attorneys' fees incurred by the prevailing party in such action in the amount determined by the Court in such action.

Section 19.4: Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be

added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Section 19.5: Entire Agreement. This Lease and the Exhibit(s) attached hereto contain the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

Section 19.6: Headings. The article and section headings are inserted only as a matter of convenience and shall in no way define, limit or prescribe the scope or intent of this Lease or in any way affect the interpretation hereof.

Section 19.7: Binding Effect. Subject to the provisions of Article 13, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, devisees, personal representatives, successors and assigns.

Section 19.8: Governing Law. This Lease shall in all respects be governed by and construed under the laws of the State of Colorado.

Section 19.9: No Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any other association between the parties other than Landlord and Tenant.

Section 19.10: Landlord's Liability. The term "Landlord" as used in this Lease so far as covenants or obligations on the part of Landlord are concerned shall be limited to mean and include only the owner or owners at the time in question of the fee of the Building or the Premises and, in the event of any transfer or transfers of the title to such fee, the Landlord herein named (and in the case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; provided that any funds in the hands of Landlord or the then grantor at the time of such transfer in which Tenant has an interest shall be delivered to the grantee, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord shall be binding upon Landlord, Landlord's heirs, devisees, personal representatives, successors and assigns only during and in respect to their respective successive periods of ownership.

Section 19.11(a): Brokers. If either Landlord or Tenant has incurred any obligation, contingent or otherwise, for broker's or finder's fees with respect to the matters provided for in this Lease, both parties, the Landlord and the Tenant, shall be responsible therefor. Each party agrees to split (pay equal amounts) of the Broker's commission.

Section 19.11(b): Brokers. David Dantas is a licensed Real Estate Broker in Colorado.

Section 19.12: Security Deposit. Tenant shall deposit with Landlord upon the execution of this Lease, and keep on deposit with Landlord at all times during the Term, the sum of $1700 (the "Security Deposit"). The Security Deposit is security for the performance of Tenant's obligations under this Lease. Landlord shall have the right to commingle the Security Deposit with other funds of Landlord. In the event the Security Deposit has not been utilized as described above, the Security Deposit, or as much thereof as has not been utilized for such purposes, shall be refunded to Tenant within 60 days after the end of the Term provided that Tenant has fully performed Tenant's obligations under this Lease. Landlord shall deliver the Security Deposit to the assignee of Landlord's interest in the Premises in the event such interest be transferred, and thereupon, Landlord shall be discharged from further liability with respect to the Security Deposit. Notwithstanding the above provisions of this Section, if claims of Landlord exceed the Security Deposit, Tenant shall remain liable for the balance of such claims. Tenant shall not assign or encumber or attempt to assign or encumber the Security Deposit except that Tenant may assign such deposit in the event of a transfer of Tenant's entire interest in this Lease permitted under the provisions of Article 13.

Section 20: Last Month's Rent Tenant shall deposit with Landlord upon the execution of this Lease, and keep with Landlord at all times during the Term, the sum of $1700 (the Last Month's Rent).

Section 22: Signage. Tenant is authorized to place or install signage so long as it conforms to the provisions of the Land Use Decision V-18-06, approved by the Town of Eagle, Community Development Directors, dated November 27, 2018.

EXECUTED by each party as of the date first set forth above.

LANDLORD:
K A Chambers LLC
a Colorado limited liability company or assigns

By:_____

TENANT:
Mauka Poke Bar LLC

By:_____
Stephen Barczy

By:_____
Kira Barczy
Kira Carlton

PERSONAL GUARANTY

The undersigned hereby guarantees the timely performance and payment of all obligations of Tenant to Landlord, under this Lease.

Stephen Barczy

_____
Stephen Barczy

Kira Barczy

_____

Kira Barczy
Kira Carlton

BEFORE THE TOWN OF EAGLE LIQUOR LICENSING AUTHORITY

200 BROADWAY
PO BOX 609
EAGLE CO 81631

FINDINGS AND ORDER APPROVING NEW LICENSE

IN THE MATTER OF

Beer and Wine License
Mauka Poke Bar LLC
Address: 700 Chambers Avenue Unit A4

Having considered the application of Kira Carlton (Barczy) and Stephen Barczy Owners of Mauka Poke Bar LLC for a Beer and Wine License, and all attachments submitted therewith (the "Application"), having held a public hearing on the Application on October 26, 2021, following due and proper notice, all in accordance with the Colorado Liquor Code, 44-3-101 et seq., C.R.S., and having considered all relevant and competent evidence admitted at the said public hearing, the Local Licensing Authority FINDS AS FOLLOWS:

1. There has not been a denial of an application at the same location by either the State or Local Licensing Authority within two (2) years preceding the date of the application.
2. The Applicant has submitted evidence that they are entitled to possession of the premises where the license is proposed to be exercised.
3. The premises where the Applicant proposes to sell alcohol is not in violation of the 500-foot limitation from any public or parochial school or the principal campus of any college, university or seminary.
4. The premises are properly zoned for the activity which will occur therein. Approval has or will be provided by the Building Official and Planning Department prior to issuance of State and Local Licenses.
5. The applicant has provided evidence via petition that the reasonable requirements of the neighborhood and the desires of the adult inhabitants of the neighborhood are not currently being met by existing outlets.
6. No undue concentration has been determined with the current class of license and does not require additional law enforcement resources as presented.

BASED UPON THE FOREGOING, THE LOCAL LICENSING AUTHORITY HEREBY ORDERS that the application of Kira Carlton (Barczy) and Stephen Barczy Owners of Mauka Poke Bar LLC for a Beer and Wine License is hereby GRANTED.

DATED this 26th day of October 2021

LOCAL LIQUOR LICENSING AUTHORITY
TOWN OF EAGLE

_____
Scott Turnipseed, Chair

ATTEST:

_____
Jenny Rakow, Town Clerk

PUBLIC NOTICE
TOWN OF EAGLE
APPLICATION – BEER & WINE LICENSE

Notice is hereby given that the Town Council, acting as the Local Liquor Licensing Authority, shall hold a public hearing on the application of **MAUKA POKE BAR LLC** dated September 17, 2021, requesting a Beer & Wine License, located at 700 Chambers Avenue Unit A4, Eagle, Colorado 81631. Said hearing will be held on Tuesday, October 26, 2021 at 6:00 p.m. during a Town Council meeting held either virtual or at the Eagle Town Hall, 200 Broadway. All persons interested in the aforementioned application may appear before the Town Council and present testimony or may submit written correspondence to the Eagle Town Clerk, at clerk@townofeagle.org or PO Box 609 Eagle CO 81631.

By: **Jenny Rakow**
Town Clerk

Published: October 7th, 2021 Eagle Valley Enterprise

To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: October 26, 2021

Agenda Item: Municipal Broadband Project Update

REQUEST:

Staff is requesting that the Town Council review a presentation on the status of the municipal broadband project and updated term sheet from Alpine Bank.

INTRODUCTION:

The Town's municipal broadband project has been ongoing since 2018 when the NWCCOG proposed THOR, a middle-mile fiber ring that has since served several communities in the region. The Town has completed incremental steps along the way to construct a town-owned broadband network and fiber to serve its facilities. The last time staff provided an update on the municipal broadband project was December of 2020. Since then, staff has worked to execute grants, construct infrastructure, agreements, and is now a middle mile service provider with a few customers.

The next milestone for the project was to secure financing that would enable the Town to provide fiber to the community on a larger scale. To do that, the Town Council directed staff to secure bids for the construction and network design. The Town Council felt that it was necessary to have an accurate picture of the proforma, costs, and financing for the project. The staff has completed these steps and can provide a comprehensive update on the Town's municipal broadband project. The broadband team includes Uptown, Northland Securities, Alpine Bank, Dinsmore & Shohl, and staff. The team has included information in the packet with the final broadband package for Town Council's consideration.

ANALYSIS:
Since this is a multi-year project from 2018, provided below are the milestones that the Board of Trustees and Town Council have approved over the last 3.5 years to provide context for how far the organization has come:

Summary of the Process:

July 6, 2018,	Initial BOT THOR presentation from the NWCCOG
July 24, 2018	BOT approves letter of support for DOLA grant funding for THOR
November 27, 2018	CenturyLink attends BOT meeting to discuss issues and Franchise Agreement
January 2019	Eagle County, Gypsum, and Eagle contract with HRGreen to conduct an initial first phase feasibility study of community broadband with proforma
February 12, 2019	HRGreen presented the outcomes of a feasibility study to the BOT
February 26, 2019	Staff provided an update on THOR and HRGreen report

March 12, 2019	Draft THOR Agreement presented to the BOT for feedback and options for community broadband with pros and cons
August 27, 2019	The BOT approved a Professional Services Contract to hire Uptown to conduct an assessment and feasibility study for municipal broadband
December 10, 2019	Staff presented a final draft of the feasibility study to the BOT
May 7, 2020	The BOT approved a 1% increase to the Holy Cross Energy Franchise fee to support broadband per the recommendations provided in the proforma
April 14, 2020	The BOT approved a DOLA grant to construct the telecom shelter at Public Works and fiber extension along Chambers Avenue
September 8, 2020	The Town Council approved a broadband reimbursement resolution for broadband expenses to be repaid once financing is secured
October 13, 2020	Town Council approved a resolution directing staff to move forward with the actions to pursue construction and financing of the broadband system and operate it through a TABOR Enterprise
December 1, 2020	The Town Council received an update on broadband at a work session to review the proforma and gave staff direction to vet design, construction bids, and financing
January 12, 2021	Staff provided draft financing and Utility Enterprise ordinances for the official creation of the Broadband Utility
March 23, 2021	The Town Council approved the Utility Enterprise via ordinance
July 13, 2021	The Town Council approved an IGA with the City of Glenwood Springs to provide broadband back office support for the municipal broadband
October 19, 2021	The Town received full credit approval for the municipal broadband construction

Fast forward to October 26, the next step is for the Town Council to review the credit approval provided by Alpine Bank and project update. The terms are attached to this report. The staff is proposing the following options for the Town Council to consider:

> Option One – Move forward with the financing terms and work with Alpine Bank and bond counsel to finalize the financing so that staff can begin construction with the firm that was approved this year.
>
> Option Two – Do not move forward with the financing terms and only provide middle-mile THOR access to ISPs and invest in utilizing THOR for the organization's needs and smaller one-time projects.

Staff can only provide these two options because a phased approach or only becoming a middle mile service provider for ISPs was not financially feasible according to the Assessment and Feasibility Study conducted in 2019.

COMMUNITY INPUT:

Community input is not required with this presentation.

BUDGET / STAFF IMPACT:

This proposal does have a financial and staffing impact and that summary is provided in the supporting documents.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the strategic goals provided below:

Match Infrastructure to the Quality of Life – Developing and implementing broadband solutions is an action item identified that accomplished this strategic goal. The financing for the project is the last milestone in the planning process for the project. Financing facilitates construction and services.

Stimulate Economic Vitality and Development – Broadband supports local businesses and the Zoom economy that is present in the Town of Eagle. Additional ISPs create competition and give residents more options. Broadband is an important factor when businesses look at investing in a community.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to direct staff to proceed with option one or two.

Or bring the proposal back if the Town Council needs more information or time.

ATTACHMENTS:

- October 26, 2021 Muni Broadband Financing Update
- October 20, 2021 Term Sheet Broadband – Town of Eagle Utility Enterprise
- October 26, 2021 Town Council Muni Broadband Proforma & Construction Update

TOWN OF EAGLE UTILITY ENTERPRISE BROADBAND & WASTEWATER

October 26, 2021

"all things come to those who wait" (Lady Mary Montgomerie Currie)





Broadband Financing Update

- First a brief history/recap of events:
  - The Covid-19 Pandemic altered the public finance lending landscape resulting in a limited audience interested in lending to a broadband only project.
  - A utility enterprise was formed to include broadband and wastewater to facilitate secondary support, if needed, for the repayment of the broadband obligations.
  - It was determined the current wastewater obligations must be refinanced to facilitate the secondary support, which was required from the lenders.
    - Due to the prepayment provisions, Council was informed cash contributions would help facilitate the wastewater loan refinancing.
  - Alpine Bank, an engaged and thoughtful partner from the beginning, stepped up their commitment to include both the broadband financings as well as the two wastewater refinancings required to provide the secondary support.
- Ultimately the timing, while not planned, resulted in finding the ideal partner.
  - On Tuesday, October 19 we received final credit approval to fund the broadband project and refinance two existing wastewater loans at terms consistent with our initial and ongoing expectations.

Terms & Provisions

- The following information is credit-approved by Alpine's senior credit committee. Some terms may be negotiated during documentation while other changes, considered substantive, may require additional review and credit approval.
- Broadband Bond
  - 20-year repayment | principal amortizes for 16 years | prepayment allowed in year 8
  - 3% interest rate, inline with expectations
- Broadband working capital note
  - 10-year repayment | 2 draws | repayment begins in year 6
  - 2.75% interest rate, below initial expectations
- Wastewater Refunding Bond (Series 2007 Wastewater Loan)
  - 7-year repayment | full amortization | prepayment allowed in year 4
  - 2.75% taxable interest rate due to current IRS refunding limitations
  - $510,000 cash contribution
- Wastewater Refunding Bond (Series 2011 Wastewater Loan)
  - 10-year repayment | full amortization | prepayment allowed in year 5
  - 2.25% tax-exempt interest rate
  - $50,000 cash contribution

Eagle
205 E Chambers Ave
P.O. Box 70
Eagle, Colorado 81631
Phone - 970-748-5731
Fax – 970-328-7210

October 22, 2021

Town of Eagle
200 Broadway
Eagle, CO 81631

Re: Utility Enterprise

Dear Brandi Reiter and Troy Bernberg,

Alpine Bank (the "Bank") is pleased to provide the following terms and conditions under which Alpine Bank shall consider providing the below described bond funding pursuant to your request for bond financing. Please note that this correspondence represents a prospective bond term sheet only, and that the following terms, and all information pertinent to the Bond, are subject to Alpine Bank's full review and approval, including by its lending committee, in the Bank's sole and absolute discretion and the terms may be modified accordingly.

Borrower: Town of Eagle Utility Enterprise

Bond Amount: The Bond amount shall not exceed $11,689,825 for the Broadband Activity System Revenue Bonds and $6,380,000 for the Wastewater Activity System Revenue Bonds.

These funds will be distributed as follows:

$10,735,000 will be repaid as a 20 year tax exempt bond. The first four years of interest will be placed in an account at Alpine Bank and will be used to cover the interest payments. The capitalized interest is estimated at $1,288,200. Principal and interest payments will start in year five.

$954,825 is considered a working capital taxable bond. This bond will be funded in two draws. The first draw is assumed to be in the first year for an approximate amount of $632,920. The second draw is assumed to be in year two in the approximate amount of $321,905. There will be no payments until year five. The accrued interest and principal will then be repaid based on a five year amortization.

$5,615,000 taxable bond is to refinance the existing 2007 CWRPDA loan, with a 2028 final maturity.

$765,000 tax exempt bond to refinance the existing 2011 CWRPDA loan with a 2031 final maturity.

Purpose: Funds will be used to finance Broadband Activity Bonds and Wastewater Activity Bonds used for the purpose of infrastructure improvements, working capital, refinance current debt and to pay the cost of issuance.

Term:
Broadband Infrastructure bond ($10,735,000) - There will be a four year interest only construction period. The bonds will then convert to fully amortizing over the next 16 years with principal and interest due and payable semi-annually due June 1 and December 1. Alpine Bank will also consider monthly or quarterly payments.

Debt Service Reserve: A debt service reserve will be set up with Alpine Bank for an amount to service the interest payments for the four year interest only portion of the infrastructure bond. The reserve shall have an amount equivalent to four years interest payments or approximately $1,288,200 to start.

Working capital bond ($954,825) - The first draw is assumed to be in the first 12 months for an amount approximately $632,920. The second draw is assumed to be in the second 12 months in the amount of approximately $321,905 or the balance of the loan amount. There will be no payments until the fifth year. The accrued interest and principal will then be repaid based on a five year amortization.

Bond Fee: There will be no bond origination fee for the Broadband Bonds. See additional expenses.

Prepayment:

Broadband Revenue Bond:

- This bond cannot be refinanced or paid off during the capitalized interest period, although the Town (Utility Enterprise) may pay down the outstanding balance with grant funds, if applicable, during that time.
- Following the capitalized interest period, the Broadband Revenue Bond will have an eight year "optional redemption" or call at par (100%).

Wastewater Revenue Refunding Bond (2007 CWRPDA), 2028 final maturity:

- This bond will have a four year "optional redemption" or par call.

Wastewater Revenue Refunding Bond (2011 CWRPDA), 2031 final maturity:

- This bond will have a five year "optional redemption" or par call.

In each instance the call date will be on a principal payment date, and on any date thereafter. The principal amount maturing after the call date (not on the call date) will be eligible to be called ("callable bonds").

Interest Rate: Fixed interest rate for the Broadband Infrastructure Bond for the full 240 months at 3%, computed on an Actual/360-day simple interest basis. The above-stated interest rate is assumed to be a tax-exempt rate.

Fixed interest rate for the Broadband Working Capital Bond for the full 120 months at 2.75%, computed on an Actual/360-day simple interest basis. The above-stated interest rate is assumed to be a taxable rate.

Fixed interest rate for the refinance of the 2007 CWRPDA Bond ($5,615,000) for the full term at 2.75%, computed on an Actual/360-day simple interest basis. The above-stated interest rate is assumed to be a taxable rate.

Fixed interest rate for the refinance of the 2011 CWRPDA Bond ($765,000) for the full term at 2.25%, computed on an Actual/360-day simple interest basis. The above-stated interest rate is assumed to be a tax-exempt rate.

Collateral: The Bonds will be payable from and secured by a net revenue pledge of the Utility Enterprise. Such pledge shall be perfected by resolution of the Borrower.

Funding Conditions:

1) Funding of Bond is conditioned upon satisfactory review by Alpine Bank's counsel of all bond documents as well as delivery of an unqualified opinion by nationally recognized bond counsel regarding the validity and enforceability of the Bonds and tax status to Alpine Bank.

2) Alpine Bank will engage Garfield and Hecht, P.C. as its counsel for purposes of providing legal review of the transaction and related documentation. Borrower will pay such counsel fees.

3) Alpine Bank will require operating cash deposits of the Town of Eagle to be held with Alpine Bank throughout the term of the bond

4) There will be a debt service ratio required at a minimum of 1:1.

5) Map of the service area.

Additional Expenses: Borrower shall pay all of the bank's expenses incurred in connection with providing the funding for the bonds.

Representation of Borrower: These terms are issued in response to an application for a bond and cannot be amended except with the written approval of both parties. When these terms and conditions differ from the terms and conditions of the Bond requested, the terms of this letter shall control. Borrower represents and warrants to the bank that all of the information, which has been submitted to the bank in connection with this Bond, is true, accurate, and complete at the time of submission. Borrower will immediately notify the bank in writing of any material changes prior to Bond funding. Alpine Bank's obligations hereunder are expressly conditioned upon the truth, accuracy, and completeness of all information submitted with respect to this Bond.

General Conditions: The bank's obligations under these terms are subject to the review and approval of the Bank and its counsel of all reports, examinations and inspections required by the bank in connection with this Bond. The bank reserves the right to revoke these terms in the event of a material adverse change in the Collateral, the Property, or the financial condition of the Borrower or any Guarantor. The terms outlined in this letter are for discussion purposes only and the final terms will be outlined in the Bond documents executed by Borrower and Alpine Bank.

Expiration: This term sheet shall automatically expire on December 22, 2021 if not withdrawn prior thereto.

To accept these terms please sign below.

Date:

Name:

Signature:

Sincerely,

Grant Murphy

Digitally signed by Grant Murphy
DN: cn=Grant Murphy, o=Alpine Bank, ou=Eagle, email=grantmurphy@alpinebank.com, c=US
Date: 2021.10.22 11:26:04 -06'00'

Grant Murphy
Vice President
Alpine Bank Eagle

Broadband Update

for

The Town of Eagle

October 26, 2021

Uptown Services, LLC
Dave Stockton & Neil Shaw, Principals

BROADBAND UPDATE

- Eagle County Thor Connection
  - Construction completed by Lightworks (new FTTP contractor)
  - Circuit activated by Mammoth Networks (Thor contractor)
  - Service accepted by the County (invoicing to start)
- Meet Me Center Relocation to Public Works
  - Fiber network constructed from Eby Creek to Public Works
  - New telecom shelter placed at public works
  - Shelter turn up and activation estimated for EOY
  - Thor network cutover from Town Hall to new shelter being planned now
  - Thor cutover expected in Q1 2022
- Fiber to the Home System Design
  - System design completed
  - Ready for joint walkout with Lightworks, public works and construction manager
  - Walk out on hold pending project go-ahead decision

PRO FORMA CHANGES SINCE JUNE UPDATE

Since the June update to the Town Council, the following pro forma updates reflect actual and or recommended cost input changes…

Line Item	Source of Input Cost	Before / After	$ Impact
Working Capital Loan Interest Rate	Proposal received from Alpine Bank (versus Citywide Banks)	3.5% → 2.75%	↓ $
OSP Construction Cost	Lightworks field study – increased cobble percentage from 20% to 50%	$1,550* → $1,611/passing	↑ $
OSP Construction Cost	Reduction in initial build passings	2,373 → 2,318 passings	↓ $
Network Design Fees**	Network design completed	$7,000 → $2,500/mile	↓ $
Wastewater Fund Higher Interest Cost**	Proposal received from Alpine Bank	$0 → $500,000 higher interest expense ($50k/year for years 11-20)	↑ $

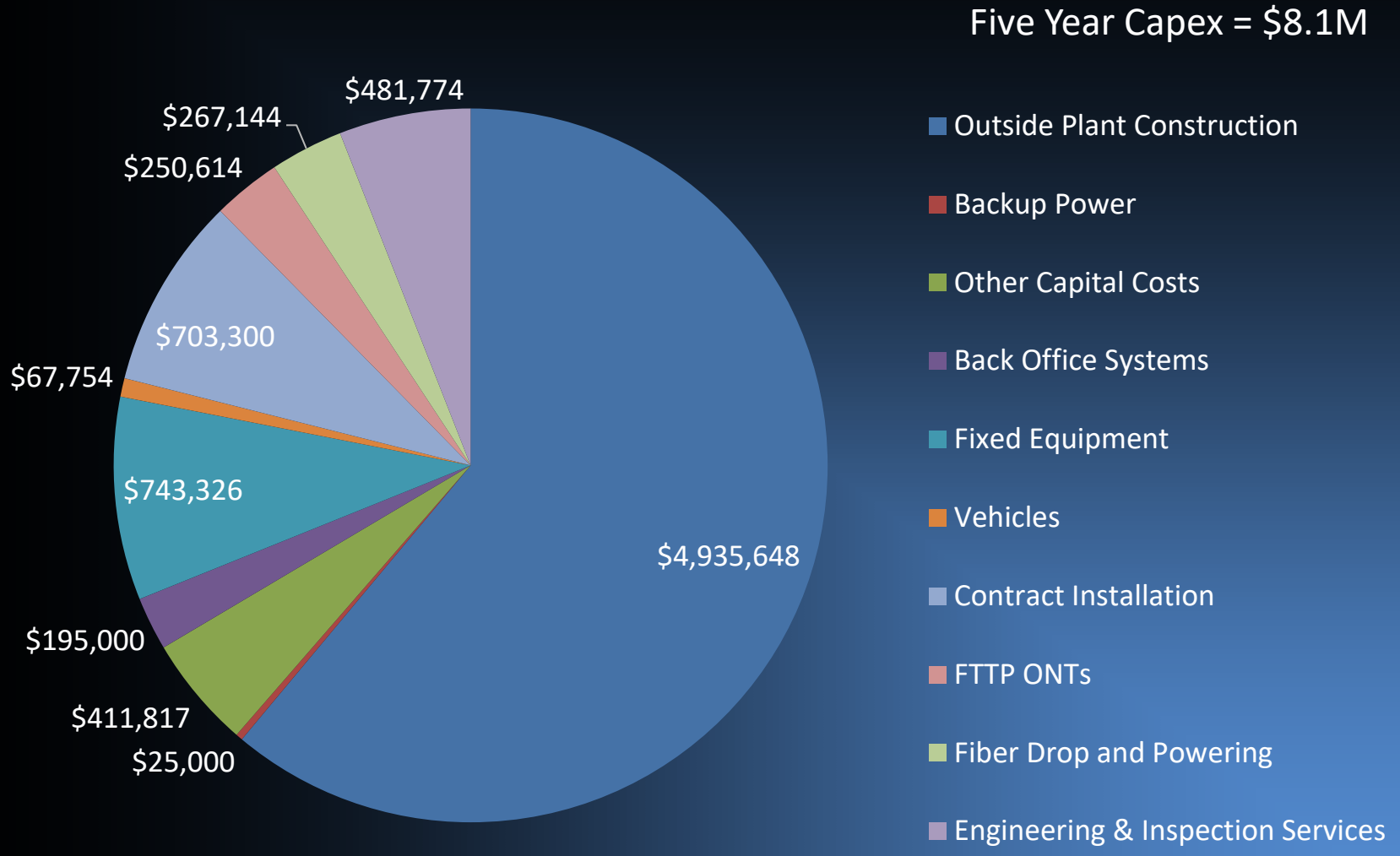
*Labor plus materials **Recent changes that were included in the June update

SUMMARY FINANCIAL METRICS

Input/Outcome	Dec. 2020 Update 46% Take Rate w/ 20% Cobble	Oct. 2021 Update 46% Take Rate w/ 50% Cobble and Alpine Terms	Oct. 2021 Update 46% Take Rate w/ 50% Cobble and $1.7M Grant
Scenario	**#1**	**#2**	**#3**
Year 1 Residential Passings	2,374	2,318	
Annual GF Contribution	$50k (Years 1-10)		
HCE Franchise Fee of 1%	$44k (Year 1)		
Long Term Bond Amount	$9.6M	$10.735M	$8.7M
Long Term Bond Interest Rate	3.0%		
Working Capital Loan	$1.0M	$0.950M	
Town Equity / ARPA Grant	$0.5M / $0		$0.5M / $1.7M
Total Funding	**$11.1M**	**$12.1M**	**$10.1M**
Net Cash – Year 20	$2.1M	$0.9M	$1.7M
Project Break Even	**17 Years**	**18 Years**	**15 Years**
Minimum Cumulative Cash	**$750k**	**$1.4M**	**$2.0M**

Backup Slides

N BASELINE CAPEX – YEARS 1-5



N FUNDING SOURCES & KEY METRICS

1. Long Term Bond
   - Single round of financing (Year 1) via 20-year tax exempt revenue bond
   - Interest rate of 3.0% and 4 years interest of capitalized interest
   - 2.0% issuance, $0 reserve requirement
2. Working Capital Loan
   - Provides funding until operating income goes positive in Year 3
   - 10 year term with interest rate of 4.0%
   - Interest accumulates over first 5 years with Year 6 balloon payment
   - Level payments begin in Year 6 and complete in Year 10
3. Town Equity
   - Annual General Fund transfer of $50,000 for Years 1-10
   - As equity no imputed interest expense
4. Holy Cross Electric additional 1% franchise fee ($44,000)

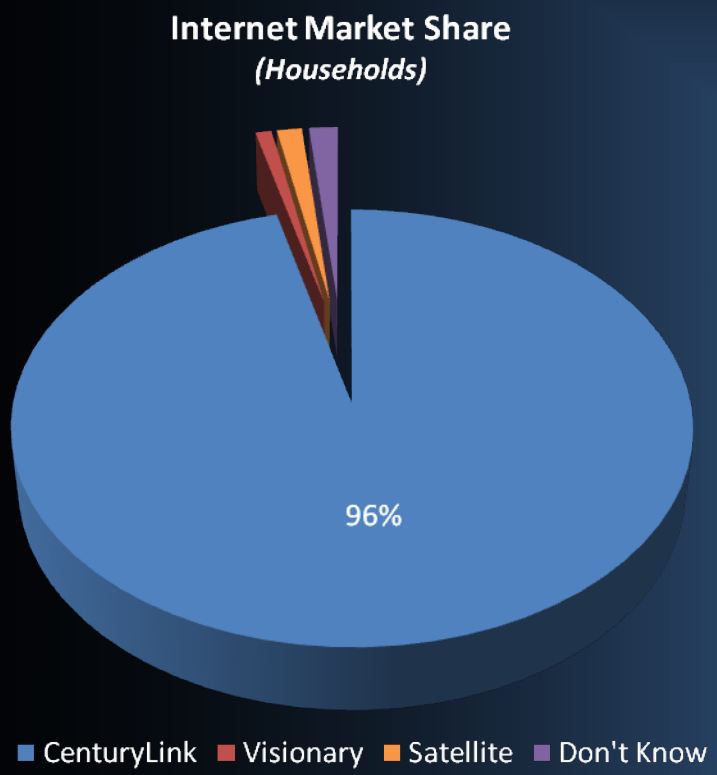
- Summary Financial Metrics
  - Net Cash Year 20: Cumulative cash balance less outstanding liabilities (excluding equity) of the project in Year 20
  - Project Break Even: Year in which the net cash position above goes positive (excluding equity and the HCE franchise fee increase)
  - Minimum Cumulative Cash: The lowest project cash balance over the 20 year period

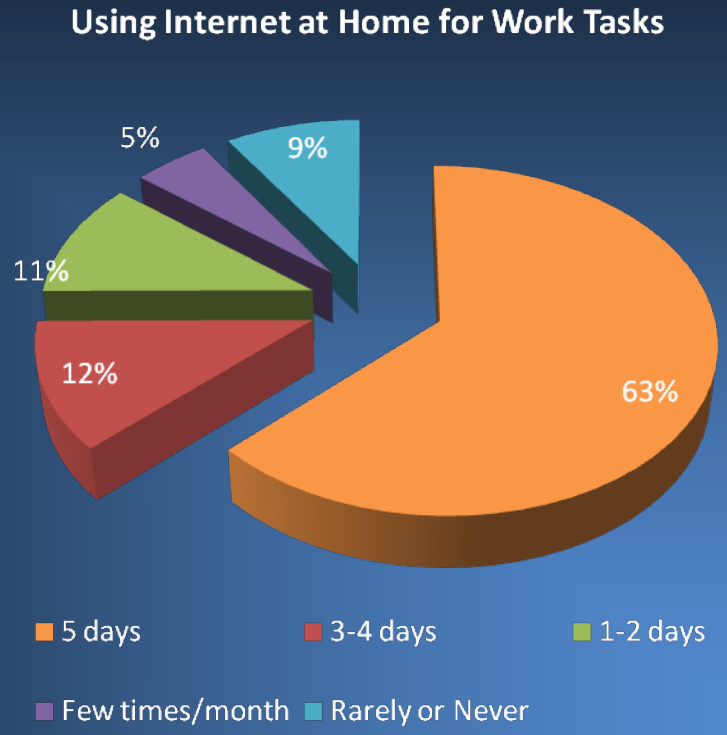
N IMPLEMENTING A FTTP PLAN

- Financing – Estimated 60 days
- System Design – Estimated 120 days
  - Determine service area prioritization
  - Finalize primary backbone and feeder routes
  - Finalize pole attachment process
  - Complete all related system design steps (survey, engineering, plans and specifications)
- Finalize Construction Firm Selection – Estimated 60 days
  - Interview finalists for RFP
  - Select winning contractor and negotiate contract
  - Prepare for construction start in spring
- General Implementation Tasks – Ongoing
  - Issuing other remaining bids and RFPs for materials, equipment, systems and services
  - Staffing for Town resources
  - Operationalizing partnership with Glenwood Springs
  - Managing pole attachment process with HCE

PRE-COVID INTERNET SERVICE USAGE

- 97% of Eagle households subscribe to a wired Internet connection at home
- CenturyLink has 96% market share
- **Prior to COVIV-19, nearly 2 in 3 households used their home Internet service to perform job tasks 5 or more days per week**

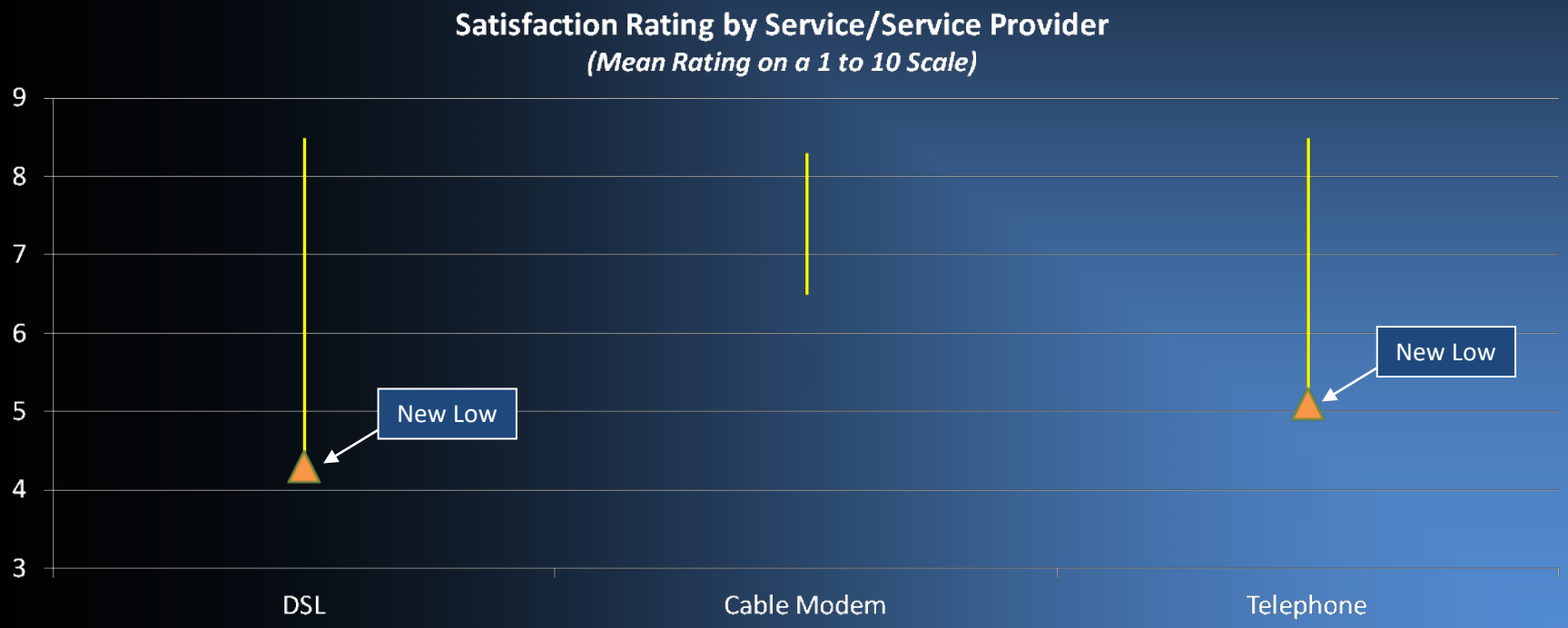




SATISFACTION RATING BENCHMARKS

The chart below compares the results of this study with over 30 other markets where Uptown has completed similar quantitative research:

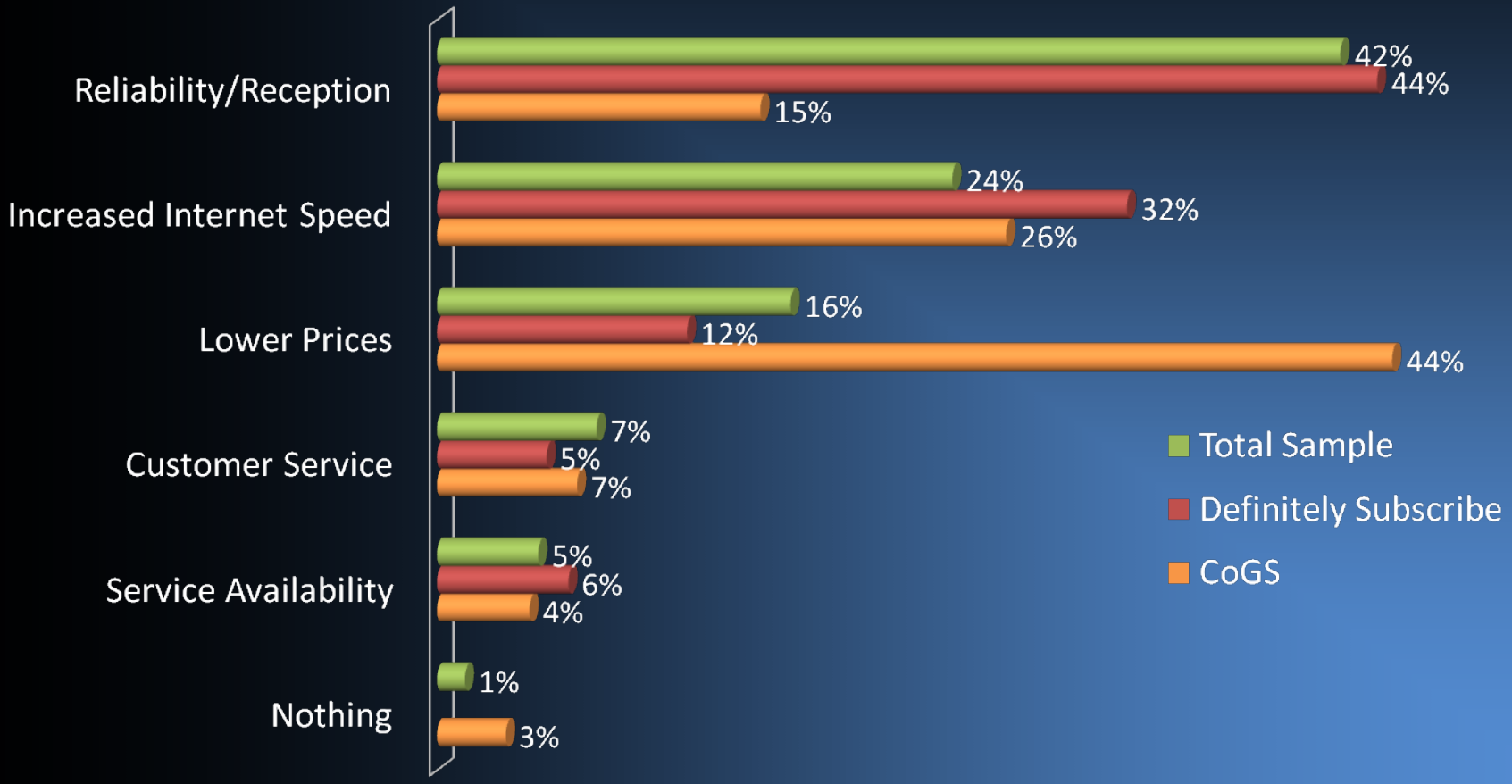
Ohio (3)	*Washington*	*North Carolina*	*Oregon (2)*
Iowa	*Wisconsin*	*Kansas (2)*	*Alabama*
Georgia	*Oklahoma (2)*	*New York*	*Arkansas*
Tennessee (4)	*Michigan*	*Kentucky*	*Colorado (8)*



CUSTOMER NEEDS

Eagle residents see Internet reliability as the most important dimension for improving their broadband, followed by Internet speed…

Q34: *"What would you like to see most improved from your current broadband services?"*



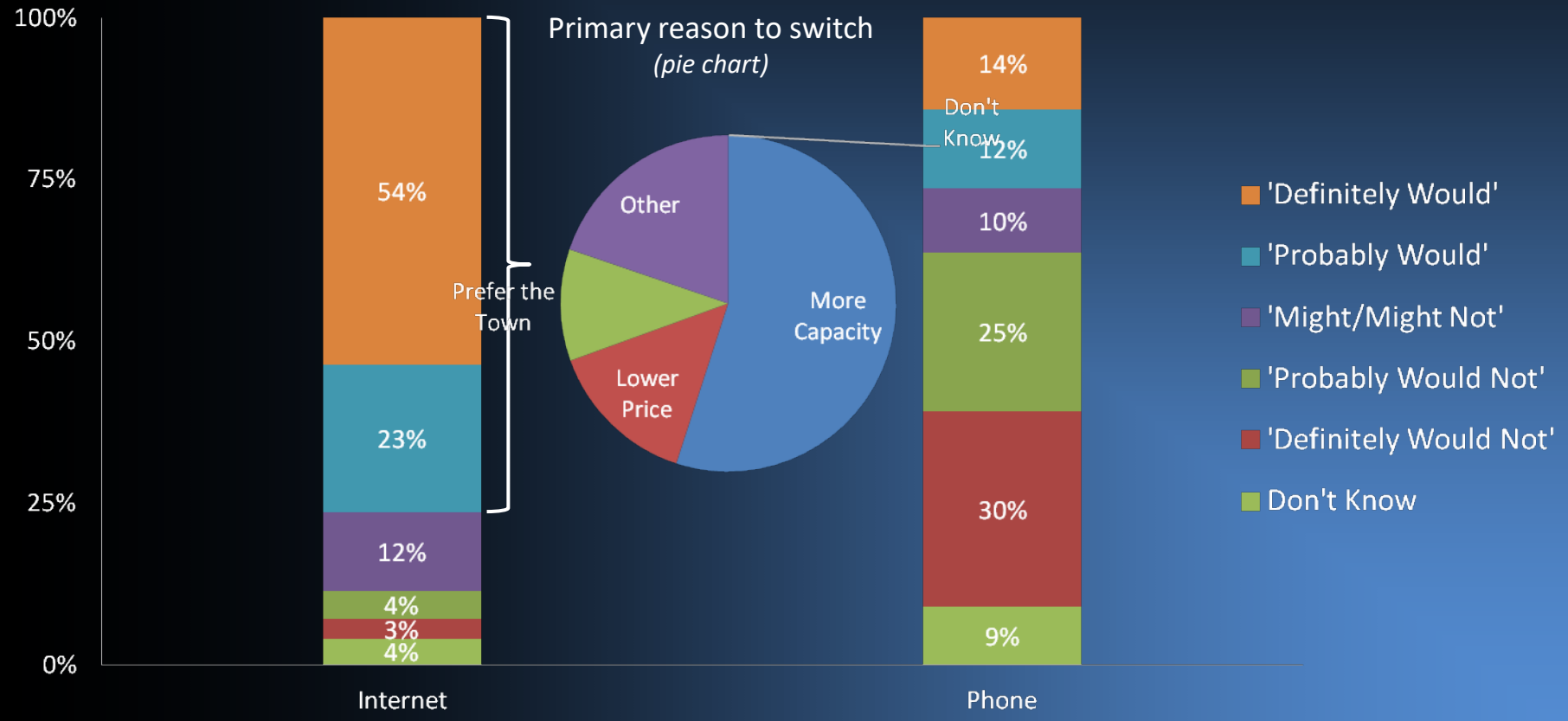
PURCHASE INTENT

- 77% of respondents indicated they would definitely or probably switch their Internet service to a fiber system installed by the Town. Uptown forecasts a 46% take rate for residential Internet…

Q24/Q27: *Stated purchase intent for:*

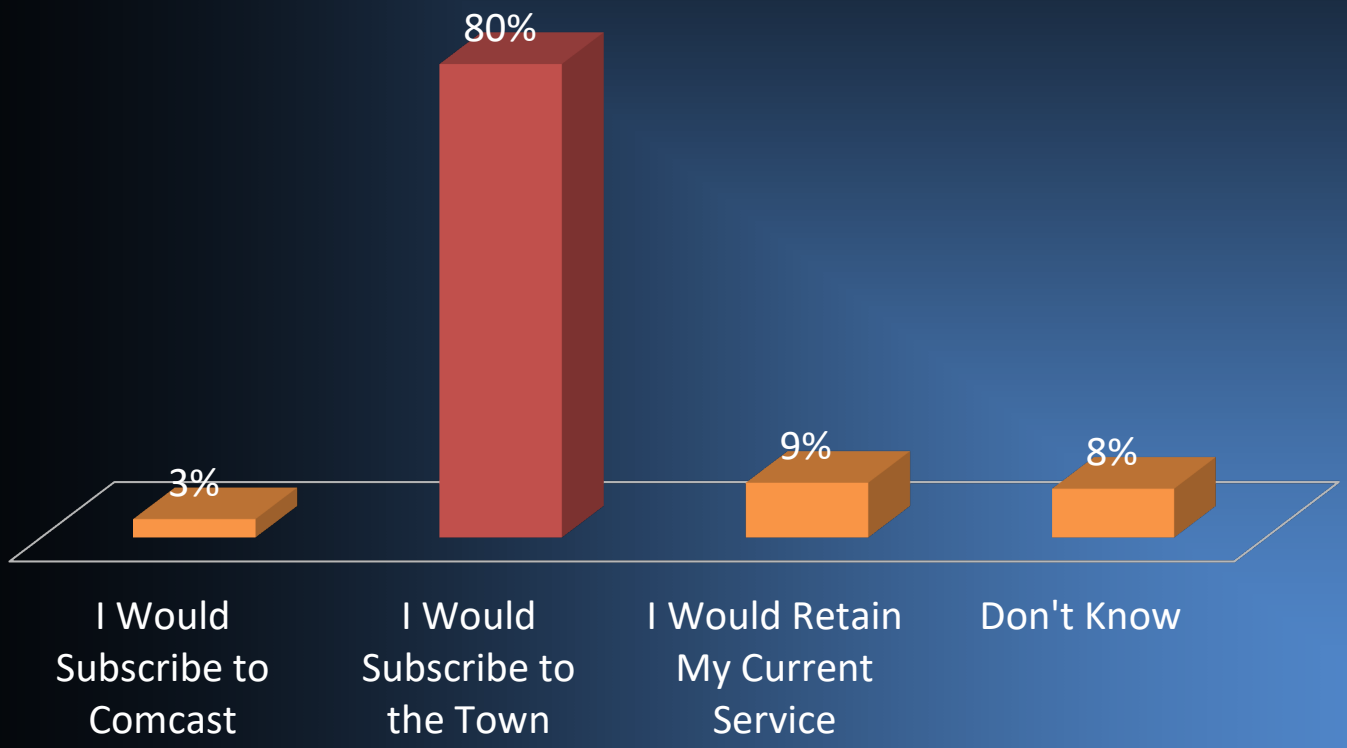
- Internet at $70/mo. for 1Gbps

- Voice at 10% Less than CenturyLink

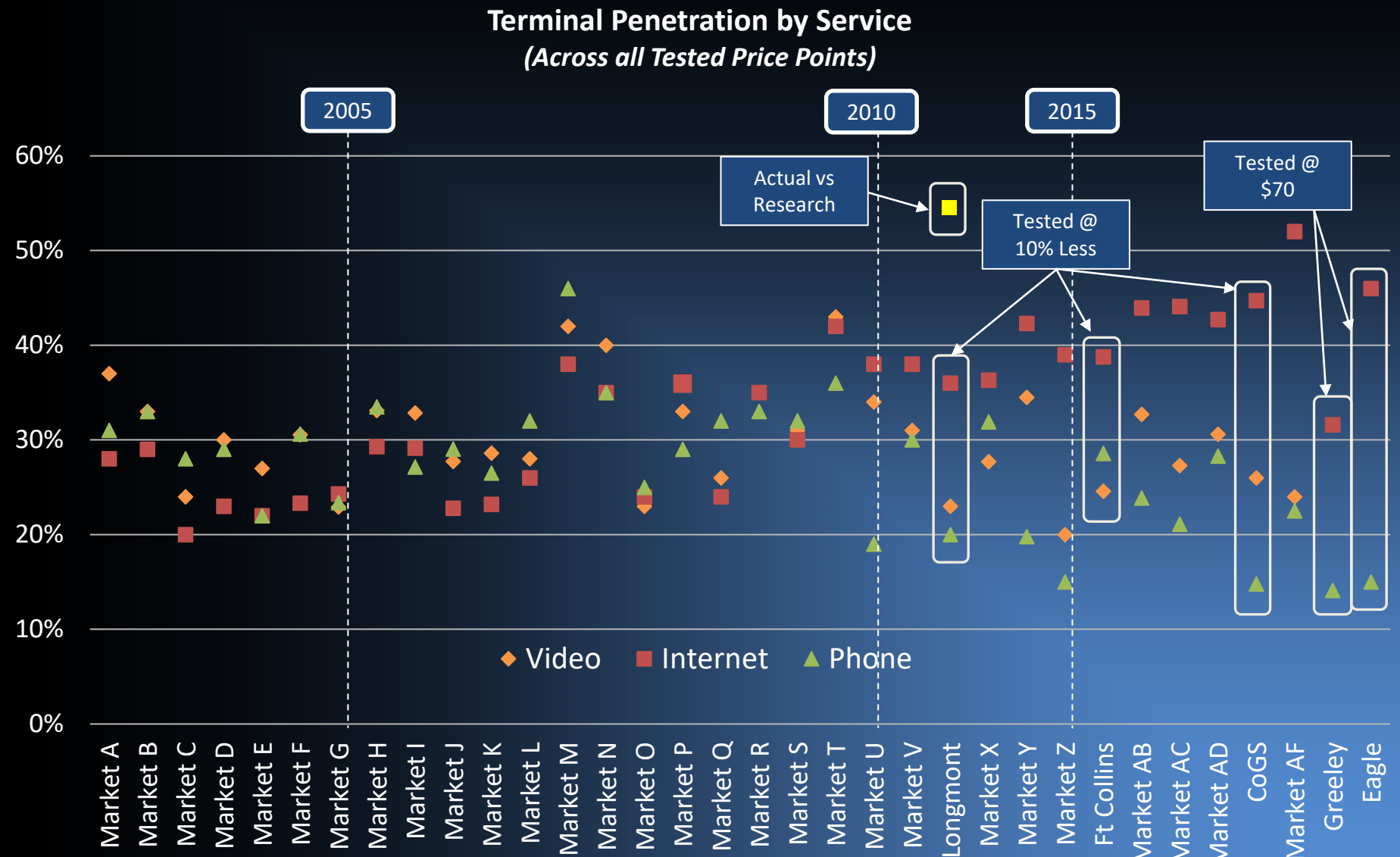


COMCAST AND THE TOWN 1G INTERNET

- **Q32: "If <u>both</u> Comcast and the Town of Eagle were to offer 1 gigabit Internet to your home and your service options were:**
  - **1 gigabit Internet from Comcast for $110 per month**
  - **1 gigabit Internet from the Town for $70 per month**



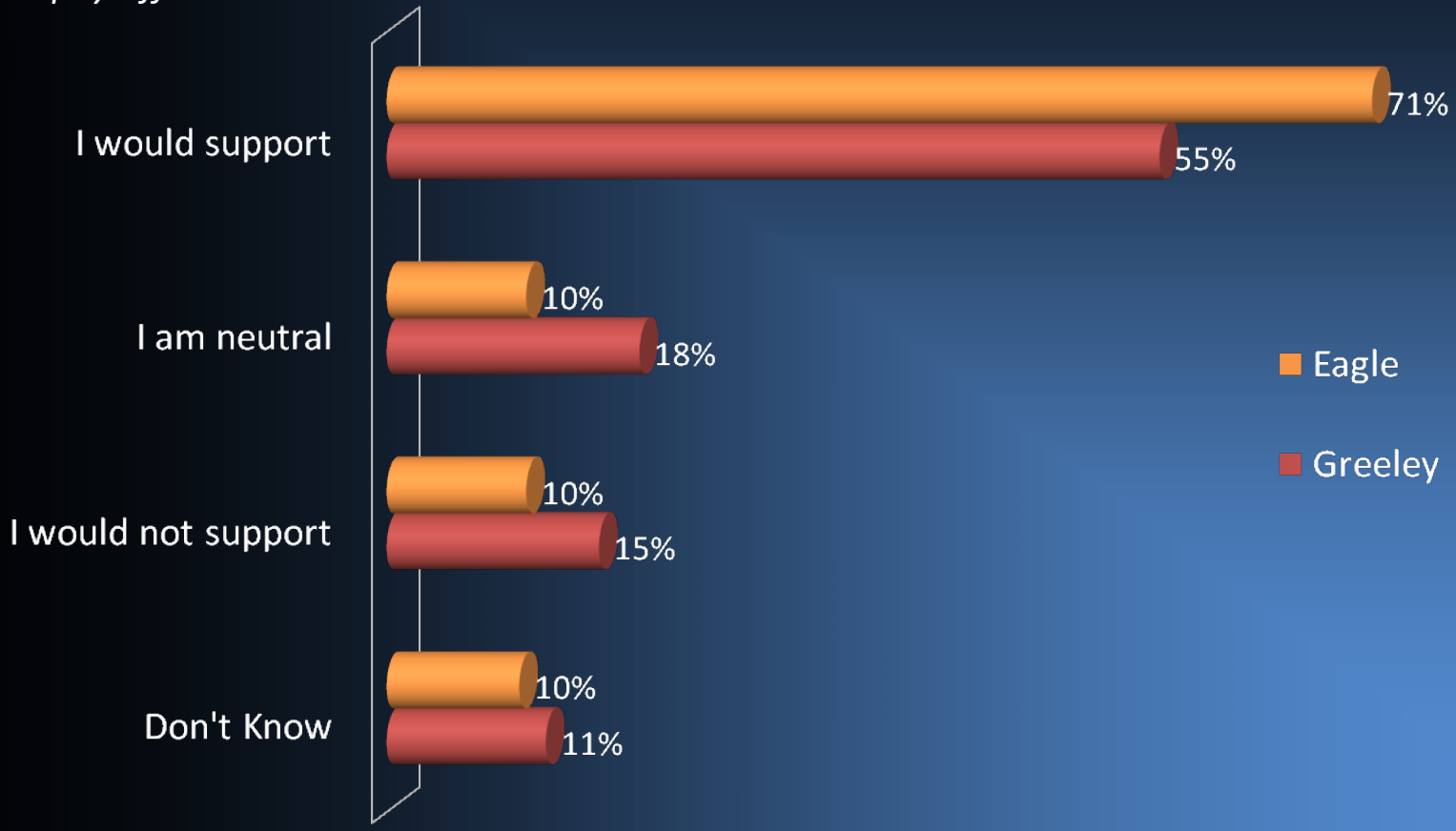
PURCHASE INTENT BENCHMARKING



REVENUE BOND SUPPORT

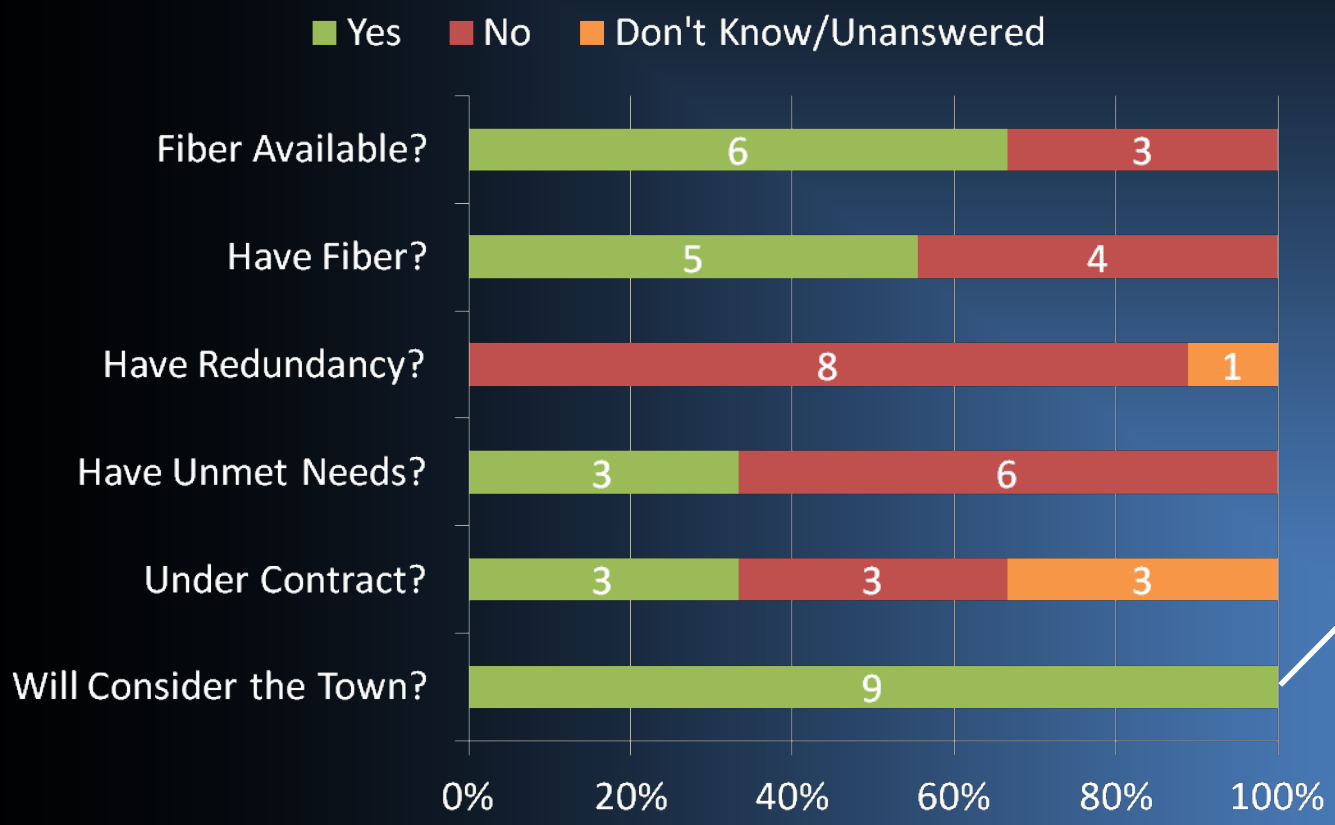
7 out of 10 Eagle households support the issuance of a revenue bond to help fund the new fiber network…

Q35: "Without raising taxes, would you support the Town of Eagle issuing a Revenue Bond to fund the construction of the fiber network, if the service subscription revenues were used to pay off the bond?"



FIBER IS AVAILABLE BUT WILLING TO SWITCH

While there is only one wireline provider for the commercial segment, CenturyLink has deployed fiber to some business locations. Advanced data needs are being met for most, but all participants would consider the Town as a provider option…

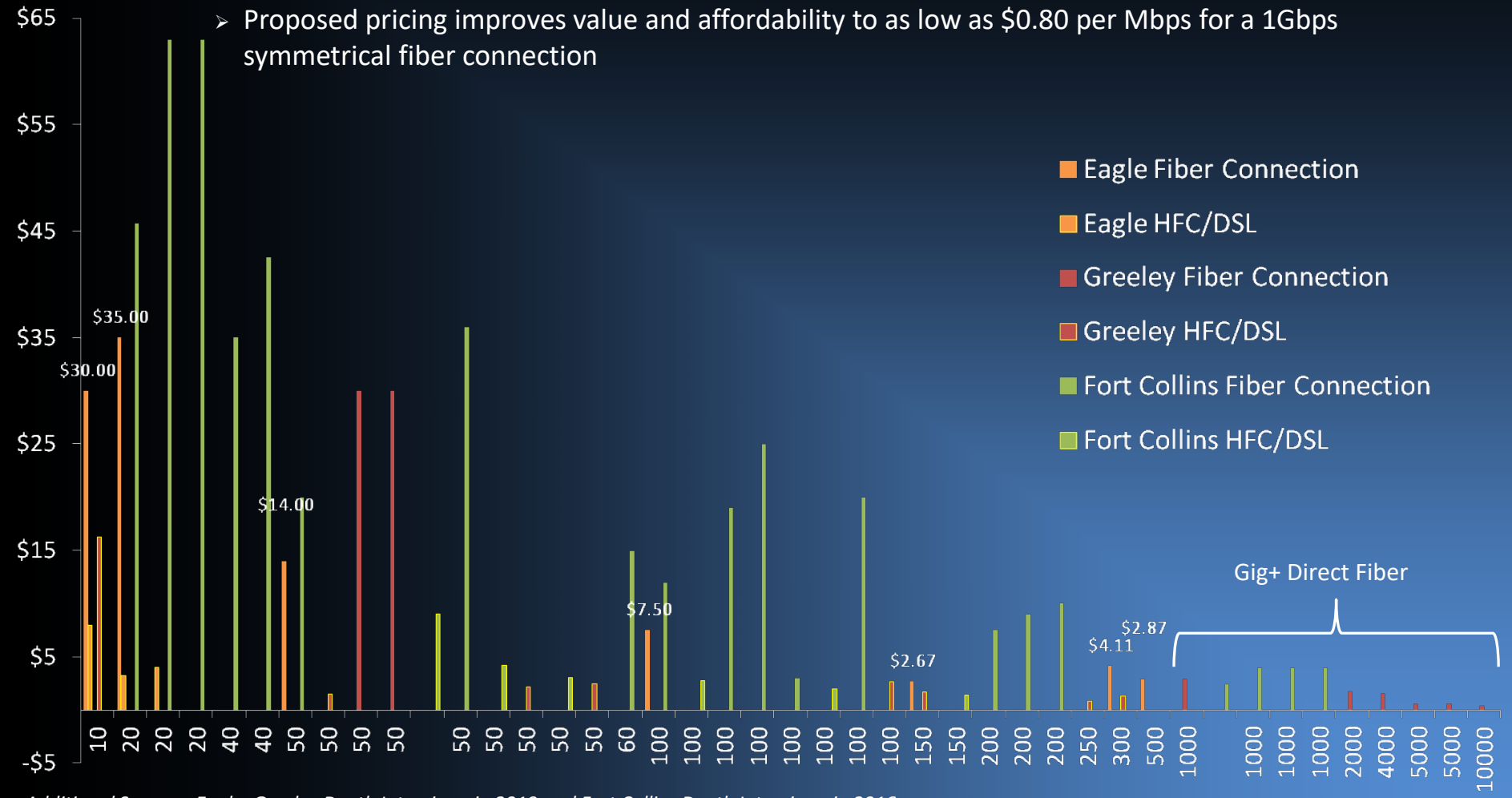


1. Redundancy
2. Reliability
3. Better Value

HIGH CAPACITY PRICING

Subscribed capacity is very low for fiber connections due to lack of affordability

- Currently, businesses in Eagle are paying $3-$35 per Mbps for direct fiber connections
- Proposed pricing improves value and affordability to as low as $0.80 per Mbps for a 1Gbps symmetrical fiber connection



Additional Sources: Eagle, Greeley Depth Interviews in 2019 and Fort Collins Depth Interviews in 2016.

PRICING FRAMEWORK: TRANSPORT TO DENVER

Transport Only to 910Telecom (Denver)	MRC – 1 Year Term [2]	MRC – 3 Year Term [1,2]	Restrictions
500M [3]	Private: $550 ($1.10/Mbps) Public: $525 ($1.05/Mbps)	Private: $500 ($1.00/Mbps) Public: $475 ($.95/Mbps)	Subject to capacity availability as determined by the Town
1G [3]	Private: $1,000 ($1.00/Mbps) Public: $950 ($.95/Mbps)	Private: $900 ($.90/Mbps) Public: $850 ($.85/Mbps)	
5G [3]	Private: $4,500 ($.90/Mbps) Public: $4,250 ($.85/Mbps)	Private: $4,000 ($.80/Mbps) Public: $3,750 ($.75/Mbps)	
10G [3]	Private: $8,000 ($.80/Mbps) Public: $7,500 ($.75/Mbps)	Private: $7,000 ($.70/Mbps) Public: $6,500 ($.65/Mbps)	
Additional Port MRC after 2	$500 ea.	$500 ea.	

[1] Maximum lease term. [2] Public sector discounts are applicable to non-private sector leasing entities. [3] Transport capacity is shared

PROPOSED RESIDENTIAL INTERNET PRICING

Internet Tier Download / Upload	Monthly Price	ONT Model(s) / Cost	Static IP Address
1G / 1G	$70	Standard: 803G ($112) Wireless: 844G ($199)	N/A
2G / 2G	$100	Wireless: GP1000X & 844E ($385)	$10
4G / 4G	$150		
WiFi ONT Upgrade (80211.ac)	Add $10	See above	N/A
Wireless Extender	No fee	804 ($74) *End user one-time purchase*	

ONT models reflect Calix as budgetary reference.

OPERATING PARTNER: GLENWOOD SPRINGS

- Functions provided by Operating Partner (requires common electronics and software platform)
  - Customer care
  - Help desk
  - Fiber maintenance/outage response
  - Network management/administration

- Town staff positions impacted (8.5 FTE → 4.5)
  - Customer Service Reps: 1
  - Technical Service Reps: 1
  - Data Technician: 1
  - Outside Plant Maintenance Technician: 1
  - Town requires 4 FTE: System GM, Account Rep, Customer Service Liaison, Service Technician, and Install Technician (in Year 4)

- Financial Terms
  - Connected Premise Fee: $10/month paid to Glenwood Springs
  - Fee applies to each business or residential connection
  - Fees amount to about $200k annually by Year 5

INCREMENTAL BROADBAND FTE REQUIRED

The total FTE requirement levels at 8 in Year 4. Under the Operating Partner model, this is reduced to 4 FTE by moving the shaded functions to the operating partner…

Position Title	Salary* (unloaded)	Year1	Year2	Year3	Year4	Year5
System GM** *(Grade 8 Max)*	$115,000	0.5	0.5	0.5	0.5	0.5
Comm./MDU Account Manager *(Grade 5 Mid)*	$67,000	0.5	1.0	1.0	1.0	1.0
Data Technician *(Grade 6 Mid)*	$75,000	0.5	1.0	1.0	1.0	1.0
Customer Service Liaison *(Grade 5 Min)*	$54,000	0.5	1.0	1.0	1.0	1.0
CSRs *(Grade 5 Min)*	$54,000	-	1.0	1.0	1.0	1.0
TSRs *(Grade 4 Mid)*	$65,000	-	1.0	1.0	1.0	1.0
Install Techs *(Grade 5 Min)*	$54,000	-	-	-	1.0	1.0
Maintenance Techs *(Grade 4 Mid)*	$64,000	-	1.0	1.0	1.0	1.0
Service Techs *(Grade 5 Min)*	$54,000	-	1.0	1.0	1.0	1.0
Total Headcount w/ & w/o CoGS as Partner		**2.0**	**3.5 / 7.5**	**3.5 / 7.5**	**4.5 / 8.5**	**4.5 / 8.5**

**Town of Eagle 2020 approved hiring range data*

***Position shared between Broadband and IT departments.*

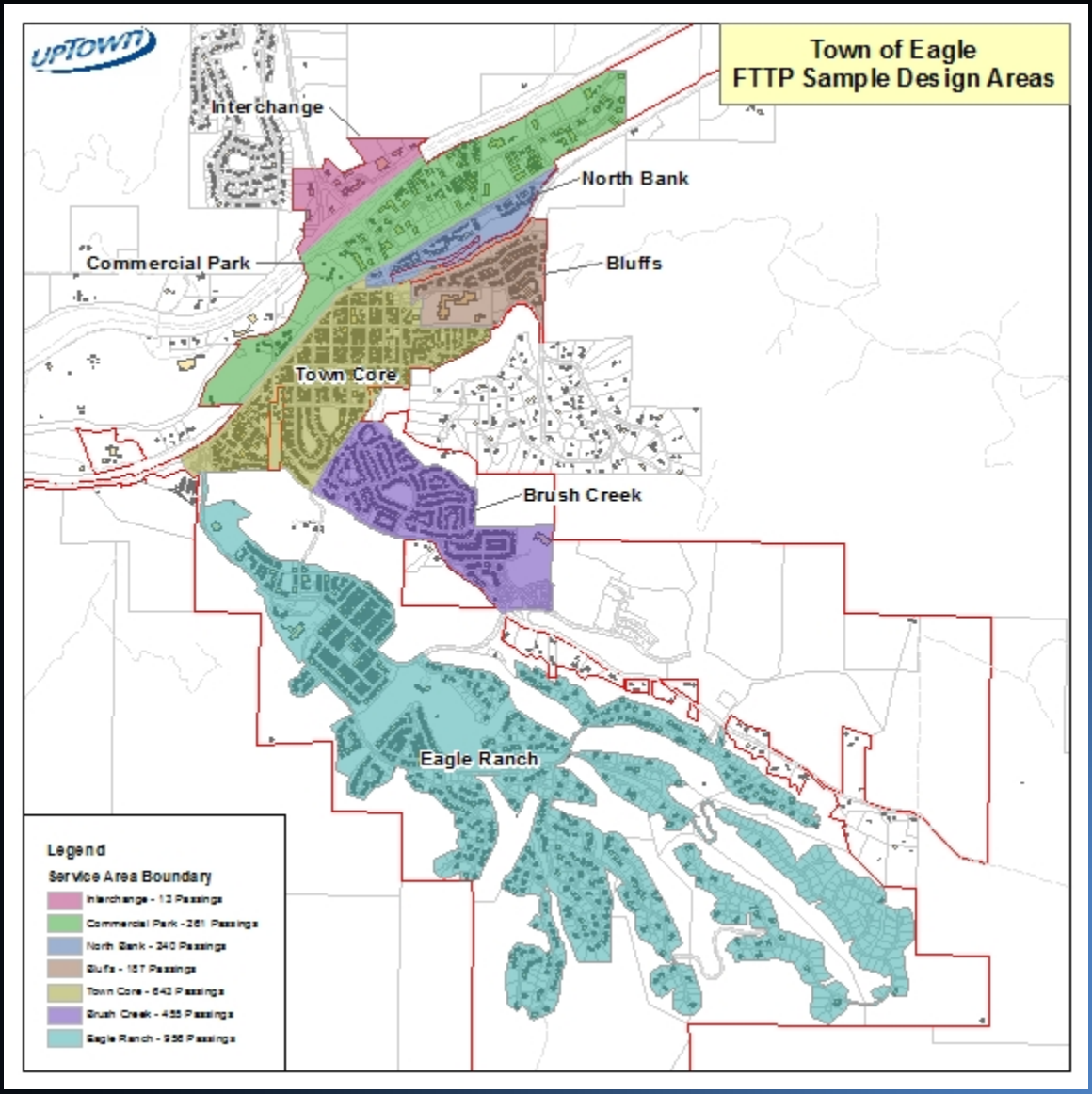
CURRENT FIBER-BASED PROJECTS

- Moving Thor Meet Me Center (MMC) from Town Hall to Public Works (PW) facility
  - Placing shelter at PW facility will provide improved reliability and room to grow
  - DOLA grant secured to fund new shelter and fiber to connect to CDOT network on Eby Creek
  - New fiber route from Eby Creek roundabout to PW being built by Visionary Networks
  - Visionary to transfer fiber system to the Town after construction is complete
- Fiber service to new Verizon tower
  - Visionary to provide high capacity service to new Verizon tower east of Town
  - Eagle to provide backhaul services via Thor from new MMC at PW
  - Holy Cross pole lines will be used to construct fiber east of MMC
- Fiber services to Eagle County
  - Left over DOLA grant funds to be used to extend fiber from Town Hall to Eagle County building
  - Holy Cross is evaluating the Town's request to attach to poles in the alley east of Capitol
  - Opportunity exists to coordinate with some road work along the route
  - Fiber line will be designed to serve as backbone for serving downtown core in the future
- Ongoing joint trench opportunities pending passage of Joint Trench Ordinance (Dennis)
  - Ongoing Comcast buildout
  - Management tools for managing right-of-way
  - Ad hoc projects passing through the permitting process

HOLY CROSS ELECTRIC PARTNERSHIP

- Holy Cross Electric is developing a comprehensive fiber plan
  - Need to support internal operations with state-of-the-art fiber-based technology
  - The internal network will be owned and managed by HCE
  - HCE has determined not to offer broadband services at this time
  - HCE will support the broadband needs of members through the support of local fiber providers
- Joint planning is underway
  - Town staff is working with HCE staff to partner wherever possible
  - HCE is sharing the cost of the aerial run to PW
  - HCE and Eagle are also in sync on future needs and opportunities for partnership
- Next steps
  - Convert piecemeal approach into comprehensive process for building out the Town
  - Will require the establishment of a formal project to attach to most of HCE poles
  - Will involve significant design, management and administrative resources to succeed

PROPOSED BUILD AREAS



SCHEDULE PARAMETERS

- System Construction
  - System should take two seasons to build
  - Aerial would be completed in Year 1, with remaining underground being completed in Year 2
- Service Area Prioritization
  - #1 – Commercial Park (Chambers)
  - #2 – North Bank (Nogal)
  - #3 - Downtown Core (aerial and underground)
  - #4 – Bluffs
  - #5 – Brush Creek
  - #6 – Eagle Ranch
  - #7 – Interchange (North of I-70)
- Service Introduction
  - Ongoing middle mile service turn up starting now
  - Last mile services typically 6-12 months from project kickoff
- Critical Path?
  - System design
  - Construction firm selection

2021 MILESTONES

Project Area	2021 Milestone
Vendor Selection	• Construction Firm • Voice Provider • Install Contractor
Staffing	• General Manager • Commercial/MDU Account Rep • Customer Service Liaison
Construction	Starts 2Q21
Operations	Integration with Glenwood Springs • Systems • Processes
MDU Properties	Start procuring access agreements
Service Launch	Fall 2021
Community Outreach	• Direct Marketing • Informational Campaign

To: Mayor and Town Council

From: Tom Gosiorowski, PE, Public Works Director

Date: October 21, 2021

Agenda Item: Lower Basin Water Treatment Plant Contract Amendment – Change Orders #13 and #14

REQUEST:
Saff is requesting that the Council authorize the Town Manager to amend the construction contract with MWH to incorporate Change Orders #13 and #14.

BACKGROUND:
Please see the attached presentation from Warren Swanson with SGM Engineering. Warren will describe the dollar value of these change orders and why they are reasonable and necessary to the project. Warren will be present at the October 26, 2021 Council Meeting present an update on the project along with a description of these change orders.

During the construction of the Lower Basin Water Treatment Plant there have been a number of contract amendments, referred to as Change Orders, that have been made to adjust the contract value and time due to circumstances outside of the original contract terms, and to make necessary changes to the scope of work. Change Orders #13 and #14 do the same and capture changes to the project that were made during calendar year 2020 and up to the present date. All changes throughout this time have been compiled into the change orders being presented now. Change Orders #13 and #14 capture work that has already been completed and do not propose any future work.

I anticipate that as we close out the end of the project there will be one additional change order to wrap up the contract prior to final payment. We expect to bring this to you in December of this year.

ANALYSIS:
Change Order #13 will increase the contract value by $371,826. Change Order #14 increases the contract value by $50,726. The new contract total value resulting from these change orders will be $24,878,554. Change order #13 amounts to a 1.52% increase in the contract value; Change Order #14 amounts to a 0.21% increase in the contract value.

COMMUNITY INPUT:
None required.

BUDGET / STAFF IMPACT:
Described above and in the attached materials.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:
This proposal does not align with the Strategic Plan because it is administrative.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** amending the contract with Change Orders #13 and #14 and authorizing the Town Manager to execute the same.

ATTACHMENTS:
Recommendation letters from SGM
Presentation slides

October 17, 2021

Brandy Reitter
Town Manager
Town of Eagle
PO Box 609
Eagle, CO 81631

RE: Lower Basin WTP Construction Project: Change Order No. 13 - SGM Recommendation of Town Approval & Execution

Dear Brandy:

This letter provides SGM's recommendation for Town approval and execution of Change Order No. 13 to the contract for construction of the Lower Basin Water Treatment Plant (LBWTP).

SGM has been integrally involved in all aspects of this change order, including preparing and executing work change directives, with input from Town staff, to formally amend the scope of work for MWH Constructors (the "Contractor"), carefully reviewing and commenting on the Contractor's proposed changes to the contract price and times, and observing the associated work.

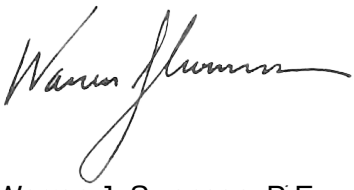
It is worth noting that the Contractor has completed all work covered by this change order. SGM previously recommended and Town staff previously authorized the vast majority of this work through the execution of work change directives under the construction contract. The purpose of Change Order No. 13 is to authorize an adjustment to the contract price and times associated with the identified scope changes. Change Order No. 13 adds $371,826 to the contract's Guaranteed Maximum Price (GMP) of $24,455,966, resulting in a proposed new GMP of $24,827,792. Change Order No. 13 does not authorize any adjustment to contract times.

It is SGM's opinion that the change to the contract price is fair, and the work completed is in accordance with the construction contract documents. Additionally, the elements of work completed under this change order were either necessary for the delivery of a complete and functional facility meeting the design team's intent and/or provided additional valuable benefits sought by the Town during the course of the project to meet its operational objectives for the new facility.

Attached to this letter is the main body of the Change Order No. 13 document. The supporting detailed backup information to the Change Order No. 13 document (the referenced work change directives and Contractor-proposed change orders) have been provided previously under separate cover due to their length.

Please let me know if you have any questions. I can be reached at 970-384-9051. I am planning to be present at the October 26th Town Council meeting to provide an update on project completion status and an overall project budget forecast.

Sincerely,



Warren J. Swanson, P.E.
Project Manager
SGM

Cc:
Tom Gosiorowski, PE

Attachments:
CO No. 13 – main text

Section 00941

CHANGE ORDER No. 13

Date of Issuance: 05/21/2021 Effective Date: 05/21/2021

Project: Eagle LBWTP	Owner: Town of Eagle	Owner's Contract No.: LBWTP Cost Plus Agreement
Contract: Lower Basin Water Treatment Plant Cost Plus Agreement		Date of Contract: June 29th, 2018
Contractor: MWH Constructors, Inc.		Engineer's Project No.: 2011-318.001

The Contract Documents are modified as follows upon execution of this Change Order

Description:

See attached docs. for PCO descriptions: 111, 122-124, 127-139, 141-144, 148-149

Attachments (list documents supporting change):

Backup for PCOs listed above. Assoc. WCDs not attached. Already in project record.

CHANGE IN GUARANTEED MAXIMUM PRICE (GMP)

Change to Overall GMP:	Change to Cost of the Work:	Change to Contractor's Fee:[1] Total Max. Fee Change	Fixed Fee Change at 9%/6.25% of Cost of Work Change	Max. Add'l Fee to Earn at 9%/6.25% of Allowance Spend	Change to Allowances:
+$371,826	+$348,523	+$23,303	+$23,303	$0	$0

Cost of the Work	Contractor Fee, Total Maximum	Contractor Fee, Fixed Fee Portion	Contractor Fee, Max. Add'l to Earn on CO Allowances
Original Cost of the Work	Original Max. Fee	Original Fixed Fee	Orig. Add'l Fee to Earn
$21,603,147	$1,335,605	$1,335,605	$0
[Increase] ~~[Decrease]~~ to Cost of Work from Prior COs No. **1** to No. **12**.	[Increase] ~~[Decrease]~~ to Max. Fee from Prior COs No. **1** to **12**.	[Increase] ~~[Decrease]~~ to Fixed Fee from COs No.**1** to No. **12**.	[Increase] ~~[Decrease]~~ to Max. Addl Fee to Earn in COs No.**1** to No. **12**.
$707,070	$92,982	$91,921	$1,061
Cost of the Work prior to this Change Order	Max. Fee prior to this Change Order	Fixed Fee prior to this Change Order	Max. Add'l Fee to Earn prior to this CO
$22,310,217	$1,428,587	$1,427,526	$1,061
[Increase] ~~[Decrease]~~ of this CO to Cost of Work	[Increase] ~~[Decrease]~~ of this CO to Max. Fee	[Inc.] ~~[Dec.]~~ of this CO to Fixed Fee	[Inc.] ~~[Dec.]~~ of this CO to Max. Addl Fee Earn
$348,523	$23,303	$23,303	$0
Cost of the Work incorporating this CO	Max. Fee incorporating this Change Order	Fixed Fee incorporating this CO	Max. Add'l Fee to Earn incorporating this CO
$22,658,740	$1,451,890	$1,450,829	$1,061

1. Actual change in the Contractor's Fee as a result of this CO will be the change in the fixed fee portion (= 9.0%/6.25% of the change in the Cost of Work items – see SC 11.04.C), plus 9.0%/6.25% of the actual spending against any new Allowance sums identified herein.

CHANGE IN GUARANTEED MAXIMUM PRICE (GMP), CONT'D

Allowances[2]	**Overall GMP**
Original Allowances	Original Overall GMP
$0	$22,938,752
[Increase] ~~[Decrease]~~ to Allowances from Prior Change Orders: No. **1** to No. **12**.	[Increase] ~~[Decrease]~~ to Overall GMP from Prior Change Orders: No. **1** to No. **12**.
$717,162	$1,517,214
Total Allowances prior to this Change Order	Overall GMP prior to this Change Order
$717,162	$24,455,966
[Increase] [~~Decrease~~] of this Change Order to Total Allowances	[Increase] [~~Decrease~~] of this Change Order to Overall GMP
$0	$371,826
Total Allowances incorporating this Change Order	Overall GMP incorporating this Change Order
$717,162	$24,827,792

2. Values shown are indicative of those Allowances accounted for separately from the Cost of Work. In the original contract, all the Allowances were accounted for in the Cost of Work total. With CO No. 3 the original contract allowances ($698,946) and those from CO No. 1 ($18,216), which total $717,162, became accounted for in a separate Allowances item.

CHANGE IN CONTRACT TIMES

Original Contract Times	☐ Working days ☒ Calendar days
Substantial Completion (~~days or~~ **date**).	July 11th, 2020
Ready for final payment (~~days or~~ **date**).	September 11th, 2020
[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 1 to No. 11.	
Substantial completion (**days** ~~or~~ ~~date~~).	168.5
Ready for final payment (**days** ~~or~~ ~~date~~).	168.5
Contract Times prior to this Change Order	
Substantial completion (~~days or~~ **date**).	Dec. 27th (mid-day), 2020
Ready for final payment (~~days or~~ **date**).	Feb. 27th (mid-day), 2021
[Increase] [~~Decrease~~] of this Change Order	
Substantial completion (**days**).	0
Ready for final payment (**days**).	0
Contract Times with all approved Change Orders	
Substantial completion (~~days or~~ **date**).	Dec. 27th (mid-day), 2020
Ready for final payment (~~days or~~ **date**).	Feb. 27th (mid-day), 2021

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: 	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 05/20/2021	Date:	Date:

Approved by Funding Agency (if applicable):

By:

Funding Agency (Authorized Signature) Date:

Contract document changes, scopes of work and pricing for individual components of this overall CO are described in the attached documentation associated with each PCO. Below is the purpose, a summary and notes associated with each:

PCO-111/WCDs-43/43A

Add Electrical Equipment Grounds at Automatic Transfer Switch

Electrical conduit and conductors were added at the automatic transfer switch (ATS) for grounding of equipment in order to meet code requirements.
Amount: $18,030

PCO-122/WCD-54

Provide Ladder (vs. MH rungs) to Clearwell below Hatch in $KMnO_4$ Room

A fixed stainless steel ladder was installed instead of originally-specified manhole rungs to accommodate the hatch configuration and improve safety/accessibility in/out of the clearwell.
Amount: $21,798

PCO-123/RFI-269

Add Electrical Power Circuits for HVAC Louvers

Electrical conduit and conductors were added to power HVAC louver actuators from corresponding exhaust fans. These were not included in the electrical subcontractor's original bid because they were shown only on the mechanical plans without clear definition.
Amount: $41,646

PCO-124/WCD-56

Modify Membrane CIP System Piping for Accurate Flow Metering

Originally designed and installed piping had to be re-worked to allow for full pipe flow conditions through the membrane CIP's flow meter for accurate flow measurement.
Amount: $17,581

PCO-127/WCD-58/58A

Add Distributed Antenna System for 1st Responder Radio Signal Boosting

A field survey of radio transmission signal strength throughout the LBWTP Main Treatment Building indicated that a system to boost these signals would be required by code. This system, which will improve communications between first responders inside the plant with others inside and outside the facility during an emergency, was added and tested.
Amount: $66,917

PCO-128/WCD-61

Add Communications Network for Administrative Uses

A high-speed internet network, separate from that used for SCADA PLC communications, was added for administrative uses. This dedicated network improves security of the plant SCADA system. This PCO/WCD also included an additional iFix (SCADA) software license for use on the plant SCADA system's "presenter" PC.
Amount: $50,850

PCO-129/WCD-62

Improve Sulfuric Acid Tank Level Device Mounting Configuration

The originally designed and installed mounting configuration for the level device for the sulfuric acid tank was modified so that the device could be removed/replaced without the need to access the interior headspace of the tank. This will facilitate maintenance and improve operator safety.
Amount: $2,530

PCO-130/WCD-63

Provide Stainless Steel Suction Strainers for Vertical Pumps

The originally specified and installed galvanized suction strainers were found to be corroding and needed to be replaced with 316SS versions.
Amount: $14,509

PCO-131/WCD-64

Add Electrical Power Circuit for Hypo. Gen. System Control Panel

A 120VAC electrical power circuit was added between a distribution panel in the Electrical Room and the control panel in the Hypochlorite Generation Room. This was omitted from the design as it was mistakenly thought that power to this control panel was distributed by vendor-supplied equipment from transformation of the 480VAC power feed to the vendor equipment.
Amount: $11,653

PCO-132/WCD-65/65A

Add WIN-911 Dialout Software for External Alarms Communication

WIN-911 alarm dialout software was added to the project to facilitate remote alarm notification through the phone system to off-site Town operations staff.
Amount: $19,135

PCO-133/WCD-66

Add Rubber Base Finish to Framed Walls in Main Process Area

Rubber strip-type finish was added at the base of framed walls in the Main Entry/Process Area for aesthetics and to add a measure of protection to the drywall at floor level.
Amount: $2,285

PCO-134/WCD-67

Increase Length of Entrance Fencing

The configuration of existing barbed wire fencing near the LBWTP entrance changed from the time of the original survey/design to the time of entrance gate/fence procurement. Additional fencing was required to make proper transitions.
Amount: $1,927

PCO-135/WCD-68

Modify SCADA Controls – Distribution Tank Levels & Waste EQ Pump Logic

Programming of the plant SCADA PLC was expanded to accommodate the processing of distribution system water storage tank level signals to allow the LBWTP to operate automatically based on either Horton or Cemetery water storage tank levels. Also, logic was changed for Waste EQ pumping operations to protect the two smaller pumps from operating simultaneously with the larger Pump #3.
Amount: $14,521

PCO-136/WCD-69

Add Ladder Extensions Below FWPS Clearwell and RWPS Wetwell Hatches

Vertical extension bars to facilitate safer mounting/dismounting at ladders below the Finished Water Pump Room clearwell hatch and the Raw Water Pump Station wetwell hatch were added.
Amount: $1,808

PCO-137/RFI-299

Add Electrical Power Circuit for Plumbing Recirculation Pump

A 120VAC electrical power circuit was added between a distribution panel in the Electrical Room and the recirculation pump in the Mechanical Room. This was mistakenly omitted from the original design.
Amount: $10,606

PCO-138/WCD-70

Add Elec. Power Circuit for Motor-Op. Valve on Sludge Pumps Suction Line

A 120VAC electrical power circuit was added between a distribution panel in the Electrical Room and the motorized plug valve on the suction line to the sludge pumps. This was mistakenly omitted from the original design.
Amount: $2,921

PCO-139/WCD-72

Add Drain Piping for Sludge Discharge Line Air-Vac Valve Outlet

Piping to a nearby floor drain was added from the outlet of the air-vacuum valve on the sludge pumps discharge line. This was mistakenly omitted from the original design.
Amount: $2,496

PCO-141/WCD-74

Modify Permanganate Metering Pump Skid Suction Piping to Achieve Priming

The originally designed and installed permanganate metering pump skid mounting and the suction piping configuration were modified to eliminate a pump priming problem which prohibited the pumps from operating properly.
Amount: $3,829

PCO-142/WCD-75

Add Ladder Extensions Below Sedimentation Basins Access Cover Plates

Vertical extension bars to facilitate safer mounting/dismounting at ladders below the access cover plates at the sedimentation basins were added.

Amount: $6,575

PCO-143/WCD-76

Add Fire Stop at CMU Wall Heads for Alum/Caustic & H_2SO_4/$KMnO_4$ Rooms

Fire stop material was added between the tops of CMU walls and the undersides of pre-cast concrete panel ceilings between the Alum and Caustic Rooms and the Sulfuric Acid and Permanganate Rooms. This was needed to achieve separation of rooms for proper performance of the clean agent gas fire suppression systems.
Amount: $1,615.

PCO-144/WCD-77

Add Drain Piping for Finished Water Pump Control Valves' Exhaust Ports

Piping to the nearest floor drain was added from the exhaust outlet of each finished water pump's pump control valve.
Amount: $1,586.

PCO-148/WCD-80

Add Automatic Controls for Select HVAC Exhaust Fans

In order to reduce long-term energy costs and improve overall ventilation performance, control devices were added to select exhaust fan power circuits throughout the Main Treatment Building.
Amount: $45,803.

PCO-149/RFI-317

Replace I/O Modules at Control Panels for Flow Meter Signals

Originally specified and installed input/output modules that did not allow totalized volume signals from certain flow meters to be reported properly to SCADA were replaced with different versions that did accommodate this functionality.
Amount: $11,205.

Contract Price Change Summary

The following is a summary of the individual item changes on the contract price:

Item	Cost of Work	Fee	Total
PCO-111, WCD-43/43A	$ 16,998	$ 1,032	$ 18,030
PCO-122, WCD-54	$ 20,049	$ 1,749	$ 21,798
PCO-123, RFI-269	$ 39,243	$ 2,403	$ 41,646
PCO-124, WCD-56	$ 16,247	$ 1,334	$ 17,581
PCO-127, WCD-58/58A	$ 62,898	$ 4,019	$ 66,917
PCO-128/WCD-61	$ 47,865	$ 2,985	$ 50,850
PCO-129/WCD-62	$ 2,327	$ 203	$ 2,530
PCO-130/WCD-63	$ 13,345	$ 1,164	$ 14,509
PCO-131/WCD-64	$ 10,972	$ 681	$ 11,653
PCO-132/WCD-65/65A	$ 18,025	$ 1,110	$ 19,135
PCO-133/WCD-66	$ 2,140	$ 145	$ 2,285
PCO-134/WCD-67	$ 1,805	$ 122	$ 1,927
PCO-135/WCD-68	$ 13,670	$ 851	$ 14,521
PCO-136/WCD-69	$ 1,663	$ 145	$ 1,808
PCO-137/RFI-299	$ 9,988	$ 618	$ 10,606
PCO-138/WCD-70	$ 2,739	$ 182	$ 2,921
PCO-139/WCD-72	$ 2,296	$ 200	$ 2,496
PCO-141/WCD-74	$ 3,522	$ 307	$ 3,829
PCO-142/WCD-75	$ 6,048	$ 527	$ 6,575
PCO-143/WCD-76	$ 1,515	$ 100	$ 1,615
PCO-144/WCD-77	$ 1,459	$ 127	$ 1,586
PCO-148/WCD-80	$ 43,151	$ 2,652	$ 45,803
PCO-149/RFI-317	$ 10,558	$ 647	$ 11,205
Total for CO No. 13	**$ 348,523**	**$ 23,303**	**$ 371,826**

END

Attachments:

Backup for each approved PCO included in this CO.

October 18, 2021

Brandy Reitter
Town Manager
Town of Eagle
PO Box 609
Eagle, CO 81631

RE: Lower Basin WTP Construction Project: Change Order No. 14 - SGM Recommendation of Town Approval & Execution

Dear Brandy:

This letter provides SGM's recommendation for Town approval and execution of Change Order No. 14 to the contract for construction of the Lower Basin Water Treatment Plant (LBWTP).

SGM has been integrally involved in all aspects of this change order, including preparing and executing a realted work change directive, with input from Town staff, to formally amend the scope of work for MWH Constructors (the "Contractor"), carefully reviewing and commenting on the Contractor's proposed changes to the contract price and times, and observing the associated work.

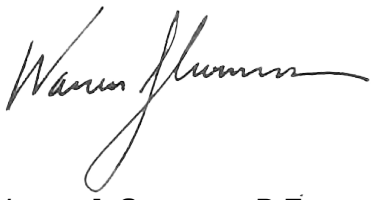
It is worth noting that the Contractor has completed all work covered by this change order. SGM previously recommended and Town staff previously authorized the largest element of the work through the execution of work change directives under the construction contract. The purpose of Change Order No. 14 is to authorize an adjustment to the contract price and times associated with the identified scope changes. Change Order No. 14 adds $50,726 to the contract's Guaranteed Maximum Price (GMP). Assuming approval of CO No. 13, it would result in a new GMP of $24,878,554. Change Order No. 14 does not authorize any adjustment to contract times.

It is SGM's opinion that the change to the contract price is fair, and the work completed is in accordance with the construction contract documents. Additionally, the elements of work completed under this change order were either necessary for the delivery of a complete and functional facility meeting the design team's intent and/or provided additional valuable benefits sought by the Town during the course of the project to meet its operational objectives for the new facility.

Attached to this letter is the main body of the Change Order No. 14 document. The supporting detailed backup information to the Change Order No. 14 document (the referenced work change directives and Contractor-proposed change orders) have been provided previously under separate cover due to their length.

Please let me know if you have any questions. I can be reached at 970-384-9051. I am planning to be present at the October 26th Town Council meeting to provide an update on project completion status and an overall project budget forecast.

Sincerely,



Warren J. Swanson, P.E.
Project Manager
SGM

Cc:
Tom Gosiorowski, PE

Attachments:
CO No. 14 – main text

Section 00941

CHANGE ORDER No. 14

Date of Issuance: 10/17/2021 Effective Date: 10/17/2021

Project: Eagle LBWTP	Owner: Town of Eagle	Owner's Contract No.: LBWTP Cost Plus Agreement
Contract: Lower Basin Water Treatment Plant Cost Plus Agreement		Date of Contract: June 29th, 2018
Contractor: MWH Constructors, Inc.		Engineer's Project No.: 2011-318.001

The Contract Documents are modified as follows upon execution of this Change Order

Description:
See attached docs. for PCO descriptions: 145, 150, 151 and 153

Attachments (list documents supporting change):

Backup for PCOs listed above.

CHANGE IN GUARANTEED MAXIMUM PRICE (GMP)

Change to Overall GMP:	**Change to Cost of the Work:**	**Change to Contractor's Fee:[1]** Total Max. Fee Change	Fixed Fee Change at 9%/6.25% of Cost of Work Change	Max. Add'l Fee to Earn at 9%/6.25% of Allowance Spend	**Change to Allowances:**
+$50,762	+$47,288	+$3,474	+$3,474	$0	$0

Cost of the Work	**Contractor Fee, Total Maximum**	**Contractor Fee, Fixed Fee Portion**	**Contractor Fee, Max. Add'l to Earn on CO Allowances**
Original Cost of the Work	Original Max. Fee	Original Fixed Fee	Orig. Add'l Fee to Earn
$21,603,147	$1,335,605	$1,335,605	$0
[Increase] ~~[Decrease]~~ to Cost of Work from Prior COs No. **1** to No. **13**.	[Increase] ~~[Decrease]~~ to Max. Fee from Prior COs No. **1** to **13**.	[Increase] ~~[Decrease]~~ to Fixed Fee from COs No.**1** to No. **13**.	[Increase] ~~[Decrease]~~ to Max. Addl Fee to Earn in COs No.**1** to No. **13**.
$1,055,593	$116,285	$115,224	$1,061
Cost of the Work prior to this Change Order	Max. Fee prior to this Change Order	Fixed Fee prior to this Change Order	Max. Add'l Fee to Earn prior to this CO
$22,658,740	$1,451,890	$1,450,829	$1,061
[Increase] ~~[Decrease]~~ of this CO to Cost of Work	[Increase] ~~[Decrease]~~ of this CO to Max. Fee	[Inc.] ~~[Dec.]~~ of this CO to Fixed Fee	[Inc.] ~~[Dec.]~~ of this CO to Max. Addl Fee Earn
$47,288	$3,474	$3,474	$0
Cost of the Work incorporating this CO	Max. Fee incorporating this Change Order	Fixed Fee incorporating this CO	Max. Add'l Fee to Earn incorporating this CO
$22,706,028	$1,455,364	$1,454,303	$1,061

1. Actual change in the Contractor's Fee as a result of this CO will be the change in the fixed fee portion (= 9.0%/6.25% of the change in the Cost of Work items – see SC 11.04.C), plus 9.0%/6.25% of the actual spending against any new Allowance sums identified herein.

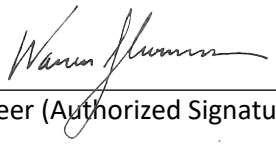
CHANGE IN GUARANTEED MAXIMUM PRICE (GMP), CONT'D

Allowances[2]	**Overall GMP**
Original Allowances	Original Overall GMP
$0	$22,938,752
[Increase] ~~[Decrease]~~ to Allowances from Prior Change Orders: No. **1** to No. **13**.	[Increase] ~~[Decrease]~~ to Overall GMP from Prior Change Orders: No. **1** to No. **13**.
$717,162	$1,889,040
Total Allowances prior to this Change Order	Overall GMP prior to this Change Order
$717,162	$24,827,792
[Increase] [~~Decrease~~] of this Change Order to Total Allowances	[Increase] [~~Decrease~~] of this Change Order to Overall GMP
$0	$50,762
Total Allowances incorporating this Change Order	Overall GMP incorporating this Change Order
$717,162	$24,878,554

2. Values shown are indicative of those Allowances accounted for separately from the Cost of Work. In the original contract, all the Allowances were accounted for in the Cost of Work total. With CO No. 3 the original contract allowances ($698,946) and those from CO No. 1 ($18,216), which total $717,162, became accounted for in a separate Allowances item.

CHANGE IN CONTRACT TIMES

Original Contract Times	☐ Working days ☒ Calendar days
Substantial Completion (~~days or~~ **date**).	July 11th, 2020
Ready for final payment (~~days or~~ **date**).	September 11th, 2020
[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 1 to No. 11.	
Substantial completion (**days** ~~or~~ ~~date~~).	168.5
Ready for final payment (**days** ~~or~~ ~~date~~).	168.5
Contract Times prior to this Change Order	
Substantial completion (~~days or~~ **date**).	Dec. 27th (mid-day), 2020
Ready for final payment (~~days or~~ **date**).	Feb. 27th (mid-day), 2021
[Increase] [~~Decrease~~] of this Change Order	
Substantial completion (**days**).	0
Ready for final payment (**days**).	0
Contract Times with all approved Change Orders	
Substantial completion (~~days or~~ **date**).	Dec. 27th (mid-day), 2020
Ready for final payment (~~days or~~ **date**).	Feb. 27th (mid-day), 2021

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: 	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 10/17/2021	Date:	Date:

Approved by Funding Agency (if applicable):

By:

Funding Agency (Authorized Signature) Date:

Contract document changes, scopes of work and pricing for individual components of this overall CO are described in the attached documentation associated with each PCO. Below is the purpose, a summary and notes associated with each:

PCO-145/WCDs-78/78A/78B

Add Dedicated Tanks for Membrane Cleaning/Neutralization Chemical Storage/Feed Purposes

The original design was based upon feeding membrane filter cleaning and neutralization chemicals directly out of the 55-gallon drums used to ship the chemicals to the plant. However, plant staff communicated a preference for permanent chemical storage tanks to avoid having to remove pump suction and other tubes and ancillary items from empty drums and re-insert into full drums. There was also a desire to minimize the release of chemical fumes through 55-gallon drum openings to the interior of the treatment building. New permanent tanks and associated plumbing, including tank vent lines to the exterior atmosphere installed above the building roofline were procured and installed as an addition to the Contractor's scope.

Amount: $36,245

PCO-150

Bulk Chemical Tank Level Devices Recalibration

The controls subcontractor proposed changing the units displayed at bulk chemical fill station control panels along the outside of the treatment building to "% full" instead of "feet of depth". The reasoning behind the suggestion was that a chemical delivery contractor's driver would not be familiar with the dimensions of the chemical tank being filled; therefore, expressing the amount of chemical in the tank at any point in time as a percentage of full would help to minimize the chances of an overfill. The Town and SGM agreed that this change would increase safety and would be worth pursuing. Implementing the approach required a recalibration of a number of bulk chemical tank level devices which had been originally calibrated based on the "foot of depth" approach, and thus, in a way that would have resulted in chemical exiting the overflow pipes of tanks at chemical depths within those tanks corresponding to readouts at bulk fill station panels of < "100%" full. To achieve the safety improvement suggested by the Contractor, re-calibration of the sensors to make "100% full" correspond to a depth just below the overflow point was required.

Amount: $3,273

PCO-151/RFI-315

SCADA Programming for Membrane System Permissives Handling

Additional programming of the overall plant's supervisory, control and data acquisition (SCADA) system was necessary to better integrate pretreatment and membrane process operations. In this case, the new programming implemented a change in the overall flow setpoint of the plant during times when the membrane system does not have the resources available to meet the plant's flow rate setpoint. This most often occurs on a temporary basis due to a membrane unit being offline for cleaning or integrity testing. This programming change achieves step decreases and increases (upon return of membrane system resource availability) in plant flow instead of plant shutdowns and alarming that would have resulted when membrane system resources were inadequate. This change makes for smoother operations and fewer call-outs to plant operations staff.

Amount: $8,898

PCO-1536

Old WWTP Lagoon Solids Haul-off & Landfill Disposal

There was an abandoned unlined polishing lagoon at the Town's WWTP/LBWTP site that was partially repurposed for the LBWTP project (sludge drying beds were constructed on a portion of the old lagoon's footprint). As part of the LBWTP project and the need to achieve regulatory closure through the State and EPA of the old WWTP process lagoon, residual "biosolids" had to be scraped and incorporated into soils on-site or landfilled. The vast majority of the solids were able to be incorporated on-site, which was the direction of the Contract Documents. However, some solids still remained after final grading was achieved on the LBWTP site. The Town directed the Contractor to remove and dispose of the remainder at Eagle County landfill.

Amount: $2,346

Contract Price Change Summary

The following is a summary of the individual item changes on the contract price:

Item	Cost of Work	Fee	Total
PCO-145, WCD-78/78A/78B	$ 33,624	$ 2,621	$ 36,245
PCO-150	$ 3,080	$ 193	$ 3,273
PCO-151, RFI-315	$ 8,384	$ 514	$ 8,898
PCO-153	$ 2,200	$ 146	$ 2,346
Total for CO No. 14	**$ 47,288**	**$ 3,474**	**$ 50,762**

END

Attachments:

Backup for each approved PCO included in this CO.

Lower Basin Water Treatment Plant Project Update & Budget Review

Town Council Update

October 26, 2021

Warren Swanson, PE – President, SGM

warrens@sgm-inc.com

970-384-9051

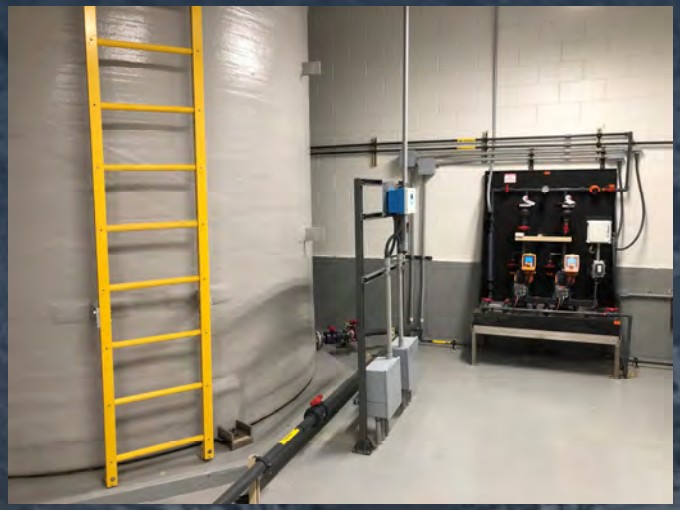
Discussion Outline

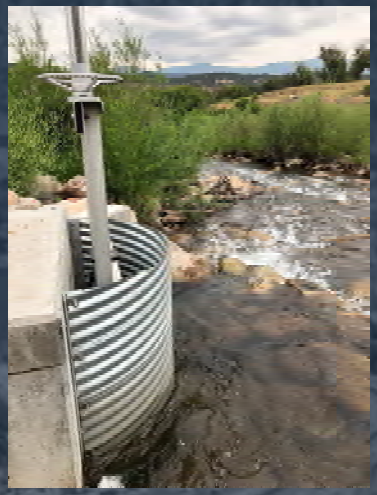
- Project Completion Status Update
- Budget Status Update
  - Construction Contract
    - Current Contract Amounts & Expenditures
  - Engineering Services Contract
    - Current Contract Amounts & Expenditures
  - Overall Project Forecast
    - Current Total Budget Forecast vs. Previous Forecasts

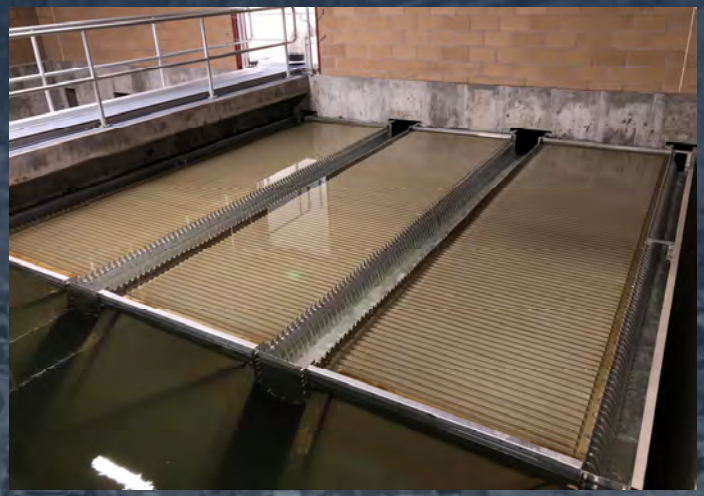
Lower Basin WTP Construction Is Nearly Complete!











Lower Basin WTP Construction Is Nearly Complete!

- Plant has produced potable water since late June.
- The following were completed by end of July:
  - Treatment process startup & testing (except 3rd membrane)
  - Operator training
  - Contractor de-mobilization from site
  - Contractor turns over keys to facility to the Town
- Partial Substantial Completion achieved July 25th.
  - Covers project less the 3rd membrane unit
- 3rd (& final) Membrane unit is slated for install and startup beginning in the 1st week of November.

On-going Items

- Punchlist process. Contractor has completed vast majority of items. Some persist. Most notable are:
  - About a dozen concrete basin water leaks. Most are slight.
  - Re-vegetation of disturbed areas.
    - Will not be able to be completed until spring 2022.

- Raw water pump motors troubleshooting.
  - Town made a warranty claim for two failed pump motors.
  - Contractor is working to repair/replace these.
  - Team is working to determine cause and any additional actions.

- Landscaping by the Town to be completed next spring.

Budget Update & Forecast

- Budget Status Update
  - Construction Contract
  - Engineering Services Contract
  - Overall Project Forecast

Construction Contract & Expenditures

Current MWHC Construction Contract Status		
Orig. Contract Amount	$	22,938,752
Executed COs To-Date	$	1,517,214
Current Contract Amount	**$**	**24,455,966**
Total Work Value Completed thru 7/31/21	**$**	**23,786,511**
Total Completed Value/Contract Amount		**97%**
5% Retainage on Amount Invoiced	$	1,189,326

Total Work Value Completed includes amounts for two pay applications, totaling about $450,000, awaiting approval of CO-13 for payment.

Engineering Contract & Expenditures

Current SGM Engineering Contract Status		
Orig. Contract Amount	$	1,386,016
Executed COs To-Date	$	305,092
Current Contract Amount	**$**	**1,691,108**
Total Invoiced for Work thru Sep. Billing	**$**	**1,579,657**
Total Invoiced/Spent of Current Contract		**93%**

Overall Project Budget Summary

- See Separate Table for Details
- Forecasted Range at Completion ($27.3M to $28.2M) is:
  - Approx. $20,000 Less to $870,000 More than Total Forecasted in Oct. 2017 (Start of CMAR Pre-Const. Services; Prelim GMP time)
  - Approx. $625,000 to $1,520,000 More than Total Forecasted in Apr. 2018 (Final Construction GMP time)
  - Approx. $670,000 Less to $230,000 More than the Amount ($28.0M) Used for Water Rate Study and SRF Loan Application

Overall Project Budget Summary

LBWTP Budget - Committed & Forecasted Values						
Line Item	**Oct. 2017**	**Apr. 2018**	**June 2019**	**Jan. 2020**	**Oct 2021 - Low End**	**Oct 2021 - High End**
CMAR (MWHC) – Related Costs						
MWHC Pre-Construction Services for Value Engineering & CMAR Process	$152,062	$152,062	$152,062	$152,062	$152,062	$152,062
MWHC Rebar Pre-Purchase	$0	$0	$486,000	$486,000	$486,000	$486,000
MWHC Construction GMP	$23,164,475	$23,524,732	$22,938,752	$22,938,752	$22,938,752	$22,938,752
Contingency for Increase from Prelim. to Final GMP at 5% of GMP	$1,158,224	N/A	N/A	N/A	N/A	N/A
Approved COs	N/A	N/A	$107,441	$1,137,053	$1,517,214	$1,517,214
Est. Cost for COs 13 & 14	N/A	N/A	N/A	N/A	$422,588	$422,588
Est. Cost for Unresolved Change Orders	$0	$0	$1,378,804	$343,343	$154,100	$1,051,963
Est. Credit - Unused Allowances	N/A	N/A	$ (340,000)	$ (393,216)	$ (558,768)	$ (558,768)
Est. Credit - Landscaping/Irr. Scope Removal	N/A	N/A	N/A	N/A	$ (130,000)	$ (130,000)
Allowance Used for Ext. Schedule GCs Cost	N/A	N/A	N/A	$200,000	$174,745	$174,745
Contingency for Unknown Future COs	$1,158,224	$1,176,236	$300,000	$300,000	$25,000	$25,000
Sub-total for Forecasted CMAR Costs	*$25,632,989*	*$24,853,030*	$25,023,060	$25,163,994	$25,181,693	$26,079,556

Overall Project Budget Summary

Line Item	Oct. 2017	Apr. 2018	June 2019	Jan. 2020	Oct 2021 - Low End	Oct 2021 - High End
Engineer (SGM) – Related Costs						
Value Engineering & CMAR Pre-con Services Costs*	$0 - N/A in Oct. '17	$132,606	$132,606	$132,606	$132,606	$132,606
Estimated Engineering Services During Construction Costs	$1,485,000	$1,485,000	$1,451,113	$1,690,838	$1,691,108	$1,691,108
Est. Plant O&M Manual & Record Dwgs	$75,000	$75,000	$42,000	$42,000	$42,000	$42,000
Sub-total for Potential Engineering Costs	*$1,560,000*	*$1,692,606*	*$1,625,719*	*$1,865,444*	*$1,865,714*	*$1,865,714*
Other Costs						
Est. Landscaping Costs	N/A	N/A	N/A	N/A	$130,000	$130,000
Est. Startup Chemicals Costs	N/A	N/A	N/A	N/A	$45,000	$45,000
Est. Utility Service/Connect'n Costs	$80,000	$80,000	$80,000	$48,931	$46,431	$46,431
Est. Mat'ls Testing & Geotech Costs	$80,000	$80,000	$50,000	$65,000	$42,000	$42,000
Est. Brown's Hill Engineering Costs	$0	$0	$20,000	$20,000	$20,000	$20,000
Sub-total for Potential Other Costs	*$160,000*	*$160,000*	*$150,000*	*$133,931*	*$283,431*	*$283,431*
Total Forecasted Cost						
Pre-construction + Construction	**$27,352,989**	**$26,705,636**	**$26,798,778**	**$27,163,369**	**$27,330,838**	**$28,228,701**

Reference Information

As Needed

Original Construction Contract Amounts

Item	Original Contract Amounts	
Cost of Work	$ 20,904,201	(Subject to 75%/25% savings sharing)
Allowances*	$ 698,946	(No savings sharing applies)
Contractor's Fee	$ 1,335,605	
Total Contract (GMP)	**$ 22,938,752**	(Excludes $486K Rebar Pre-Purchase)
*Allowances		
Dewatering	$ 498,946	(ear-marked construction contingency)
Office Furniture	$ 40,000	(Owner discretion item)
Laboratory Equipment	$ 75,000	(Owner discretion item)
Startup Chemicals	$ 45,000	(Owner discretion item)
Earthwork	$ 40,000	(ear-marked construction contingency)

Construction Contract Forecast Summary

Construction Contract Expenditures Projection - Low End	
Original Total Construction Contract Value	**$ 22,938,752**
Executed Change Orders, to-date	$ 1,517,214
Current Construction Contract Value	**$ 24,455,966**
Projected Additional Costs/Savings	
COs No. 13 & 14 - Recommended for Approval	$ 422,588
Unresolved Change Orders Previously Reviewed - Low End Estimate	$ 154,100
Estimated Credit for Landscaping/Irrigation Scope Removal	$ (130,000)
Future PCOs - Estimate (None in Process)	$ -
Subtotal - Itemized Estimated Add'l CO Amounts	$ 446,688
Likely Unspent Dewatering Allowance Savings	$ (394,042)
Likely Unspent Lab Equipment Allowance Savings	$ (44,510)
Unspent CO No. 1 Sewer Bypass Pumping Allowance Savings	$ (18,216)
Likely Unspent Furniture Equipment Allowance Savings	$ (17,000)
Likely Unspent Start-Up Chemicals Allowance Savings	$ (45,000)
Likely Unspent Earthwork Allowance Savings	$ (40,000)
Dewatering Allowance Budget Repurposed for Extended GCs (CO-10)	$ 174,745
Contingency - Unknown Potential Future Changes	$ 25,000
Subtotal of All Projected Potential Add'l Changes	$ 87,665
Subtotal of All Changes, Executed and Projected/Potential	$ 1,604,879
Projected Construction Contract Expenditures at Completion	**$ 24,543,631**

7% of original

Construction Contract Forecast Summary

Construction Contract Expenditures Projection - High End	
Original Total Construction Contract Value	**$ 22,938,752**
Executed Change Orders, to-date	$ 1,517,214
Current Construction Contract Value	**$ 24,455,966**
Projected Additional Costs/Savings	
COs No. 13 & 14 - Recommended for Approval	$ 422,588
Unresolved Change Orders Previously Reviewed - High End Estimate	$ 1,051,963
Estimated Credit for Landscaping/Irrigation Scope Removal	$ (130,000)
Future PCOs - Estimate (None in Process)	$ -
Subtotal - Itemized Estimated Add'l CO Amounts	$ 1,344,551
Likely Unspent Dewatering Allowance Savings	$ (394,042)
Likely Unspent Lab Equipment Allowance Savings	$ (44,510)
Unspent CO No. 1 Sewer Bypass Pumping Allowance Savings	$ (18,216)
Likely Unspent Furniture Equipment Allowance Savings	$ (17,000)
Likely Unspent Start-Up Chemicals Allowance Savings	$ (45,000)
Likely Unspent Earthwork Allowance Savings	$ (40,000)
Dewatering Allowance Budget Repurposed for Extended GCs (CO-10)	$ 174,745
Contingency - Unknown Potential Future Changes	$ 25,000
Subtotal of All Projected Potential Add'l Changes	$ 985,528
Subtotal of All Changes, Executed and Projected/Potential	$ 2,502,742
Projected Construction Contract Expenditures at Completion	**$ 25,441,494**

10.9% of original

To: Mayor and Town Council

From: Brandy Reitter, Town Manager
Tom Gosiorowski, Public Works Director

Date: October 26, 2021

Agenda Item: Brush Creek Management Discussion

REQUEST: Staff requests that the Town Council review an assessment of management observations of the 2021 management of Brush Creek and diversion map.

BACKGROUND: This year was a critically low water year across the western states and in this region. This made the management of the flows in Brush Creek a challenge. Staff was asked to provide an update and assessment of the ongoing management of Brush Creek. The staff has included a link to the Brush Creek Management Plan for review of what the Town and partners agreed to ensure that the flows are adequate for wildlife and water users.

ANALYSIS:
Provide below is summary that Public Works has provided regarding the ongoing management of Brush Creek:

- The Management Plan has largely structured around a Dry Year definition of streamflow below 16.0 CFS at the Love and White Ditch diversion. This year the creek was consistently below this level beginning on August 22.

- The Management Plan also defines a Critical Dry Year as streamflow below 12.0 CFS at the Love and White Ditch diversion. This year the creek was consistently below this level beginning on August 24. There were a few brief periods after August 24 when the stream rose above the Critical Dry Year flow, but not many.

- The biggest challenge in administering the plan this year has been access to the streamflow day. We were able to download data in mid-June, and then not again until September 22. We have not been able to access the data since September 22.

- I am working with Leonard Rice Engineering on a project to repair and upgrade the streamflow gauges before next summer. This project will repair the gauges to provide a consistent measurement of streamflow information and upgrade the gauges to provide for wireless communication of the data. Currently, Town staff must travel to each gauge station with a laptop computer, connect the laptop to each gauge with a cable, download the data, and then analyze the data in the office to calculate stream flows. This is very time-consuming, especially since the Love and White gauge location is difficult to access.

- Historically Town staff have adjusted the diversion headgates to bring diversion flows into compliance with the Management Plan requirements. This is very time-consuming as it involves traveling to each headgate (which are generally difficult to access) and engaging in an iterative process of adjusting the gate and then traveling to the associated measuring flume to measure the flow, and then repeating until the desired flow is reached. This work can easily consume an entire day for two staff persons each time changes are made. In the future, I would like to install measuring gauges with remote data transmission capability on each of these measuring flumes, this would allow us to remotely see how much water is being diverted in each ditch and to then direct the water owners/users to do the work of adjusting the headgates accordingly.

- I have discussed with Mary Elizabeth Geiger and Michael Erion the idea of making revisions to the Management Plan that would largely simplify the document and make it easier to interpret. It would also be desirable to make some substantive changes to the Plan requirements, but I do not believe that we could do so without the agreement of all the parties to the Plan (Town of Eagle, Eagle County, Frost Creek, Eagle Ranch Metro District).

- Earlier this summer, prior to LBWTP being online, we were diverting up to 5 CFS per day at Upper Basin. This is small compared to the agriculture diversions (34.57 CFS in a normal year during July). I point this out because I have heard some community members express that it's our municipal usage that is depleting Brush Creek, but that is not the case, the diversions for the golf courses, Brush Creek Valley Ranch, and Haymeadow are much greater. Currently, we are diverting about 0.5 cfs into the Upper Basin Water Treatment Plant, and about 2.5 CFS into the Lower Basin Water Treatment Plant.

COMMUNITY INPUT:
Community input is not required.

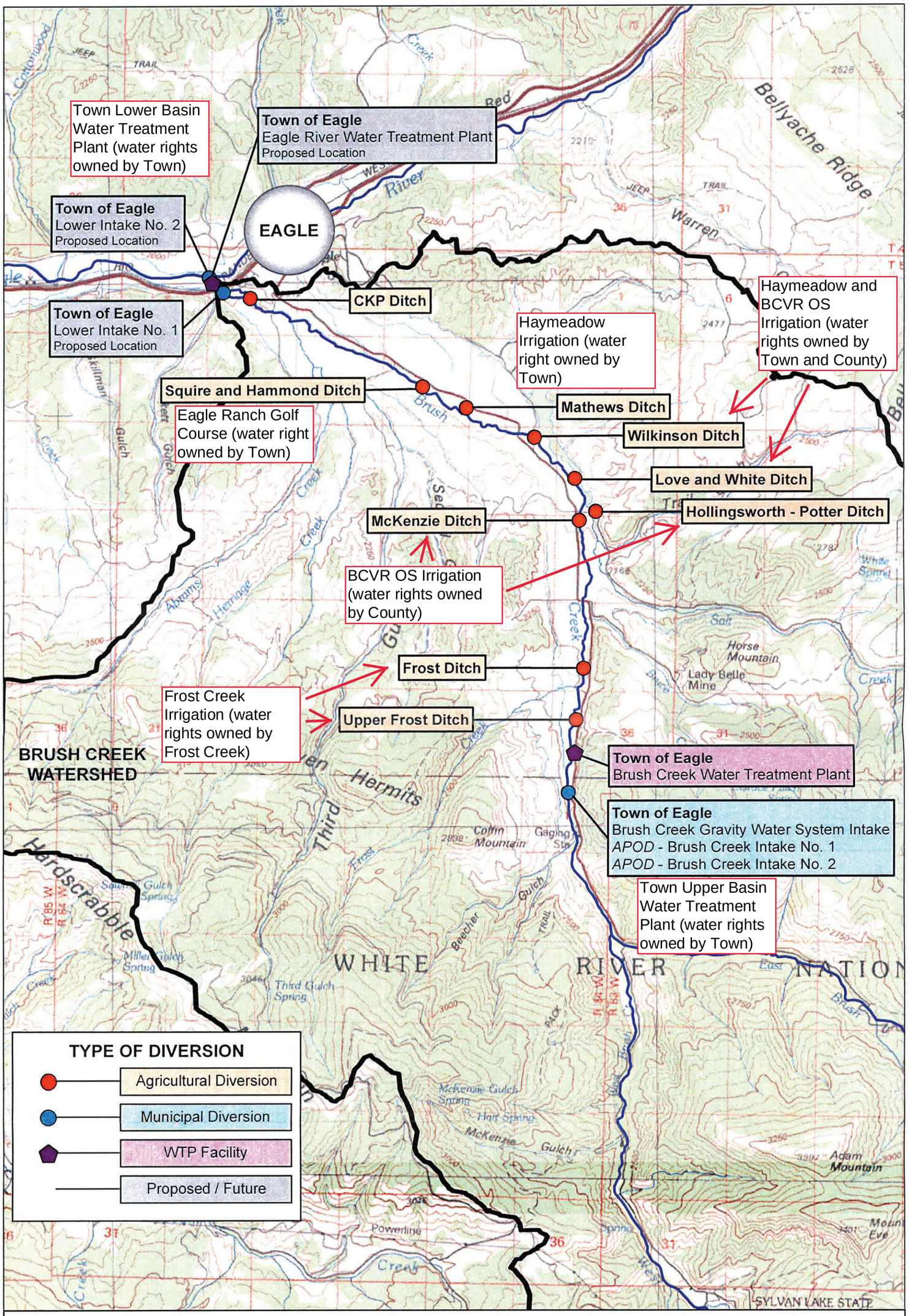
BUDGET/STAFF IMPACT:
Not applicable.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:
This information does not align with the Strategic Plan and is an update provided by staff on the management of Brush Creek.

RECOMMENDED ACTION OR PROPOSED MOTION:

Provide staff with feedback on the update provided above.

ATTACHMENTS:
- 2011 Brush Creek Management Plan [LINK]
- Diversion Map



Source: USGS 100k Map

Figure 5

Water Rights Map of Major Agricultural and Municipal Diversions

Brush Creek Watershed Management Plan

RESOURCE ENGINEERING, INC.
909 Colorado Avenue / Glenwood Springs, CO 81601
(970) 945-6777 Voice. (970) 945-1137 Facsimile

Miles
0 0.5 1 2 3

Date: 03-18-2011
File: 161-13.0
Drawn: ANM
Approved: RSF

To: Mayor and Town Council

From: Peyton Heitzman, Planner I, Community Development Department
Chad Phillips, Director, Community Development Department

Date: October 26, 2021

Agenda Item: Resolution 72, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Ratifying the Planning and Zoning Commission's Adoption of the 2021 Amendment to the Elevate Eagle Comprehensive Plan".

REQUEST:
For Town Council (Council) to ratify the Planning and Zoning Commission's adoption of the 2021 Amendment to the Elevate Eagle Comprehensive Plan.

INTRODUCTION:
This amendment focuses on future land uses within the Town and is intended to help the Comprehensive Plan better meet the needs of the community.

On October 5th, the Planning and Zoning Commission (Commission) held the adoption hearing for the Amendment to the Elevate Eagle Comprehensive Plan. A full analysis of the changes included with this amendment are included in the staff report for the meeting (LINK). The adoption of the Amendment includes many of the changes presented to the Council on September 14th with two exceptions. The Commission approved a modification to the Urban Growth Boundary (UGB) as well as a change to the Character Area Map, and more specifically the I-70 Influence Character Area. A brief summary of all changes included in this amendment is provided in the 'Analysis' section of this report. Staff has also included an analysis for the changes to the UGB and I-70 Influence Character Area.

ANALYSIS:
This amendment proposes the following changes to the Future Land Use Map:

- Changing three properties north of I-70 from the Commercial/Light Industrial land use designation to Mixed Use. These properties include 295 Rule Road, 435 Eby Creek Road, and 85 Pond Road.
- Changing the future land use of 220 E Sixth Street (adjacent to the cemetery) from Public/Institutional to Downtown Neighborhood. The property contains a single-family home.
- Expanding the land designated for East Eagle to align with the planning boundary in the East Eagle Sub Area Plan (EESAP) adoption draft.

This amendment proposes the following changes to the Future Land Use Categories:

- Modifying the text in the Medium Density Residential category under Primary Uses. The text currently reads, "Small lot, single-family units, duplexes/triplexes, and multi-family townhomes". The modified text reads, "Small lot, single-family units, duplexes/triplexes, multi-family, and townhomes".

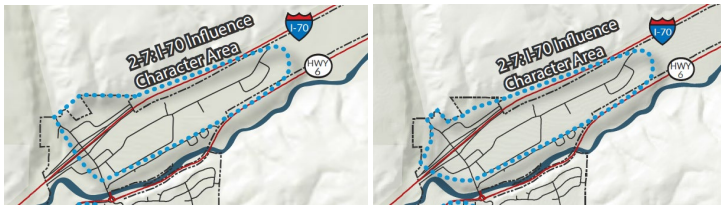
- This amendment is proposing to add On-Site Employee Housing as a secondary use to the Public/Institutional land use category.

Urban Growth Boundary/I-70 Influence Character Area

There was a request to expand the Urban Growth Boundary (UGB) to include a portion of 306 Eby Creek Rd. The property is located north of I-70 and adjacent to 295 Rule Road which is Mixed Use under this amendment. The additional land under the expanded UGB is requesting the Mixed Use land designation. The existing UGB runs along parcel lines. Through this request, the UGB will cross through the property and follow the geographic boundary of the ridge line instead of the property line. The southern portion of 306 Eby Creek Rd that is requesting inclusion in the Town's UGB is relatively flat and developable. The expansion of the Mixed Use designation in this area supports policy 1-1.1 in the Comprehensive Plan to *ensure a healthy mix of housing types and densities (e.g. single-family, duplex, multi-family, mixed-use and accessory dwelling units) to allow for greater diversity.*


Existing Proposed

While 306 Eby Creek Rd is currently outside the Town's UGB, this section of land is within the Town's I-70 Character Influence Area. See page 53 of the Comprehensive Plan for the map of the Character Areas (LINK). The policies of the I-70 Character Influence area conflict with the Mixed Use land use. These policies include:



Existing Proposed

- *2-7.2. Workforce housing that directly supports on-site commercial or light industrial uses is considered an acceptable amount of residential in these districts.*

  Staff comment: The proposed change to Mixed Use will provide residential opportunities beyond workforce housing, conflicting with this Character Area policy. If the Commission agrees, staff suggests the Commission consider modifying the boundary of the I-70 Influence Character Area to exclude these properties.

- *2-7.6. Maintain existing commercial and industrial zoning in the Chambers Avenue, Market Street, Sawatch Road, and Marmot Lane areas.*

  Staff comment: The change from Commercial/Light Industrial to Mixed Use may not fully align with this policy but will maintain the potential for commercial uses on the property that are in the Market Street area.

Due to the conflict between the policies in the I-70 Influence Character Area and the Mixed Use designation, the Commission included a change to the Character Area Map in the amendment.

COMMUNITY INPUT:
Staff has received two additional public comments since the Council last reviewed this amendment to the Comprehensive Plan. Both comments are provided in the packet.

BUDGET / STAFF IMPACT:
No impact to the budget.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:
This amendment to Title 3 of the Comprehensive Plan aligns with the 2020 Strategic Plan's major objective to 'Diversify the Attainable Housing Stock' with the change from the Commercial/Light Industrial land use to Mixed Use north of I-70 that will result in the opportunity for a diversified, attainable housing stock. The major objective to 'Improve Community Responsive Services' is also supported through this amendment. Through this amendment process there have been public discussions and thoughtful evaluation of the Title 3 of the Comprehensive Plan. The regular re-evaluation and update of the Comprehensive Plan is the Town's way of adopting policies and regulations to be responsive to changes in the business environment, which will encourage thoughtful growth and development.

RECOMMENDED ACTION OR PROPOSED MOTION:
Motion to APPROVE Resolution 72, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Ratifying the Planning and Zoning Commission's Adoption of the 2021 Amendment to the Elevate Eagle Comprehensive Plan".

ATTACHMENTS:

- Resolution 72, Series 2021
- Future Land Use Map
- Future Land Use Designations
- Character Area Map
- Public Comment
- P&Z Commission Minutes dated October 5, 2021
- Elevate Eagle Comprehensive Plan (2020) (LINK)

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 72
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO RATIFYING THE PLANNING AND ZONING COMMISSION'S ADOPTION OF THE 2021 AMENDMENT TO THE ELEVATE EAGLE COMPREHENSIVE PLAN

WHEREAS, pursuant to C.R.S. § 31-23-206, it is the duty of the Planning and Zoning Commission (the "Commission") to make and adopt a comprehensive plan, also known as a master plan, for the physical development of the Town, including any areas outside its boundaries, which in the Commission's judgment bears relation to the planning of the Town;

WHEREAS, on October 5, 2021, the Commission held a properly-noticed public hearing on the Elevate Eagle Comprehensive Plan (2021 Amendment) and approved the Elevate Eagle Comprehensive Plan (2021 Amendment) with modifications;

WHEREAS, on October 26, 2021, the Town Council held a properly-noticed public hearing on the Elevate Eagle Comprehensive Plan (2021 Amendment); and

WHEREAS, the Town Council wishes to ratify the Commission's approval of the Elevate Eagle Comprehensive Plan (2021 Amendment) with modifications.

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

Section 1. The Commission's adoption of the Elevate Eagle Comprehensive Plan (2021 Amendment) with modifications is hereby ratified.

INTRODUCED, READ, PASSED AND RATIFIED ON OCTOBER 26, 2021.

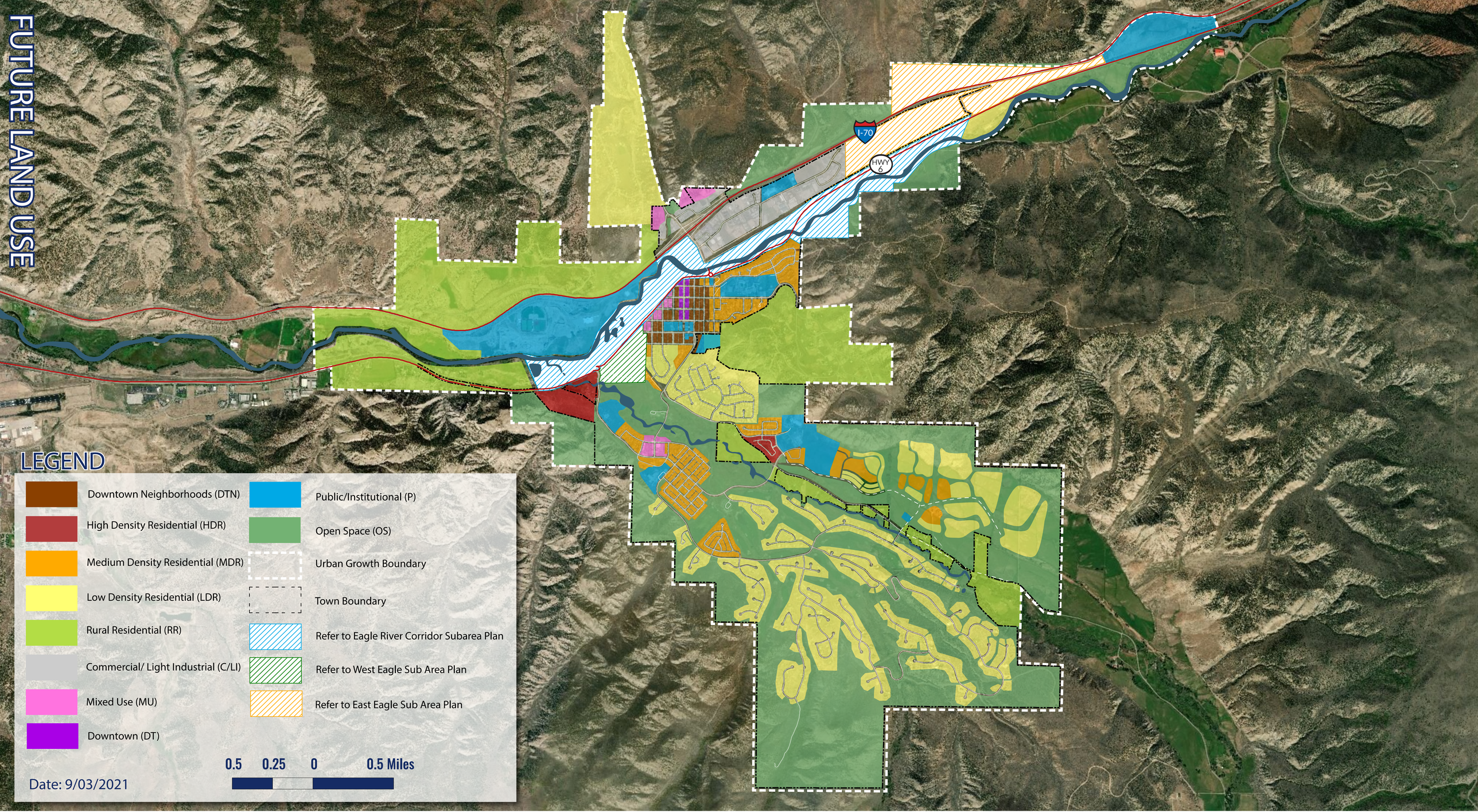
TOWN OF EAGLE, COLORADO

_____
Scott Turnipseed, Mayor

ATTEST:

_____
Jenny Rakow, Town Clerk

FUTURE LAND USE



LEGEND

- Downtown Neighborhoods (DTN)
- High Density Residential (HDR)
- Medium Density Residential (MDR)
- Low Density Residential (LDR)
- Rural Residential (RR)
- Commercial/ Light Industrial (C/LI)
- Mixed Use (MU)
- Downtown (DT)
- Public/Institutional (P)
- Open Space (OS)
- Urban Growth Boundary
- Town Boundary
- Refer to Eagle River Corridor Subarea Plan
- Refer to West Eagle Sub Area Plan
- Refer to East Eagle Sub Area Plan

0.5 0.25 0 0.5 Miles

Date: 9/03/2021

MEDIUM DENSITY RESIDENTIAL







Description:

Single and multi-family neighborhoods built on a traditional development pattern, served by a highly connected street pattern, and interspersed with schools, public facilities, walkable neighborhood amenities, parks, and trails.

PRIMARY USES	SECONDARY USES
Small lot, single-family units, duplexes/triplexes, multi-family, and townhomes.	Public uses, neighborhood and community parks.

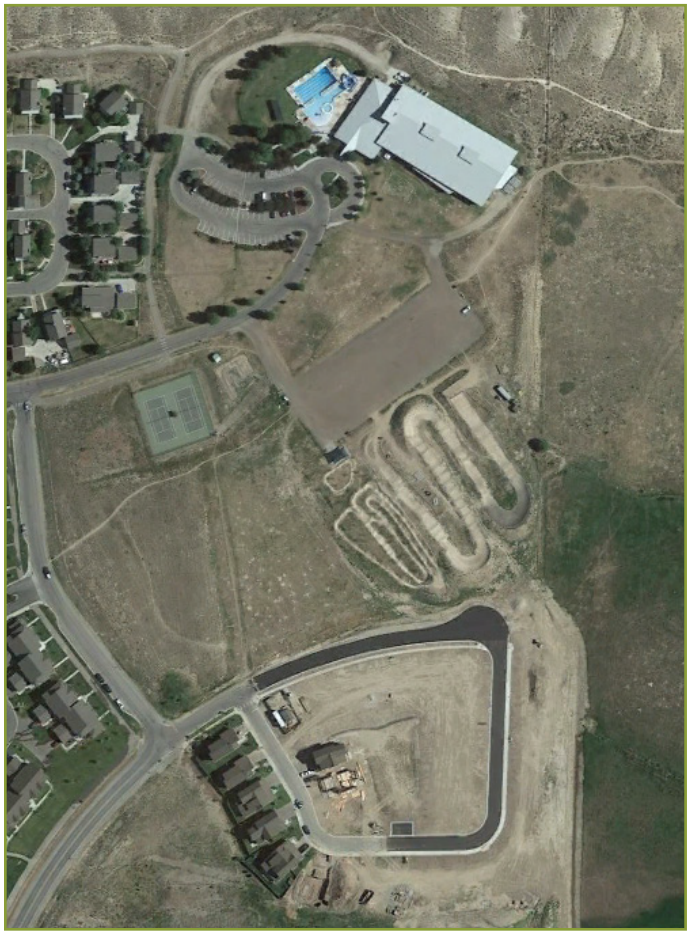
APPROXIMATE DENSITY

4 - 16 DU/Acre

PUBLIC/INSTITUTIONAL



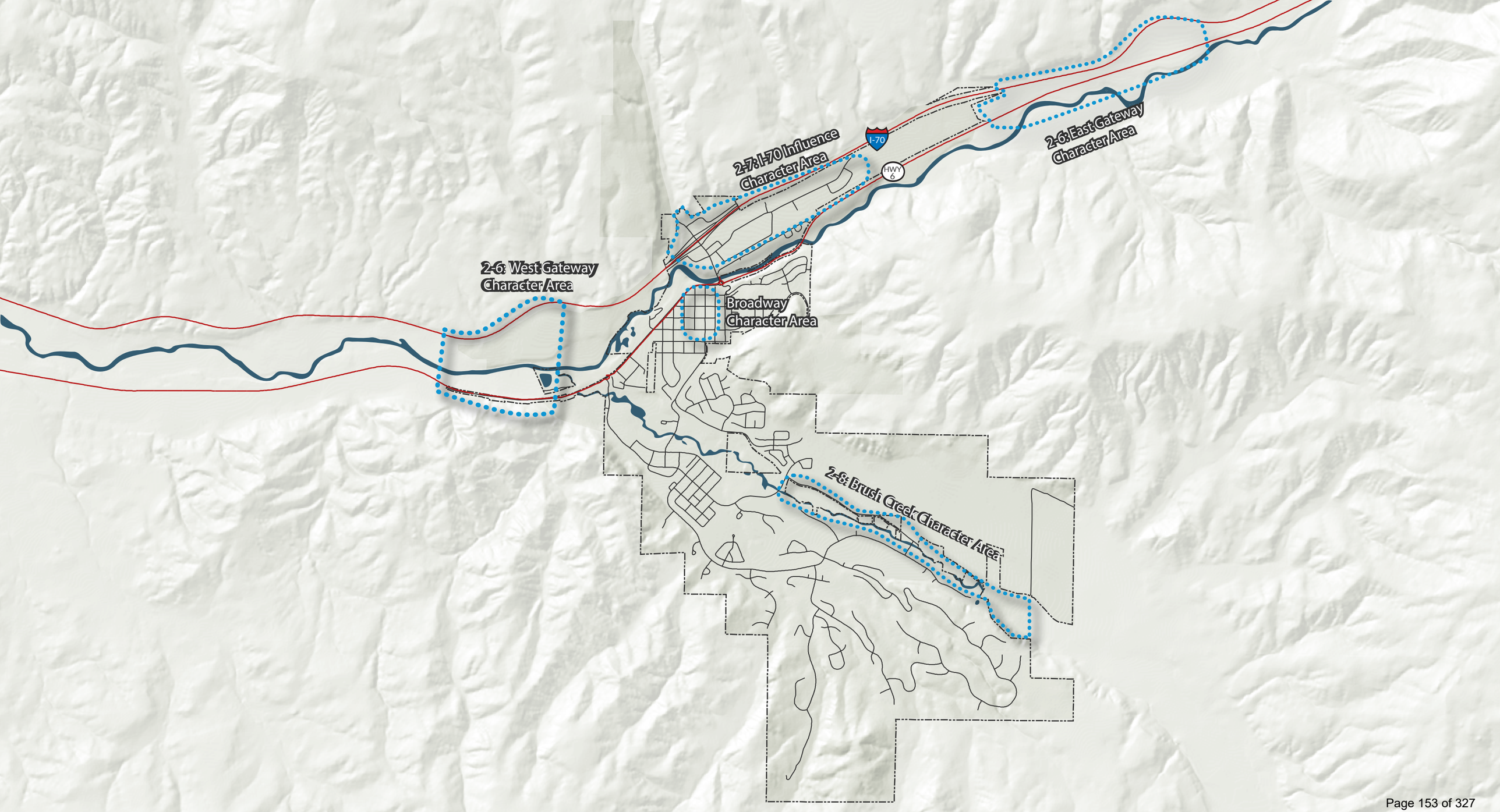




Description:

The Public/Institutional category identified civic uses, such as schools, government buildings, and public service and recreation facilities, within varied settings, including Downtown, along the Eagle River, and within and adjacent to neighborhoods.

PRIMARY USES	SECONDARY USES
Public and civic uses, including recreational facilities, public services, schools, healthcare, and governmental offices.	Accessory Uses On-site Employee Housing


2-7: I-70 Influence Character Area
I-70
HWY 6
2-6: East Gateway Character Area
2-6: West Gateway Character Area
Broadway Character Area
2-8: Brush Creek Character Area

Peyton Heitzman

From: dnudell@vail.net
Sent: Wednesday, September 22, 2021 3:48 PM
To: Peyton Heitzman
Subject: Revised Public Comment on the FLUM re 435 Eby Creek Road

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.

Hi Peyton,

Here is the revised public comment, ready for distribution.

Thank you,

David

MOUNTAIN LIFESTYLE PROPERTIES
David Nudell, Broker/Owner
970-445-1766 (direct), 970-390-0492 (cell)
217 Broadway, Eagle, CO 81631
MountainLifestyleProperties.com dnudell@vail.net

9/22/21

To: Peyton Heitzman, Chad Philips, The Planning and Zoning Commission, and the Town Council

Re: Proposed Future Land Use Change for 435 Eby Creek Road

Thank you All for the hard and detailed work it takes to create an update of this kind. I know from my volunteer work on the Elevate Eagle Community Plan Update Committee which contributed to this file that this is a significant piece of work that has to be very carefully considered by all involved.

I was unfortunately not able to attend the August 31st meeting due to illness, but it had been called to my attention that there had been a transition to adjust the FLUM designation for this property away from High Density Residential (HDR) to Mixed Use (MU).

Part of the rationale for this change had to do with the I-70 Influence Character Area, which speaks to mostly commercial and commercial related uses. This is what all of these parcels were originally zoned for, and why the I-70 Influence Character area was created.

However, over the last two years, the Elevate Eagle Comprehensive Plan update committee has worked hard to re-envision the town, and this is one of the areas of its focus. I believe that the

combination of this visioning, and the rezoning of The House as multifamily residential has changed the character of this area enough to merit a re-examination of the older I-70 Influence Character area, and it should therefore not be the deciding factor in the re-visioning of this area. Staff also remarked that Mixed Use is *also* not completely consistent with the I-70 influence Character Area.

The staff report from August 31, 2021 suggested that this property "may not be commercially viable." This property has been under contract 6 or 7 times over the last 15 years pursuant to commercial developments. It has fallen out of contract every time. The strength of the market for commercial development is inadequate for any project to get off the ground in this location due to the topography, which necessitates an expensive deep cut and retaining wall, as well as its out of the way location. Residential however can garner sufficient revenue to create a successful development there.

Because 435 Eby Creek Road is abutted by The House, which has Multifamily Residential zoning, and also by Eby Creek Mesa, a residential subdivision, and because commercial development on this parcel has not proven to be successful over a long period of time, I ask you to please reconsider High Density Residential (HDR) designation for this parcel on the Future Land Use Map. This request is strongly supported by the property owner, the volunteers and drafters of the Elevate Eagle Comprehensive Plan, and by many of the residents of Eby Creek Mesa.

This request is further supported by the following Comprehensive Plan policies:

1-1.1 supports residential on this parcel, aspiring to " …ensure a healthy mix of housing types and densities (e.g. single-family, duplex, multi-family, mixed use and accessory dwelling units) to allow for greater diversity.

There is a great need in the Town of Eagle for smaller multifamily units as many of those that live and work in town are getting priced out of both the rental and sale markets.

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

This would be a compact neighborhood, walking distance to City Market, banks, restaurants, the park and ride, and the bus stop.

5-3.2. Ensure efficient multimodal connectivity between all residential areas and public destinations.

As discussed above, many popular public destinations are easily reachable on foot and via bicycle from this location, with the park and ride an easy walk away.

In conclusion, there is a great need for multifamily residential in the Town of Eagle, and this is a near ideal location to put it. The area north of I-70 has evolved from a purely commercial zone to one with multifamily residential, which has changed the character of it in a positive way, and fills an urgent need in our town. Any commercial component on this property would be a bit of an orphan, and not synergistic with the other commercial north of I-70. One cannot even see the property sitting at Pickled, looking past 1stBank.

Changing the designation of this parcel back to High Density Residential (HDR) would be consistent not only with the direction of recent redevelopment, but also with the visioning process that led to the creation of the FLUM that was originally put in front of you, as well as helping to fill a great need in the community.

Thank you very much for considering this change.

Sincerely,



David Nudell

dnudell@vail.net

970-390-0492

Thomas M. Boni

PO Box 3625

Eagle Colorado, 81631

tomboni3030@gmail.com

970-366-1435

September 29, 2021

Peyton Heitzman

Planner

Town of Eagle

PO Box 609

Eagle, CO 81631

Re: Expansion of the Urban Growth Boundary – NE Side

Dear Peyton,

The property that we are requesting to be added to the Urban Growth Boundary is a portion of Lot 220C of the Eby Creek Subdivision as shown on the attached aerial photograph. This land is immediately east of Lot 1, Eagle Interchange East Subdivision (Town of Eagle) owned by the applicant and north of Boone's Liquor Store. The land is separated by a steep ridge from the remainder of Lot 220 C thereby making it inaccessible to the remainder of the lot which gains access from Eby Creek Road. The buildable portion of Lot 1 is a bench that extends east into this property. The applicant would like to annex this land into the Town of Eagle and add it to Lot 1, thereby increasing the size of the lot and including the entirety of the existing bench as a development site. We request that this area be identified as Mixed Use on the Future Land Use Map. We have reduced the size of the requested extension to more specially relate to the topography of the area and to avoid the riparian land along Eby Creek.

The Future Land Use Chapter of the Elevate Eagle Comprehensive Plan provides that "flexible interpretation of the boundaries my be granted by the Town Planning Staff, Planning and Zoning Commission and the Town Council provided that the proposed change is consistent with the vision, goals and strategies contained in the Plan."

However, since there is a Minor Amendment to the Comprehensive Plan currently underway, the applicant requests that this minor modification to the Urban Growth Boundary be included in the amendment.

Goal 1.1 of the Plan is to “promote a wide range of attainable housing opportunities.

The strategy listed under this goal is to “ensure a healthy mix of housing types and densities for greater diversity of housing types.” In the “where we live” appendix of the Plan, it is noted that the housing stock of the Eagle is dominated by single family homes (86%) which is significantly lower than the average for the State which is 70%.

This additional land will facilitate the construction of more multi family housing which is supported by this goal. Multi-Family housing is also more attainable than single family housing and provide opportunities for first time home buyers.

Goal 5.3.3 of the Plan is to “promote compact development allowing increased residential, retail and mixed-use densities in areas close to transit stops where appropriate. The location of this land immediately north of the Boone’s Liquor Store and City Market Property is within walking distance of the Eco Transit Stop at Chambers Avenue/Eby Creek Road intersection. The requested expansion of the Urban Growth Boundary located on the north side of the Eagle Interchange will also minimize traffic impacts to the remainder of Town. The requested extension of the Urban Growth Boundary and facilitating the development of this property as part of the Town of Eagle supports this goal.

We look forward to presenting this minor modification to the urban growth boundary to the Planning and Zoning Commission on Tuesday, October 5.

Sincerely,

Tom Boni

Land Planner

Cc: Mike Dantas, Tim Henum


295
295
285
103
360
65
725
25
53
94
94
94
94
94
94
94

MEETING MINUTES
Planning & Zoning Commission
Tuesday, October 5, 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 6:02 PM.

COMMISSIONERS PRESENT
Matthew Hood, Kyle Hoiland, Bill Nutkins,
Charlie Perkins, Jesse Gregg,
Robert Townsend, Keegan Winkeller (via Zoom)

COMMISSIONERS ABSENT
Lani Webb

STAFF
Chad Phillips – Community Development Director
Dennis Wike – Town Engineer
Peyton Heitzman – Planner I
Nikki Davis - Administrative Tech II

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

1. Minutes dated September 7, 2021

MOTION: COMMISSIONER BILL NUTKINS MOTIONED TO APPROVE THE MINUTES. MOTION WAS SECONDED BY COMMISSIONER KYLE HOILAND AND PASSED WITH A VOTE OF 4 (HOILAND, NUTKINS, PERKINS, WINKELLER) IN FAVOR AND 0 OPPOSED. CHAIR MATTHEW HOOD AND COMMISSIONERS ROBERT TOWNSEND AND JESSE GREGG ABSTAINED.

2. Minutes dated September 21, 2021

MOTION: COMMISSIONER BILL NUTKINS MOTIONED TO APPROVE THE MINUTES. MOTION WAS SECONDED BY COMMISSIONER KYLE HOILAND AND PASSED WITH A VOTE OF 5 (HOOD, HOILAND, NUTKINS, GREGG,

TOWNSEND) IN FAVOR AND 0 OPPOSED. COMMISSIONERS CHARLIE PERKINS AND KEEGAN WINKELLER ABSTAINED.

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 6:05 PM. There was no public comment.

PUBLIC HEARINGS

1. Project: Updated to Chapter 3 of the Elevate Eagle Comprehensive Plan (2021)
   File #: LURA21-04
   Staff Contact: Peyton Heitzman, Planner I, Community Development Department
   Chad Phillips, Director, Community Development Department
   Request: Approval of Resolution 02, Series 2021, "A Resolution of the Planning and Zoning Commission of the Town of Eagle, Colorado Amending the Elevate Eagle Comprehensive Plan."

Staff Presentation

Ms. Heitzman provided a brief presentation reviewing the proposed amendments to the Future Land Use Map (FLUM) and Future Land Use Categories. Ms. Heitzman also presented a new request staff received to modify the Urban Growth Boundary (UGB) to include a portion of 306 Eby Creek Road. The property under consideration is within the I-70 Influence Character Area and would be designated as Mixed-Use.

To conclude, Ms. Heitzman asked the Commission if the I-70 Influence Character Area boundary should be amended to avoid conflict between the residential permitted through the Mixed-Use designation. Ms. Heitzman also asked the Commission to consider if there are unintended consequences with expanding the UBG.

Q & A

Chair Hood asked to clarify what uses would be prohibited by redesignating the land north of I-70 from Commercial/Light Industrial to Mixed-Use. Mr. Phillips commented that the Title 4 update will create the new Mixed-Use zone district, and this will help define commercial uses.

Public Comment

Public Comment opened at 6:25 PM.

Tom Boni, 712 Bull Run – Mr. Boni provided a brief presentation related to his request to expand the UGB. Mr. Boni explained that currently, the UGB follows the property line of 306 Eby Creek Rd. The proposed amendment to the UGB would allow the boundary to cross through the property and follow a ridgeline boundary instead. The amended UGB would include 5 acres of 306 Eby Creek Rd. This change would make the adjacent lot, 295 Rule Rd, more buildable. Furthermore, by expanding Mixed-Use designation into this area, Mr. Boni stated that there is potential to build and increase housing density.

Commissioner Perkins asked if extending the boundary would improve driving accessibility for emergency response vehicles. Mr. Boni replied yes and included that there is also enough land to build recreational facilities.

David Nudell, 210 Mesa Drive – Mr. Nudell submitted public comment regarding 435 Eby Creek Rd, just north of 'The House'. Mr. Nudell asked the Commission to consider designating this area as High Density Residential instead of Mixed-Use given that the uses are not yet defined. He also commented that Commercial will not be visible in this location.

Public Comment closed at 6:35 PM.

Deliberation

Commissioner Gregg asked for clarity regarding limiting residential uses within the I-70 Influence Character Area if the boundary is expanded. Commissioner Nutkins was in favor of excluding the UGB expansion from the Character Area to avoid residential use conflicts.

Commissioner Winkeller highlighted the need to better define Mixed-Use designation.

The Planning Commission was in unanimous agreement to approve the presented amendments.

MOTION: COMMISSIONER KYLE HOILAND MOTIONED TO APPROVE RESOLUTION NO. 02, SERIES 2021, "A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF EAGLE, COLORADO APPROVING AND ADOPTING THE 2021 AMENDMENT TO THE ELEVATE EAGLE COMPREHENSIVE PLAN," WITH THE FOLLOWING CONDITIONS OF APPROVAL

- **A. THE FUTURE LAND USE MAP (EXHIBIT A) SHALL BE AMENDED TO REFLECT CHANGES IN LAND USE CATEGORIES;**
- **B. THE "MEDIUM DENSITY RESIDENTIAL" LAND USE CATEGORY SHALL BE AMENDED TO READ AS FOLLOWS: "SMALL LOT, SINGLE-FAMILY UNITS, DUPLEXES/TRIPLEXES, MULTI-FAMILY, AND TOWNHOMES" UNDER THE LAND USE CATEGORY'S PRIMARY USES;**
- **C. THE "PUBLIC / INSTITUTIONAL" LAND USE CATEGORIES SHALL BE AMENDED TO INCLUDE "ON-SITE EMPLOYEE HOUSING" AS A SECONDARY USE;**
- **D. THE I-70 INFLUENCE CHARACTER AREA BOUNDARY SHALL BE MODIFIED TO EXCLUDE THE FOLLOWING ADDRESSES: 85 POND ROAD, 435 EBY CREEK ROAD, 295 RULE ROAD, AND 306 EBY CREEK ROAD.**

MOTION WAS SECONDED BY COMMISSIONER CHARLIE PERKINS AND PASSED WITH A VOTE OF 7 (HOOD, HOILAND, NUTKINS, PERKINS, GREGG, TOWNSEND, WINKELLER) IN FAVOR AND 0 OPPOSED.

Chair Hood closed file LURA21-04.

OPEN DISCUSSION

Commissioner Hoiland asked when the first Land Use and Development Code Update Committee meeting will be. Mr. Phillips replied that this will likely be scheduled for late November, after the election.

Commissioner Perkins asked when we can expect occupancy approval for Broadway Station. Mr. Phillips replied they are starting exterior finishes now.

Chair Hood asked for an update on Hockett Gulch. Mr. Phillips replied they are still grading and relocating gas mains. Also, that the development permit hearing will likely be scheduled in the next couple of weeks.

Staff asked if the Commission could commit to the December 21st regularly scheduled meeting.

ADJOURN

MOTION: COMMISSIONER BILL NUTKINS MOTIONED TO ADJOURN. MOTION WAS SECONDED BY COMMISSIONER KYLE HOILAND AND PASSED WITH A VOTE OF 7 (HOOD, HOILAND, NUTKINS, PERKINS, GREGG, TOWNSEND, WINKELLER) IN FAVOR AND 0 OPPOSED.

MEETING ADJOURNED AT 6:50 PM.

APPROVED:
DATE:

Matthew Hood, Chairman

Nikki Davis, Administrative Tech II

To: Mayor and Town Council

From: Chad Phillips, Community Development Director
Peyton Heitzman, Planner I
Jessica Lake, Planner I

Date: October 26, 2021

Agenda Item: Resolution 73, Series 2021, A Resolution of the Town Council of the Town of Eagle, Colorado to Ratify the Adopted East Eagle Sub Area Plan (EESAP).

REQUEST:
For Town Council to ratify the adopted East Eagle Sub Area Plan (EESAP).

INTRODUCTION:
The EESAP was initiated in Spring of 2021 with the assistance of Zehren and Associates. The EESAP is a long-range planning document that provides guidance on future development for the planning area located in the northeast portion of Town. The Council and the Commission have reviewed multiple iterations of the draft plan and its Future Land Use Map (FLUM).

On September 7th the Council and Commission held a joint work session to discuss the land use categories and provide direction to staff. Direction from this meeting has led to the final adoption draft of the EESAP. The Commission approved adoption of the EESAP during the October 19th meeting.

ANALYSIS:
A summary of feedback provided during the September 7th joint work session can be found in the staff report from the October 19th Commission meeting (LINK). Changes made to the EESAP following the September 7th work session are also identified in the staff report to the Commission.

The Planning & Zoning Commission reviewed and adopted EESAP on October 19, 2021. During the meeting they expressed the following to staff:

- Concern that the property may not see development due to the limited amount of residential.
- That the adoption draft reflects what the Town wants to see in East Eagle in the future.
- That the plan provides options for big box commercial development.
- Would like to see strong design guidelines for the Eastern Gateway (these design standards will be created and codified through the land use code update).

COMMUNITY INPUT:
The Town has received one new public comment from Trinity Red Eagle Development, LLC that is included in the packet.

BUDGET / STAFF IMPACT:
Staff anticipates budgeted funds to cover all project costs.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:
The EESAP supports a number of major objectives in the 2020 Strategic Plan including Improve Community Responsive Services through the adoption of policies that support local businesses (existing and in the future) through thoughtful planning that considers a growing population and the need for large lots to support commercial needs. The major objective to Enhance the Economic Resiliency of the Town Government. The EESAP provides land uses that will support a variety of future business, diversifying revenue sources and enhancing the Town's resiliency. The major objective to Stimulate Economic Vitality and Development is supported in the EESAP as it plans for future land uses that will benefit visitors and businesses alike through thoughtful infrastructure to support land designated for commercial uses.

RECOMMENDED ACTION OR PROPOSED MOTION:
Move to **APPROVE** Resolution 73, Series 2021, A Resolution of the Town Council of the Town of Eagle, Colorado to Ratify the Adopted East Eagle Sub Area Plan (EESAP).

ATTACHMENTS:
- Adoption Plan – East Eagle Sub Area Plan (EESAP) – October 2021
- Resolution 73, Series 2021
- Public Comment
- Draft P&Z Commission Minutes dated October 19, 2021



Town of Eagle

EAST EAGLE SUB AREA PLAN (2021)



Prepared for the Town of Eagle, Colorado

Adopted by the Town of Eagle, Planning & Zoning Commission

Certified by the Chairman of the Commission

_____

Matthew Hood, Planning & Zoning Commission Chairman

_____

Attest

Ratified by the Town of Eagle, Town Council

_____

Scott Turnipseed, Mayor

_____

Attest

ACKNOWLEDGEMENTS

PLANNING & ZONING COMMISSION

Matthew Hood, Chair
Jesse Gregg, Vice-Chair
Charlie Perkins
Kyle Hoiland
Bill Nutkins
Robert Townsend
Lani Webb
Keegan Winkeller

TOWN COUNCIL

Scott Turnipseed, Mayor
Mikel "Pappy" Kerst, Mayor Pro Tem
David Gaboury
Ellen Bodenhemier
Janet Bartnik
Geoffrey Grimmer
Matt Solomon (former Council Member)
Andy Jessen (former Council Member)
Adam Palmer (former Council Member)

TOWN STAFF

Brandy Reitter, Town Manager
Chad Phillips, Community Development Director
Peyton Heitzman, Planner
Jessica Lake, Planner
Nikki Davis, Administrative Tech

CONSULTANTS

Zehren Associates
Pedro Campos
Jesse Gregg

ZEHREN and Associates
Architecture | Planning | Landscape

TABLE OF CONTENTS

Area Map....2
Purpose....3
Introduction....3
Background....3
Regional Context....5
Site Analysis....6
Constraints and Parameters....7
Goals and Policy Topics....10
Future Land Use Map / Circulation Plan....14
Land Use Categories....15
Conceptual Design Direction....16
Implementation....19
Related Plans....21
Appendix....22



AREA MAP - EAST EAGLE

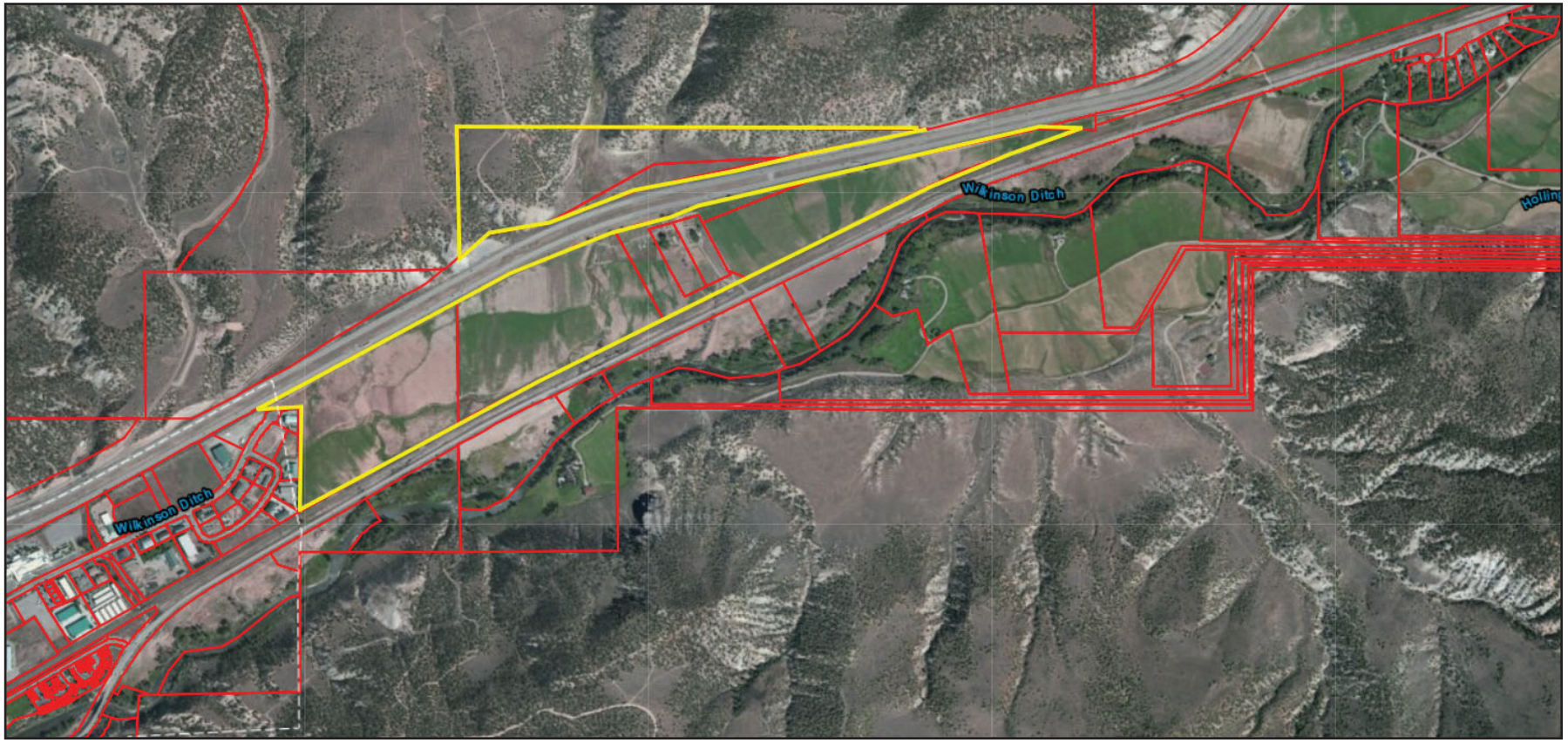
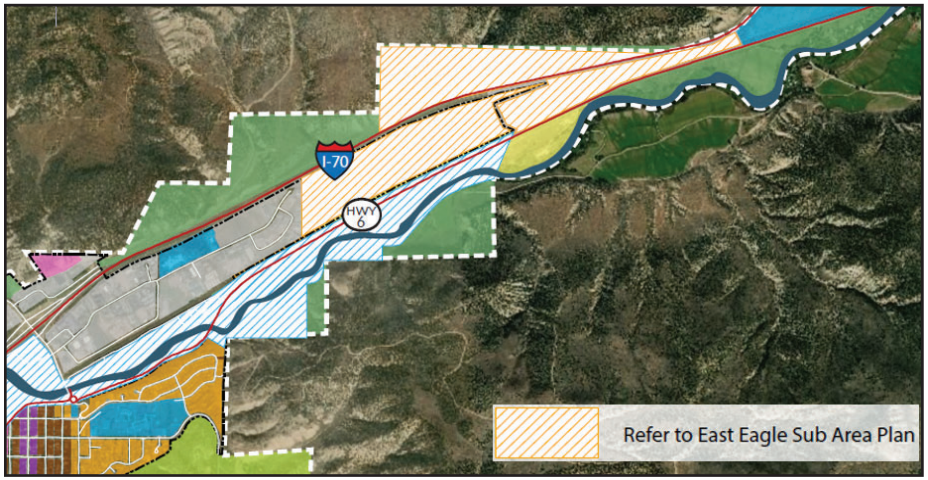


Image A: The 175-acres of the East Eagle planning area is outlined in yellow on this image from Eagle County geographic information system (GIS).

Purpose

The Town of Eagle adopted the 2020 Elevate Eagle Comprehensive Plan (Comprehensive Plan) on December 15, 2020, as a policy document to aid decisions on land use, development, public services, and economic development within the Town's boundary and Urban Growth Boundary. Within the Comprehensive Plan is the Future Land Use Map (FLUM) that provides future land uses within the Town of Eagle. Sections of the FLUM refer to subarea plans for future land use designations. The FLUM refers to this East Eagle Sub Area Plan for the future land use designations of this planning area, known as "East Eagle."

The purpose of this subarea plan is to identify and define desired future land uses and guide future growth that will meet the needs of the community today, and for decades to come.



Graphic B: East Eagle is identified in this snapshot of the Comprehensive Plan's Future Land Use Map (FLUM). A section of East Eagle is identified in the FLUM with orange and white stripes.

The East Eagle property is approximately 175 acres, located in the furthest northeast section of town. The planning area is east of the Chambers Avenue Commercial and Industrial Park, north of Highway 6. Areas north of Interstate 70 are also included in the East Eagle planning area.

Once developed, this property will provide a connection from the east end of Chambers Avenue to Highway 6, enhancing the connectivity to this part of town. Heavy commercial and light industrial development in Eagle has been limited to Chambers Avenue, Eby Creek Road and Market Street, with some light commercial along Highway 6 and in West Eagle. Interstate Commercial is currently limited to Eby Creek Road, Market Street, and the western end of Chambers Avenue. Eagle's downtown is Broadway Street, which connects to Grand Avenue (Highway 6). The East Eagle property is located roughly 1.25 miles from Broadway Street. Walking/running/biking connectivity exists through this property to the Town Center area via the Regional Trail.

East Eagle will be the first development that welcomes westbound visitors as they drive into the Town of Eagle. This plan was designed to include an attractive eastern gateway. Design elements have been incorporated into this plan to create cohesion and encourage high quality development among the different uses in East Eagle.

Introduction

BACKGROUND

While the entire planning area exists within the Town's Urban Growth Boundary, only 100 acres are incorporated into the Town of Eagle. The 100-acres adjacent to Chambers Avenue were annexed into the Town of Eagle in 2006. The current zoning for this portion of East Eagle is Resource (R). The remaining 75 acres to the far east and north of East Eagle are not yet within the Town's boundary, but rather zoned Resource in unincorporated Eagle County. The planning area between I-70 to the north and Highway 6 to the south is currently used as pasture.

Land availability for auto-oriented commercial and industrial uses is limited within the Town. The Chambers Avenue area has few vacant lots remaining. East Eagle provides a large tract of land that can meet the community's future needs for heavier commercial and industrial development. I-70 and Highway 6 both provide locals with ingress and egress

to Eagle. This property is uniquely situated and will provide access to both. The size of the property and its proximity to I-70 spurs an opportunity for highway-oriented development unlike what exists at the Eby Creek Road interchange. The East Eagle Sub Area Plan also includes plans for a future highway interchange, further supporting highway-oriented development.

Eagle has changed substantially from 2006 when a portion of the planning area was annexed into the Town. Eagle Ranch is nearly built out and there are several approvals of other large primarily residential Planned Unit Developments throughout the Town. From 2005 to 2010 the Town of Eagle's population increased by 2,200 people. From 2010 to 2019 Eagle's population increased by roughly another 500 people. While growth certainly slowed over the past 9-10 years, the demand for housing continues to increase and home prices continue to rise. Since 2014, Eagle has annexed an estimated additional 795 acres to the Town. Most of this land is slated for residential development and roughly 1,500 dwelling units are approved (but unbuilt) as of 2021.

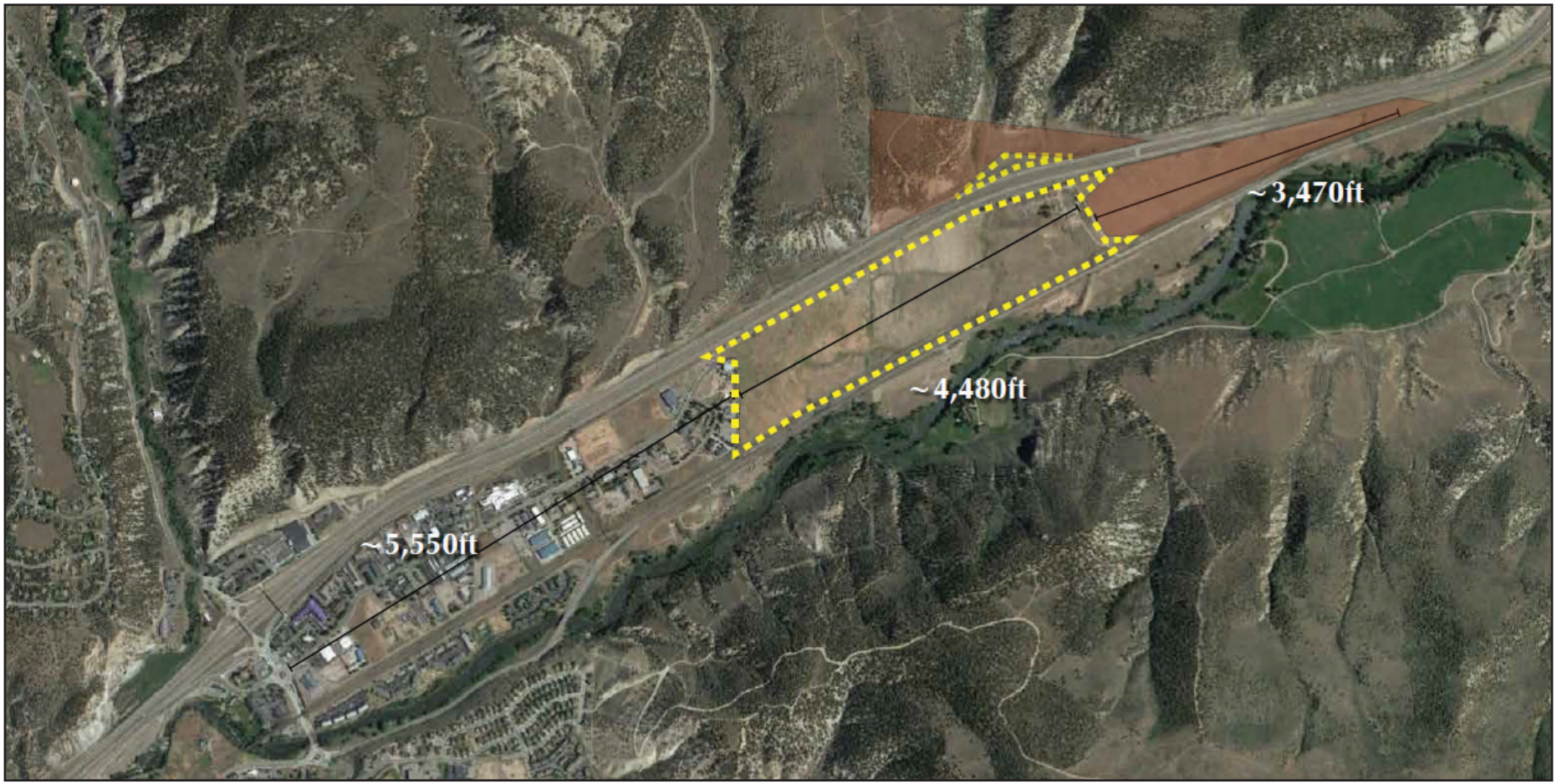


Image C: This Context Map provide the linear feet of different segments of Town including Chambers Avenue (5,550 feet) and the East Eagle area (7,950 feet).

REGIONAL CONTEXT

Commercial businesses in East Eagle will serve the valley with their proximity to the Eagle County Airport that enplaned (origin and destination) 194,905 passengers in 2019. Visitors arriving at the Eagle-Vail Airport drive through Eagle's Grand Avenue (Highway 6) to the Eby Creek / I-70 interchange to get to up-valley destinations. Upon returning to the airport, visitors take the same return trip, as Eagle has one interchange.

The Town of Eagle is within an hour's drive of world class ski resorts that draws in visitors from around the world. The Town of Eagle is surrounded by BLM land and natural attractions such as Sylvan Lake State Park, the White River National Forest and the mining town of Fulford. During the summer, visitors come to the area for access to camping, hiking, mountain biking, fly fishing, rafting, river surfing, etc.

In addition to serving the visitors of the area, East Eagle's commercial and industrial uses will serve nearby communities. The closest municipality to the west is the Town of Gypsum with a population of 7,582 in the year 2019. To the east are unincorporated areas of Wolcott and Edwards. Unincorporated Eagle County had a population of 24,038 in 2019. The total population for Eagle County was 55,070 as of 2019; this population number includes unincorporated Eagle County, Avon, Basalt (partial), Eagle, Gypsum, Minturn, Red Cliff, and Vail.



SITE ANALYSIS

Size

The length of East Eagle along I-70 is greater than the length of Chambers Avenue, as depicted in the Context map (Image C, page 4). East Eagle is approximately 7,800 linear feet while Chambers Avenue is 5,550 linear feet. In terms of depth, the distance from the property boundary abutting I-70 to the north and the southern boundary line ranges from 1,038 linear feet on the west end of East Eagle and gradually reduces in distance heading east. Of the total 175 acres of the planning area, approximately 17 acres is designated for the future highway interchange, leaving 158 acres for other land uses.

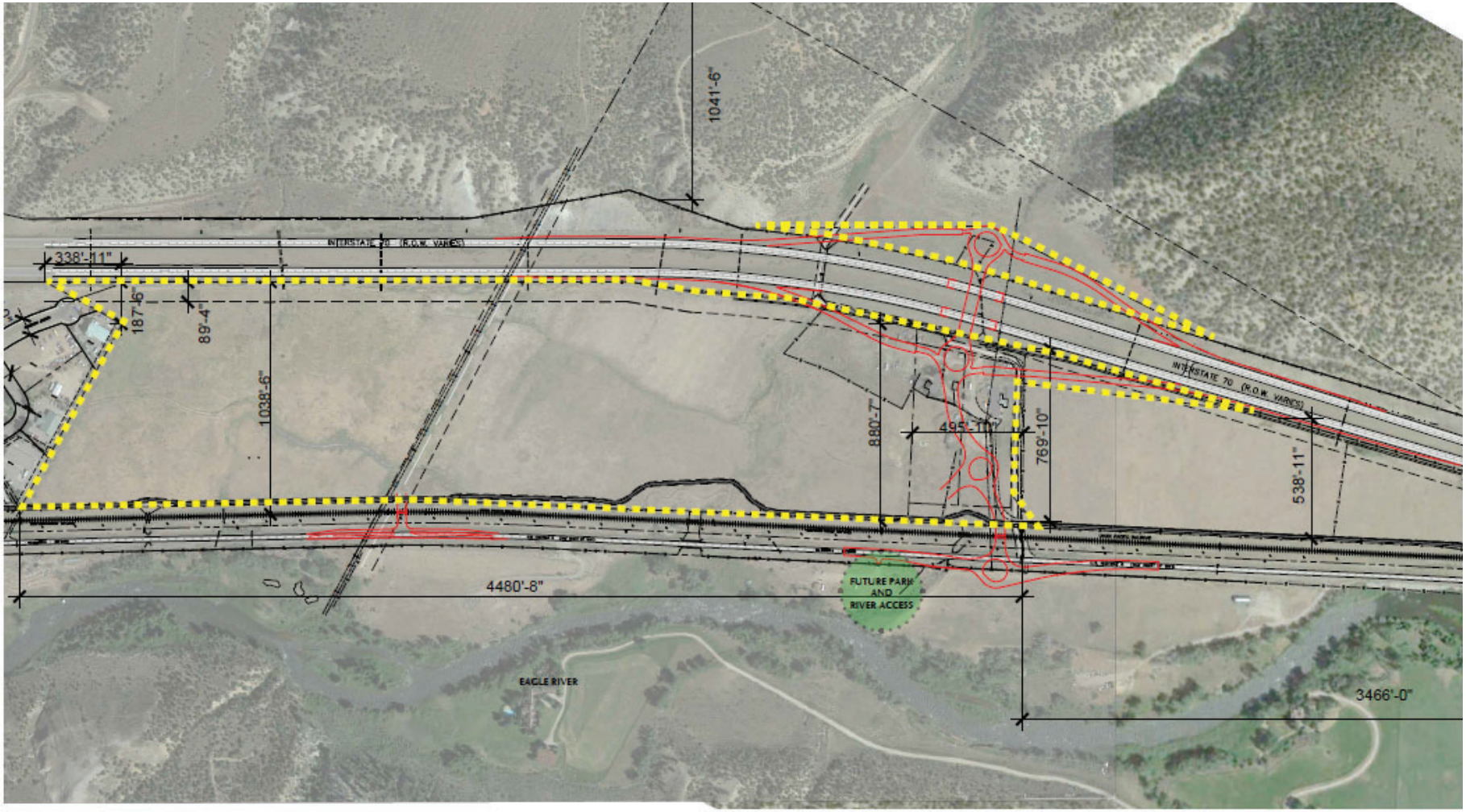


Image D: Site Overlay with Dimensions and Aerial 1:200.

Surrounding Properties

To the north and east of the East Eagle planning area, are properties in unincorporated Eagle County with Resource zoning. Across Highway 6 to the south is the Red Mountain Ranch (RMR) development, which is zoned Planned Unit Development within the Town of Eagle. The Red Mountain Ranch development is currently undeveloped but has received approvals for up to 153 residential units; this development will include both multi-family and single family residential. A future river access and park is planned in RMR and will provide active recreation within close proximity to the East Eagle planning area. To the west is the Chambers Avenue Commercial and Industrial Park with mixed Commercial General and Industrial Town of Eagle zoning. The Eagle Valley Trail and Railroad run parallel between the East Eagle property and Highway 6.

CONSTRAINTS AND PARAMETERS

Though the sub area plan focuses on the area identified as East Eagle, this plan accounts for the regional context and its potential impacts on the development of East Eagle. There is recognition that the Town of Eagle has limited options for expansion, especially expansion and/or annexation of land for commercial and industrial uses. The Bureau of Land Management (BLM) owns land surrounding the Town in every direction, limiting future expansion. BLM land is depicted in pale yellow in Image E.

Aside from the surrounding terrain, East Eagle has its own set of constraints that have impacted this planning process and the conceptual planning design of the property. These constraints include:

- Utility Easement
- Railroad Crossing
- Highway 6 Access Permits
- Drainage
- Future I-70 Interchange
- Regional Trail (ECO Trail)

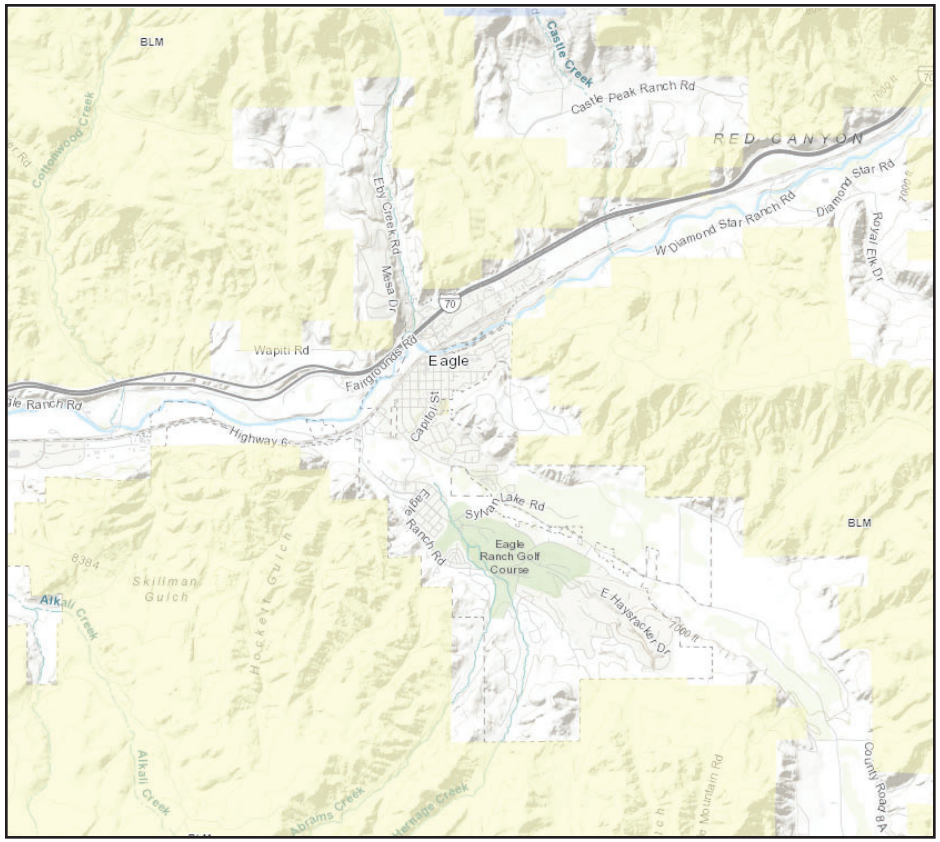


Image E: The pale yellow overlay depicts land owned by the Bureau of Land Management (BLM). Image from Eagle County GIS.

- Visibility from I-70
- Topography
- Market Influences
- Wildlife
- Water Resources

Utility Easement

There is a 100 foot utility easement passing through the planning area from north to south. The easement is approximately 1800 linear feet from the western boundary of the planning area. The easement is used by a Holy Cross Energy powerline running through the property. The

powerline is shown in Image D on page 6.

Railroad Crossing

While presently inactive, there has been community effort to revive the Tennessee Pass rail line for freight and/or passenger use. The rail line stretches from Eagle to Cañon City. If the rail line becomes operational, the community may want to consider a location for a future transit center for the loading and unloading of freight and passengers.

Highway 6 Access Permits

Access permits allowing entrance onto the property from Highway 6 have already been issued by the Colorado Department of Transportation (CDOT). Ther e are two points of access from Highway 6 that are depicted in the Site Overlay with Dimensions and Aerial (Image D, page 6). Not show on the Site Overlay is another access permit located to east end of the property that may impact the location of a third entrance off Highway 6. The existing CDOT Access Permits can be accessed through this LINK.

Drainage

A drainage feature runs through the property. The drainage is located just west of the future highway interchange and runs from north to south. This EESAP preserves the drainage by encouraging development to the west and east. The drainage also serves as a wildlife movement corridor.

Future I-70 Interchange

The Town has identified a need for a future highway interchange that will provide additional access points to the property. The future interchange is intended to address problems with congestion, safety, and facilitate the flow of traffic on Chambers Avenue. The location of the highway interchange is restricted to the east end of the property due to the slope to the north of I-70, that limits the location of the highway on/off ramp. The highway interchange is a large capital investment that may not be constructed in the near future.

Regional Trail

The Eagle County ECO Trail is located along the southern border of East Eagle and follows the railroad track moving east and west. The ECO Trail is a popular public trail system that provides multi-modal access throughout the Eagle Valley.

Visibility from I-70

With tens of thousands of vehicles driving on I-70 each day, East Eagle is highly visible to locals and visitors alike. This visibility has shaped various elements of this planning document such as the eastern gateway, the need for design standards, and importance of landscaping.

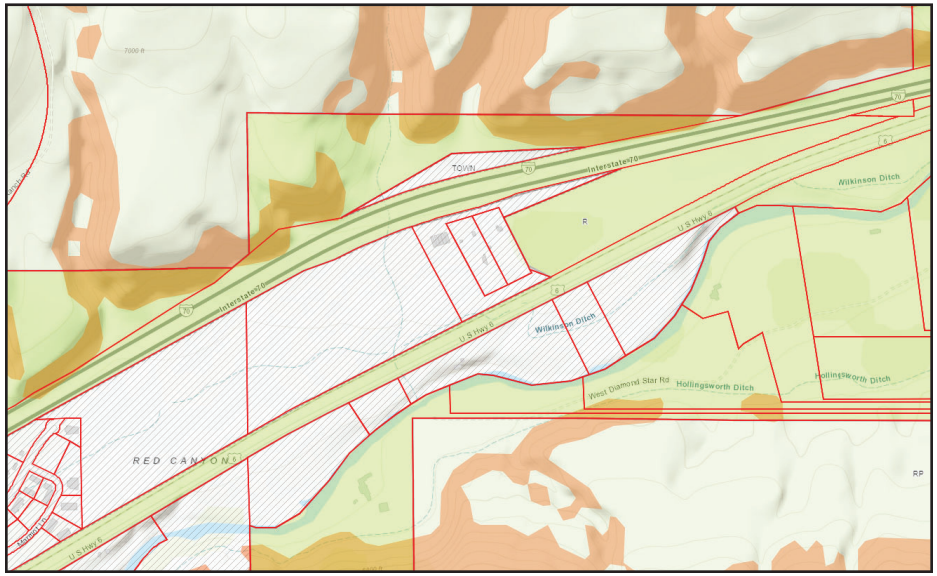


Image F. The pale red overlay depicts where there are slopes greater than or equal to 30%. Image from Eagle County GIS.

Topography

North of the East Eagle planning area are steep slopes that limit the developability of the northermost property. These steep slopes are depicted in red in Image F.

Market Influences

Other constraints taken into consideration during this planning process were changes to markets resulting from a shift to online shopping, only accelerated by the recent COVID-19 pandemic. The shift to online shopping begged the question; will big box be profitable in the future? This question comes with the recognition that the markets change and predicting the future can be an impossible task. The East Eagle Subarea Plan provides flexibility to future commercial land uses by allowing for a variety of commercial uses, rather than restricting the area to large lots for big box/chains.

Wildlife

A vision of the community is to celebrate and preserve its unique connection with the environment by minimizing growth impacts to water and wildlife resources. Numerous goals in the 2020 Elevate Eagle Comprehensive Plan focus on preserving and protecting critical habitat for wildlife as well as riparian areas. Through this planning process, potential impacts to water and wildlife resources were identified and addressed in the Goals/Policies section of the plan.

The local Elk population use the East Eagle area during the winter months. The graphic shows that the southern section of the property is used as Elk winter range.

The Mule Deer population are also active in East Eagle. Mule Deer use a significant portion of the property as a concentration area and the southern portion as a winter range.

Wildlife utilize the underpass at mile markers 147 and 150. The community recognizes that development of East Eagle will disrupt wildlife movement through the property, however efforts can be made to minimize any negative impacts. The EESAP incorporates wildlife friendly goals and policies to mitigate adverse impacts to wildlife throughout several stages of development.

Water Resources

Eagle River is south of East Eagle across Highway 6. Mapping provided by the Colorado Wetland Inventory depicts riparian zones and other water resources. While East Eagle has three streams feeding into the water sources to the south, there are no riparian zones within the planning area.

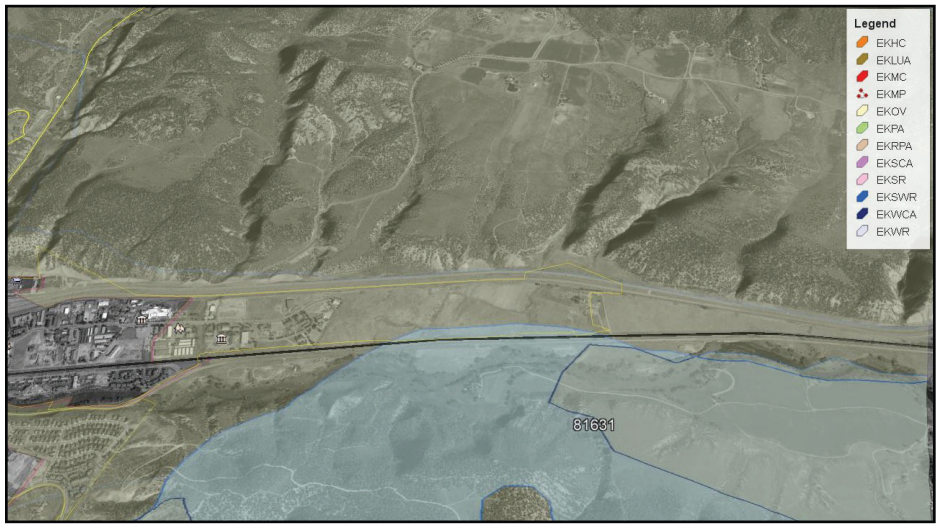


Image G: The graphic shows the Elk winter range overlay.

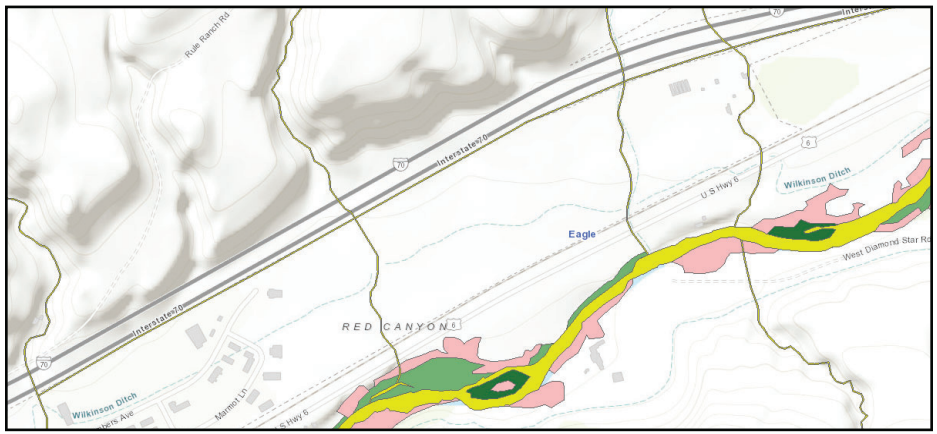


Image H: Colorado Wetland Inventory depicts water resources in East Eagle, including the three streams feeding into the Eagle River. Sensitive wetlands are south of East Eagle along Eagle River.

Goals and Policy Topics

The goals and policies in this section support and advance the Town's vision for East Eagle. Goals articulate a desired ideal and a value to pursue. Supporting strategies are specific policies and action items (under Implementation) that provide a means of implementation for each goal.

DEVELOPMENT

1) Goal: The EESAP shall provide direction for future land use development but shall also include flexibility to accommodate minor modifications that address community or market changes.

- Policy 1.1. Land use areas shown on the Future Land Use Map (FLUM) (see page 14) may be slightly enlarged or reduced if it is deemed by the Town that such modification is other wise in conformance with the goals and policies of the EESAP and the Comprehensive Plan.
- Policy 1.2. While future development should be in conformance with the EESAP goals, policies, and the FLUM, the Town will only support de velopment within the Urban Growth Area after annexation.
- Policy 1.3. Major streets and intersections shown on the FLUM are intended to be flexible in terms of location.
- Policy 1.4. Flexible interpretation of the boundaries of each land use may be granted by the Town Planning staff, Planning and Zoning Commis sion, and Town Council; provided the proposed change is consistent with the vision, goals and policies contained in EESAP.

TRANSPORTATION

2) Goal: Within the planning area, transportation infrastructure shall be located and sized to achieve excellent circulation, avoid congestion, and promote visual qualities.

- Policy 2.1. Streets should provide for free-flowing circulation and allow for access to Chambers Avenue, Highway 6, and I-70.
- Policy 2.2. Final determination of street locations should take into account best practices for circulation in an auto-intensive commercial area.
- Policy 2.3. Streets that access commercial and industrial properties should be wide enough to accommodate large semi-trucks.
- Policy 2.4. Commercial lots should accommodate onsite deliveries and large semi-trucks and trailers without impacting public rights-of-way.
- Policy 2.5. New development should include elements that address current and future public transportation such as buses, multi-use trails, and trains/rail.
- Policy 2.6. Where feasible, the EESAP area should include a frontage road along I-70.
- Policy 2.7. Encourage connection from Chambers Avenue to Highway 6 in the early phases of development prior to adding uses to the extension of Chambers.
- Policy 2.8. To the greatest extent practicable, new development should provide convenient multi-modal linkage to the local and regional trail system.

COMPATIBILITY

3) Goal: To help support Broadway Street and Capitol Street businesses, avoid the creation of a new town center.

Policy 3.1. Promote commercial development that fits the desired character of the community and focuses on businesses that rely primarily on vehicular rather than pedestrian access.
Policy 3.2. Pedestrian amenities should focus on utilizing the ECO Trail and access to Broadway Street rather than creating a walkable shopping area within the EESAP.
Policy 3.3. The EESAP area should provide lots that can accommodate mid-size to large-size services and retailers.
Policy 3.4. Landscaping should be utilized to reduce large areas of asphalt with a naturalistic element, as a buffer between incompatible uses, and to create more attractive streetscapes between I-70 and other roads or developments.
Policy 3.5. Avoid developments that create the downtown feel (e.g. zero lot line allowance from the front yard).

OUTDOOR LIFESTYLE

4) Goal: The EESAP area shall contribute to the Town's outdoor/active lifestyle by encouraging recreation and tourism-based opportunities.
Policy 4.1. Larger scale commercial recreation uses and businesses should be encouraged.
Policy 4.2. Development should be planned to provide easy access to the ECO path and a thoroughfare to the river.
Policy 4.3. Development should provide opportunities for recreational amenities to support local businesses, employees, residents, and visitors.
Policy 4.4. Encourage new development to provide adequate parks, trails, other recreational facilities, and connections to pedestrian/bicycle-oriented amenities such as the River Access and Park proposed for the Red Mountain Ranch Development.

WILDLIFE

5) Goal: Protect and preserve wildlife habitat, movement corridors, and other sensitive lands.
Policy 5.1. Remove unnecessary fencing, minimize the use of fencing where possible, and if fencing is necessary, encourage the use of wild life-friendly fencing according to Colorado Parks and Wildlife standards.
Policy 5.2. Vegetation screening should be used to buffer the wildlife movement corridor from future development.
Policy 5.3. The wildlife movement corridor should be of sufficient width to effectively funnel wildlife movement through existing wildlife under passes.
Policy 5.4. Cluster development where possible to preserve open space for wildlife movement.
Policy 5.5. New development should be phased to limit disturbance.
Policy 5.6. Encourage and support wildlife mitigation plans approved by Colorado Parks and Wildlife.
Policy 5.7. Locate parks to take advantage of wildlife areas.
Policy 5.8. Traffic calming measures should be considered to reduce driver/wildlife encounters and traffic casualties.
Policy 5.9. Encourage the incorporation of bear proof trash cans and domestic preditor controls with future development.

SUSTAINABILITY

6) Goal: New development in the EESAP area supports environmental and sustainability efforts.
- Policy 6.1. Tree species should be native, drought-resistant, and consistent with the Town's alpine and high desert landscape.
- Policy 6.2. Xeriscaping is highly encouraged.
- Policy 6.3. Future development should pay special attention to, and avoid, development hazards such as steep slopes and drainages.
- Policy 6.4. Encourage green building techniques including but not limited to LEED certifications, the installation of solar panels and other re newable energy solutions.
- Policy 6.5 Utilize non-potable systems for irrigation where possible.

COMMERCIAL OPPORTUNITIES

7) Goal: Provide opportunities for the expansion of commercial and light industrial uses.
- Policy 7.1. Accessory on-site employee housing is encouraged throughout the planning area to support business opportunities.
- Policy 7.2. Avoid "strip" commercial development along Highway 6. Use clusters of compact development set back from the highway where prac ticable.

PARKING

8) Goal: The EESAP area will include adequate parking areas located and buffered to avoid visual blights as seen from I-70 and Highway 6.
- Policy 8.1. Portions of parking lots should be encouraged to be located to the rear of buildings with buildings situated closer to the street front age. Look for opportunities for consolidated parking lots with shared parking and internal connections within parking lots.
- Policy 8.2. Parking lots should provide sufficient landscaping for shade coverage.
- Policy 8.3. Developments that provide employee housing units shall provide on-site parking and shall avoid dependence on on-street parking for employees and guests.

CHARACTER AND IDENTITY

9) Goal: Enhance the community's identity and quality of life by promoting the Town's visual character.
- Policy 9.1. New development should support design elements that reflect the western slope mountain town appearance (historic mountain west/mountain modern)
- Policy 9.2. Discourage proposals that include architectural styles inconsistent with that of Colorado's Western Slope mountain towns and high

desert.

Policy 9.3. Strongly encourage new development to include native, drought-resistant landscaping species and/or xeriscaping.

Policy 9.4. The EESAP area shall provide open spaces that benefit trail users, wildlife, and provide quality visual buffers adjacent to development.

EASTERN GATEWAY

10) Goal: Create a quality, welcoming Eastern Gateway that reflects the image of the Town.

Policy 10.1. Enhance the Eastern Gateway through landscaping, streetscape character, and design aesthetics.

Policy 10.2. The gateway design elements should integrate features associated with the Colorado's Western Slope Mountains/high desert and may include items that reflect active outdoor recreation.

Policy 10.3. The area between the frontage road and I-70 should include landscape buffers to support the aesthetics of the area.

Policy 10.4. If frontage road is not feasible or appropriate, landscaping or buffering should be integrated so that the rear of the building is screened from I-70. Colorado Department of Transportation requirements should not impede the goal of screening.

Policy 10.5. Locate entryway features at the future I-70 interchange and at the EESAP land furthest east between I-70 and Highway 6.

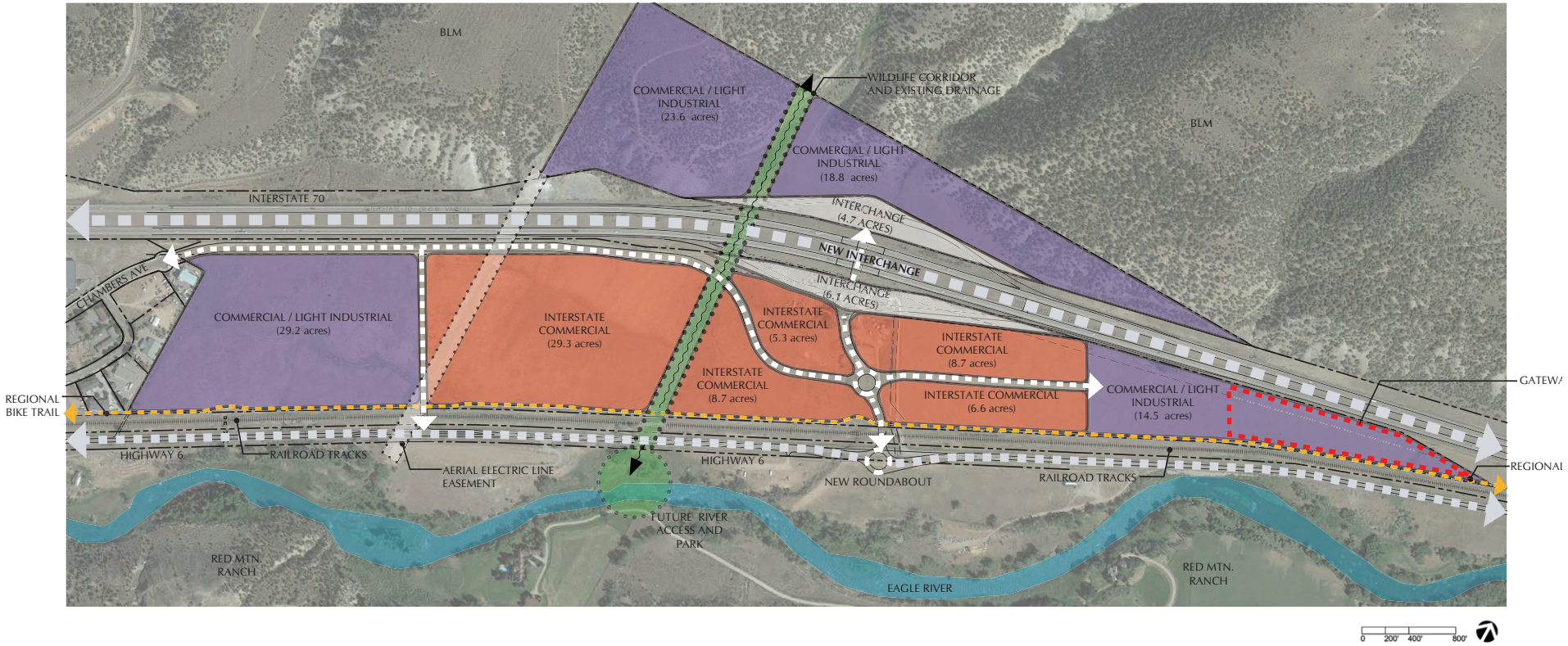
Policy 10.6. Ensure that the rear of buildings are not the dominant features for development abutting and as seen from I-70.

Policy 10.7. Ensure that development located on the eastern edge of East Eagle between I-70 and Highway 6 is appropriatedly spaced to blend with agricultural and County Resource zoning. Uses in this area should transition from low impact uses to the furthest east to gradually higher impact uses as the development moves west towards the I-70 interchange.

Future Land Use Map / Circulation Plan

The Future Land Use Map (FLUM) portrays the study area's desired future. It is a tool to guide zoning decisions in East Eagle. The FLUM identifies locations of anticipated, and community-supported land uses over the next 10 to 20 years.

Division between land use categories generally follows parcel lines, roadways, and other geographic boundaries. Future land use and zoning category changes shall generally adhere to the FLUM but may vary due to development constraints or other factors that would make strict adherence difficult or impossible. Flexible interpretation of the boundaries may be granted by the Town Planning staff, Planning & Zoning Commission, and Town Council, provided the proposed change is consistent with the overall vision, goals, and strategies contained in this Plan.



Future Land Use Diagram

LAND USE CATEGORIES

COMMERCIAL/LIGHT INDUSTRIAL

This area will include uses common to those that exist in the Chambers Avenue area but with larger lots that are more accessible to delivery trucks. Such uses include those typically seen in light industrial areas such as manufacturing, assembly, storage, distribution, repair, service, contractor's yards, outdoor retail, and kennels, AND commercial/retail uses typically not found on Broadway Street such as restaurants with drive up windows, grocery stores, gas stations, service establishments, storage facilities, and recreation establishments. Residential uses are limited and will mainly include accessory employee units.

INTERSTATE COMMERCIAL

This area should take advantage of the vehicular traffic present at interstate interchanges and provide the Town's citizens with alternatives to driving out of town for goods and service. This area shall primarily include lodging, regional retail, large-format restaurant, convenience stores/gas stations, and may include other service and recreation establishments. Because this will also be the eastern gateway to the Town of Eagle, uses should reflect the character of the Town's active/outdoor branding in addition to maintaining high quality design elements. Residential uses are limited and will mainly include accessory employee units.

Conceptual Design Direction

Feedback received from the elected and appointed officials as well as the general public has stressed the importance of the aesthetics of East Eagle. This section of the EESAP provides design direction to help this area achieve high-quality aesthetics. The design direction is intended to aid developers by providing general parameters for the future design of East Eagle.

ARCHICTECTURAL DESIGN

Eagle is an eclectic mix of architectural styles and residents prefer a mix of styles throughout Town and our various neighborhoods. In East Eagle, the architectural style should be reflective of the Town's Outdoor Recreation Brand and should pay tribute to the Historic Mountain West as well as incorporate a Mountain Modern aesthetic where appropriate.





Examples of the Historic Mountain West architectural style.





Examples of the Mountain Modern architectural style.

LANDSCAPING

Landscaping serves as a critical element of the EESAP. Landscape buffers should be used to visually screen commercial and industrial buildings from drivers on the highway. Massing in landscaping will be used to provide visual appeal through a variety of plant material.

Plant selection should be intentional to achieve the goals of this plan. Types of trees should include evergreen and trees appropriate for the Colorado environment. Xeriscape landscaping should be utilized whenever possible. High desert landscaping reflects the character of Eagle and should be incorporated into any landscape design. Xeriscape encourages water conservation, especially in our arid, dry landscape. The use of xeriscape design does not mean the elimination of plantings and should not result in large areas of gravel or dirt without plantings.

WATER-WISE/XERISCAPE LANDSCAPING



All photographs of xeriscape gardens were provided by Plant Select (plantselect.org).

The image below shows Achnatherum calam grostics (common name UNDAUNTED Alpine Plum Grass). Photo by Scott Skogerboe.





The image below shows a Penstemon rost Bridg- es. Photo by D. Winger Smaller.



STREETSCAPE CHARACTER

A mix of trees and shrubs should be incorporated into the streetscape in East Eagle. Evergreen trees or large shrubs should be limited to the I-70 buffer zone and for screening and shade in commercial properties and parking lots. Low rocks, grasses, and flowers should be utilized along streets and roadways. Streets and roadways should be constructed to handle large semi-trucks and trailers (and other vehicles with large turning radius).





Examples of high alpine streetscapes.

EASTERN GATEWAY

Direction from this portion of the plan came directly from the public through public meetings and surveys and from guidance in the Eastern Gateway Character Area is defined in the Elevate Eagle Comprehensive Plan. A strong landscape buffer should be incorporated along I-70 and at the planned eastern interchange in order to screen commercial and industrial uses, reduce noise impact of the interstate and provide a visually appealing eastern gateway to visitors and residents.



The image above shows an example of a strong landscape buffer to screen the commercial use.

Implementation

Action Items

This section provides a list of action items. Action items provide the Town and community partners specific steps to implement the goals provided in the East Eagle Subarea Plan. The implementation of action items can take time, necessitating regular, even annual, re-assessment and re-prioritization of these action items.

ITEM NO.	ACTION	TIME FRAME	RESPONSIBILITY / POTENTIAL PARTNERS
1	Regularly review goals and policies to ensure alignment with goals and policies from the Elevate Eagle Comprehensive Plan.	ST, MT, LT	Town (Community Development)
2	Explore funding/partnership opportunities for development of the I-70 interchange.	ST, MT, LT	Town, CDOT, Grants
3	Obtain a traffic study to understand circulation and traffic patterns to be generated by new development in East Eagle.	ST, MT	Town (Public Works/Community Development), Developer
4	Incorporate design and landscape standards into the updated land use code.	ST	Town (Community Development)
5	Coordinate with Red Mountain Ranch and Colorado Department of Transportation for actual locations of access points on Highway 6.	ST, MT	Town, Developer, CDOT, RMR
6	Create zone districts through the updated land use code that avoid inappropriate uses that would result in a new town center.	ST	Town (Community Development)
7	Explore PIF options to have new development pay its own way.	ST, MT	Town, Developer
8	Explore the opportunity for a pedestrian connection under Hwy 6 to the future river access & park.	ST, MT	Town, Developer, Developer of RMR PUD
9	Consider Colorado Parks and Wildlife best practices in land use code update to mitigate adverse impacts to wildlife.	ST	Town, CPW
10	Commission feasibility study for a wildlife overpass (rather than underpass) to help facilitate wildlife movement across I-70. Consider opportunities to improve existing underpass.	ST, MT	Town, CPW, CDOT, Eagle County
11	Review ECO trail location throughout development to ensure connectivity and public safety.	ST, MT, LT	Town, Developer, Eagle County

12	Inform future residences and businesses about cohabitating with wildlife.	ST	Town, Residents, Developer, Businesses, CPW
13	Conduct feasibility study of the Town's ability to provide water and wastewater services to the far eastern and northern areas within East Eagle.	ST, MT	Town (Public Works)
14	Create standards as part of the development code update to increase the quality of storm water runoff from development sites. The standards should utilize solutions such as rain gardens, bioswales, and naturalistic basins.	ST	Town (Community Development/Public Works)
Key: ST = Short Term (1-5 years) MT = Mid Term (5-10 years) LT = Long Term (10-20 years)		Town = Town of Eagle CPW = Colorado Parks & Wildlife CDOT = Colorado Department of Transportation	

RELATED PLANS

The 2020 Elevate Eagle Comprehensive Plan and the 2018 Eagle County Housing Study are long range planning documents used to assist the development of the EESAP. The planning area may be affected by policies in other long-range planning efforts that are ongoing. All adopted long-range planning projects can be accessed on the Town of Eagle website and through this LINK.

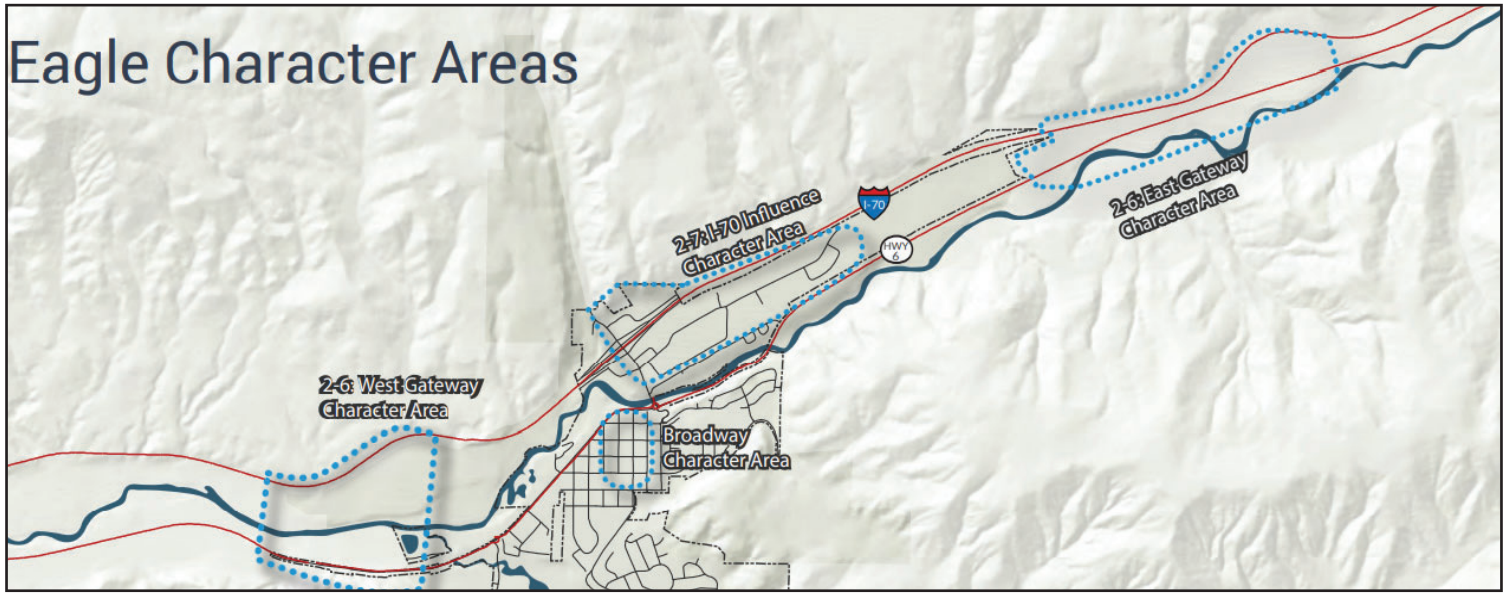
2020 Elevate Eagle Comprehensive Plan

The 2020 Elevate Eagle Comprehensive Plan (Comprehensive Plan) is the primary document used by the Town of Eagle to guide future growth and development. The Comprehensive Plan identifies Character Areas in Eagle to provide guidance to specific tracts of land. A portion of the East Gateway Character Area is included in the East Eagle planning area. The East Gateway Character Area provides policies that support attractive, well-maintained landscaping as well as aesthetic architecture at the community's gateways. These same policies inform and support the Goal #11 and supporting policies in the EESAP. Landscaping and aesthetics are important components of the Comprehensive Plan in general, and this sub area plan seeks to incorporate design standards for this highly visible land.

The importance of locating highway-oriented businesses in the vicinity of Eby Creek Road is documented in the Elevate Eagle Comprehensive Plan. The East Eagle Sub Area Plan will also include plans for a future highway interchange and should also include a land use category for highway-oriented businesses.

2018 Eagle County Housing Study

The community and its elected/appointed officials recognize the desperate need for attainable housing valley wide. A question considered with the assemblage of the Future Land Use Map (page 14) is what the appropriate amount of housing is for East Eagle. The Eagle County House Study (2018) was used as a tool for this determination, as well as for the formation of Goals/Policies for the EESAP. Relevant takeaways from the Eagle County Housing Study include the need for a diversity of housing products. The study noted the high importance of character, affordability and residential amenities for residents in the valley. Eagle is largely made up of families. When the study came out, it found that almost half (48%) of down valley households included children.



APPENDIX

A PUBLIC ENGAGEMENT OVERVIEW

B PUBLIC SURVEY AND RESULTS

C HOUSING SNAPSHOT (2021)

D ZEHREN AND ASSOCIATES PACKET

E PLAN GRAPHICS



APPENDIX A - Public Outreach

Public Outreach

Summary

The East Eagle Subarea Plan is the result of community collaboration. At the time of these planning efforts, East Eagle was under the ownership of two entities. The planning area is owned by two entities. Throughout the planning process, these owners met with staff to provide input on future land uses in East Eagle. Public participation was encouraged through numerous formats including a Public Open House on March 31st. Public input was received through live polling during the a Planning Commission work session and through a public survey. The survey questions and results are available in Appendix B.

The Planning Commission and Town Council held nine public meetings collectively to provide input on the plan and receive public feedback.

Challenges

Public engagement efforts transformed throughout the process. The Public Open House and the first Planning Commission work session were held virtually due to emergency restrictions in place from COVID-19. The live polling at the Planning Commission work session was conducted through the Zoom platform. The public survey was made available online, and advertised through the Town's website and the Town of Eagle Facebook page. The first in-person discussion on EESAP was held June 1st during a Town Council work session. The remaining public meetings to discuss EESAP were available to the public through a hybrid meeting that allowed in-person and virtual attendance.

Public Meetings

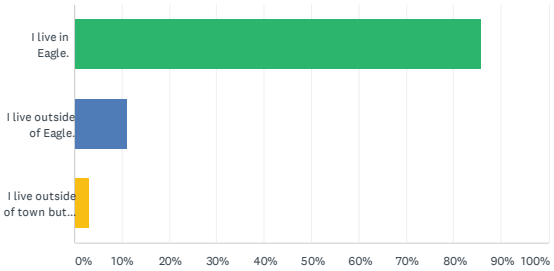
Public Open House	March 31st
Planning Commission	May 4th
Town Council	June 1st
Town Council	June 8th
Planning Commission	June 15th
Town Council	July 13th
Town Council & Planning Commission Joint Work Session	September 7th
Planning Commission Adoption Hearing	October 19th
Town Council Ratification Hearing	October 26th

APPENDIX B - Public Survey and Results

Public input was also solicited through live Zoom polling during a Planning Commission work session on May 4, 2021 and through a survey made available from May 7th - May 21st. The questions in the Zoom poll and survey were substantially the same. The combined results can be found on the following pages.

Q1 Do you live in Eagle?

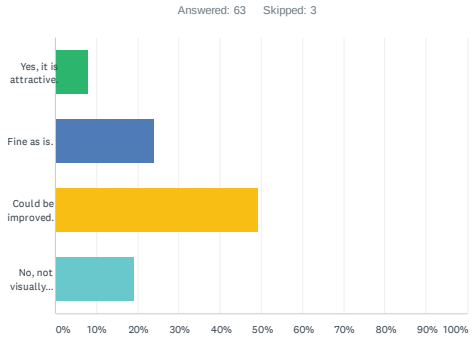
Answered: 63 Skipped: 3



ANSWER CHOICES	RESPONSES	
I live in Eagle.	85.71%	54
I live outside of Eagle.	11.11%	7
I live outside of town but would like to move to Eagle in the future.	3.17%	2
TOTAL		63

Q2 Are you happy with the appearance of Town driving west on I-70?

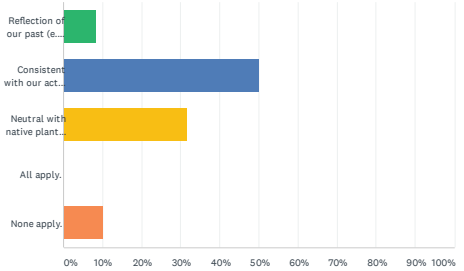
Answered: 63 Skipped: 3



ANSWER CHOICES	RESPONSES	
Yes, it is attractive.	7.94%	5
Fine as is.	23.81%	15
Could be improved.	49.21%	31
No, not visually pleasing.	19.05%	12
TOTAL		63

Q3 What should visitor's first impression be driving into Town?

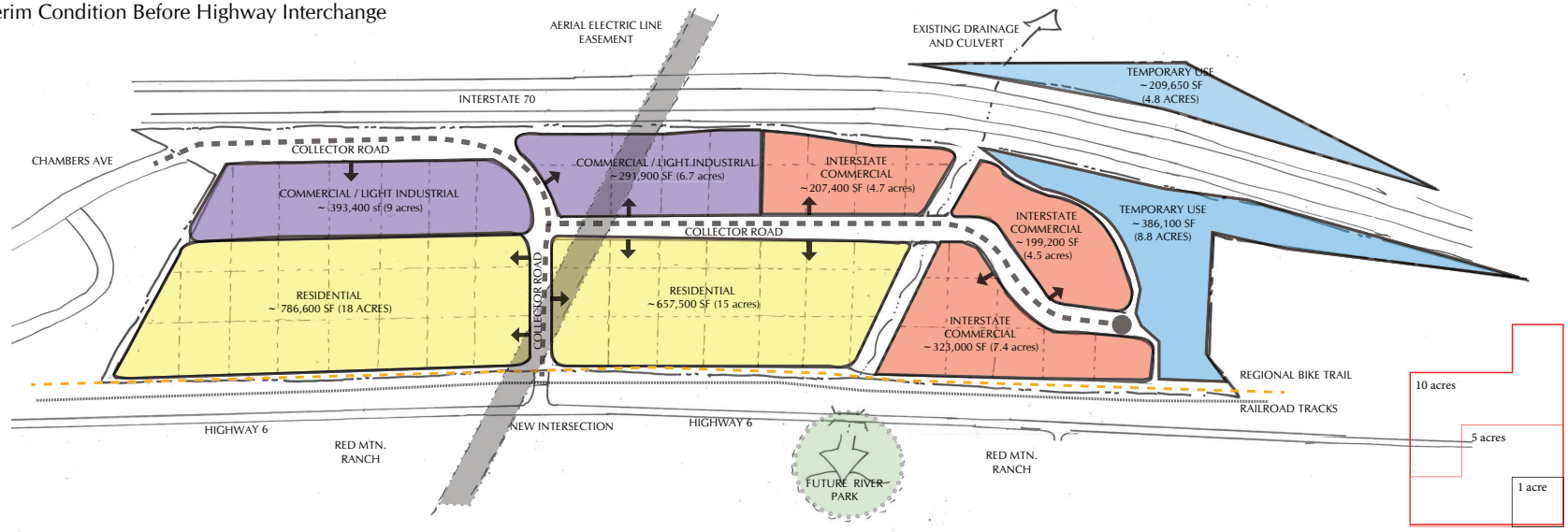
Answered: 60 Skipped: 6



ANSWER CHOICES	RESPONSES	
Reflection of our past (e.g. mining, agriculture).	8.33%	5
Consistent with our active outdoor brand/lifestyle.	50.00%	30
Neutral with native plant landscaping.	31.67%	19
All apply.	0.00%	0
None apply.	10.00%	6
TOTAL		60

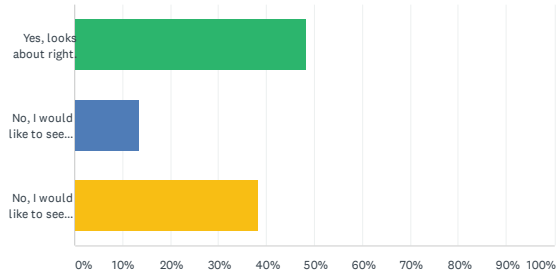
APPENDIX B - Public Survey and Results

Conceptual Land Use Diagram
Preferred Concept Interim Condition Before Highway Interchange



Q4 Does the diagram show the right amount of Interstate Commercial?

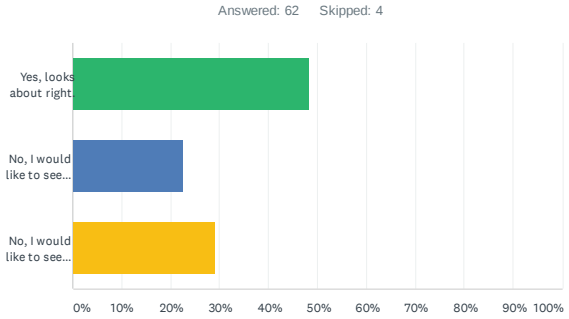
Answered: 60 Skipped: 6



ANSWER CHOICES	RESPONSES	
Yes, looks about right.	48.33%	29
No, I would like to see MORE Interstate Commercial.	13.33%	8
No, I would like to see LESS Interstate Commercial.	38.33%	23
TOTAL		60

Q5 Does the diagram show the right amount of Commercial/Light Industrial?

Answered: 62 Skipped: 4

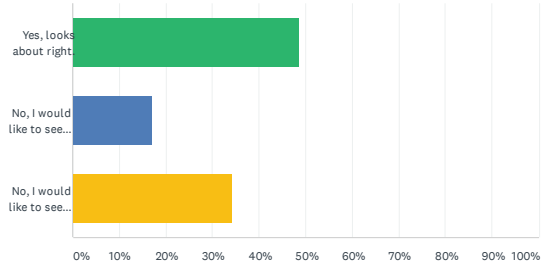


ANSWER CHOICES	RESPONSES	
Yes, looks about right.	48.39%	30
No, I would like to see MORE Commercial/Light Industrial.	22.58%	14
No, I would like to see LESS Commercial/Light Industrial.	29.03%	18
TOTAL		62

APPENDIX B - Public Survey and Results

Q6 Does the diagram show the right amount of Residential?

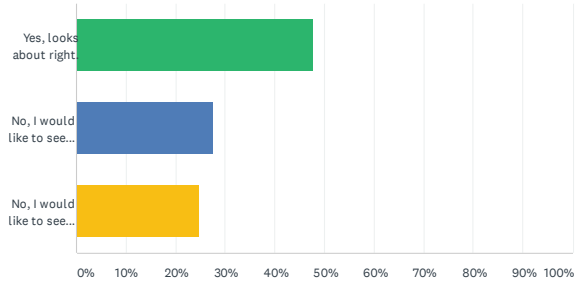
Answered: 64 Skipped: 2



ANSWER CHOICES	RESPONSES	
Yes, looks about right.	48.44%	31
No, I would like to see MORE Residential.	17.19%	11
No, I would like to see LESS Residential.	34.38%	22
TOTAL		64

Q7 Is the proposed density in the Residential land use (minimum 10 Dwelling Units/acre) appropriate?

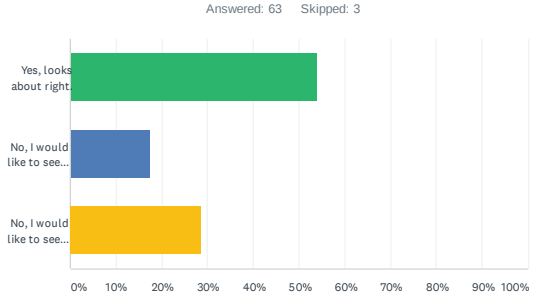
Answered: 65 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes, looks about right.	47.69%	31
No, I would like to see MORE Residential.	27.69%	18
No, I would like to see LESS Residential.	24.62%	16
TOTAL		65

Q8 Should multi-family be allowed in the Commercial/Light Industrial land use (current description allows up to 10% for multi-family)?

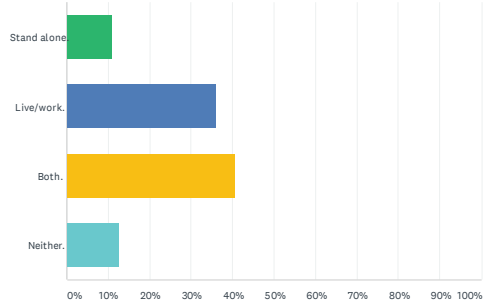
Answered: 63 Skipped: 3



ANSWER CHOICES	RESPONSES	
Yes, looks about right.	53.97%	34
No, I would like to see MORE density.	17.46%	11
No, I would like to see LESS density.	28.57%	18
TOTAL		63

Q9 Should the multi-family residential in the Commercial/Light Industrial land use be stand alone or limited to live/work?

Answered: 64 Skipped: 2

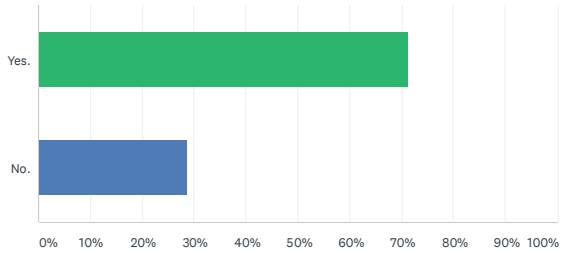


ANSWER CHOICES	RESPONSES	
Stand alone.	10.94%	7
Live/work.	35.94%	23
Both.	40.63%	26
Neither.	12.50%	8
TOTAL		64

APPENDIX B - Public Survey and Results

Q10 Should projects with secondary residential uses be allowed in the Interstate Commercial land use (e.g. condos above a big box)?

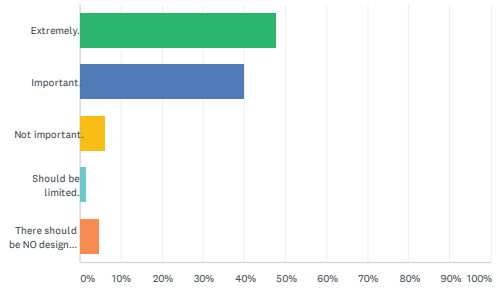
Answered: 63 Skipped: 3



ANSWER CHOICES	RESPONSES	
Yes.	71.43%	45
No.	28.57%	18
TOTAL		63

Q11 How important are design standards for this area?

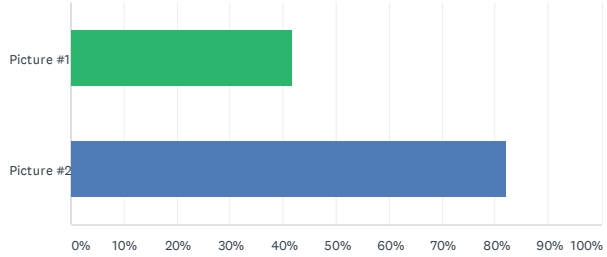
Answered: 65 Skipped: 1



ANSWER CHOICES	RESPONSES	
Extremely.	47.69%	31
Important.	40.00%	26
Not important.	6.15%	4
Should be limited.	1.54%	1
There should be NO design standards.	4.62%	3
TOTAL		65

Q12 Should the commercial areas look like picture #1 or #2? Or both (you may choose both)?

Answered: 62 Skipped: 4



ANSWER CHOICES	RESPONSES	
Picture #1	41.94%	26
Picture #2	82.26%	51
Total Respondents: 62		



Picture #1

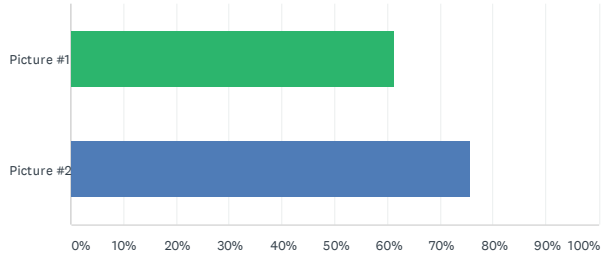


Picture #2

APPENDIX B - Public Survey and Results

Q13 Should the commercial areas look like picture #1 or picture #2? Or both?

Answered: 62 Skipped: 4



ANSWER CHOICES	RESPONSES	
Picture #1	61.29%	38
Picture #2	75.81%	47
Total Respondents: 62		



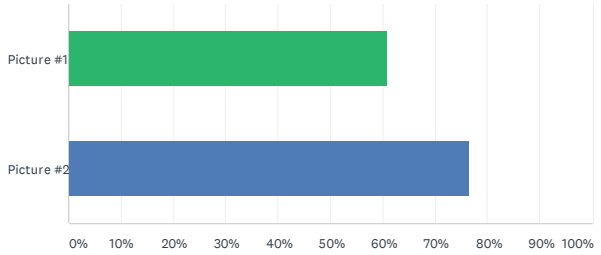
Picture #1



Picture #2

Q14 Should the commercial areas look like picture #1 or picture #2? Or both?

Answered: 64 Skipped: 2



ANSWER CHOICES	RESPONSES	
Picture #1	60.94%	39
Picture #2	76.56%	49
Total Respondents: 64		



Picture #1

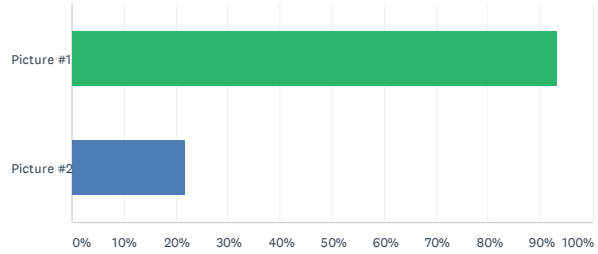


Picture #2

APPENDIX B - Public Survey and Results

Q15 Should the commercial areas look like picture #1 or picture #2? Or both?

Answered: 60 Skipped: 6



ANSWER CHOICES	RESPONSES	
Picture #1	93.33%	56
Picture #2	21.67%	13
Total Respondents: 60		



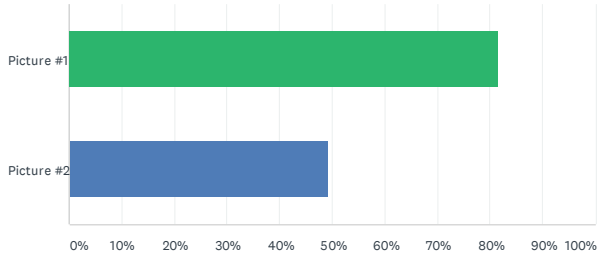
Picture #1



Picture #2

Q16 Should the commercial areas look like picture #1 or picture #2? Or both?

Answered: 65 Skipped: 1



ANSWER CHOICES	RESPONSES	
Picture #1	81.54%	53
Picture #2	49.23%	32
Total Respondents: 65		



Picture #1

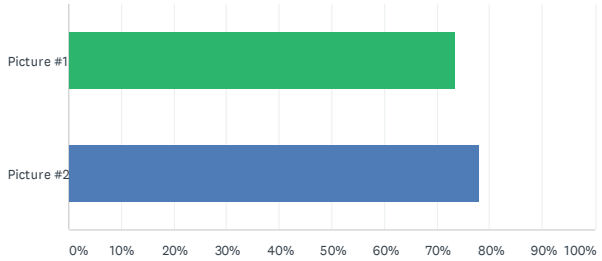


Picture #2

APPENDIX B - Public Survey and Results

Q17 Should the residential areas look like picture #1 or picture #2? Or both?

Answered: 64 Skipped: 2



ANSWER CHOICES	RESPONSES	
Picture #1	73.44%	47
Picture #2	78.13%	50
Total Respondents: 64		



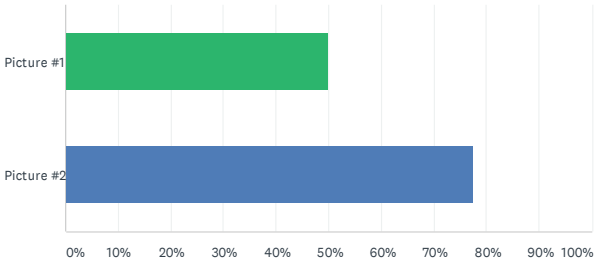
Picture #1



Picture #2

Q18 Should the residential areas look like picture #1 or picture #2? Or both?

Answered: 62 Skipped: 4



ANSWER CHOICES	RESPONSES	
Picture #1	50.00%	31
Picture #2	77.42%	48
Total Respondents: 62		



Picture #1

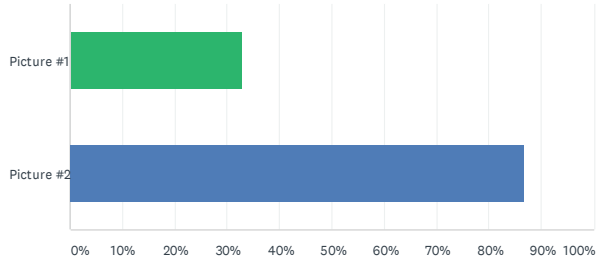


Picture #2

APPENDIX B - Public Survey and Results

Q19 Should the residential areas look like picture #1 or picture #2? Or both?

Answered: 61 Skipped: 5



ANSWER CHOICES	RESPONSES	
Picture #1	32.79%	20
Picture #2	86.89%	53
Total Respondents: 61		



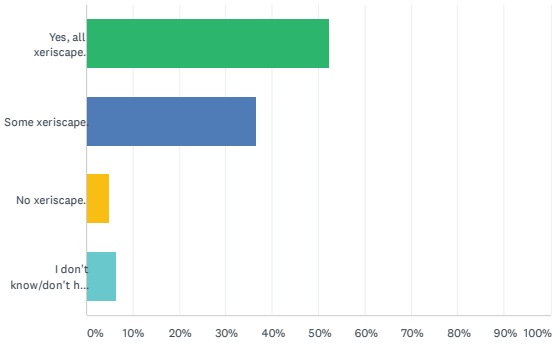
Picture #1



Picture #2

Q20 Should xeriscape be a required element for this area?

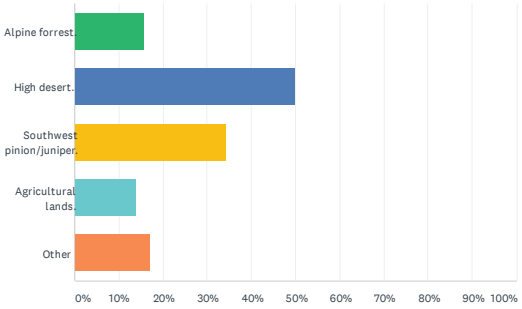
Answered: 63 Skipped: 3



ANSWER CHOICES	RESPONSES	
Yes, all xeriscape.	52.38%	33
Some xeriscape.	36.51%	23
No xeriscape.	4.76%	3
I don't know/don't have an opinion.	6.35%	4
TOTAL		63

Q21 Which landscape type best reflects the greater Eagle area?

Answered: 64 Skipped: 2

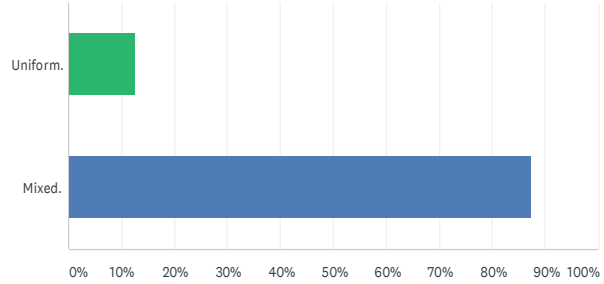


ANSWER CHOICES	RESPONSES	
Alpine forrest.	15.63%	10
High desert.	50.00%	32
Southwest pinion/juniper.	34.38%	22
Agricultural lands.	14.06%	9
Other	17.19%	11
Total Respondents: 64		

APPENDIX B - Public Survey and Results

Q22 Should the architectural style within the Town of Eagle be uniform throughout or mixed?

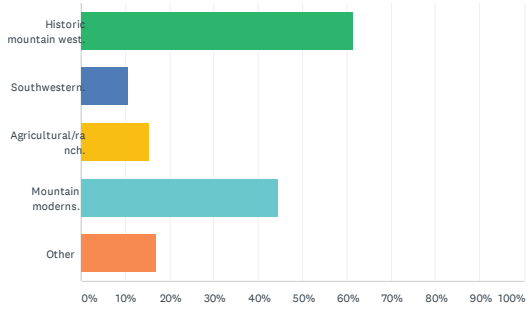
Answered: 64 Skipped: 2



ANSWER CHOICES	RESPONSES	
Uniform.	12.50%	8
Mixed.	87.50%	56
TOTAL		64

Q23 What would you prefer the Town of Eagle's architectural style be?

Answered: 65 Skipped: 1



ANSWER CHOICES	RESPONSES	
Historic mountain west.	61.54%	40
Southwestern.	10.77%	7
Agricultural/ranch.	15.38%	10
Mountain moderns.	44.62%	29
Other	16.92%	11
Total Respondents: 65		

APPENDIX B - Public Outreach

Q24 Please share any other comments/questions/ideas you have about the East Eagle Subarea Plan.

- The I-70 interchange should be included in the Conceptual Land Use Diagram.
- Temporary land uses should not be considered in the EESAP.
- Commercial recreation should be a component of hte plan and incorporated in the commercial land use categories.
- Would like to know the appropriate width for the wildlife moevement corridor. Shaff should consult with CPW and/or the Round Table.
- Avoid developments like east Avon and West Glenwood (not ideal entries to the communities or walkable).
- I would like to see residences for a variety of incomes. It would benefit the town to have some homes restricted to county residents and incentives to help families become homeowners (not investors renting out).
- The town of Eagle is the oldest in the Vail Valley and should reflect that history with its architecture. All of Eagle is a bit disjointed. This development will be one of the first things visitors will see. Let's make sure that it is a good introduction to our beautiful historic town. I would also like to see and In N Out and a Trader Joes ;D (No Chilis or Applebees :|).
- This area need to reflect our Town and not just be the back side of a bunch of big boxes, it should accommodate work and live walking districts that ties in the residential. it should have highway access and be coordinated, with design standards.
- Great survey. Bring more housing into Eagle to support our growing communities and help our businesses hire and retain a workforce. Mandate deed restriction units on developers to help build more affordable housing down the line. Without it, the housing units will become non attainable in 10+ yrs for our workforce again. Aspen did a great job years ago creating these housing units and it's a driving factory for the vibrancy of their core downtown. Well done!
- Connecting the heart of the river to the soul of our valley should serve as a lead into future developments. What do the majority of residents or business owners approve of in their own neighborhoods? Can we make commercial areas more attractive with landscape, walking paths, dog parks and other amenities? Look at Stapleton and other areas that blend commercial and residential together well...its a great vibe! Thanks for the survey!
- Developing all of east Eagle just helps the specialness of this town disappear.
- I really like what they have down with willits in basalt.
- As a local business and property owner please keep in mind the cost to business when imposing restrictions and changes. Small business are what pays for our government to operate!
- If there isn't room for yards within the residential area, there should be access to dog parks or areas. Also, please build units with 3 bedroom options. 2 bedrooms are not big enough for families. Also, they need to be affordable and available to only Eagle county residents or those who work exclusively in Eagle. Because, to be honest, anything over $350K is NOT remotely affordable. These should NOT be second homes for rich people. We've been renting here for almost 2 years, and are still unable to buy anything because everything is too expensive. We would really like to stay, but we might have to move to Grand Junction to find anything remotely in our price range.
- If there's more residential development in this town, there needs to be another grocery store and post office at a minimum. Prefer not much more residential development due to current crowded essentials. But will def need another access to i70, especially for those living in the south eastern part of town.
- I don't want to input additional restrictions on property owners. Part of what makes Eagle Eagle is that we are not vail, beaver creek, or Breckenridge with design standards. We can be ourselves. If HOA's want to have design standards that's fine, but the Town shouldn't have them too. Don't add more regulations.
- This area should not have stand alone residential zones and only allow a slight increase in density to continue what was established

APPENDIX B - Public Outreach

on chambers already limited to employee and live work type multi family. To do otherwise is unjustified and changes the informed and careful direction of long range planning of the last 40 years for the Town.

- the existence of an interchange should be in place before any "digging" starts!
- I would rather the whole area were pastureland, but I know most of you are gung-ho for development -- another Edwards? Have you considered that with climate change and the drought this may not end up where people want to come. Where's all the water going to come from?
- Zehren's plan is more of the typical zoning . . . suggest a some "mod" and appropriate "live-work" and community center element/vibe with a designated "restaurant, patio, park . . .

APPENDIX C - Housing Snapshot (2021)

EXISTING HOUSING: Total of 2,252 Dwelling Units in October 2021

Breakdown By Housing Type

- 1,797 single family homes
- 143 accessory dwelling units (ADU's)
- 312 multifamily units

*Information based on TOE utility billing

APPROVED HOUSING: Total of 1,561 Dwelling Units in October 2021

Breakdown By Development

DEVELOPMENT	# OF UNITS	UNIT TYPE
Reserve at Hockett Gulch	500	High-density MF
Haymeadow	837	344 MF; 493 SF/Duplexes
** Red Mountain Ranch	153	Varies
410 Broadway	9	Mixed-use
106 Broadway	20	Mixed-use
Broadway Station	22	Mixed-use
Talon Flats	20	Mixed-use

** Red Mountain Ranch – Densities Per Planning Area (Dwelling Unit/Acre)	
Planning Area 1	2.8
Planning Area 2	2
Planning Area 3	0.4
Planning Area 4	3.2
Planning Area 5	1.05
Planning Area 6	1.25

EAGLE COUNTY HOUSING AUTHORITY DATA

2018 Eagle County Housing Study (LINK)

Valley-wide need for housing estimated at 3,800 for 2020.

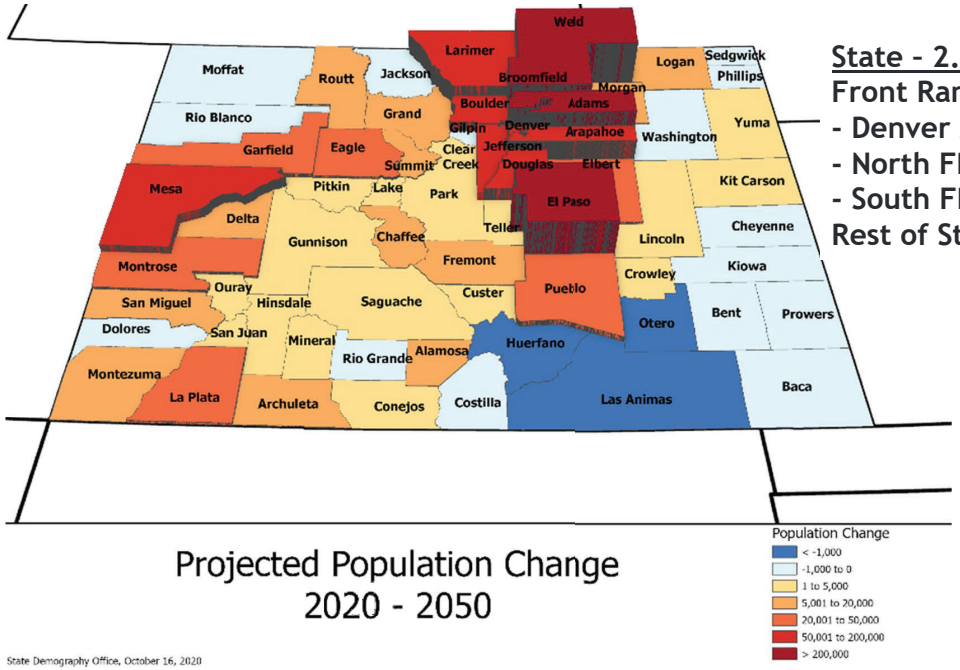
January 2019 Regional Workforce Housing Report (LINK)

"Housing in the Eagle to Gypsum area is meeting housing demands from other parts of the region. This area contains 1,300 housing units that essentially meet housing demands emanating from other parts of the region. On the basis of affordability, however, the area has a small (200- unit) shortfall for households at 60 percent AMI and a 160-unit shortfall at 140 to 160 percent AMI. Those conditions, however, are likely to change over the next 10 years, when a 1,100-unit shortfall at 60 percent AMI and a 150 unit shortfall at 80 to 100 percent AMI are projected to emerge".

APPENDIX C - Housing Snapshot (2021)

Population Forecast 2050

7.9 million



Projected Population Change
2020 - 50

State Demography Office, October 16, 2020

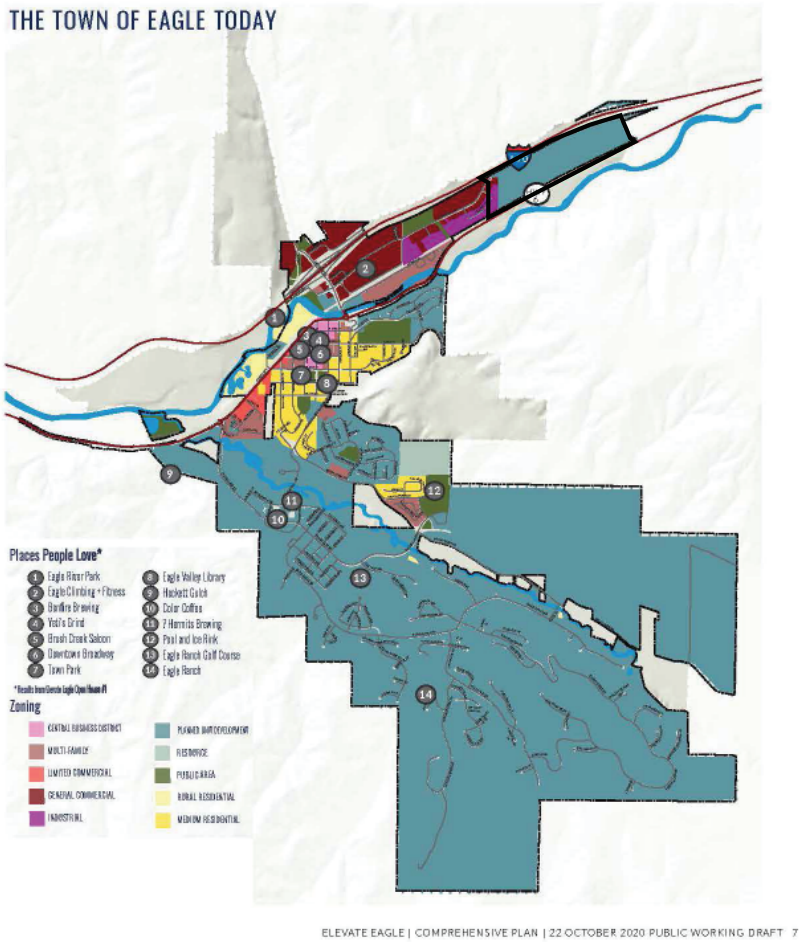
COLORADO
Department of Local Affairs

State - 2.1 million
Front Range - 1.8M
- Denver Metro - .8M
- North FR- 550K
- South FR - 350K
Rest of State - 400K

Of the 400k population growth anticipated outside of the Front Range by 2050, an estimated **20,001 – 50,000** will be in Eagle County.

APPENDIX D - Zehren and Associates Packet

East Eagle Subarea Plan
Planning and Zoning Meeting

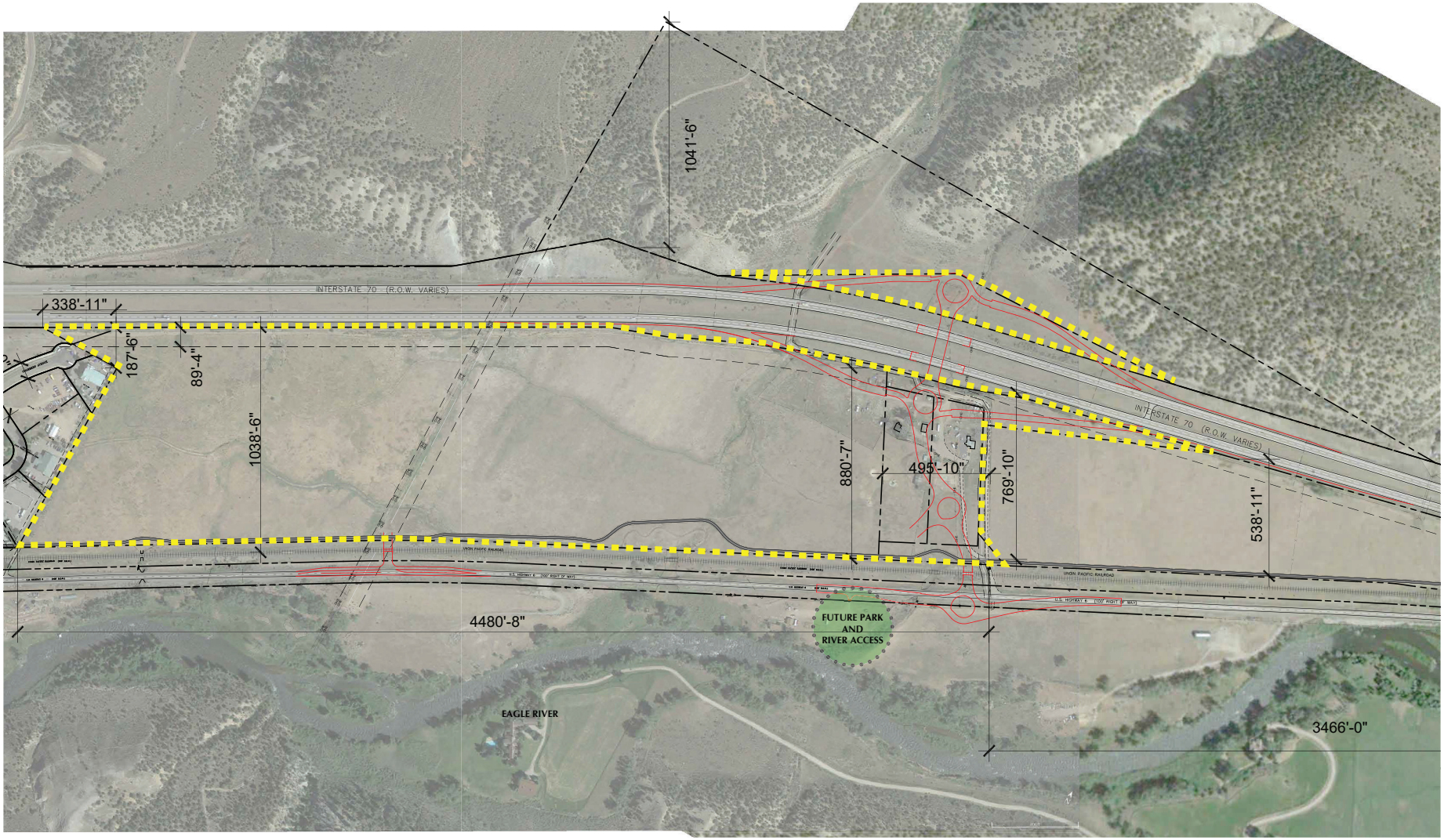


ELEVATE EAGLE | COMPREHENSIVE PLAN | 22 OCTOBER 2020 PUBLIC WORKING DRAFT 7

Prepared for the Town of Eagle

By Zehren and Associates
June 15, 2021

APPENDIX D - Zehren and Associates Packet



ZEHREN AND ASSOCIATES
ARCHITECTURE • PLANNING
INTERIORS • LANDSCAPE ARCHITECTURE

East Eagle Subarea Plan
June 15, 2021

Site Overlay with Dimensions and Aerial 1:200

1 ACRE

SCALE: 1"=200'
0 100' 200' 400'

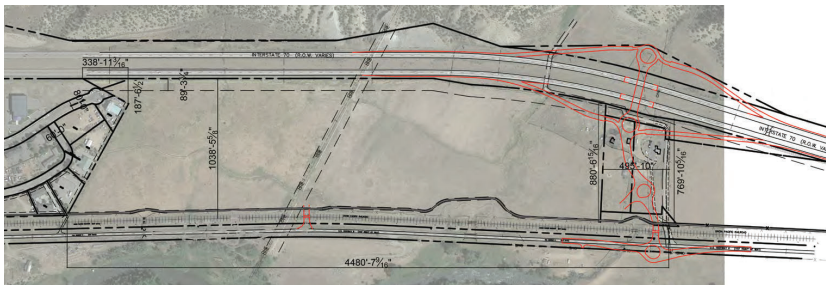
APPENDIX D - Zehren and Associates Packet



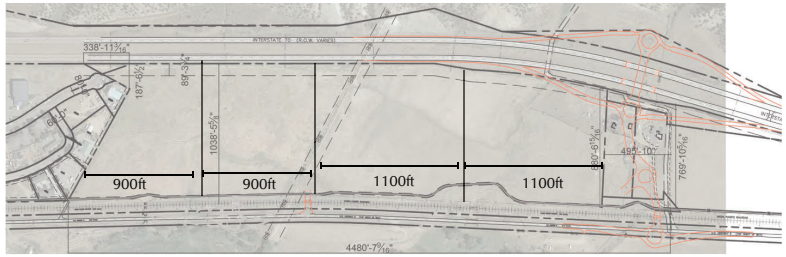
Context Map: Chambers Ave and East Eagle Land

APPENDIX D - Zehren and Associates Packet

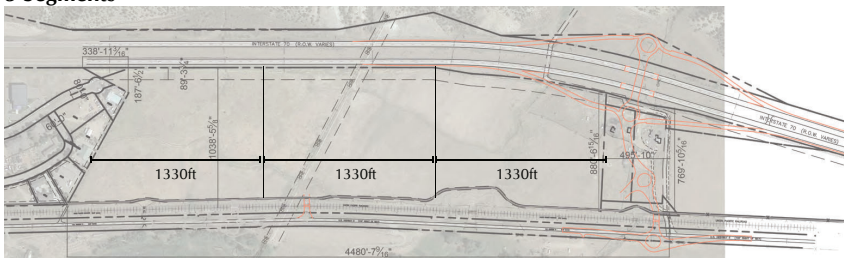
Site Map 1:400 scale 1 Acre

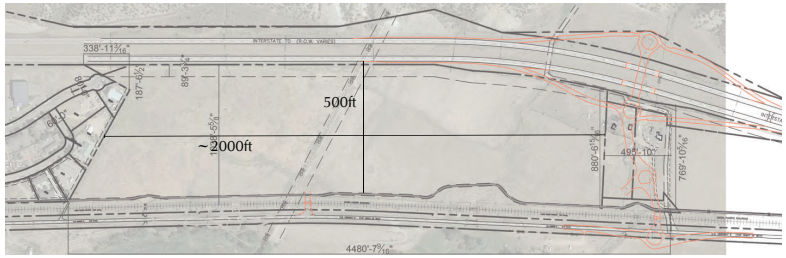


4 Segments

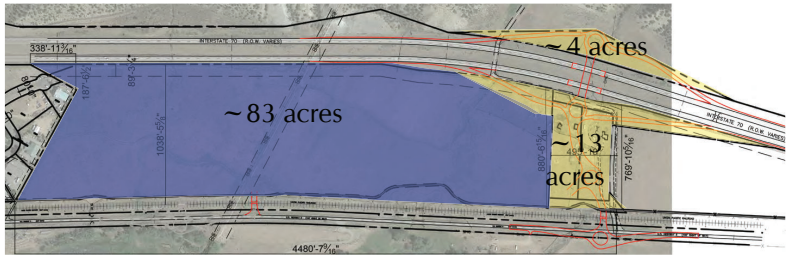


3 Segments

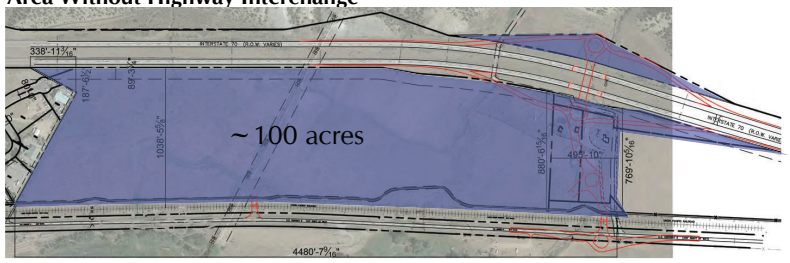




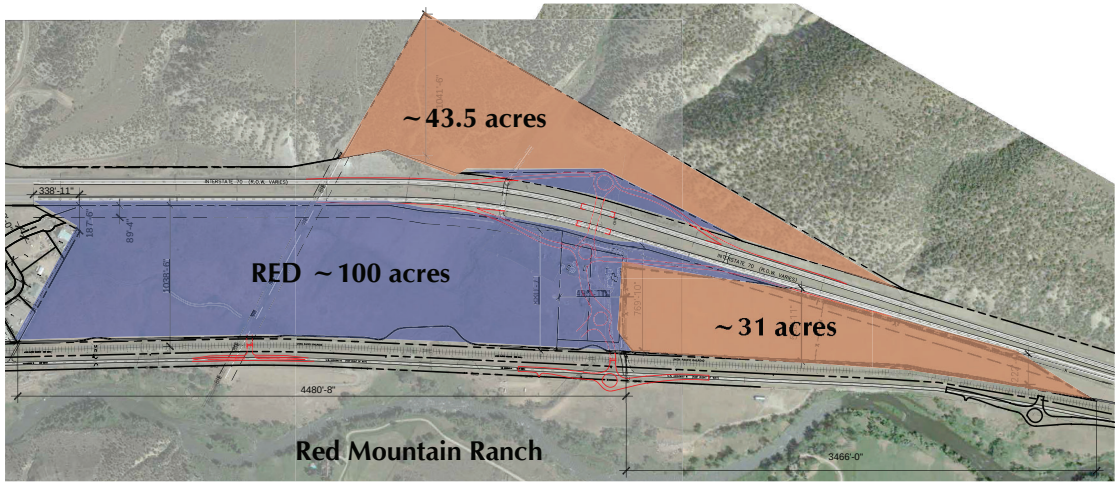
Area With Highway Interchange



Area Without Highway Interchange



East Eagle Development 1 Acre



ZEHREN AND ASSOCIATES
ARCHITECTURE • PLANNING
INTERIORS • LANDSCAPE ARCHITECTURE

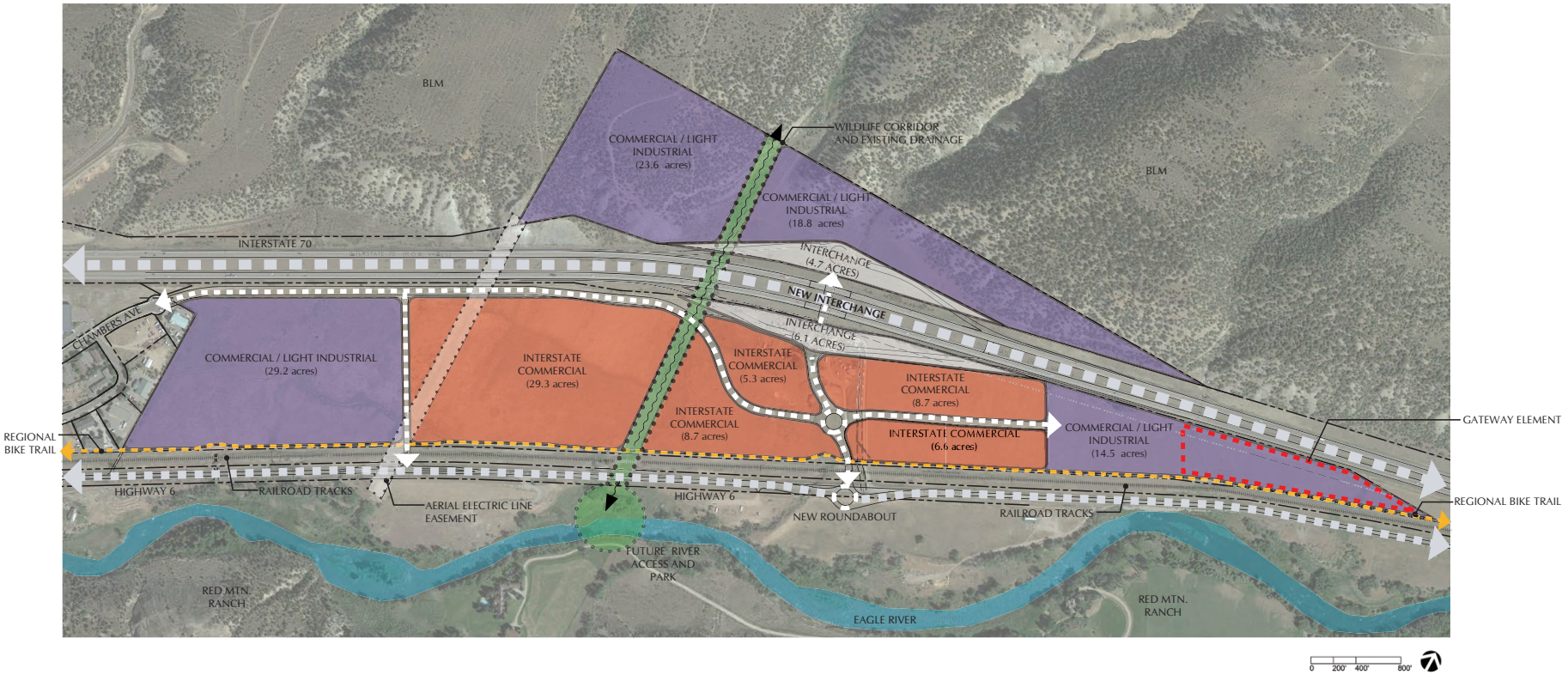
East Eagle Subarea Plan
June 15, 2021

Land Subdivision Diagrams

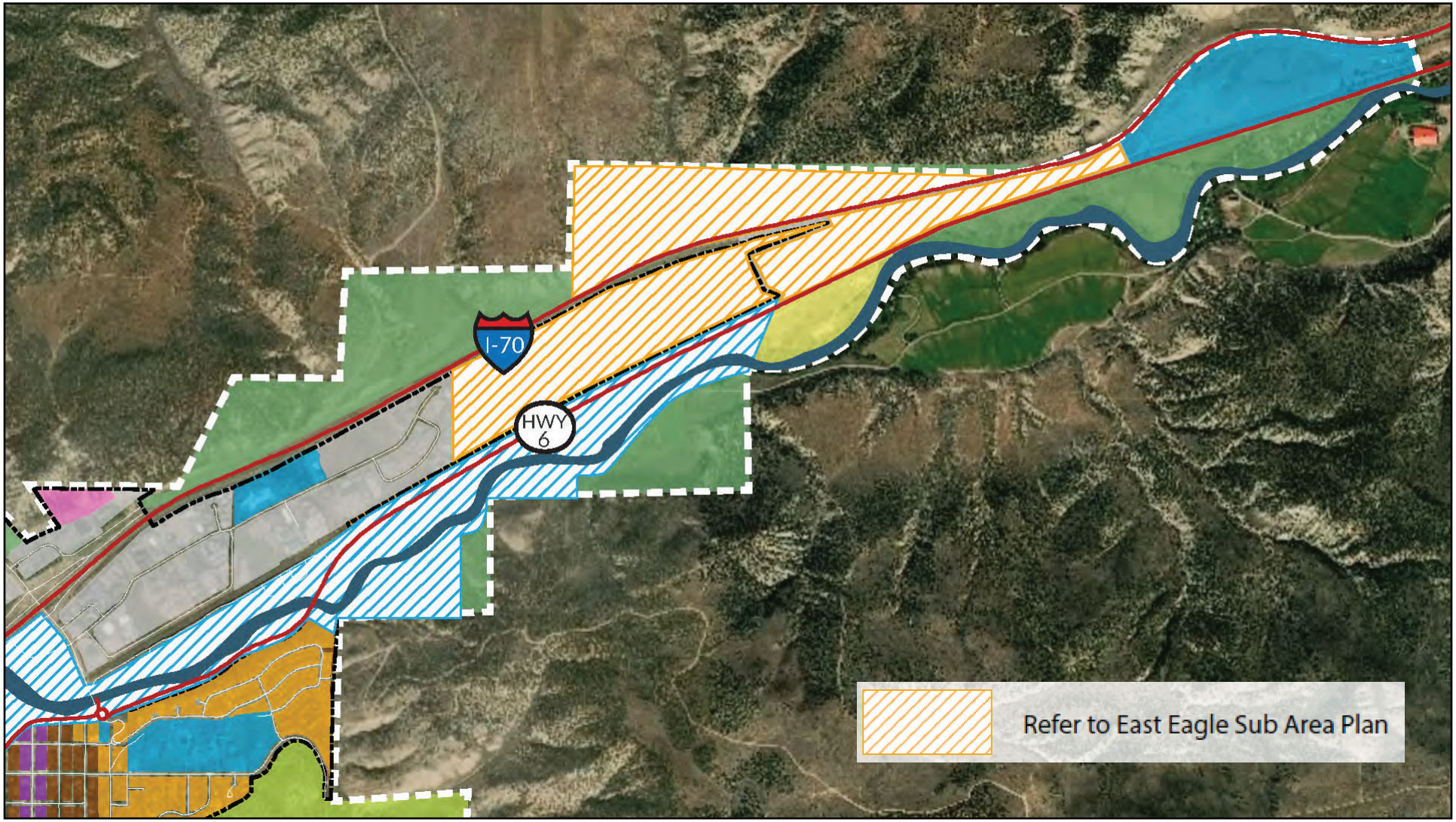
1 ACRE

SCALE: 1"=400'
0 200' 400' 800'

APPENDIX D - Zehren and Associates Packet

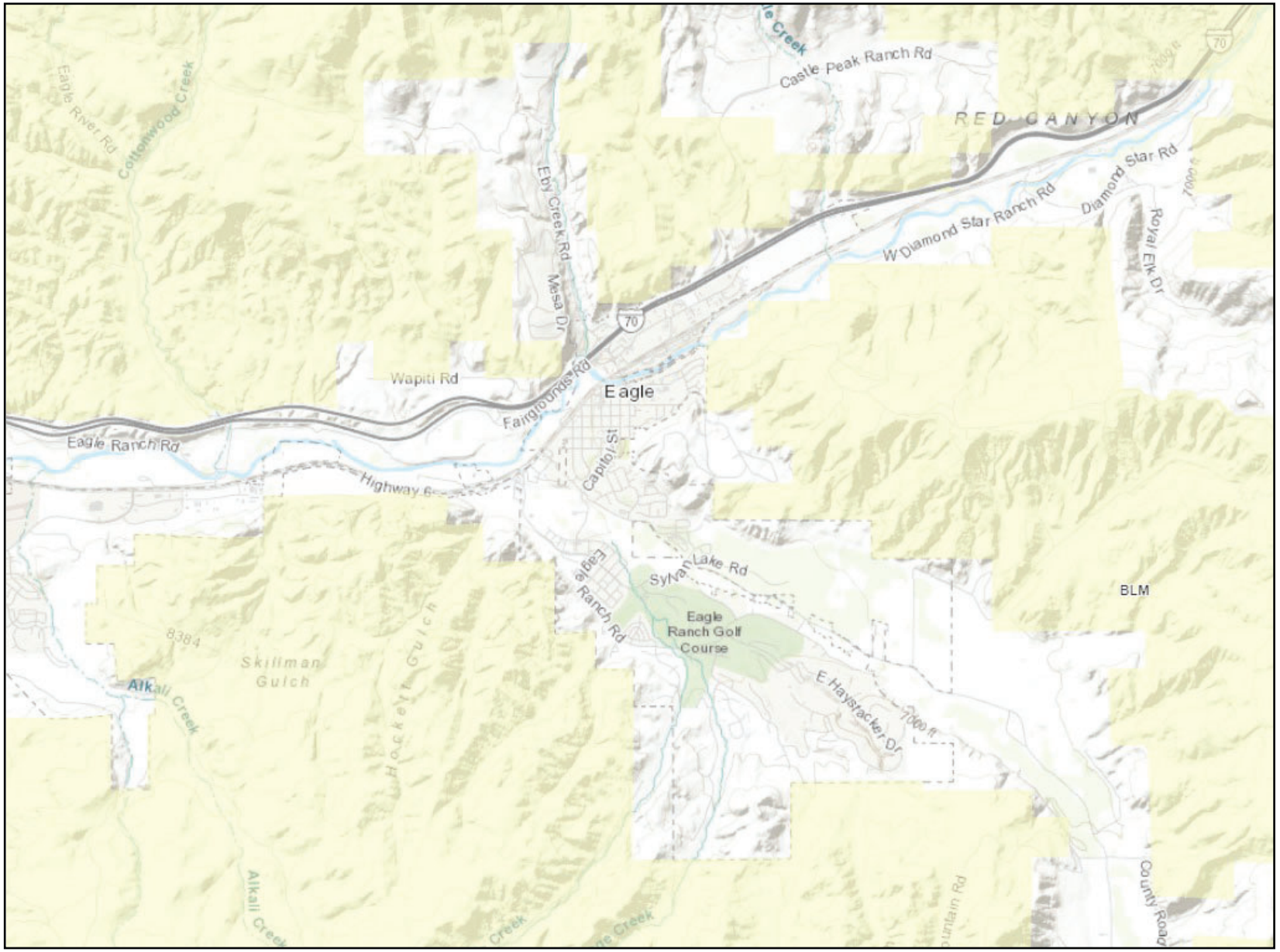


APPENDIX E - Plan Graphics



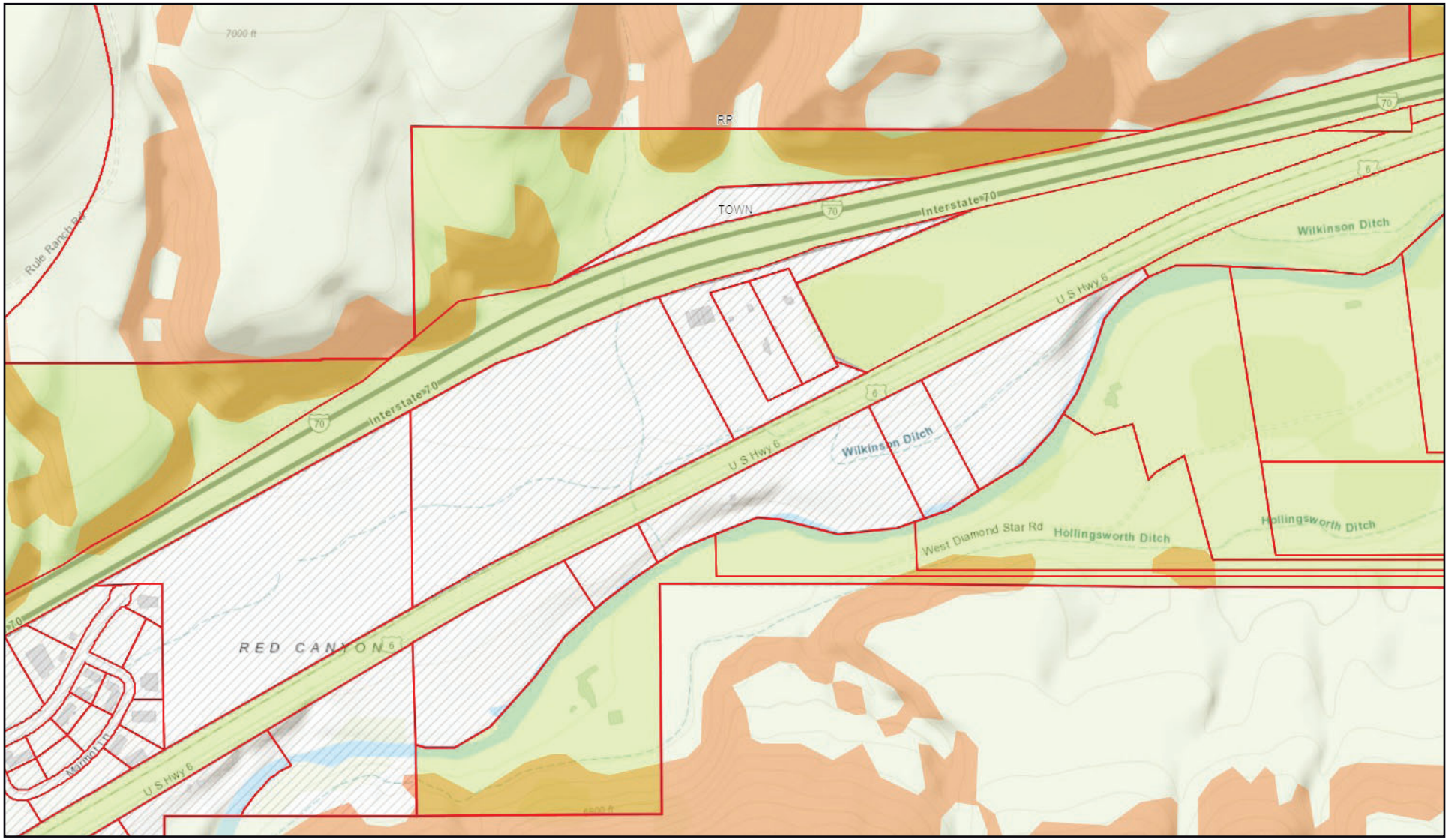
Graphic B

APPENDIX E - Plan Graphics



Graphic E

APPENDIX E - Plan Graphics



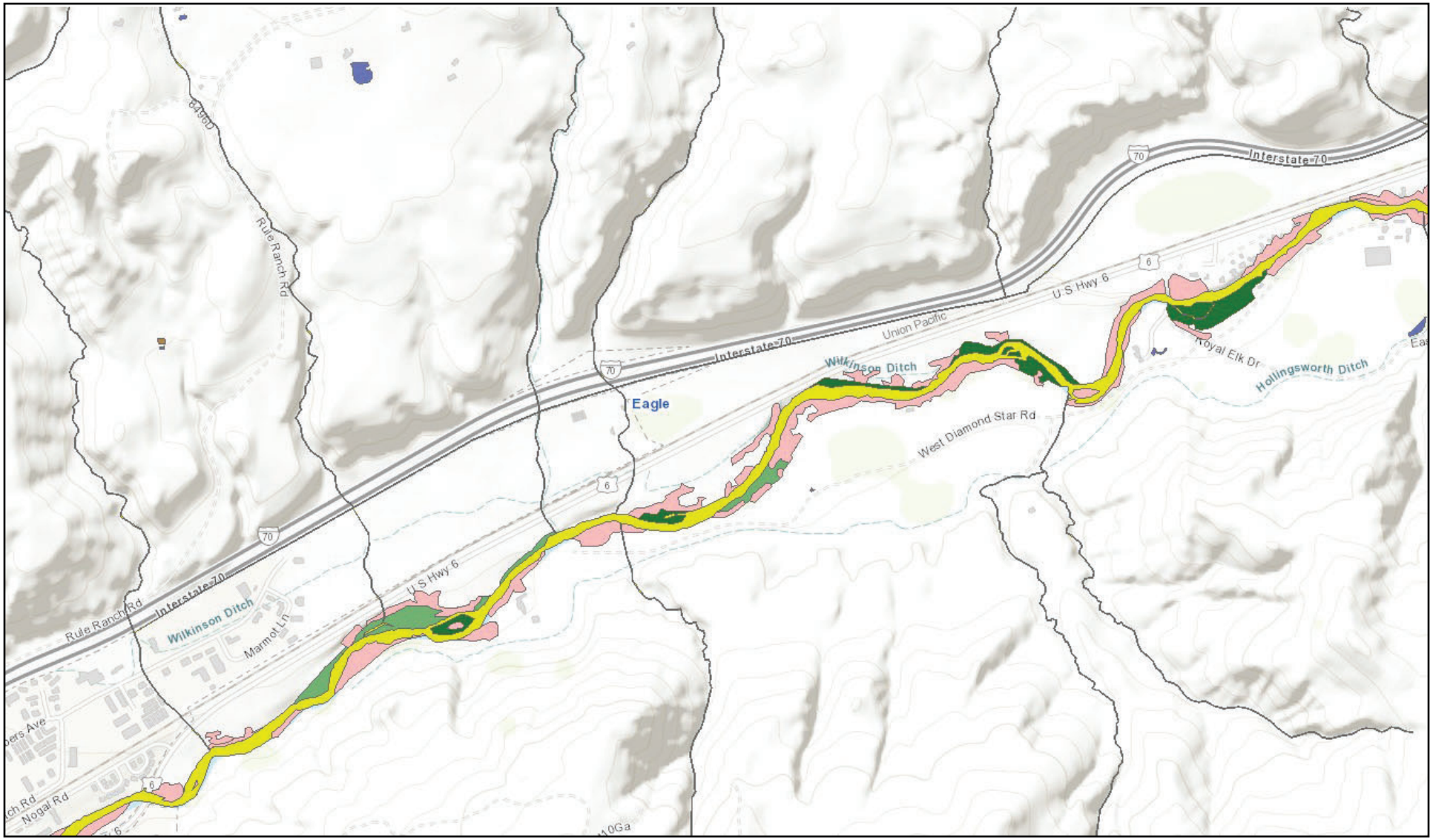
Graphic F

APPENDIX E - Plan Graphics



Graphic G

APPENDIX E - Plan Graphics



Graphic H

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 73
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO RATIFYING THE AMENDMENT OF THE EAST EAGLE SUB AREA PLAN

WHEREAS, pursuant to C.R.S. § 31-23-206, it is the duty of the Planning and Zoning Commission (the "Commission") to make and adopt a comprehensive plan, also known as a master plan, for the physical development of the municipality, including any areas outside its boundaries, which in the Commission's judgment bears relation to the planning of the Town;

WHEREAS, the adopted Elevate Eagle Comprehensive Plan (2020) defers to certain Sub Area Plans, such as the East Eagle Sub Area Plan (2021);

WHEREAS, on October 19, 2021, the Commission held a properly-noticed public hearing on the East Eagle Sub Area Plan (2021); and

WHEREAS, on October 26, 2021, the Town Council held a properly-noticed public hearing on the East Eagle Sub Area Plan (2021); and

WHEREAS, the Town Council wishes to ratify the Commission's approval of the East Eagle Sub Area Plan (2021).

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

Section 1. The East Eagle Sub Area Plan (2021) is hereby ratified.

INTRODUCED, READ, PASSED AND RATIFIED ON OCTOBER 26, 2021.

TOWN OF EAGLE, COLORADO

_____
Scott Turnipseed, Mayor

ATTEST:

_____
Jenny Rakow, Town Clerk

Brownstein

Brownstein Hyatt Farber Schreck, LLP
303.223.1100
410 Seventeenth Street, Suite 2200
Denver, Colorado 80202

October 14, 2021

Carolynne C. White
Attorney at Law
303.223.1197 tel
cwhite@bhfs.com

VIA ELECTRONIC MAIL

Town of Eagle Town Council
Town of Eagle Planning and Zoning Commission

RE: Opposition to East Eagle Sub Area Plan (the "**Subarea Plan**")

Dear Town Council and Planning and Zoning Commission:

This letter is sent on behalf of our client, Trinity Red Eagle Development, LLC ("**Trinity**"), the owner of the majority of the privately-held property (the "**Property**") within the proposed Subarea Plan area (the "**East Area**"), and one of the largest landowners in the Town of Eagle (the "**Town**").

Background

Trinity purchased the Property from Red Mountain Ranch Partnership, LLLP in 2005. At the time, Trinity planned to construct a large mixed use project with residential and a variety of commercial uses. Trinity was unable, however, to construct the project due to a variety of obstacles, most notably, the 2008 economic recession and online shopping trend that has reduced most retailers' needs for additional physical stores. As a result, the Property has sat vacant since that time.

In August of 2018, the Town began the process of adopting the Elevate Eagle Comprehensive Plan (the "**Comp Plan**"), which culminated in the adoption of the Comp Plan on December, 15 2020. As you may recall, Trinity submitted comments during the adoption process, expressing concern about the Town's failure to meaningfully include one of the Town's largest stakeholders in the Comp Plan adoption process. Trinity's comments also highlighted specific Comp Plan provisions that could make the Property undevelopable or more difficult to develop in light of current market demand. In subsequent communications with Town Staff, Trinity learned that the development of the Property would be more specifically guided by the forthcoming Subarea Plan, not the Comp Plan, and consequently expressed its support of the Comp Plan.

In light of its involvement with the development of the Comp Plan, Trinity was hopeful that the Town would include Trinity in the planning process for the Subarea Plan. Although Trinity was initially encouraged by Town Staff's response and consensus building, at the June 1, 2021 Town Council (the "**Council**") meeting, Trinity was blindsided by the Council's direction to Town Staff to reduce residential uses in the Subarea Plan to designate the Property for employment growth. The revised Subarea Plan was a sharp departure from the initial Subarea Plan that was developed by Town Staff and the Town's

outside consultant, which appropriately balanced employment opportunities and multifamily residential uses. This imbalance was exacerbated by the ill-advised direction by the Council and the Planning and Zoning Commission (the "**Commission**") to Town Staff at the September 7, 2021 joint meeting to remove *all* residential uses from the Subarea Plan (the "**Prohibition**"). Now, the most recent iteration of the Subarea Plan designates the entirety of the Property as commercial/light industrial and interstate commercial, with no opportunity for residential uses.

Additionally, the Subarea Plan designates approximately 12 acres (approximately 13% of the Trinity Property) on the eastern portion of the Property for a future interchange (the "**Designation**"). Trinity understands that the Town believes, as the Town grows, an interchange may be necessary to meet traffic demands and to support highway-oriented development. However, the Town has not to our knowledge even commissioned a study to determine whether this interchange is necessary. To the extent that it is necessary, this demand is not created by Trinity; it is driven by existing traffic demands within the Town, without regard to the development of the Property, and legally, developers cannot be required to pay money or dedicate land in excess of their impacts. By proceeding with the Designation without an agreement to compensate Trinity for the loss of that land, the Town is depriving Trinity of the use of the land.

Opposition to the Subarea Plan

We note that Trinity fundamentally agrees with the Town's underlying purpose in considering the Subarea Plan, the East Area welcomes visitors into the Town and would benefit from a cohesive vision for future development that complements the existing development within the Town. Nonetheless, Trinity must oppose the Subarea Plan, given that the Prohibition and Designation would render valueless Trinity's investment in the Property and preclude development of the Property.

We ask the Council and the Commission to consider the significant investment that Trinity must undertake to make the Property capable of sustaining a development that will contribute to the Town's tax and employment base and that reflects current and foreseeable market conditions. Existing constraints already make the Property difficult and expensive to develop. These constraints include utility easements, a rail line, Highway 6 access, drainage ways, the Town's proposed I-70 Interchange, and the ECO Trail. Recognizing the impact of these constraints on development, Trinity has spent significant time and resources in evaluating and designing thoughtful solutions to accommodate development on the Property that are responsive to current market demands and meet the Town's employment-related objectives. Imposition of the Prohibition and Designation would render that work valueless.

Trinity believes that a balance between employment uses and residential uses would achieve the Council's and Commission's goal of encouraging employment growth in the East Area, while also giving a voice to the numerous survey respondents who support residential uses in the East Area. Trinity also

believes that the acquisition and construction of the interchange must not be at Trinity's cost, because the need for the interchange is driven by existing traffic demands in the Town, not the development of the Property. If the Town adopts the Subarea Plan without modifying the Prohibition and Designation, the Town will have impaired Trinity's property rights.

Prohibition

By designating the Property solely for employment-related uses, the Town would deprive Trinity of the use and value of the Property by limiting the Property to uses that have a severely limited market demand into the foreseeable future. In essence, the Prohibition would force Trinity to leave the Property undeveloped.

Several members of the Council and the Commission have recognized the obvious problem with the Prohibition, expressing concern that the removal of residential uses creates an inflexible long-range plan that may interfere with the Town's future housing needs and may prevent development of the Property. Trinity agrees with these members. While Trinity understands the Town's desire to foster growth of employment uses, this overly-restrictive Prohibition is not a justifiable means to achieve those ends. Not only would the Prohibition unconstitutionally deprive Trinity of the ability to develop the Property, it ultimately would not advance the Town's objectives in adopting the Subarea Plan because it would render development of the Property economically and commercially infeasible. This would result in exactly what the Town is trying to avoid by adopting the Subarea Plan – underdeveloped land that would not benefit the Town. Instead of enabling Trinity to overcome the Property's considerable constraints to develop a mixed use center that attracts desirable businesses to the Town and that provides multi-family housing for future Town growth, the Prohibition would render the Property valueless and likely incapable of development.

Designation

Many state and federal courts have held that it is not fair to require a single property owner to bear a public burden which in all fairness and justice should be borne by the public as a whole. *See, e.g., Armstrong v. United States, 364 U.S. 40 (1960), Krupp v. Breckenridge Sanitation Dist., 19 P.3d 687, 695 (Colo. 2001) (The Takings Clause assures that the government may not force 'some people alone to bear public burdens which, in all fairness and justice, should be borne by the public as a whole.' (quoting Dolan v. City of Tigard, 512 U.S. 374 (1994)))*. This concept is enshrined in the United States Constitution, the Colorado Constitution, and the Colorado Revised Statutes. Governments simply may not thrust the expense of improving the public condition upon an individual.

In *Dolan*, the Supreme Court found that the City of Tigard's requirement that a property owner bear the burden of dedicating land along a creek to minimize flooding and facilitate a pedestrian and bicycle path when the burden should have been borne by the public as a whole was an unconstitutional taking. *See*

Dolan, 512 U.S. at 395-96. Similarly, if the Town were to require Trinity to dedicate the land or pay for construction costs without compensating Trinity, the Town's actions would be an unconstitutional taking of the Property.

The current text of the Subarea Plan can be read as a requirement that Trinity dedicate land or construct the interchange, a requirement that is not borne by any other private property owners in the City and that will undoubtedly benefit the public. Therefore, as currently written, the Subarea Plan cannot stand. If the Town wants such an interchange, it must compensate Trinity for the cost of dedication or construction. Without compensation, the Town will have illegally taken Trinity's land in violation of state and federal law.

Conclusion

Thank you for the opportunity to comment on the Subarea Plan. We urge the Council to exclude the Prohibition and reinstate the Subarea Plan to the 50-50 blend of residential and employment uses as originally presented at the June 1, 2021 meeting. We also urge the Council to include in the Subarea Plan the City's constitutional obligation to compensate Trinity for the Designation and any construction costs associated with the interchange.

Sincerely,



Carolynne C. White

cc: Matt Mire and Kendra Carberry, Town Attorneys

23129484.4

MEETING MINUTES
Planning & Zoning Commission
Tuesday, October 19, 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 6:00 PM.

COMMISSIONERS PRESENT

Matthew Hood, Kyle Hoiland, Bill Nutkins, Charlie Perkins, Jesse Gregg, Robert Townsend, Keegan Winkeller (via Zoom)

COMMISSIONERS ABSENT

Lani Webb

STAFF

Chad Phillips – Community Development Director
Dennis Wike – Town Engineer
Peyton Heitzman – Planner I
Nikki Davis - Administrative Tech II
Carrie McCool – Town Contract Planner

APPROVAL OF MINUTES

Approval of minutes from the following meetings(s) of the Planning & Zoning Commission.

1. Minutes dated October 5, 2021

MOTION: COMMISSIONER BILL NUTKINS MOTIONED TO APPROVE THE MINUTES. MOTION WAS SECONDED BY COMMISSIONER KYLE HOILAND AND PASSED WITH A VOTE OF 7 IN FAVOR (HOOD, HOILAND, NUTKINS, PERKINS, GREGG, TOWNSEND, WINKELLER) 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 6:02 PM. There was no public comment.

PUBLIC HEARING

1. Project: Land Use and Development Code Amendment – Parking Fee In-Lieu Program Update
   File #: LURA21-05
   Applicant: Town of Eagle
   Location: Town of Eagle
   Staff Contact: Chad Phillips, Community Development Director/Town Planner
   Request: For the Planning Commission to review and provide feedback on the new Parking Fee In-Lieu Program.

Staff Presentation

Ms. McCool presented this file and began by providing information from a 2017 downtown parking study conducted by WALKER Consultants. The consultant's key recommendation was to improve unimproved rights-of-way dedicated to on-street parking. The most recent study of the Parking Fee In-Lieu Program implemented WALKER's findings and expanded the study area further east to include Howard Street and the newly formed Downtown Development Authority (DDA) boundaries. It also included community outreach which surveyed stakeholders within the study area. They key findings revealed there are 316 existing developed parking spaces downtown and 503 new parking spaces that could be constructed downtown in existing rights-of-way. Ms. McCool then provided preliminary recommendations including applying the fee per space, establishing the program as voluntary, and that the fee would be set at $23,100 per stall. Public Works was instrumental in developing the proposed fee which accounts for initial capital costs plus a 10-year span of operating costs.

Q & A

Commissioner Hoiland asked if the Town agrees to absorb the capitol costs after a certain number of years, will that reduce or eliminate the fee?

Chair Hood asked if this fee go into a parking fund or the Town's general fund and how does the operating cost change.

Mr. Wike commented that staff is open to the Commission's feedback to establish the appropriate fee and policies of the program.

Commissioner Hoiland asked if we are capped at the number of spaces we have now. Mr. Phillips commented that we can consider the next parking options, such as a parking structure, as we reach the end of developing the available 503 spaces.

Commissioner Townsend asked how developers can meet their ADA requirements if they pay the in-lieu fee. Mr. Phillips replied this would be addressed during the development permit review.

Chair Hood suggested that we limit the amount of fee in-lieu parking.

Mr. Wike commented that about 300 of the 503 unimproved spaces are being used inefficiently for storage.

Chair Hood questioned the effectiveness of the community outreach survey since it only surveyed an unidentified group of stakeholders in the downtown area.

Commissioner Perkins reaffirmed that we need to secure this money in a specific fund to build a future parking structure or parking lot.

DRAFT

Commissioner Gregg asked how this program affects future parking requirements in the downtown area. Mr. Phillips ensured that this would be worked out through the new Land Use Code.

Commissioner Perkins asked if the estimates account for street light costs. Mr. Wike replied that the estimate does not include illumination, extended landscaping, or other beautification initiatives.

Commissioner Nutkins asked how this program correlates with the existing budget for capitol improvement projects.

Commissioner Hoiland asked if the study includes revenue projections.

Public Comment

Brian Woods, 212 E Third St. – Mr. Woods remarked that he does not see a parking problem downtown and asked what the sales tax benefits are of commercial parking spots. Mr. Woods is in favor of building a surface lot or parking structure in the future.

Paul Duprey, 125 E Fourth St. – Mr. Duprey believes there is limited parking downtown. He asked Mr. Wike to clarify staff's comment regarding storage in existing rights-of-way parking space. Mr. Duprey also asked for clarification on whether a developer can pay their way out of complying with the Town's parking standards and development codes through this new program.

Discussion

Commissioner Nutkins commented that the program is a good opportunity to generate revenues to improve parking spots. Commissioner Nutkins also said we should require a certain percentage of parking spaces to be on-site. Last, he asked if we anticipate losing any development projects because of this fee.

Chair Hood and Commissioner Winkeller expressed their opinion that the fee is too low.

Mr. Phillips commented that the study is focused on public rights-of-way and improving those spaces.

Mr. Wike commented that we don't know the substructure conditions of existing spaces and to build them properly, he estimates that about 20-30 spaces would be built at a time.

Commissioner Gregg suggested that we prohibit 100% fee in-lieu and to consider different percentages for different zone districts. Overall, Commissioner Gregg agrees with the proposed $23,100 per stall and if needed, this fee can be amended in the future.

Chair Hood closed file LURA21-05.

PUBLIC HEARING

2. Project: East Eagle Sub Area Plan (EESAP) – Public Adoption Hearing
   File #: LURA21-03
   Applicant: Town of Eagle
   Location: East Eagle Planning Area
   Staff Contact: Chad Phillips, Community Development Director/Town Planner

Peyton Heitzman, Planner I
Jessica Lake, Planner I

Request: Approval of Resolution 03, Series 2021, A Resolution of the Planning & Zoning Commission of the Town of Eagle, Colorado to Adopt the East Eagle Sub Area Plan (EESAP).

Staff Presentation

Commissioner Jesse Gregg recused himself from the file since he is part of the consulting team, Zehren & Associates.

Ms. Heitzman presented this file, providing a historical overview of the project, which began in spring of 2021. The project has been a joint effort between the Town and local architect firm, Zehren & Associates. There have been multiple iterations of the concept map with changes to planning boundary, land uses, and street configurations. Ms. Heitzman stated that the Planning Commission/Town Council joint work session provided the direction for the final adoption draft, focused on topics such as a Gateway Element, flexible language interpretation, and consolidating the types of zone districts.

Q & A

Chair Hood asked about the Eastern Gateway parameters and how they differ from the rest of Commercial/Light Industrial. Ms. Heitzman replied that the plan document contains specific goals and policies related to the Eastern Gateway.

Public Comment

There was no public comment.

Discussion

The Commission expressed mixed opinions about the adoption draft. Chair Hood acknowledged that while the adoption draft reflects Council's direction, he disagreed with the heavy use of Commercial/Light industrial. Commissioner Townsend agreed, highlighting to how Mixed-Use was eliminated from the map. Commissioners Nutkins and Perkins voiced their support of the adoption draft stating that residential is still a component through accessory use and that the Town needs to be ready for commercial developers. Commissioner Winkeller echoed the need to maintain higher design standards for the Eastern Gateway to avoid extending the look of Chambers Avenue.

Chair Hood addressed the attorney letter staff received from the property owner. The Commission expressed that this is meant to be an advisory document, not a zoning document dictating what the property owner must build.

MOTION: COMMISSIONER BILL NUTKINS MOTIONED TO APPROVE RESOLUTION NO. 3, SERIES 2021, "A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF EAGLE, COLORADO ADOPTING THE EAST EAGLE SUB AREA PLAN". MOTION WAS SECONDED BY COMMISSIONER CHARLIE PERKINS AND PASSED WITH A VOTE OF 5 IN FAVOR (HOILAND, NUTKINS, PERKINS, TOWNSEND, WINKELLER) AND 1 OPPOSED (HOOD). COMMISSIONER JESSE GREGG ABSTAINED.

Chair Hood closed file LURA21-03.

COMMUNITY DEVELOPMENT DEPARTMENT & 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. Phillips addressed anticipating more applications related to HB21-1061 and property owners requesting lot consolidations between their two properties.

Chair Hood asked about the recent Haymeadow public hearing with Town Council. Mr. Phillips replied that Town Council requested the applicant return with additional guarantees such as a timeline for development and subsequent phases of infrastructure and increase the LERP percentage.

OPEN DISCUSSION

Commissioner Perkins expressed how he liked Steamboat's illumination program, especially downtown. Mr. Phillips commented that The Town did receive a grant for this type of beautification project, however all the lights are back ordered.

ADJOURN

MOTION: COMMISSIONER KYLE HOILAND MOTIONED TO ADJOURN. MOTION WAS SECONDED BY COMMISSIONER BILL NUTKINS AND PASSED WITH A VOTE OF 7 IN FAVOR (HOOD, HOILAND, NUTKINS, PERKINS, GREGG, TOWNSEND, WINKELLER) AND 0 OPPOSED.

MEETING ADJOURNED AT 7:45 PM.

APPROVED:
DATE:

_____
Matthew Hood, Chairman

_____
Nikki Davis, Administrative Tech II

DRAFT

To: Mayor and Town Council

From: Brandy Reitter, Town Manager
Kelly Huitt, Senior Accountant

Date: October 26, 2021

Agenda Item: 2022 Proposed Budget Discussion

REQUEST: Staff requests that the Town Council review changes to the 2022 Proposed Budget from October 12 and Fee Schedule.

BACKGROUND: The Town Manager presented the 2020 Proposed Budget on October 12, 2021. The Town Council gave feedback on changes and those items are provided in the most recent version attached to this report. The changes are summarized in the section below. Included with this report is the proposed Fee Schedule for the Town Council to review and provide feedback as well as the plan for the last 2 meetings of 2021.

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 the final 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 October 12, 2022.

General Fund Changes:
- $30,000 for the Greater Eagle Fire Protection District Mitigation
- $15,000 for the Sustainability Building Code Consultant
- $30,000 for bike lane project

With these changes, the General Fund has a net surplus of $47,659.

Open Space Changes:

- $4,100 for additional funding for the revised 2021 budget for the Haymaker Trailhead improvements

These changes do not impact the 2022 proposed budget, only the 2021 revised budget.

Changes to the STICF:

- Moved slalom gates to 2026
- Remove the wood fire pits from the plan
- Change Climbing Wall to Bouldering Feature

With these changes, the STICF will see a reduction of $20,000 to the budget.

Staff would like to propose a Records and Evidence Supervisor for the Police Department. With the increase of patrol staff in 2022, the department will need more administrative support. The impact to the General Fund is approximate $50,000 - $70,000. If Town Council is supportive, staff will include an accurate number in the budget on November 9.

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:

Provide staff with feedback on the 2022 Proposed Budget and Fee Schedule.

ATTACHMENTS:

- 2022 Proposed Budget and Capital Improvement Plan 10/26/2021
- 2022 Proposed Fee Schedule

BUDGET SUMMARY

BUDGET - ALL FUNDS SUMMARY

	2020 ACTUAL	2021 BUDGET	2021 REVISED	2022 BUDGET
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)	(9,975,866)
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**	**$ 4,918,705**
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)

	2020 ACTUAL	2021 BUDGET	2021 REVISED	2022 BUDGET
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)	(741,974)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	**$ 1,096,745**	**$ 1,198,177**	**$ 1,416,872**	**$ 1,529,078**
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**	**$ 620,876**
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)	(241,818)	(391,404)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	**$ 362,444**	**$ 299,686**	**$ 620,876**	**$ 575,375**
TOTAL - ALL FUNDS:				
BEGINNING FUND BALANCE	**$ 41,558,578**	**$ 32,699,317**	**$ 37,010,561**	**$ 38,537,522**
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)	(20,070,054)	(27,510,371)
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**	**$ 38,537,522**	**$ 32,572,237**

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)	**$ 4,445,370**	**$ 4,052,698**	**$ 5,016,864**	**$ 4,871,046**	**-3%**	**$ (145,818)**
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	**$ 9,177,529**	**$ 8,755,227**	**$ 9,697,047**	**$ 10,173,525**	**5%**	**$ 476,478**
TOTAL SOURCES	**$ 13,622,899**	**$ 12,807,925**	**$ 14,713,911**	**$ 15,044,571**	**2%**	**$ 330,660**
EXPENDITURES						
Town Council	138,965	307,918	347,985	248,229	-29%	(99,756)
General Government	407,889	452,757	474,716	722,377	52%	247,661
General Administration	587,811	789,256	725,384	1,161,902	60%	436,518
Community Development	805,024	1,109,557	1,042,791	1,293,034	24%	250,243
Streets	1,461,765	1,610,074	1,341,358	1,834,305	37%	492,947
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 EXPENIDTURES	**$ 6,376,035**	**$ 8,194,150**	**$ 7,652,865**	**$ 9,975,866**	**30%**	**$ 2,323,001**
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	**$ 2,230,000**	**$ 2,050,000**	**$ 2,190,000**	**$ 150,000**	**-93%**	**$(2,040,000)**
TOTAL EXPENDITURES & TRANSFERS	**$ 8,606,035**	**$ 10,244,150**	**$ 9,842,865**	**$ 10,125,866**	**3%**	**$ 283,001**
NET SURPLUS (DEFICIT)	**$ 571,494**	**$ (1,488,923)**	**$ (145,818)**	**$ 47,659**	133%	**$ 193,477**
FUND BALANCES (Ending):						
RESTRICTED FOR: TABOR RESERVE	**208,091**	**244,685**	**232,826**	**297,836**	**28%**	**65,010**
NON-SPENDABLE: [1]	**219,000**	**219,000**	**219,000**	**219,000**	**0%**	**-**
UNASSIGNED FUND BALANCE:	**4,589,773**	**2,100,091**	**4,419,220**	**4,401,869** [2]	**0%**	**(17,351)**
TOTAL FUND BALANCES (Ending)	**$ 5,016,864**	**$ 2,563,775**	**$ 4,871,046**	**$ 4,918,705**	**1%**	**$ 47,659**

[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

FUND: GENERAL
DEPT: TOWN COUNCIL

SUMMARY OF EXPENDITURES	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)**

FUND: GENERAL
DEPT: TOWN COUNCIL

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
						0%	
	Employer Contributions					0%	
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	410,990	99%	204,256
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	18,542	19,099	19,099	19,672	3%	573
TOTAL EXPENDITURES	**$ 407,889**	**$ 452,757**	**$ 474,716**	**$ 722,377**	**52%**	**$ 247,661**

FUND: GENERAL
DEPT: GENERAL GOVERNMENT

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%	-
						0%	
	Employer Contributions					0%	
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	286,400	306%	215,930
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**	**$ 410,990**	**99%**	**$ 204,256**
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**	**$ 722,377**	**52%**	**$ 247,661**

FUND: GENERAL
DEPT: GENERAL ADMINISTRATION

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**	**$ 1,161,902**	**60%**	**$ 436,518**

FUND: GENERAL
DEPT: GENERAL ADMINISTRATION

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**	**$ 1,161,902**	**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	463,224	23%	86,517
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**	**$ 1,293,034**	**24%**	**$ 250,243**

FUND:GENERAL
DEPT: COMMUNITY DEVELOPMENT

DETAIL OF EXPENDITURES

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES							
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%	-
	Employer Contributions						
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	173,500	54%	61,000
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**	**$ 463,224**	**23%**	**$ 86,517**
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%**	**$ -**
	TOTAL EXPENDITURES	**$ 805,024**	**$ 1,109,557**	**$ 1,042,791**	**$ 1,293,034**	**24%**	**$ 250,243**

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	1,018,062	61%	384,710
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**	**$ 1,834,305**	**37%**	**$ 492,947**

FUND: GENERAL
DEPT: STREETS

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	124,363	32%	30,000
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**	**$ 1,018,062**	**61%**	**$ 384,710**
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**	**$ 1,834,305**	**37%**	**$ 492,947**

FUND:GENERAL
DEPT: ENGINEERING

SUMMARY OF EXPENDITURES	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**

FUND:GENERAL
DEPT: ENGINEERING

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**

FUND: GENERAL
DEPT: BUILDING & GROUNDS

SUMMARY OF EXPENDITURES	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**

FUND: GENERAL
DEPT: BUILDING & GROUNDS

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**

FUND:GENERAL
DEPT:PUBLIC SAFETY

SUMMARY OF EXPENDITURES	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**

FUND:GENERAL
DEPT:PUBLIC SAFETY

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

SUMMARY OF EXPENDITURES	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**

FUND:GENERAL
DEPT: MUNICIPAL COURT

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**

FUND: GENERAL
DEPT: INFORMATION CENTER

SUMMARY OF EXPENDITURES

	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**

FUND: GENERAL
DEPT: INFORMATION CENTER

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**

FUND: GENERAL
DEPT: MARKETING & EVENTS

SUMMARY OF EXPENDITURES

	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**

FUND: GENERAL
DEPT: MARKETING & EVENTS

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	**23,543,751**	**12,515,404**	**15,324,569**	**13,593,348**	**-11%**	**$(1,731,221)**
TOTAL FUND BALANCES (Beginning)	**$ 24,360,097**	**$ 13,245,133**	**$ 15,968,995**	**$ 14,365,692**	**-10%**	**$(1,603,303)**
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	**$ 6,458,634**	**$ 5,177,020**	**$ 5,033,063**	**$ 5,215,061**	**4%**	**$ 181,998**
TOTAL SOURCES	**$ 30,818,731**	**$ 18,422,153**	**$ 21,002,058**	**$ 19,580,753**	**-7%**	**$(1,421,305)**
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	**$ 14,849,736**	**$ 8,414,471**	**$ 6,636,366**	**$ 9,704,632**	**46%**	**$ 3,068,266**
NET SURPLUS (DEFICIT)	**$ (8,391,102)**	**$ (3,237,451)**	**$ (1,603,303)**	**$ (4,489,571)**	**-180%**	**$(2,886,268)**
FUND BALANCES (Ending):						
RESTRICTED FOR:						
DEBT SERVICE [1]	**$ 644,425.91**	**$ 827,985**	**$ 772,344**	**$ 882,122**	14%	**$ 109,778**
ASSIGNED FUND BALANCE	**15,324,569**	**9,179,697**	**13,593,348**	**8,993,999**	-34%	**$(4,599,348)**
TOTAL FUND BALANCE (Ending)	**$ 15,968,995**	**$ 10,007,682**	**$ 14,365,692**	**$ 9,876,121**	**-31%**	**$(4,489,571)**

1 Per the 2018 loan agreement the Town shall maintain an operations and maintenance reserve in an amount equal to three months operations and maintence 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**

FUND: WATER

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	65,544	60,000	-8%	(5,544)
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	15,510	15,510	0%	-
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	313%	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	-	-	-	-	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	-	-	-	-	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**

FUND: REFUSE

DETAIL OF REVENUES

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	$ CHANGE FROM PY
OPERATING REVENUES							
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**

FUND: REFUSE

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)	**$ -**	**$ -**	**$ -**	**$ 83,703**	**-**	**$ 83,703**
REVENUE						
Operating Revenues	$ -	$ 106,000	$ 90,000	$ 90,000	0%	$ -
Non-Operating Revenues	-	-	-	-	-	-
Transfers-In	-	-	-	-	-	-
TOTAL REVENUE	**$ -**	**$ 106,000**	**$ 90,000**	**$ 90,000**	**0%**	**$ -**
TOTAL SOURCES	**$ -**	**$ 106,000**	**$ 90,000**	**$ 173,703**	**93%**	**$ 83,703**
EXPENDITURES						
Operating Expenditures	$ -	$ 106,000	$ 6,297	$ 89,336	1319%	$ 83,039
Capital Expenditures	-	-	-	-	-	-
Transfers-Out	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ -**	**$ 106,000**	**$ 6,297**	**$ 89,336**	**1319%**	**$ 83,039**
NET SURPLUS (DEFICIT)	**$ -**	**$ -**	**$ 83,703**	**$ 664**	**-99%**	**$ (83,039)**
FUND BALANCES (Ending):						
ASSIGNED FUND BALANCE	**$ -**	**$ -**	**$ 83,703**	**$ 84,367**	**1%**	**664**
TOTAL FUND BALANCE (Ending)	**$ -**	**$ -**	**$ 83,703**	**$ 84,367**	**1%**	**$ 664**

FUND: STORMWATER

DETAIL OF REVENUES

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	$ CHANGE FROM PY
OPERATING REVENUES							
55-434-40	Service Fees	$ -	$ 106,000	$ 90,000	$ 90,000	0%	$ -
	OPERATING REVENUES	**$ -**	**$ 106,000**	**$ 90,000**	**$ 90,000**	**0%**	**$ -**
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	**$ -**	**$ 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

		ACTUAL 2020	BUDGET 2021	REVISED 2021	BUDGET 2022	% CHANGE FROM PY	$ CHANGE FROM PY
SUPPLIES							
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

FUND:CAPITAL IMP.

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**

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	-	-	-	-	-	-	-	**-**
Eagle River Water Park - Pavilion	-	-	200,000	-	-	-	-	**200,000**
Eagle River Water Park - Bouldering Feature	-	-	-	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**	**$ 380,000**	**$ 1,065,000**	**$ 1,390,000**	**$ 755,000**	**$ 390,000**	**$ 3,980,000**
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**	**$ 10,707,601**	**$ 8,349,550**	**$ 44,122,657**	**$ 10,778,050**	**$ 6,658,208**	**$ 80,616,066**

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)		**$ 709,163**	**$ 1,040,953**	**$ 1,096,745**	**$ 1,416,872**	**29%**	**$ 320,127**
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	**$ 749,455**	**$ 725,200**	**$ 838,923**	**$ 854,180**	**2%**	**$ 15,257**
TOTAL SOURCES		**$ 1,458,618**	**$ 1,766,153**	**$ 1,935,668**	**$ 2,271,052**	**17%**	**$ 335,384**
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	**$ 33,518**	**$ 30,536**	**$ 86,356**	**$ 40,536**	**-53%**	**$ (45,820)**
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	280,000	150%	168,000
	TOTAL CAPITAL OUTLAY	**$ 9,118**	**$ 217,000**	**$ 112,000**	**$ 380,000**	**239%**	**$ 268,000**
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	**$ 319,238**	**$ 320,440**	**$ 320,440**	**$ 321,438**	**0%**	**$ 998**
	TOTAL EXPENDITURES	**$ 361,873**	**$ 567,976**	**$ 518,796**	**$ 741,974**	**43%**	**$ 223,178**
	NET SURPLUS (DEFICIT)	**$ 387,582**	**$ 157,224**	**$ 320,127**	**$ 112,206**	**-65%**	**$ (207,921)**
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**	**1,367,459**	**9%**	**112,206**
TOTAL FUND BALANCEs (Ending):		**$ 1,096,745**	**$ 1,198,177**	**$ 1,416,872**	**$ 1,529,078**	**8%**	**$ 112,206**

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**	**$ 620,876**	**71%**	**$ 258,432**
TOTAL FUND BALANCES (Beginning)		**$ 325,989**	**$ 294,876**	**$ 362,444**	**$ 620,876**	**71%**	**$ 258,432**
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**	**$ 966,779**	**12%**	**$ 104,085**
EXPENDITURES							
Operating Expenses		$ 67,496	$ 193,810	$ 181,391	$ 260,154	43%	$ 78,763
Capital Expenditures		10,000	44,960	60,427	131,250	117%	70,823
Transfers-Out		-	-	-	-	0%	-
	TOTAL EXPENDITURES	**$ 77,496**	**$ 238,770**	**$ 241,818**	**$ 391,404**	**62%**	**$ 149,586**
	NET SURPLUS (DEFICIT)	**$ 36,455**	**$ 4,810**	**$ 258,432**	**$ (45,501)**	-118%	**$ (303,933)**
FUND BALANCES (Ending):							-
COMMITTED FUND BALANCE		**$ 362,444**	**$ 299,686**	**$ 620,876**	**$ 575,375**	**-7%**	**$ (45,501)**
TOTAL FUND BALANCE (Ending)		**$ 362,444**	**$ 299,686**	**$ 620,876**	**$ 575,375**	**-7%**	**$ (45,501)**

FUND: OPEN SPACE

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	60,427	131,250	117%	70,823
TOTAL EXPENDITURES	**$ 77,496**	**$ 238,770**	**$ 241,818**	**$ 391,404**	**62%**	**$ 149,586**

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	42,467	-	-100%	(42,467)
81-50-757	Campground	-	-	-	-	0%	-
81-50-758	Nature Center	-	-	-	-	0%	-
	TOTAL CAPITAL EXPENDITURES	**$ 10,000**	**$ 44,960**	**$ 60,427**	**$ 131,250**	**117%**	**$ 70,823**
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**	**$ 241,818**	**$ 391,404**	**62%**	**$ 149,586**

ADMINISTRATIVE FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
ADMINISTRATIVE	Copies Black and White – per copy	$ 0.25	$ 0.25	NO CHANGE	
ADMINISTRATIVE	Copies Large – per copy	$ 1.50	$ 1.50	NO CHANGE	
ADMINISTRATIVE	Copy of Annual Audit	$ 25.00	$ 25.00	NO CHANGE	
ADMINISTRATIVE	Copy of Eagle Municipal Code (Paper Copy)	$ 100.00	$ 100.00	NO CHANGE	
ADMINISTRATIVE	Notary Services	$ 5.00	$ 5.00	NO CHANGE	
ADMINISTRATIVE	Records USB Flash Drive	$ 2.00	$ 2.00	NO CHANGE	
ADMINISTRATIVE	Research/Records Search (per hour, first hour free)	$ 30.00	$ 30.00	NO CHANGE	
ADMINISTRATIVE	Colorado Open Record Act Request - Audio/Video	$ 5.00	$ 5.00	NO CHANGE	
ADMINISTRATIVE	Colorado Open Record Act Request	$0.25/page	$0.25/page	NO CHANGE	
ADMINISTRATIVE	Returned Check Fee	$ 25.00	$ 25.00	NO CHANGE	
ADMINISTRATIVE	Verbatim Transcripts – per page, PLUS HOURLY RATE	$ 15.00	$ 15.00	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
BUSINESS LICENSE FEE	Business License - Sales Within Public Right of Way	$ 25.00 - 250.00	$ 25.00 - 250.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License/Business Marketing Fee	$ 20.00	$ 20.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License/Business Occupation Tax	$ 55.00	$ 55.00	NO CHANGE	
BUSINESS LICENSE FEE	Business & Tobacco License Late Fee	$15/month after January 31st max of $45	$15/month after January 31st max of $45	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: One Day	$ 50.00	$ 50.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Two Consecutive Days	$ 65.00	$ 65.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Three Consecutive Days	$ 85.00	$ 85.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Seven Consecutive Days	$ 105.00	$ 105.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Thirty Consecutive Days	$ 125.00	$ 125.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: One Year	$ 275.00	$ 275.00	NO CHANGE	
BUSINESS LICENSE FEE	Communal Outdoor Dining Permit		$ 75.00	NEW FEE	Statute recently adopted for this application allows for local fee for permit application. No fee is listed, therefore cities and towns may set their own. This requires a public notice in the newspaper and a public hearing for approval. Due to the costs and staff time involved, a fee is appropriate. This is a new fee. No municipalities currently using it
BUSINESS LICENSE FEE	Takeout Delivery Permit		$ 25.00	NEW FEE	This is a minimum charge to process the application for takeout and delivery permits. This is a new fee. No municipalities currently using it.

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	3.2% Beer Off Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	3.2% Beer On Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	3.2% Beer On/Off Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Add Optional Premises to Hotel & Restaurant License	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Art	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Art Gallery Permit	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	

TOWN CLERK FEES					
FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Background Investigation	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Bed & Breakfast Permit	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Beer & Wine	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Brew Pub	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Campus Liquor Complex	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	

TOWN CLERK FEES					
FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Change in Financial Interests	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Change of Location	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Change of Trade Name/Corporate Name	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Club	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Corporate/LLC Change (Per Person)	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	

TOWN CLERK FEES					
FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Distillery Pub	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Duplicate License	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Each Additional OP License	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Hotel & Restaurant	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Hotel & Restaurant (with optional premises)	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	

TOWN CLERK FEES					
FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Late Renewal	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	License Application Fee	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Licensed Drugstore	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Limited Liability Change	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Lodging & Entertainment	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Manager Registration (Hotel & Restaurant; Tavern; Lodging & Entertainment; Campus Liquor Complex)	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Master File Background	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	

TOWN CLERK FEES					
FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Mini Bar Permit with Hotel Restaurant License	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Modification of Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Optional Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Retail Gaming Tavern	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Retail Liquor Store	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Special Event Permit Malt, Vinous and Spirituous Liquor	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Tasting Permit	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Tavern	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Temporary License Pending Transfer	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Transfer of Ownership	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Entertainment District - New Application	$ 300.00	$ 300.00	NO CHANGE	
LIQUOR LICENSE FEE	Entertainment District - Annual Renewal	$ 100.00	$ 100.00	NO CHANGE	
TOBACCO LICENSE FEE	Retail Tobacco License Fee	$ 250.00	$ 250.00	NO CHANGE	
MARIJUANA LICENSE FEE	Marijuana MED Change in Corporate Structure	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	NO CHANGE	
MARIJUANA LICENSE FEE	Marijuana MED Change in Financial Interests	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	NO CHANGE	
MARIJUANA LICENSE FEE	Marijuana MED Change of Manager	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
MARIJUANA LICENSE FEE	Marijuana MED Late Renewal Fee	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	NO CHANGE	
MARIJUANA LICENSE FEE	Marijuana MED License New	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	NO CHANGE	
MARIJUANA LICENSE FEE	Marijuana MED Modification of Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	NO CHANGE	
MARIJUANA LICENSE FEE	Marijuana MED Renewal Fee (ANNUAL)	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	NO CHANGE	
MARIJUANA LICENSE FEE	Marijuana MED Transfer of Location	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	NO CHANGE	
MARIJUANA LICENSE FEE	Retail Marijuana Business Operating Fee (ANNUAL)	$ 1,500.00	$ 1,500.00	NO CHANGE	
SEXUALLY ORIENTED BUSINESS LICENSE FEE	Sexually Oriented Business License Fee	$ 100.00	$ 100.00	NO CHANGE	
SEXUALLY ORIENTED BUSINESS LICENSE FEE	Sexually Oriented Business License Renewal Fee	$ 100.00	$ 100.00	NO CHANGE	
SEXUALLY ORIENTED BUSINESS LICENSE FEE	Sexually Oriented Business Manager's Registration Fee	$ 100.00	$ 100.00	NO CHANGE	

FACILITY RENTAL

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
OPENSPACE FEES	Chambers Park Usage for Rafting Disembarkation by Rafting Operators (per paid customer)	$ 1	$ 1	NO CHANGE	
FACILITY DEPOSIT	Pavilion Deposit Fees	$ 750	$ 750	NO CHANGE	
FACILITY DEPOSIT	Studio Deposit Fees	$ 375	$ 375	NO CHANGE	
FACILITY DEPOSIT	Centennial Stage-Key Deposit	$ 100	$ 100	NO CHANGE	
PAVILION FEES	Pavilion Friday-Sunday: Eagle Resident	$ 600	$ 600	NO CHANGE	
PAVILION FEES	Pavilion Friday-Sunday: Non-Resident	$ 900	$ 900	NO CHANGE	
PAVILION FEES	Pavilion Friday-Sunday: Non-Profit	$ 400	$ 400	NO CHANGE	
PAVILION FEES	Pavilion Monday-Thursday: Eagle Resident	$ 300	$ 300	NO CHANGE	
PAVILION FEES	Pavilion Monday-Thursday: Non-Resident	$ 400	$ 400	NO CHANGE	
PAVILION FEES	Pavilion Monday-Thursday: Non-Profit	$ 200	$ 200	NO CHANGE	
STUDIO FEES	Studio Friday-Sunday: Eagle Resident	$ 250	$ 250	NO CHANGE	
STUDIO FEES	Studio Friday-Sunday: Non Resident	$ 350	$ 350	NO CHANGE	
STUDIO FEES	Studio Friday-Sunday: Non-Profit	$ 200	$ 200	NO CHANGE	
STUDIO FEES	Studio Monday-Thursday: Eagle Resident	$ 100	$ 100	NO CHANGE	
STUDIO FEES	Studio Monday-Thursday: Non-Resident	$ 150	$ 150	NO CHANGE	
STUDIO FEES	Studio Monday-Thursday: Non-Profit	$ 100	$ 100	NO CHANGE	
FACILITY RENTAL FEES	Cancellation fee (less than thirty (30) days prior to the event	Town will retain the full deposit fee	Town will retain the full deposit fee	NO CHANGE	
FACILITY RENTAL FEES	Cancellation fee (more than thirty (30) days prior to the event	$ 100	$ 100	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Late Check-In Fee	$ 125	$ 125	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Late Key Return	$ 30/Day	$ 30/Day	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Lost Key	Cost to re-key	Cost to re-key	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Unsecured Facility	$ 100	$ 100	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Unsatisfactory Cleaning Fee	$ 65 /half hour minimum: half hour Forfeiture of part of the deposit may be assessed if the next lessee is impacted by the condition of the complex and a discount is required for the next lessee	$ 65 /half hour minimum: half hour Forfeiture of part of the deposit may be assessed if the next lessee is impacted by the condition of the complex and a discount is required for the next lessee	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Repair Fee	$ 65 / half hour plus 1.25 x Cost of parts minimum: half hour	$ 65 / half hour plus 1.25 x Cost of parts minimum: half hour	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Stains on Carpet	$75 / Stain	$75 / Stain	NO CHANGE	

FACILITY RENTAL

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
FACILITY RENTAL FEES	Pavilion/Studio-Liability Insurance: Low, Medium, and High Hazard Events	Per Colorado Intergovernmental Risk Sharing Agency's (CIRSA) Special Event liabiltiy insurance schedule	Per Colorado Intergovernmental Risk Sharing Agency's (CIRSA) Special Event liabiltiy insurance schedule	NO CHANGE	
TOWN HALL FEES	Town Hall Conference Room	$ 25	$ 25	NO CHANGE	
TOWN HALL FEES	Town Hall Council Chambers	$ 50	$ 50	NO CHANGE	

SPECIAL EVENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
SPECIAL EVENTS	Clean Up Deposits - For events taking place on town property, a deposit for clean up may be charged. The amount returned will be dependent on the amount of staff time spent cleaning the site after the event.	$ 250.00	$ 250.00	NO CHANGE	
SPECIAL EVENTS	Fee for Additional Officers - Fee per hour per officer for additional coverage that may be required when a certain number of attendees are expected at an event.	$60-$80/hr/officer	$60-$80/hr/officer	NO CHANGE	
SPECIAL EVENTS	Special Event Application Fee - Lower cost application fee for all events. Additional review fee will be charged for events that take significant staff time for review.	$ 25.00	$ 25.00	NO CHANGE	
SPECIAL EVENTS	Special Event Application Review Fee - For larger public events that need staff review beyond the collection of event information, a $100 fee will be assessed.	$ 100.00	$ 100.00	NO CHANGE	
SPECIAL EVENTS	This fee may be charged when staff are required to assist with an event outside of normal business hours or outside of the standard job duties of the department.	$50/hr/employee	$50/hr/employee	NO CHANGE	
SPECIAL EVENTS	Special Event Temporary Use Permit for Using Town Property	$ 250.00	$ 250.00	NO CHANGE	

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 1-500	$ 39.40	$ 39.40	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 500.01-2,000	$39.40 for the first 500 plus $3.60 for each add 'l 100 or fraction thereof, to and including 2,000	$39.40 for the first 500 plus $3.60 for each add 'l 100 or fraction thereof, to and including 2,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 2,000.01-25,000	$93.40 for the first 2,000 plus $16.30 for each add 'l 1,000 or fraction thereof, to and including 25,000	$93.40 for the first 2,000 plus $16.30 for each add 'l 1,000 or fraction thereof, to and including 25,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 25,000.01-50,000	$468.30 for the first 25,000 plus $11.75 for each add 'l 1,000 or fraction thereof, to and including 50,000	$468.30 for the first 25,000 plus $11.75 for each add 'l 1,000 or fraction thereof, to and including 50,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 50,000.01-100,000	$762.05 for the first 50,000 plus $8.15 for each add 'l 1,000 or fraction thereof, to and including 100,000	$762.05 for the first 50,000 plus $8.15 for each add 'l 1,000 or fraction thereof, to and including 100,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 100,000.01-500,000	$1,169.55 for the first 100,000 plus $6.55 for each add 'l 1,000 or fraction thereof, to and including 500,000	$1,169.55 for the first 100,000 plus $6.55 for each add 'l 1,000 or fraction thereof, to and including 500,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 500,000.01-1,000,000	$3789.55 for the first 500,000 plus $5.55 for each add 'l 1,000 or fraction thereof, to and including 1,000,000	$3789.55 for the first 500,000 plus $5.55 for each add 'l 1,000 or fraction thereof, to and including 1,000,000	NO CHANGE	
BUILDING PERMIT FEES	Roof Replacement - For single-family structure only	$ 65.00	$ 65.00	NO CHANGE	
BUILDING PERMIT FEES	Move or Demolish - Any building or structure	$ 65.00	$ 65.00	NO CHANGE	
BUILDING PERMIT FEES	Use Tax	2% of 120% of Total Valuation	2% of 120% of Total Valuation	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Performing work without first obtaining a permit	Double the Permit Fee	Double the Permit Fee	NO CHANGE	

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 1,000,000.01 and up	$6,564.55 for the first 1,000,000 plus $4.30 for each add 'l 1,000	$6,564.55 for the first 1,000,000 plus $4.30 for each add 'l 1,000	NO CHANGE	
CONTRACTORS REGISTRATION FEES	Building Contractor's Registration	$ 50.00	$ 50.00	NO CHANGE	
CONTRACTORS REGISTRATION FEES	Plumbing Contractor's Registration	$ 50.00	$ 50.00	NO CHANGE	
CONTRACTORS REGISTRATION FEES	Special Contractor's Registration	$ 50.00	$ 50.00	NO CHANGE	
CONTRACTORS REGISTRATION FEES	General Contractor's Registration	$ 100.00	$ 100.00	NO CHANGE	
CONTRACTORS REGISTRATION FEES	Electrical Contractor's Registration	$ -	$ -	NO CHANGE	
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Residential - Under 1,000 square feet	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE	
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Residential - 1,001-1,500 square feet	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE	
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Residential - 1,501-2,000 square feet	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE	
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Residential - More than 2,000 sf	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE	
ELECTRICAL PERMIT FEES	Electrical Permit Fee – Commercial – Total Valuation 1-2,000	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE	
ELECTRICAL PERMIT FEES	Electrical Permit Fee – Commercial – Total Valuation 2,001 and above	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE	
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Mobile home and travel trailer parks	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE	
ELECTRICAL PERMIT FEES	Electrical Temporary power permits	$ 57.50	$ 57.50	NO CHANGE	
ELEVATOR PERMIT FEES	Reinspection fees	$1,000 per unit	$1,000 per unit	NO CHANGE	
INSPECTIONS	Reinspection fees	$50/Hour (Minimum 1 hour)	$50/Hour (Minimum 1 hour)	NO CHANGE	
INSPECTIONS	Inspections for which no fee is specifically indicated	$50/Hour (Minimum 1 hour)	$50/Hour (Minimum 1 hour)	NO CHANGE	
INSPECTIONS	Inspections outside of normal business hours 8am-5pm	$100/Hour (Minimum 2 Hours)	$100/Hour (Minimum 2 Hours)	NO CHANGE	
MANUFACTURED/MOBILE HOME PERMIT FEES	Single-wide Mobile Home	$ 200.00	$ 200.00	NO CHANGE	
MANUFACTURED/MOBILE HOME PERMIT FEES	Double-wide Mobile Home	$ 300.00	$ 300.00	NO CHANGE	
MANUFACTURED/MOBILE HOME PERMIT FEES	Factory Built/Manufactured Home Double Unit	$ 500.00	$ 500.00	NO CHANGE	

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
MANUFACTURED/MOBILE HOME PERMIT FEES	Factory Build/Manufactured Home Triple Unit	$ 800.00	$ 800.00	NO CHANGE	
MECHANICAL PERMIT FEES	Mechanical Permit Fee Total Valuation 1-2,000	$ 65.00	$ 65.00	NO CHANGE	
MECHANICAL PERMIT FEES	Mechanical Permit Fee Total Valuation 2,001-25,000	$65 for the first 2,000 plus $22 for each additional 1,000 of fraction thereof up to 25,000	$65 for the first 2,000 plus $22 for each additional 1,000 of fraction thereof up to 25,000	NO CHANGE	
MECHANICAL PERMIT FEES	Mechanical Permit Fee Total Valuation 25,001 or more	$571 for the first 25,000 plus $11 for each additional 1,000 or fraction thereof	$571 for the first 25,000 plus $11 for each additional 1,000 or fraction thereof	NO CHANGE	

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
MECHANICAL PERMIT FEES	Replacement of existing boiler or furnace	$ 65.00	$ 65.00	NO CHANGE	
PERMIT ISSUE/TRANSFER	Permit issuance or transfer (Issuance fee does not apply for Electrical Permits)	$ 25.00	$ 25.00	NO CHANGE	
PLAN REVIEW	Repetitive Plan Check Fee - Residential (multi-family)	$75/Hour (Minimum 4 Hours)	$75/Hour (Minimum 4 Hours)	NO CHANGE	
PLAN REVIEW	Repetitive Plan Check Fee - Commercial/Industrial/Mixed Use	$75/Hour (Minimum 5 Hours)	$75/Hour (Minimum 5 Hours)	NO CHANGE	
PLAN REVIEW	Additional Plan Review required by Changes, Additions, Revisions	$75/Hour (Minimum 1 Hour)	$75/Hour (Minimum 1 Hour)	NO CHANGE	
PLAN REVIEW	Plan Check Fee	65% of the amount of the Building Permit Fee	65% of the amount of the Building Permit Fee	NO CHANGE	
PLAN REVIEW	Use of an Outside Consultant for plan check and/or inspection	Actual Costs	Actual Costs	NO CHANGE	
PLUMBING PERMIT FEES	Plumbing Permit Fee Total Valuation 1-2,000	$ 65.00	$ 65.00	NO CHANGE	
PLUMBING PERMIT FEES	Plumbing Permit Fee Total Valuation 2,001-25,000	$65 for the first 2,000 plus $22 for each additional 1,000 of fraction thereof up to 25,000	$65 for the first 2,000 plus $22 for each additional 1,000 of fraction thereof up to 25,000	NO CHANGE	
PLUMBING PERMIT FEES	Plumbing Permit Fee Total Valuation 25,001 or more	$571 for the first 25,000 plus $11 for each additional 1,000 or fraction thereof	$571 for the first 25,000 plus $11 for each additional 1,000 or fraction thereof	NO CHANGE	
PLUMBING PERMIT FEES	Replacement of existing hot water heater	$ 65.00	$ 65.00	NO CHANGE	
PV SOLAR PERMIT FEES	Residential PV Installation -	$ 250.00	$ 250.00	NO CHANGE	
PV SOLAR PERMIT FEES	Commercial PV Installation -	$ 500.00	$ 500.00	NO CHANGE	
WATER METER FEES	Water Meter Fees - 1” Service	$ 990	$ 990	NO CHANGE	
WATER METER FEES	Water Meter Fees - ¾” Service	$ 960	$ 960	NO CHANGE	
WATER METER FEES	Water Meter Fees - Greater than 1” Service	Meter and all items associated with insallation of meters larger than 1" - actual cost x 2	Meter and all items associated with insallation of meters larger than 1" - actual cost x 2	NO CHANGE	
PLANT INVESTMENT FEE-WATER	Water Per Equivalent Residential Unit (EQR) In Town	$ 12,243	$ 14,080	FEE CHANGE	15% fee increase on proposed increase structure for Plant Investment Fees discussed during 2018 budget season due to rate study recommendation (15% increase 2019-2022 and 3% increase 2023-2027)
PLANT INVESTMENT FEE-WATER	Water Per Equivalent Residential Unit (EQR) Out of Town	$ 18,365	$ 21,119	FEE CHANGE	

BUILDING DEPARTMENT FEES					
FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
PLANT INVESTMENT FEE-WATER	Deed Restricted Affordable Housing or Local Employee residence, per unit	50% Discount	50% Discount	NO CHANGE	
PLANT INVESTMENT FEE-SEWER	Sewer - Per Equivalent Residential Unit (1.0 EQR)	$ 10,000	$ 10,000	NO CHANGE	Per Brandy: per the recent WW rate study, we are currently not changing tap fees

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
MOBILE VENDING PERMIT	Mobile Vending Permit Fee	$ 250.00	$ 250.00	NO CHANGE	
SHORT-TERM RENTAL FEES	Short-Term Rental Registration Fees	$ -	$ -	NO CHANGE	
FIRE IMPACT FEES	Residential - Single Family (per unit)	$ 2,359.23	$ 2,359.23	FEE CHANGE	Greater Eagle Fire Protection District (GEFPD) passed Resolution 2020-3 which adjusts fire impact fees by CPI. GEFPD uses Denver-Aurora-Lakewood Consumer Price Index (CPI) for the 2nd half of each year for this adjustment (i.e. 2022 CPI increases are based on the annual CPI increase from January 2021 through December 2021). These increases will not be available until Feb 2022.
FIRE IMPACT FEES	Residential - Multi family (per unit)	$ 1,078.01	$ 1,078.01	FEE CHANGE	
FIRE IMPACT FEES	Nonresidential, except temporary & extended stay lodging facilities (per 1,000sqft)	$ 950.74	$ 950.74	FEE CHANGE	
FIRE IMPACT FEES	Temporary & extended stay lodging facilities (per 1,000sqft)	$ 950.74	$ 950.74	FEE CHANGE	
PUBLIC SAFETY IMPACT FEE	Impact fee per dwelling unit for residential land use	$ 1,359.89	$ 1,407.49	FEE CHANGE	3.5% CPI increase. Per the municipal code (4.13.250) the public safety impact fee shall be adjusted annually for inflation based on Denver-Aurora-Lakewood CPI. The Town uses the 1st half of the year method for all CPI increases to our fees (i.e. 2022 CPI increases are based on the annual CPI increase from July 2020 through June 2021).
PUBLIC SAFETY IMPACT FEE	Impact fee for commercial land use	$0.32 / square foot	$0.33 / square foot	FEE CHANGE	
LAND USE APPLICATION FEES	Annexation and Initial Zoning (Non PUD <2 acres)	$1,500 + Deposit of 20% of estimated passthrough costs	$1,500 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Annexation and Initial Zoning (Non PUD >2 acres)	$2,500 + Deposit of 20% of estimated passthrough costs	$2,500 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Annexation and Initial Zoning (PUD any size)	$2,500 + Deposit of 20% of estimated passthrough costs	$2,500 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Rezoning Application Fee	$600 + $600 Deposit	$600 + $600 Deposit	NO CHANGE	
LAND USE APPLICATION FEES	Amendment to Zone District Regulations	$900 + $900 Deposit	$900 + $900 Deposit	NO CHANGE	
LAND USE APPLICATION FEES	Zoning Variance	$ 500.00	$ 500.00	NO CHANGE	
LAND USE APPLICATION FEES	Community Plan Exception	$2,000 + Deposit of 20% of estimated passthrough costs	$2,000 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Small Area Plan Exception/Amendment	$1,000 + Deposit of 20% of estimated passthrough costs	$1,000 + Deposit of 20% of estimated passthrough costs	NO CHANGE	

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LAND USE APPLICATION FEES	PUD Residential Zoning Plan	$750 + $25 per du + Deposit of 20% of estimated passthrough costs	$750 + $25 per du + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	PUD Residential Development Plan	$1,000 + $25 per du + Deposit of 20% of estimated passthrough costs	$1,000 + $25 per du + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	PUD Commercial & Industrial Zoning Plan	$800 + Deposit of 20% of estimated passthrough costs	$800 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	PUD Commercial & Industrial Development Plan	$1,250 + Deposit of 20% of estimated passthrough costs	$1,250 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	PUD Multiple Use - Zoning Plan	$1,000 + Deposit of 20% of estimated passthrough costs	$1,000 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	PUD Multiple Use - Development Plan	$2,000 + Deposit of 20% of estimated passthrough costs	$2,000 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	PUD Zoning Plan and Development Plan Combination	Listed Fee with 15% discount + Deposit of 20% of estimated passthrough costs	Listed Fee with 15% discount + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	PUD Minor Amendment	$500 + Deposit of 20% of estimated passthrough costs	$500 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	PUD Major Amendment	$1,500 + Deposit of 20% of estimated passthrough costs	$1,500 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Sketch Plan	$500 Plus $25 per Lot + Deposit of 20% of estimated passthrough costs	$500 Plus $25 per Lot + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Preliminary Plan	$800 Plus $25 per Lot + Deposit of 20% of estimated passthrough costs	$800 Plus $25 per Lot + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Final Plat	$800 Plus $25 per Lot + Deposit of 20% of estimated passthrough costs	$800 Plus $25 per Lot + Deposit of 20% of estimated passthrough costs	NO CHANGE	

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LAND USE APPLICATION FEES	Subdivision - Lot Line Adjustment	$450 +$ 600 Deposit	$450 +$ 600 Deposit	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Condominium/Townhouse Plat	$450 + Deposit of 20% of estimated passthrough costs	$450 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision – Minor	$550 + $600 Deposit	$550 + $600 Deposit	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Combination Sketch Plan/Prelim Plan	Listed fees with 15% discount + 20% of estimated passthrough costs	Listed fees with 15% discount + 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Combination Prelim/Final Plat	Listed fees with 15% discount + deposit of 20% of estimated passthrough costs	Listed fees with 15% discount + deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Special Use Permit	$600 + $600 Deposit	$600 + $600 Deposit	NO CHANGE	
LAND USE APPLICATION FEES	Special Use Permit – Amendment	$ 350	$ 350	NO CHANGE	
LAND USE APPLICATION FEES	Sign Permit	$ 50	$ 50	NO CHANGE	
LAND USE APPLICATION FEES	Sign Permit - Comprehensive sign program	$ 100	$ 100	NO CHANGE	
LAND USE APPLICATION FEES	Design Variance - non DP or Subdivision	$ 300	$ 300	NO CHANGE	
LAND USE APPLICATION FEES	Temporary Use Permit - No Hearing	$ 250	$ 250	NO CHANGE	
LAND USE APPLICATION FEES	Temporary Use Permit - Public Hearing	$ 600	$ 600	NO CHANGE	

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LAND USE APPLICATION FEES	Wireless Communcation Facility (WCF) Administrative Approval Fee	N/A	$ 450	NEW FEE	Establish a fee for the administrative approval process of Wirless Communication Facility applications. The fee accounts for public noticing. These are comps for similar administrative processes which require public noticing. The recommened fee of $450.00 per application is an adjusted reflection of the median price of the listed comps. **Comparisons:** **1. Town of Avon** Administrative/Minor Subdivision = $250.00 **2. Routt County** Administrative Permit = $600.00 Re-Plat = $600.00 **3. Steamboat Springs** Vacation Home Rental Permit = $500.00 Minor Subdivision = $850.00 Minor Variance = $425.00 **4. Town of Eagle** Lot Line Adjustment = $450.00 Temporary Use Permit (no Hearing) =
LAND USE APPLICATION FEES	Address Change Fee	$ 25	$ 25	NO CHANGE	
LAND USE APPLICATION FEES	Planner - Hourly Rate	$ 60	$ 60	NO CHANGE	
LAND USE APPLICATION FEES	Development Permit - Minor non PUD	$1,000 + Deposit of 20% of estimated passthrough costs	$1,000 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Development Permit - Major non PUD	$2,000 + Deposit of 20% of estimated passthrough costs	$2,000 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Encroachment Permit	$ 250	$ 250	NO CHANGE	
LAND USE APPLICATION FEES	An Appeal of a Planning Decision	Original application fee (No Deposit)	Original application fee (No Deposit)	NO CHANGE	
STREET IMPROVEMENT FEES	Residential single family	$1,016 per dwelling unit	$1,016 per dwelling unit	NO CHANGE	
STREET IMPROVEMENT FEES	Residential multifamily	$646 per dwelling unit	$646 per dwelling unit	NO CHANGE	
STREET IMPROVEMENT FEES	Bank	$7,634 per 1,000 sf	$7,634 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	Convenience Store w gas	$10,309 per 1,000 sf	$10,309 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	High turnover sit down restaurant	$3,613 per 1,000 sf	$3,613 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	Fast food restaurant	$13,681 per 1,000 sf	$13,681 per 1,000 sf	NO CHANGE	

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
STREET IMPROVEMENT FEES	Industrial	$194 per 1,000 sf	$194 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	Commercial General	$1,016 per 1,000 sf	$1,016 per 1,000 sf	NO CHANGE	

ENGINEERING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
ENGINEERING DEPARTMENT	Engineer - Hourly Rate	$ 60	$ 60	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 50 cubic yards or less	$ 65	$ 65	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 51-100 cubic yards	$65 for the first 50 cy plus $15.00 for each add 'l 10 cy or fraction thereof	$65 for the first 50 cy plus $15.00 for each add 'l 10 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 101-1,000 cubic yards	$140 for the first 1,000 cy plus $10.50 for each add 'l 100 cy or fraction thereof	$140 for the first 1,000 cy plus $10.50 for each add 'l 100 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 1,001-10,000 cubic yards	$234.50 for the first 1,000 cy plus $9.00 for each add 'l 1,000 cy or fraction thereof	$234.50 for the first 1,000 cy plus $9.00 for each add 'l 1,000 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 10,001-100,000 cubic yards	$315.50 for the first 10,000 cy plus $40.50 for each add 'l 10,000 cy or fraction thereof	$315.50 for the first 10,000 cy plus $40.50 for each add 'l 10,000 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 100,001 cubic yards or more	$680 for the first 100,000 cy plus $22.50 for each add 'l 10,000 cy or fraction thereof	$680 for the first 100,000 cy plus $22.50 for each add 'l 10,000 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Plan Review Fee	Town Engineer Hourly Rate (Minimum 2 Hours)	Town Engineer Hourly Rate (Minimum 2 Hours)	NO CHANGE	

PUBLIC WORKS DEPARTMENT

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
PUBLIC WORKS	Door Tag – Water Notice Shut Off	$ 25.00	$ 25.00	NO CHANGE	
PUBLIC WORKS	Meter Check Service Fee	75.00 (Hourly)	75.00 (Hourly)	NO CHANGE	
PUBLIC WORKS	Meter Check Service Fee – After Hours/Holidays	150.00 (Hourly)	150.00 (Hourly)	NO CHANGE	
PUBLIC WORKS	Public Works Engineer - Hourly Rate	$85-$90	$85-$90	NO CHANGE	
PUBLIC WORKS	Water Shut Off/Turn On After Hours/Holidays	$ 150.00	$ 150.00	NO CHANGE	
PUBLIC WORKS	Backflow Device Inspection Fee	75.00 (Hourly)	75.00 (Hourly)	NO CHANGE	
PUBLIC WORKS	Right of Way Construction Permit	$ 150.00	$ 150.00	NO CHANGE	
PUBLIC WORKS	Road Cut Permit Annual	$ 300.00	$ 300.00	NO CHANGE	
PUBLIC WORKS	Road Cut Permit One Time	$ 100.00	$ 100.00	NO CHANGE	
PUBLIC WORKS	Water Shut Off/Turn On	$ 75.00	$ 75.00	NO CHANGE	
PUBLIC WORKS	Non-Operational Meter	$100/month	$100/month	NO CHANGE	
PUBLIC WORKS	Yard Waste Fee (per month)	$ 2.00	$ 2.00	NO CHANGE	
PUBLIC WORKS	Hydrant Meter Fees (Base Fee)	$ 50.00	$ 50.00	NO CHANGE	
PUBLIC WORKS	Hydrant Meter Fees (per 1,000 gallons)	$4.77/1,000 gallons	$4.77/1,000 gallons	NO CHANGE	
PUBLIC WORKS	Excavation Permit One Time	N/A	$ 50.00	MISSING FEE	This fee is on EMC (13.18.070). Adding to fee schedule for completeness
PUBLIC WORKS	Excavation Permit Annual	N/A	$ 150.00	MISSING FEE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Public Works Employee Labor - Not For Public	$38/Hour	$38/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Tandem Dump Truck -Not For Public	$70/Hour	$70/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Backhoe -Not For Public	$50/Hour	$50/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Tool Cat -Not For Public	$50/Hour	$50/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Loader -Not For Public	$60/Hour	$60/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Street Sweeper -Not For Public	$120/Hour	$120/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Skid Steer -Not For Public	$50/Hour	$50/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Motor Grader -Not For Public	$65/Hour	$65/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Lift Truck -Not For Public	$115/Hour	$115/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Boom Mower Tractor/Mowing -Not For Public	$50/Hour	$50/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	ATV -Not For Public	$13.20/Hour	$13.20/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Flushing Trailer/Flushing Skid -Not For Public	$90/Hour	$90/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Pickup Truck/4x4 Vehicle -Not For Public	$20.80/Hour	$20.80/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Water Pump/Trash Pump -Not For Public	$27.10/Hour	$27.10/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Chainsaw + Employee Rate -Not For Public	$3.45 + $38/Hour	$3.45 + $38/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Demo Saw + Employee Rate -Not For Public	$7.20 + $38/Hour	$7.20 + $38/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Air Compressor -Not For Public	$104/Day	$104/Day	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Traffic Cones -Not For Public	$1.25/Cone	$1.25/Cone	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Type 2 barricades -Not For Public	$2.00/Barricade	$2.00/Barricade	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Type 3 barricades -Not For Public	$2.75/Barricade	$2.75/Barricade	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Traffic Barrels -Not For Public	$2.50/Barrel	$2.50/Barrel	NO CHANGE	

PUBLIC WORKS DEPARTMENT

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Additional signage -Not For Public	$1.50 /Sign	$1.50 /Sign	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Variable Message Sign -Not For Public	$220/Day	$220/Day	NO CHANGE	

UTILITY FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
WATER FUND FEE	**Rate Class Monthly Base Fee Usage Block (gal) Charge per 1,000 gal**				3% ongoing annual increase per water rate model approved in 2018 for base and tier usage rates. No increase for surcharge rates per rate model.
WATER FUND FEE	**Residential without accessory dwelling unit**	$ 37.44	$ 38.56	FEE CHANGE	
WATER FUND FEE	0-6,000	$ 3.18	$ 3.28	FEE CHANGE	
WATER FUND FEE	6,001-17,000	$ 7.02	$ 7.23	FEE CHANGE	
WATER FUND FEE	17,001-28,000	$ 10.52	$ 10.84	FEE CHANGE	
WATER FUND FEE	28,000 +	$ 15.79	$ 16.26	FEE CHANGE	
WATER FUND FEE	**Residential with accessory dwelling unit base fee**	$ 46.97	$ 48.38	FEE CHANGE	
WATER FUND FEE	0-8,000	$ 3.18	$ 3.28	FEE CHANGE	
WATER FUND FEE	8,001-17,000	$ 7.02	$ 7.23	FEE CHANGE	
WATER FUND FEE	17,001-28,000	$ 10.52	$ 10.84	FEE CHANGE	
WATER FUND FEE	28,000 +	$ 15.79	$ 16.26	FEE CHANGE	
WATER FUND FEE	**Non-Residential Commercial & Mixed Use Base Fee (per unit)**	$ 37.44	$ 38.56	FEE CHANGE	
WATER FUND FEE	0-6,000	$ 3.18	$ 3.28	FEE CHANGE	
WATER FUND FEE	6,000 +	$ 7.02	$ 7.23	FEE CHANGE	
WATER FUND FEE	**Non-Residential Government, Schools & Churches base fee (per unit)**	$ 37.44	$ 38.56	FEE CHANGE	
WATER FUND FEE	0-6,000	$ 3.18	$ 3.28	FEE CHANGE	
WATER FUND FEE	6,000 +	$ 7.02	$ 7.23	FEE CHANGE	
WATER FUND FEE	**Residential/ Non- Residential Compound Meter High Side base fee (per unit)**	$ -	$ -	FEE CHANGE	
WATER FUND FEE	All Usage	$ 7.02	$ 7.23	FEE CHANGE	
WATER FUND FEE	**Out of Town Residential without accessory dwelling unit base fee**	$ 56.16	$ 57.85	FEE CHANGE	
WATER FUND FEE	0-6,000	$ 4.77	$ 4.92	FEE CHANGE	
WATER FUND FEE	6,001-17,000	$ 10.49	$ 10.81	FEE CHANGE	
WATER FUND FEE	17,001-28,000	$ 15.74	$ 16.22	FEE CHANGE	
WATER FUND FEE	28,000 +	$ 23.61	$ 24.31	FEE CHANGE	
WATER FUND FEE	**Out of Town Residential with accessory dwelling unit base fee**	$ 70.50	$ 72.61	FEE CHANGE	
WATER FUND FEE	0-8,000	$ 4.77	$ 4.92	FEE CHANGE	
WATER FUND FEE	8,001-17,000	$ 10.49	$ 10.81	FEE CHANGE	
WATER FUND FEE	17,001-28,000	$ 15.74	$ 16.22	FEE CHANGE	
WATER FUND FEE	28,000 +	$ 23.61	$ 24.31	FEE CHANGE	

UTILITY FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
WATER FUND FEE	**Out of Town Non-Residential Commercial & Mixed Use base fee (per unit)**	$ 56.16	$ 57.85	FEE CHANGE	3% ongoing annual increase per water rate model approved in 2018 for base and tier usage rates. No increase for surcharge rates per rate model.
WATER FUND FEE	0-6,000	$ 4.77	$ 4.92	FEE CHANGE	
WATER FUND FEE	6,000 +	$ 10.49	$ 10.81	FEE CHANGE	
WATER FUND FEE	**Non-Residential Government, Schools & Churches base fee (per unit)**	$ 56.16	$ 57.85	FEE CHANGE	
WATER FUND FEE	0-6,000	$ 4.77	$ 4.92	FEE CHANGE	
WATER FUND FEE	6,000 +	$ 10.49	$ 10.81	FEE CHANGE	
WATER FUND FEE	**Residential/ Non- Residential Compound Meter High Side base fee(per unit)**	$ -	$ -	FEE CHANGE	
WATER FUND FEE	All Usage	$ 10.49	$ 10.81	FEE CHANGE	
WATER FUND FEE	**Surcharge Residential (per unit)**			NO CHANGE	
WATER FUND FEE	Low Usage - (0 - 4,000 gallons)	$ 8.15	$ 8.15	NO CHANGE	
WATER FUND FEE	Average Usage - (4,000 - 14,000)	$ 12.50	$ 12.50	NO CHANGE	
WATER FUND FEE	High Usage - (14,000 +)	$ 17.00	$ 17.00	NO CHANGE	
WATER FUND FEE	**Surcharge Non-Residential (per unit)**			NO CHANGE	
WATER FUND FEE	Low Usage - (0 - 4,000 gallons)	$ 8.15	$ 8.15	NO CHANGE	
WATER FUND FEE	Average Usage - (4,000 - 46,000)	$ 12.50	$ 12.50	NO CHANGE	
WATER FUND FEE	High Usage - (46,000 +)	$ 17.00	$ 17.00	NO CHANGE	
WATER FUND FEE	Utility Payment Late Fee (Water/Sewer/Trash)	$ 5.00	$ 5.00	FEE TITLE CHANGE ONLY	Updated verbiage to reflect this fee is for water, sewer, and trash service
WASTE WATER FUND FEE	Residential/Commercial/Mixed Use/Government/Schools - Monthly Sewer Service (per unit)	$ 61.76	$ 63.61	FEE CHANGE	Per Brandy: per the WW rate study, sewer rate increase dropped from 5% annually to 3% annually
REFUSE FEE	Residential monthly charges rubish removal and recycling base fee	$ 26.92	$ 27.73	FEE CHANGE	Currently proposing an increase by 'CPI'. 3% per Vail Honeywagon. NOTE: Either these two refuse fees, or the two proposed below will be used (NOT both). It will depend on whether or not the council approves the new Vail Honeywagon proposal for animal resistant containers and dual stream recycling
REFUSE FEE	Additional can fee per month	$ 21.52	$ 22.16	FEE CHANGE	
REFUSE FEE	Residential monthly charges rubish removal and recycling base fee (Animal Resistant Containers for trash and dual stream recycling)	N/A	$ 29.75	NEW FEE	Vail Honeywagon proposal for 2022 switch to Animal Resistant Trash containers and Single Stream Recycling. Will increase 3% per year

UTILITY FEES					
FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
REFUSE FEE	Additional can fee per month (Animal Resistant Containers for trash)	N/A	$ 13.25	NEW FEE	thereafter
REFUSE FEE	Extra Trash Charges: Furniture - couch, sofa, twin or single box springs/mattresses	$ 15.00	$ 15.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Furniture - per king/queen mattress or box springs	$ 20.00	$ 20.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Appliances - stove, oven, washing machine, dishwasher, dryer, microwave	$ 15.00	$ 15.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Appliances - hot water heater, cast iron tub, refridgerator	$ 30.00	$ 30.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Carpet: per cubic yard	$ 18.00	$ 18.00	NO CHANGE	

UTILITY FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
REFUSE FEE	Extra Trash Charges: Construction Materials - per cubic yard	$ 18.00	$ 18.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Tires (each)	$ 7.00	$ 7.00	NO CHANGE	
REFUSE FEE	Trash Can - New	$ 90.00	$ 90.00	NO CHANGE	
REFUSE FEE	Trash Can - Used	$ 50.00	$ 50.00	NO CHANGE	
REFUSE FEE	Recycle Container	$ 20.00	$ 20.00	NO CHANGE	
REFUSE FEE	Yardwaste Fee	$ 2.00	$ 2.00	NO CHANGE	
REFUSE FEE	Administrative Fee for Refuse Billing	$ 1.26	$ 1.34	FEE CHANGE	3% increase in alignment with VHW 3% annual increase. This includes the increase for 2021 and 2022
STORMWATER MANAGEMENT FEE	Residential Monthly Fee	$ 3.00	$ 3.00	NO CHANGE	Fee adopted in 2021. Once there are enough funds built up, the Town will be able to conduct a rate study to ensure an appropriate rate schedule for future projects and required funding
STORMWATER MANAGEMENT FEE	Commercial Monthly Fee	$ 6.00	$ 6.00	NO CHANGE	

COURT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
COURT	Court Cost	$ 30	$ 30	NO CHANGE	
COURT	Surcharge - Criminal Violation	$ 20	$ 20	NO CHANGE	
COURT	Surcharge - Traffic Code Violation	$ 10	$ 10	NO CHANGE	
COURT	Jury Demand Fee	$ 25	$ 25	NO CHANGE	
COURT	Witness Fee	$ 5/day	$ 5/day	NO CHANGE	
COURT	Juror Fee-Engaged on Jury	$6/day	$6/day	NO CHANGE	
COURT	Juror Fee-Attendance on Panel	$3/day	$3/day	NO CHANGE	
COURT	Mileage Fees (witnesses and jurors)	$0.15/mile	$0.15/mile	NO CHANGE	
COURT	Deferred Judgement Fee	$ 75	$ 75	NO CHANGE	
COURT	Deferred Prosecution Fee	$ 40	$ 40	NO CHANGE	
COURT	Insurance Dismissal Fee	$ 10	$ 10	NO CHANGE	
COURT	Bench Warrant Fee	$ 50	$ 50	NO CHANGE	
COURT	Incarceration Fee	Amount equal to sum charged to the Town by the County for incarceration	Amount equal to sum charged to the Town by the County for incarceration	NO CHANGE	
COURT	Charitable Contribution	$ 5	$ 5	NO CHANGE	
COURT	Collections Administration Fee	$ 50	$ 50	NO CHANGE	
COURT	Stay of Execution Fee	$ 25	$ 25	NO CHANGE	
COURT	Non-Resident Violator Compliance Fee	$ 30	$ 30	NO CHANGE	
COURT	Outstanding Judgment Warrant Fee	$ 30	$ 30	NO CHANGE	
COURT	Record Sealing Fee	$ 65	$ 65	NO CHANGE	

POLICE DEPARTMENT

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
POLICE DEPARTMENT	Abandoned Vehicle Administration Fee	$ -	$ -	NO CHANGE	
POLICE DEPARTMENT	Nuisance Alarm Fee	50-150	50-150	NO CHANGE	
POLICE DEPARTMENT	VIN Inspection Fee	$ 15.00	$ 15.00	NO CHANGE	
POLICE DEPARTMENT	Sex Offender Annual Registration	$ 25.00	$ 25.00	NO CHANGE	
POLICE DEPARTMENT	Sex Offender Information Update	$ -	$ -	NO CHANGE	
POLICE DEPARTMENT	Sex Offender Quarterly Registration	$ 25.00	$ 25.00	NO CHANGE	
POLICE DEPARTMENT	Police Report Digital Evidence Disc Fee	$ 5.00	$ 5.00	NO CHANGE	
POLICE DEPARTMENT	Police Report Fee	.25 per page	.25 per page	NO CHANGE	
POLICE DEPARTMENT	Police Report Research Fee (per hour, first hour free)	$ 30.00	$ 30.00	NO CHANGE	
POLICE DEPARTMENT	Sex Offender De- Registration	$ -	$ -	NO CHANGE	
POLICE DEPARTMENT	Video Redaction Fee	Cost of Third Party Contract	Cost of Third Party Contract	NO CHANGE	

To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: October 26, 2021

Agenda Item: Eagle River Park Conveyance and Annexation Request Letter

REQUEST:

Staff is requesting that the Town Council review a draft letter to send to the Eagle Board of County Commissioners requesting that they convey and annex the Eagle River Park and parking lot to the Town of Eagle.

INTRODUCTION:

The Eagle River Park was completed in May of 2019. Since then, the Town and County have executed a few Use Agreements to complete the outstanding items associated with the park. The Town has completed all items. As part of the planning of the park, voters approved ballot language that required the Town to take possession upon completion. This requires the County to convey and annex the property to the Town. In the past, the County did agree to this and the proposal is included in existing Use Agreements. The County and the Town met on September 9, 2021, to discuss the next steps related to the conveyance and annexation. The County is requiring that the Town send a letter outlining the request for the conveyance and annexation. Based on feedback provided by the Town Council to staff, a draft of the request letter is included in the packet.

ANALYSIS:

The request letter includes the following items:

- Conveyance and annexation of the entire site and parking lot.
- A confirmation that the Town will agree to maintain the Diversion Structure per the April 27, 2021 Use Agreement.

COMMUNITY INPUT:

Community input is not required with this proposal.

BUDGET / STAFF IMPACT:

There will be a budget and staff impact once the County initiates the conveyance and annexation process. The proposal requires a land-use process that will include legal counsel, development review, and staff resources.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal doesn't align with the current Strategic Plan. However, this project was identified in the 2017 plan, and the conveyance and annexation are the last steps in the completion of the Eagle River Park.

RECOMMENDED ACTION OR PROPOSED MOTION:

Provide staff with feedback on the draft letter.

Motion to direct staff to send the letter to Eagle County.

ATTACHMENTS:

- Draft - Eagle County Eagle River Park Conveyance and Annexation Request Letter

October 26, 2021

Commissioners
P.O. Box 850
500 Broadway
Eagle, CO 81631

Dear Eagle County Board of Commissioners

The Town of Eagle and Eagle County successfully partnered to construct the Eagle River Park that was completed in 2019. It was a carefully thought-out process that included the community and several partnerships to make the project a reality. The construction is complete, and the Town has satisfied Eagle County's requirements per the various Use Agreements that were approved.

On September 9, the Town and County met and agreed that the final step in the process is for the County to convey and annex the Eagle River Park to the Town. At the meeting, the County requested a letter from the Town outlining requests for consideration by the Board of County Commissioners. Provided in this letter are the Town's requests and the rationale.

The Town of Eagle requests the following:

<u>Conveyance and Annexation of the Eagle River Park Premise and Parking Lot</u>
The Town requests that the County convey and annex the premise of the Upland Park, including the whitewater section, and adjacent parking lot. The Town would agree to give Eagle County the flexibility to request the parking lot for uses associated with events or activities that require extra capacity at the Fairgrounds. The Town would ensure that the use of the parking lot would not conflict with the I-70 Mountain Corridor Traffic Incident Management Plan (TIM).

The rationale for acquiring the entire site including the parking lot are provided below:

- Single ownership reduces the need for multiple Intergovernmental Agreements (IGA) with separate regulations for the use of the sites making management easier.
- Single ownership would fall under one jurisdiction for law enforcement services, eliminating the need for a separate IGA resulting in the consolidation of regulations.
- Multiple IGAs tend to get lost over time with the transition of staff and elected officials.
- Single ownership would remove the liability and insurance requirements that the County must maintain for both sites.

- Even if the Town names the County as additionally insured, both parties still have liability.
- Consolidating ownership frees up staffing resources for the County because there is no longer a need for additional permitting and insurance requirements for mobile vendors located on the premise or in the parking lot.
- The Town has experience running parks and would continue to program and maintain the whitewater section, Upland Park, and parking lot as required under the existing Use Agreements.

Diversion Structure Maintenance

Per the Use Agreement approved by the Town Council on April 27, 2021, the Town will agree to carry forward the provisions regarding the maintenance of the Diversion Structure in the Annexation Agreement.

The rationale for including the Diversion Structure provisions in the Annexation Agreement are provided below:

- Consolidating this provision into an Annexation Agreement eliminates the need for multiple IGAs regarding the responsibilities and maintenance of the structure.
- The Town will honor its commitment to maintain the Diversion Structure since that was important to the County.

In summary, the Town is requesting conveyance and annexation of the Eagle River Park and parking lot and is committed to the ongoing maintenance of the Diversion Structure. The conveyance and annexation are the last step in the process for closing out the project. The Eagle River Park was a great collaboration, and the Town thanks to the County for the partnership on the project.

Most sincerely,

Scott Turnipseed, Mayor
Pappy Kerst, Mayor Pro Tem
Ellen Bodenheimer, Council Member
David Gaboury, Council Member
Janet Bartnik, Council Member
Geoff Grimmer, Council Member

cc: Jeanne McQueeney, Commissioner
Kathy Chandler-Henry, Commissioner
Matt Scherr, Commissioner
Jeff Shroll, County Manager