



Town Board of Trustees
Tuesday, July 23, 2019
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.*

6:00 PM - REGULAR MEETING CALLED to ORDER and ROLL CALL

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

PUBLIC COMMENT *Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person per topic unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to sign in.*

CONSENT AGENDA - 6:05 PM *Consent agenda items are routine Town business, items which have received clear direction previously from the board, final land use file documents after the public hearing has been closed, or which do not require board deliberation.*

1. Minutes - July 9, 2019

PRESENTATION - 6:10 PM *Presentations are limited to 10 minutes, unless other arrangements have been made with the Town Clerk.*

1. 2018 Audit Presentation, Roger Maggard
2. MWH, Michael Harmon - Lower Basin Water Treatment Plant Update

TOWN MANAGER AND DEPARTMENT UPDATE - 6:35 PM *The Town Manager and Department Staff prepare and provide internal updates to the Board.*

1. Town Manager Update
2. River Park Update, John Usery NV5
 - a. Change Order Number 010 in the amount of \$64,512.76 to Hobbs Excavating and Trucking *Roll call vote required*
3. Town Board Mini Retreat Summary

PUBLIC HEARINGS - QUASI JUDICIAL HEARINGS - 7:05 PM *Quasi Judicial Hearings are conducted pursuant to EMC Chapter 2.20.*

1. Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02. *Request for continuance to the September 24, 2019 Town Board Meeting*

EXECUTIVE SESSION *An Executive Session may be called at a properly noticed regular or special meeting where official action may be taken by the governing body,*

1. EXECUTIVE SESSION: To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) as it relates to Red Mountain Ranch Annexation and File#: AN17-01, PUD 18-01 and S18-02. *Roll call vote required*

OLD BUSINESS - 8:05 PM *Items listed in Old Business have been previously discussed and either required more information or the Board needed additional time to discuss the item.*

1. Resolution 33-2019 A Resolution of the Board of Trustees of the Town of Eagle, Colorado Adopting the Town of Eagle Employee Handbook
2. Proposed Revision of EQR Table
3. Downtown Pilot Parklet Program Proposal, Brandy Reitter

NEW BUSINESS - 9:05 PM *Items listed under New Business have not been previously discussed or acted upon.*

1. Violet Lane Water Line Easement Purchase Agreement, Temporary Construction Easement, and Water Line Easement with Vance and Melissa Carroll and William and Nancy Powell. *Roll call vote required*
2. Future Eagle County Referral - Base Camp Eagle Campground Special Use Permit
3. Cigarette Tax/Ballot Question, Brandy Reitter

BOARD DISCUSSION AND FUTURE AGENDA ITEMS - 9:35 PM

1. Joint Meeting with Planning & Zoning Commission
2. Correspondence from Kirchner Slaugh - Livestock Auction

ADJOURN - 9:45 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



**Town Board of Trustees
Tuesday, July 9, 2019
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.*

6:00 PM - REGULAR MEETING CALLED to ORDER and ROLL CALL

TRUSTEES PRESENT

Kevin Brubeck, Andy Jessen, Mikel Kerst, Matt
Solomon, Scott Turnipseed, Anne McKibbin

TRUSTEES ABSENT

Paul Witt

STAFF

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Bill Shrum, Assistant to the Town Manager
Jenny Rakow, Town Clerk
Carrie McCool, Interim Town Planner/Comm Dev Director
Kelly Huitt, Senior Accountant Finance
Bryon McGinnis, Public Works Director
Dawn Koenig, Admin Assistant/Comm Dev

ADOPTION OF AGENDA

There were no changes to the agenda.

PUBLIC COMMENT

Mayor McKibbin opened the meeting with a moment of silence for public servants William Moden from CSP and Taylor Esslinger from ECSO and GFPD.

Mayor McKibbin opened Public Comment for items not on tonight's agenda, there was no public comment.

PRESENTATIONS

1. Eagle County Loan Fund Grant Request, Kim Bell Williams Eagle County
Presentation was given by Kim Bell Williams Eagle County Housing Director, Nicholle Jackson, Tori Franks and Kevin Armitage. Request was made for financial assistance for the Eagle County Loan Fund for the matching grant with Eagle County.

Board Comments: inquiry made regarding loan write offs and losses. Tori Franks stated 3% losses have been recorded over the entire portfolio since 1999. Discussion regarding the Town's program and whether it should

stay for Town employees or get rolled into this program. If this was done, the funding would be available for all of Eagle County and not just in Eagle or for Eagle employees. Suggestion from Eagle County was to work on a partnership with the Town on their EHOP program to help it grow. This request will be part of the 2020 Budget discussion.

CONSENT AGENDA

1. Minutes - June 25, 2019
2. Bill Pay - June 2019
Board Comments: Inquiry about payments to Eagle County for dues and subscriptions and THOR Feasibility study.
- a. General Government Budget to Actual
Board Comments: Would like detailed line item budget detail for the Board to review the General Government showing breakouts, including Community Requests for Year to Date.

TOWN MANAGER AND DEPARTMENT UPDATE

1. Town Manager Update
Brandy Reitter highlighted her report including Flight Days recap. Thanked staff, volunteers and public safety for helping with event.

The Town hosted a Home Rule Charter Commission informational meeting last night and had five attendees.

River Park damage assessment is taking place regarding the path, will have numbers to review at our next meeting.

Board Comments: Would like a budget to actual midyear report for the whole budget. Requested the signage at the River Park regarding take out at Chambers Park be reworded if posted again.
2. Department Update
 - a. Staff Introduction, Mark Herota
Brandy Reitter introduced Mark Herota who joined us three weeks ago in the position of Utility Billing and Accounting Specialist. Mark was welcomed by the Town Board.
3. Eagle River Park Update, John Usery NV5
John Usery provided an update to the Board regarding the flood damage. A report will be submitted to the Town Board.

Board Comments: soft path decision was reviewed vs. concrete and the budgetary, FEMA and permit

requirements that aided that decision to choose the crusher fines.

OLD BUSINESS - NONE

NEW BUSINESS

1. Ordinance 17-2019 An Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado Amending Various Sections Of The Eagle Municipal Code Concerning The Maximum Sentence For Imprisonment For Violations Of The Municipal Code

Matt Mire briefed the Board on this item and that it addresses Statutory compliance.

MOTION: Trustee Andy Jessen motioned to Approve Ordinance 17-2019 An Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado Amending Various Sections Of The Eagle Municipal Code Concerning The Maximum Sentence For Imprisonment For Violations Of The Municipal Code. Motion was seconded and Passed with a vote of 6 in favor and 0 opposed.

2. Ordinance 18-2019 An Ordinance Initiating The Adoption Of A Home Rule Charter For The Town Of Eagle, Providing For The Election Of Charter Commission Members, Authorizing Participation In The 2019 Coordinated General Election, And Declaring An Emergency (Roll Call Vote Required)

Board Comments: inquiry as to why the Ordinance was an Emergency Ordinance. Town Clerk and Attorney stated that due to the statutory and election timeline for this process and approvals necessary to hold the election, the Ordinance needed to be effective immediately and not 30 days after publication.

MOTION: Trustee Kevin Brubeck motioned to Approve Ordinance 18-2019 An Ordinance Initiating The Adoption Of A Home Rule Charter For The Town Of Eagle, Providing For The Election Of Charter Commission Members, Authorizing Participation In The 2019 Coordinated General Election, And Declaring An Emergency (Roll Call Vote). Motion was seconded and Passed with a vote of 5 in favor (Jessen, Brubeck, Kerst, McKibbin and Turnipseed) and 1 opposed (Solomon).

3. Ordinance 19-2019 An Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado Amending Section 5.15.110 Of The Eagle Municipal Code Concerning The Hours Of Operation For Medical Marijuana Businesses

MOTION: Trustee Kevin Brubeck motioned to Approve . Motion was seconded and Passed with a vote of 6 in favor and 0 opposed.

Ordinance 19-2019 An Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado Amending Section 5.15.110 Of The Eagle Municipal Code Concerning The Hours Of Operation For Medical Marijuana Businesses

4. Pilot Parklet Program Proposal

Brandy Reitter presented this item. This is in regarding request by Brush Creek Saloon to install a temporary patio structure in town right of way using parking spaces. Board is being asked for direction on a policy to address this request.

Board Comments: believed it was a good idea to try downtown to see what works. Having standards and a process is good. Future consideration to close Broadway from 2nd through 4th Streets and put parking structure

behind Town Hall. Requested staff prepare a concept table for deeper discussion. Concerns for neighboring businesses and impacts on their customers. Bill Shrum will obtain this feedback for the Board. Preference to have the downtown merchants propose and provide their support for this. Staff suggestion was made regarding the landscape planters along the sidewalks and re-purposing that area to allow room for patios. Concerns were raised regarding snow removal, staff stated the temporary structure would likely not be used past snow season. Requested proposed fee structure for encroachment and right of way use for this specific use. Concerns regarding limiting parking for businesses downtown and enforcement responsibilities for staff. Staff will create template and request from Brush Creek for the next meeting.

5. Final EQR Table Implementation Update

Carrie McCool and Dawn Koenig presented this item.

Board Comments: Concern with the report regarding adjustments made to the current EQR structure was not about generating revenue. Acknowledgement that there is no perfect system for this. Agreed that using square footage of a residence or lot size is an easy metric, however, pros and cons exist with both. Discussion regarding process for remodel and need for definition of bedroom to address different room types being used to avert the EQR table for bedrooms. Discussed eliminating the ADU EQR charge. Staff preference is to use lot size and have a definition for bedroom. Concern regarding going backwards and not use the current system that was prepared by SGM and previously adopted by the board. Staff will provide comparison of proposals including budget impacts on the water model for board consideration.

BOARD DISCUSSION AND FUTURE AGENDA ITEMS

Trustee Brubeck would like the arrows in the Eby Creek/Bluff's Drive roundabout be looked at. Bryon stated staff is coordinating painting with CDOT.

Trustee Brubeck would like to consider rescinding the public safety fee ordinance and put in front of the voters. Concern that fees of this nature are too similar to a tax. Town Attorney provided input that the fee was appropriately presented in an Ordinance. Board members present were not in favor of this proposal.

Request to include times on the agenda for items.

EXECUTIVE SESSION

1. Executive Session: Pursuant to CRS Section 24-6-402(4)(f) to discuss personnel matters, regarding a mid-year check-in with the Town Manager.

MOTION: Mayor Anne McKibbin motioned to Adjourn the Regular Meeting and Entering into Executive Session pursuant to Colorado Revised Statutes, Title 24, Article 6, Section 402, at subsection 4(f) to go into executive session to discuss personnel matters, regarding a mid-year check-in with the Town Manager. As this executive session involves a personnel matter, the employee involved has been given an opportunity to require that this discussion be conducted in public, and the employee has indicated that she wishes for this discussion to occur in private. Motion was seconded and Passed with a vote of 6 in favor and 0 opposed. (8:21 p.m.)

MOTION: Trustee Kevin Brubeck motioned to Adjourn from Executive Session. Motion was seconded and Passed with a vote of 6 in favor and 0 opposed. (10:05 p.m.)

ADJOURN – 10:05 PM

Approved:
Date:

Anne McKibbin, Mayor

Jenny Rakow, CMC Town Clerk

June 27, 2019

The Honorable Mayor and Members
Of the Town Board of Trustees
Eagle, Colorado

COMMUNICATIONS WITH THOSE CHARGED WITH GOVERNANCE

We have audited the financial statements of the governmental activities, the business-type activities, and each major fund of the Town of Eagle, Colorado, as of and for the year ended December 31, 2018 and have issued our report thereon dated June 27, 2019. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated January 15, 2019, our responsibility as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Because an audit is designed to provide reasonable, but not absolute assurance and because we did not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us.

As part of our audit, we considered the internal controls of the entity. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Our audit of the financial statements does not relieve you or management of your responsibilities.

Planned Scope and Timing of the Audit

We performed the audit fieldwork according to the planned scope and timing previously communicated to you during the planning stages of our audit procedures.

Significant Audit Findings:

Qualitative Aspects of Accounting Practices

Significant Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application.

The significant accounting policies used are described in Note 1 of the financial statements. No new accounting policies were adopted and the application of the existing policies was not changed during the year under audit. We noted no transactions entered into by the entity during the year that were both significant and unusual or transactions for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Qualitative Aspects of Accounting Practices – continued

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. We evaluated the key factors and assumptions used to develop the estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Financial Statement Disclosures

The disclosures in the financial statements are neutral, consistent and clear. Certain financial statement disclosures are particularly sensitive because of their significance to the financial statement users. The most sensitive disclosures affecting the financial statements were:

- The disclosure of revenue and expenditure recognition in *Note 1* of the financial statements.
- The disclosure of cash and investments in *Note 2* of the financial statements.
- The disclosure of capital assets in *Note 4* of the financial statements.
- The disclosure of long-term obligations in *Note 5* of the financial statements.

We evaluated the key factors and underlying information used to develop the disclosures above in determining that they are reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. An audit adjustment may or may not indicate matters that could have a significant effect on the entity's financial reporting process (that is, cause future financial statements to be materially misstated). In our judgment, none of the adjustments we proposed, whether recorded or unrecorded by the entity, either individually or in the aggregate, indicate matters that could have a significant effect on the entity's financial reporting process.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 27, 2019.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including application of accounting principles and auditing standards, with management each year prior to retention as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

COMMUNICATIONS WITH MANAGEMENT: INTERNAL CONTROLS COMMUNICATIONS

In planning and performing our audit of the financial statements, we considered internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing our opinion on the Town's internal control. Our consideration of internal control would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit the attention by those charged with governance.

Our consideration of internal control was for the limited purpose described above and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in the internal control system that we consider to be material weakness as defined above. However, we did note the following items which we believe merit your attention:

- 1) Management does not prepare its own year-end financial statements, inclusive of note disclosures. As such, management requested our firm to assist in the preparation of the draft financial statements, including the related footnote disclosures. The outsourcing of this service is not unusual in entities of your size and is a result of management's cost-benefit decision to use our accounting expertise rather than incur additional costs, and the Town's Finance Director performs the final overview of the financial statements before they are finalized.
- 2) Due to the current size of the accounting staff, there is a limited segregation of duties for the accounting and reporting functions (i.e., the functions of initiating, recording and processing payments) which results in an inherent risk that a misstatement that is more than inconsequential *could* occur and not be prevented or detected by the internal control system. As such, we consider the Board's continued monitoring of disbursements and other financial reporting information to be an integral part of the overall internal controls process, especially in light of the fact that the individual responsible for preparing bank reconciliations prepares checks and has signature authority.

Other Comments and Recommendations

Our audit provides an opportunity to observe the operations of the Town and identify potential areas where improvements can be made and also areas that are functioning well.

We found the Town's books and records to be in excellent working order. Balance sheet accounts were reconciled, revenues and expenses were properly classified, and all transactions were adequately explained. We noted good awareness and compliance with sound business practices and controls, and no unusual adjustments to the financial records were necessary. We commend the Town's management and administration on its attention to detail and the Board's involvement and oversight in overall operations.

We would like to thank Ms. Reitter, Ms. Ewing and the Town's staff for their cooperation and assistance during the course of the audit. Should you desire further clarification on any of the above, we will be available to discuss them with you.

This report is intended solely for the information and use of the Board of Trustees, management and other within the administration of the Town of Eagle, Colorado. This restriction is not intended to limit distribution of this report, which upon acceptance by the Board of Trustees, is a matter of public record.

A handwritten signature in black ink, appearing to read "Maggard & Hood, P.C.", written in a cursive, stylized script.

MAGGARD & HOOD, P.C.

TOWN OF EAGLE, COLORADO

FINANCIAL STATEMENTS
AND
AUDITOR'S REPORT

DECEMBER 31, 2018

TOWN OF EAGLE, COLORADO
FOR THE YEAR ENDED
December 31, 2018

TOWN BOARD OF TRUSTEES

- Anne McKibbin – Mayor
- Kevin Brubeck – Mayor Pro-Tem
- Andy Jessen, Trustee
- Mikel Kerst, Trustee
- Matt Solomon, Trustee
- Paul Witt, Trustee
- Scott Turnipseed, Trustee

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The Honorable Mayor and Members
of the Town Board of Trustees
Eagle, Colorado

INDEPENDENT AUDITOR'S REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Eagle, Colorado, as of and for the year ended December 31, 2018, and the related notes to the financial statements, which collectively comprise the Town of Eagle's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Eagle as of December 31, 2018 and the respective changes in financial position and cash flows, where applicable, thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, listed as required supplementary information in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with accounting standards generally accepted in the United States of America, which consisted principally of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the supplementary information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance thereon.

Other Information

Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the Town of Eagle's basic financial statements. The combining and individual fund financial statements and schedules, and the County, Cities and Towns Annual Statement of Receipts and Expenditures for Roads, Bridges and Streets, which are listed as Other Supplemental Information in the table of contents, are for purposes of additional analysis and are not a required part of the basic financial statements. The Other Supplemental Information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Other Supplemental Information is fairly stated, in all material aspects, in relation to the basic financial statements taken as a whole.



MAGGARD & HOOD, P.C.
Glenwood Springs, Colorado
June 27, 2019

REQUIRED SUPPLEMENTARY INFORMATION
MANAGEMENT'S DISCUSSION AND ANALYSIS

TOWN OF EAGLE, COLORADO
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Fiscal Year Ended December 31, 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS

The Town of Eagle was incorporated on March 17, 1905 as a statutory town pursuant to the constitution and laws of the State of Colorado. The Town serves as the county seat of Eagle County and is located on Interstate 70 approximately 130 miles west of Denver, and 130 miles east of Grand Junction, Colorado. The legislative and corporate authority of the Town is vested in the Board. Because the Town is a statutory town, State law governs in all municipal matters.

The discussion and analysis of the Town of Eagle's financial performance provides an overall review of the Town's financial activities for the fiscal year. The intent of this discussion and analysis is to look at the Town's financial performance as a whole; it should be read in conjunction with the basic financial statements and notes to enhance the reader's understanding of the Town's overall financial performance.

FINANCIAL HIGHLIGHTS

Key financial highlights for the fiscal year ended December 31, 2018 are as follows:

- In total the Town's *overall* net position increased \$3,668,621 (or 4%) from the previous fiscal year.
- The Town's *overall* General Revenues accounted for \$7,028,142 (or 41%) of all revenues. These general revenues include taxes, grants and entitlements not restricted to specific programs, and general interest and non-program revenues. Program specific revenues, in the form of charges for services and program specific grants and contributions, accounted for \$9,677,508 (57%) and special/extraordinary items (see below) accounted for \$362,228 (2%) of the Town's total of \$17,067,878.
- *Overall* the Town had \$13,399,257 in expenses, of which \$7,767,853 were offset by program specific charges for services, as well as grants and contributions of \$1,909,655.
- During the fiscal year ended December 31, 2018, the Town received special/extraordinary amounts outside the ordinary course of operations as follows:
 - 1) Special Item: Plant Investment Fees in the amount of \$264,453.
 - 2) Special Item: Developer Conveyances of infrastructure with a fair value of \$97,775.

USING THE BASIC FINANCIAL STATEMENTS

This annual report consists of three parts – *management's discussion and analysis* (this section), the *basic financial statements*, and *required supplementary information*. These statements are organized so the reader can understand the Town of Eagle as a financial whole, or as an entire operating activity. The basic financial statements include two types of information on the same statement that present different views of the Town.

- *Government-wide financial statements* that provide both *long-term* and *short-term* information about the Town's *overall* financial status.
- *Fund financial statements* that focus on *individual parts* of the Town government, reporting the Town's operations *in more detail* than the government-wide statements.

The financial statements also include *notes* that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements. Additional supplemental information has also been included to enhance the readers understanding of the report.

TOWN OF EAGLE, COLORADO
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Fiscal Year Ended December 31, 2018

REPORTING THE TOWN AS A WHOLE

Statement of Net Position and Statement of Activities

While this report contains all funds used by the Town to provide programs and activities, the view of the Town as a whole looks at all financial transactions and asks the question, "How did we do financially during the fiscal year?" The statement of net position and the statement of activities answer this question. These statements include all assets and liabilities using the accrual basis of accounting similar to the accounting system used by most private sector companies. The basis of accounting takes into account all of the current year's revenues and expenses regardless of when cash was received or paid.

The focus of these government-wide financial statements is on the overall financial position and activities of the Town. These financial statements are constructed around the concept of a primary government, the Town, and its component units, except for fiduciary funds. The statement of net position and statement of activities provide information about the activities of the whole Town, presenting both an aggregate view of the Town's finances and a longer-term view of those finances.

The statement of net position and the statement of activities report the Town's net position and changes therein. This change in net position is important because it identifies whether the financial position of the Town has improved or diminished for the Town as a whole. The cause of this change may be the result of many factors, some financial, some not. Nonfinancial factors include the Town's property tax base, current property tax laws, statutorily required reserves, facility conditions, and other factors.

In the statement of net position and the statement of activities, the Town is divided into two distinct kinds of activities:

Governmental Activities – Governmental activities are generally financed through taxes, intergovernmental revenues and other non-exchange revenues. Most of the Town's programs and services are reported here including general government activities, public safety, public works (for streets, buildings and grounds), open space preservation, capital projects, and when applicable, general long-term debt service and other fiscal charges.

Business-Type Activities – Business-type activities are financed to some degree by charging external parties for the goods or services they acquire. The Town's enterprise funds for water, wastewater and refuse utilities are reported as business-type activities as the service is provided on a charge for goods or services basis to recover the expenses of the goods and services provided.

FUND FINANCIAL STATEMENTS

Fund financial statements provide the next level of detail. For governmental funds, these statements tell how services were financed in the short-term as well as what remains for future spending. The fund financial statements also report the Town's operations in more detail than the government-wide statements by providing information about each of the Town's major funds. For the Town of Eagle, the General Fund is the most significant fund. The Town uses many funds to account for a multitude of financial transactions. The Town's governmental funds include the General Fund, Special Revenue Funds (which are the Conservation Trust Fund and Open Space Preservation funds), Capital Projects Fund, and the Sales Tax Capital Improvement Projects Fund. The Town's proprietary, or enterprise, funds include the Water Fund, the Wastewater Fund and the Refuse Fund. Unlike government-wide financial statements, the focus of fund financial statements is directed to specific activities of the Town rather than the Town as a whole. Except for the General Fund, a specific fund is established to satisfy managerial control over resources or to satisfy finance-related legal requirements established by external parties or governmental statutes or regulations.

TOWN OF EAGLE, COLORADO
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Fiscal Year Ended December 31, 2018

FUND FINANCIAL STATEMENTS - CONTINUED

The Town's fund financial statements are divided into two broad categories; namely governmental funds and proprietary funds.

Governmental Funds – The Town's activities are reported in governmental funds, which focus on how monies flow into and out of those funds and the balances left at fiscal year-end for spending in future periods. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the Town's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or less financial resources that can be spent in the near future to finance the Town's programs. The relationship, or differences, between governmental activities reported in the statement of net position and the statement of activities and the governmental funds is reconciled in the financial statements. The Town maintains the following governmental funds:

General Fund – used to account for resources traditionally associated with government which are not required legally or by sound financial management to be account for in another fund.

Capital Projects Fund – used to account for funds for the acquisition of lands, construction of major capital improvements and projects, and acquisition of more expensive pieces of equipment.

Sales Tax Capital Improvement Projects Fund – used to account for the Town's ½% municipal sales tax securing and funding capital projects debt service for the Town's 2018 sales tax revenue bonds.

Special Revenue Funds – used to account for proceeds of resources that are restricted or committed for purposes other than debt service or capital projects. The special revenue funds include the following:

Conservation Trust Fund – accounts for funds received and restricted for use in parks and recreation acquisition, development and maintenance pursuant to Colorado Revised Statutes.

Open Space Preservation Fund – accounts for funds committed for the acquisition of open space lands, conservation and trail easements and development rights.

Proprietary Funds – The enterprise funds use the same basis of accounting as business-type activities; therefore, these statements are essentially the same. These funds are established to account for operations that are financed and operated in a manner similar to private enterprise, where the intent is that costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. The proprietary (enterprise) funds include the following:

Water Fund – accounts for activities related to water services to the citizens of the Town.

Wastewater Fund – accounts for activities related to the sewage treatment facilities and sewage transmission lines.

Refuse Fund – accounts for activities related to trash collection and disposal.

TOWN OF EAGLE, COLORADO
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Fiscal Year Ended December 31, 2018

THE TOWN AS A WHOLE

The perspective of the statement of net position is of the Town as a whole. Following is a summary of the Town's net position for the current and prior fiscal year:

(In Thousands)	Governmental		Business-Type		Total	
	Activities		Activities			
	2018	2017	2018	2017	2018	2017
<u>ASSETS:</u>						
Current Assets	\$ 11,028	\$ 13,847	\$ 38,958	\$ 20,271	\$ 49,986	\$ 34,118
Noncurrent Assets (EHOP)	168	168	-	-	168	168
Capital Assets, Net	<u>38,664</u>	<u>36,335</u>	<u>41,617</u>	<u>39,081</u>	<u>80,281</u>	<u>75,416</u>
Total Assets	<u>49,860</u>	<u>50,350</u>	<u>80,575</u>	<u>59,352</u>	<u>130,435</u>	<u>109,702</u>
<u>LIABILITIES:</u>						
Current & Other Liabilities	1,319	1,052	3,112	1,597	4,431	2,649
Long-term Liabilities	<u>5,859</u>	<u>5,996</u>	<u>25,456</u>	<u>10,056</u>	<u>31,315</u>	<u>16,052</u>
Total Liabilities	<u>7,178</u>	<u>7,048</u>	<u>28,568</u>	<u>11,653</u>	<u>35,746</u>	<u>18,701</u>
<u>DEFERRED INFLOWS OF RESOURCES:</u>						
Unavailable Revenue						
from Property Taxes	<u>311</u>	<u>291</u>	<u>-</u>	<u>-</u>	<u>311</u>	<u>291</u>
Total Deferred Inflows	<u>311</u>	<u>291</u>	<u>-</u>	<u>-</u>	<u>311</u>	<u>291</u>
<u>NET POSITION :</u>						
Invested in Capital Assets,						
Net of Related Debt	32,779	35,187	31,595	28,147	64,374	63,334
Restricted	3,233	7,120	701	192	3,934	7,312
Unrestricted	<u>6,359</u>	<u>704</u>	<u>19,711</u>	<u>19,360</u>	<u>26,070</u>	<u>20,064</u>
Total Net Position	<u>\$ 42,371</u>	<u>\$ 43,011</u>	<u>\$ 52,007</u>	<u>\$ 47,699</u>	<u>\$ 94,378</u>	<u>\$ 90,710</u>

As indicated earlier, net position may serve over time as a useful indicator of the Town's financial health. The Town's *overall* assets exceeded its liabilities and deferred inflows by \$94,378,398 at December 31, 2018.

By far the largest portion of the Town's Net Position (68%) reflects its net investment of \$64 million in capital assets less the related debt used to acquire those assets that is still outstanding. The Town uses these capital assets to provide services to the public; consequently, these assets are not available for future spending. Although the Town's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the Town's Net Position, \$3,934,502 (4%), represents resources that are subject to restrictions as to how they may be used; this includes statutorily required TABOR emergency reserves and monies restricted for capital improvements, community enhancement and conservation trust purposes. The prior period deficit balance of unrestricted net assets does not mean the town is unable to meet its current obligations, but merely that the Town's *long-term* obligations exceed *currently* available resources.

TOWN OF EAGLE, COLORADO
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Fiscal Year Ended December 31, 2018

THE TOWN AS A WHOLE – CONTINUED

The statement of activities reflects the cost of program services and the charges for services and sales, grants, and contributions offsetting services. The following detail reflects the total cost of services supported by program revenues and general property taxes, unrestricted state entitlements, and other general revenues, resulting in the overall change in net position for the current and prior fiscal year:

(In Thousands)	Governmental		Business-Type		Total	
	Activities		Activities			
	2018	2017	2018	2017	2018	2017
REVENUES:						
Program Revenues:						
Charges for Services/Sales	\$ 1,004	\$ 1,101	\$ 6,764	\$ 5,966	\$ 7,768	\$ 7,067
Operating Grants & Contrib.	495	391	-	-	495	391
Capital Grants & Contrib.	9	125	1,406	1,387	1,415	1,512
Total Program Revenues	<u>1,508</u>	<u>1,617</u>	<u>8,170</u>	<u>7,353</u>	<u>9,678</u>	<u>8,970</u>
General Revenues:						
Taxes	6,078	6,063	-	177	6,078	6,240
Intergovernmental Revenue	157	152	-	-	157	152
Impact Fees & Assessments	41	94	-	-	41	94
Interest/Investment Earnings	375	158	251	134	626	292
Other General Revenues	94	57	32	(49)	126	8
Total General Revenues	<u>6,745</u>	<u>6,524</u>	<u>283</u>	<u>262</u>	<u>7,028</u>	<u>6,786</u>
Total Revenues	<u>8,253</u>	<u>8,141</u>	<u>8,453</u>	<u>7,615</u>	<u>16,706</u>	<u>15,756</u>
PROGRAM EXPENSES:						
General Government	962	833	-	-	962	833
General Administration	767	677	-	-	767	677
Community Development	627	512	-	-	627	512
Municipal Court	39	41	-	-	39	41
Public Safety	1,643	1,568	-	-	1,643	1,568
Public Works - Streets	1,439	1,192	-	-	1,439	1,192
Public Works - Bldg/Grounds	672	638	-	-	672	638
Information Center	185	230	-	-	185	230
Marketing	296	287	-	-	296	287
Engineering	268	293	-	-	268	293
Open Space Preservation	104	694	-	-	104	694
Interest - Gen'l. Obligations	231	-	-	-	231	-
Depreciation - Unallocated	1,757	1,395	-	-	1,757	1,395
Water Utility	-	-	1,887	1,605	1,887	1,681
Wastewater Utility	-	-	1,940	1,856	1,940	1,960
Refuse Utility	-	-	582	571	582	545
Total Expenses	<u>8,990</u>	<u>8,360</u>	<u>4,409</u>	<u>4,032</u>	<u>13,399</u>	<u>12,392</u>
Special/Extraordinary Items	<u>98</u>	<u>9,408</u>	<u>264</u>	<u>3,758</u>	<u>362</u>	<u>13,166</u>
INCREASE (DECREASE)						
IN NET POSITION	<u>\$ (639)</u>	<u>\$ 9,189</u>	<u>\$ 4,308</u>	<u>\$ 7,341</u>	<u>\$ 3,669</u>	<u>\$ 16,530</u>

TOWN OF EAGLE, COLORADO
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Fiscal Year Ended December 31, 2018

THE TOWN AS A WHOLE – CONTINUED

Governmental Activities

Revenues

Revenues increased over the prior year which reflects the Town's continuing recovery over the previous several recessionary years. This reflects the overall improvement of the U.S. economy.

Expenses

Program expenses increased from the prior fiscal year for both governmental and business-type activities.

As indicated above, the statement of activities reflects the cost of program services and the charges for services, grants, and contributions offsetting those services. The following table summarizes the information from the statement of activities, reflecting the total cost of program services and the remaining net cost of program services supported by taxes and other general revenues:

<i>(In Thousands)</i>	Total Cost of Service		Net Cost of Services	
	2018	2017	2018	2017
General Government	\$ 962	\$ 833	\$ 258	\$ 115
General Administration	767	677	767	677
Community Development	627	512	546	313
Municipal Court	39	41	39	41
Public Safety	1,643	1,568	1,542	1,463
Public Works - Streets	1,439	1,192	1,035	857
Public Works - Bldgs/Grounds	672	638	672	638
Information Center	185	230	9	(22)
Marketing	296	287	264	279
Engineering	268	293	268	293
Open Space Preservation	104	694	95	694
Interest - General Obligation Debt	231	-	231	-
Unallocated Depreciation	1,757	1,395	1,757	1,395
Total Expenses	<u>\$ 8,990</u>	<u>\$ 8,360</u>	<u>\$ 7,483</u>	<u>\$ 6,743</u>

The dependence on general revenues for governmental activities is apparent. Approximately 83% of fiscal 2018 program services were supported through taxes and other general revenues and 81% in 2017. The community as a whole is the primary support for the Town's activities.

Business-Type Activities – The results of operations of the business-type activity indicate that the utility funds are generating enough revenues to be self-sustaining without assistance from the general fund:

<i>(In Thousands)</i>	Fiscal Year 2018	Fiscal Year 2017
Program Revenues	\$ 8,170	\$ 7,353
Taxes and Other General Revenues	283	262
Total Revenues	8,453	7,615
Expenses	(4,409)	(4,032)
Special/Extraordinary Items	264	3,758
Net Income (Loss)	<u>\$ 4,308</u>	<u>\$ 7,341</u>

TOWN OF EAGLE, COLORADO
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Fiscal Year Ended December 31, 2018

THE TOWN AS A WHOLE – CONTINUED

Business-Type Activities, continued

Revenues

Charges for services for business-type activities increased over the prior year.

Expenses

Enterprise expenditures increased approximately \$377 thousand (9%), from the previous fiscal year. The majority of this increase is related to interest and debt issue costs on long-term obligations (see note 5).

THE TOWN'S FUNDS

Governmental Funds

The governmental fund level financial statements focus on how services were financed in the short-term as well as what remains for future spending. The governmental fund level financial statements are reported on the modified accrual basis of accounting. At the fund level, under the modified accrual basis of accounting, depreciable assets and their related depreciation expense are not reflected as they are not a current period financial resource or use. In addition, at the fund level, inflows from operating loans are presented as a revenue item while outflows for capital outlay and debt service principal payments are presented as an expenditure item, as these items represent current period financial resources and uses.

The focus of the Town's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the Town's financing requirements. In particular, unreserved fund balance may serve as a useful measure of the Town's net resources available for spending at the end of the fiscal year.

Total governmental funds had revenues and other financing sources of \$8,241,803 and expenditures and other financing uses of \$11,343,510.

Governmental fund revenues decreased approximately \$1.5 million from the prior fiscal year, primarily due to non-recurring intergovernmental grants received in the prior year.

Expenditures increased approximately \$2.8 million from the prior fiscal year. This is primarily year-to-year changes in the amount of capital projects.

Overall governmental fund balances decreased \$3.1 million from the prior fiscal year. The ending fund balance of \$9,727,351 represents the amount available for future spending, which is represented as follows:

General Fund	\$ 3,370,972
Capital Projects Fund	4,713,587
Sales Tax Capital Impr Projects Fund	1,319,246
Special Revenue Funds	<u>323,546</u>
Total Governmental Fund Balances	<u>\$ 9,727,351</u>

TOWN OF EAGLE, COLORADO
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Fiscal Year Ended December 31, 2018

THE TOWN'S FUNDS – CONTINUED

Proprietary Funds

The proprietary fund level financial statements, as discussed above, use the same basis of accounting as business-type activities.

- The Water Enterprise Fund ending net position increased from \$35,013,599 to \$38,255,167.
- The Wastewater Enterprise Fund ending net position increased from \$12,460,903 to \$13,493,872.
- The Refuse Enterprise Fund ending net position increased from \$224,577 to \$258,123.

Positive changes in net position reflect that the enterprise funds are currently generating enough operating and non-operating revenues to offset current year operating and non-operating expenses, whereas negative changes reflect that the activity did not. The ending net position in the enterprise activities represent the amount of net resources, including capital assets, available to provide future utility services and capacity improvements to the general public of the Town of Eagle.

GENERAL FUND BUDGETING HIGHLIGHTS

The Town's procedures in establishing the budgetary data reflected in the financial statements is summarized in *Note 1(E)* of the financial statements. Budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP) with the exception of the Proprietary (Enterprise) Funds. The reconciliation of the budgetary differences of the Proprietary Fund to GAAP is found in *Note 7*.

The budgeting system of the Town uses a line-item based budget, which is designed to control line-item expenditures, but provide flexibility for overall budgetary management. It is the Town's policy to amend the original budget appropriations as additional information is acquired during the fiscal year to more accurately reflect current year operating activity.

During the year, the Town amended its budgeted appropriations as follows:

	Original	Revised	Increase (Decrease)
General Fund	\$ 7,030,688	\$ 6,941,199	\$ (89,489)
Capital Projects Fund	716,150	516,150	(200,000)
Sales Tax Cap Impr Projects Fund	4,690,114	4,621,724	(68,390)
Conservation Trust Fund	75,000	75,000	-
Open Space Preservation Fund	154,813	163,343	8,530
Water Fund	8,603,738	8,094,108	(509,630)
Wastewater Fund	2,215,153	2,285,385	70,232
Refuse Fund	622,071	617,616	(4,455)

The above budget amendments were adopted to adjust for changes in available revenues from original expectations and revised expected year-end expenditures.

TOWN OF EAGLE, COLORADO
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Fiscal Year Ended December 31, 2018

GENERAL FUND BUDGETING HIGHLIGHTS - CONTINUED

General Fund Resources (Inflows)

The Town's final budgetary revenues and other financing sources in the amount of \$6,898,632 exceeded budgetary expectations of \$6,610,342 by \$288,290. It is not anticipated that the variance will have a significant effect on future services or liquidity. Further detail of individual line-item revenues for the general fund can be found in the 'Other Supplemental Information' section following the financial statements.

General Fund Charges to Appropriations (Outflows)

The Town's final budgetary expenditures and other financing uses of \$6,276,868 were \$664,331 less than the final appropriated fund balance of \$6,941,199. Positive variances were found throughout the majority of the Town's functional expenditure categories. Savings primarily occurred from unused personnel and purchased services appropriations. It is not anticipated that these variances will have a significant effect on future services or liquidity.

Further detail of individual line-item expenditures for the general fund can be found in the 'Other Supplemental Information' section following the financial statements.

* * *

The Board of Trustees and the Town's management continue to strive to budget appropriate amounts for each individual line item. This year's overall savings are indicative of the efforts to provide services in the most economical manner. This year's savings will have a positive impact on future year's fund balances.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At the end of 2018, the Town had a total of \$80,281,146 invested in capital assets, consisting of \$38,664,020 in governmental activities and \$41,617,126 in business-type activities. The following reflects the balances the current fiscal year compared to the prior fiscal year, net of depreciation and amortization:

<i>(In Thousands)</i>	Governmental Activities		Business-Type Activities		Total	
	2018	2017	2018	2017	2018	2017
<i>Net of Depreciation:</i>						
Land/Easements	\$ 4,080	\$ 4,080	\$ 171	\$ 171	\$ 4,251	\$ 4,251
Water Rights	-	-	9,144	9,144	9,144	9,144
Parks/Improvements	3,119	3,159	-	-	3,119	3,159
Buildings/Improvements	2,978	3,110	53	43	3,031	3,153
Rec Center/Pool/Ice Rink	3,570	3,675	-	-	3,570	3,675
Equipment	736	925	128	63	864	988
Infrastructure	18,554	20,138	26,790	27,915	45,344	48,053
Construction-in-Progress	5,627	1,248	5,331	1,745	10,958	2,993
	<u>\$ 38,664</u>	<u>\$ 36,335</u>	<u>\$ 41,617</u>	<u>\$ 39,081</u>	<u>\$ 80,281</u>	<u>\$ 75,416</u>

Additional information can be found in *Note 4* of the Financial Statements.

TOWN OF EAGLE, COLORADO
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Fiscal Year Ended December 31, 2018

CAPITAL ASSETS AND DEBT ADMINISTRATION - *CONTINUED*

Debt

At December 31, 2018 the Town had total outstanding long-term debt of \$33,050,234. Of this amount, governmental activities carry bonds of \$5,884,653 and compensated absences of \$116,521. Business-type activities carry \$25,533,117 of notes payable, \$1,485,105 of bonds payable and compensated absences of \$30,838. See *Note 5 Long-term Debt Obligations* for a detail of the terms and annual debt service requirements to amortize the Town's long-term debt.

CURRENT ISSUES, ECONOMIC CONDITION AND OUTLOOK

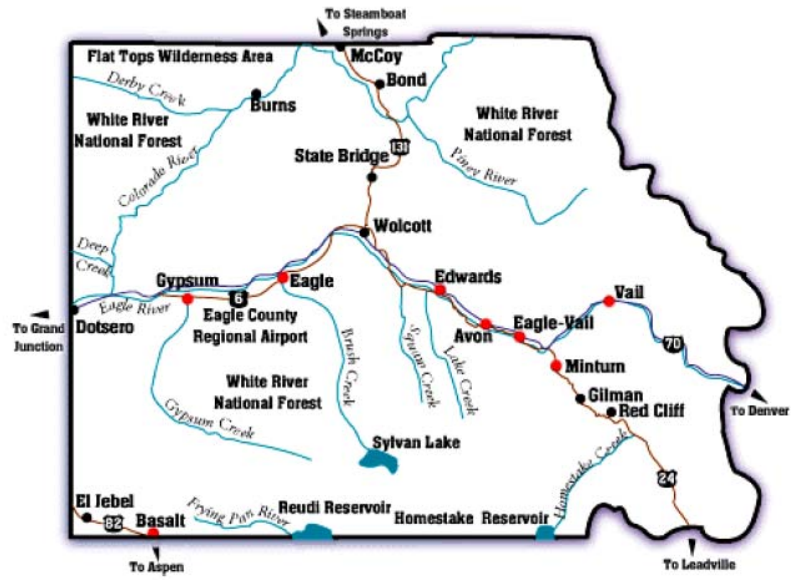
For the Town's 2019 budget year, planned major capital investment projects include continued work on the Eagle River Park, construction of the Lower Basin Water Treatment Plant, and implementation of the Town's broadband project, downtown revitalization assessment, and Highway 6/Grand Avenue Transportation plan.

In the Utility Funds, the Town has budgeted fees for services in the Water and Wastewater Funds which will help build fund balances for upcoming capital projects for the Town's aging sewer lines and the Lower Basin Water Treatment Plant.

CONTACTING THE TOWN'S FINANCIAL MANAGEMENT

This financial report is designed to provide our residents, customers, taxpayers, investors, and creditors with a general overview of the Town's finances and to show the Town's accountability for the money it receives. If you have any questions regarding this report or need additional information, please contact the:

Town Eagle, Colorado
P.O. Box 609
Eagle, CO 81631
Phone: (970)328-6354
Fax: (970) 328-5203



GOVERNMENT - WIDE FINANCIAL STATEMENTS

TOWN EAGLE, COLORADO
STATEMENT OF NET POSITION
December 31, 2018

	Governmental Activities	Business-type Activities	Totals
ASSETS			
Current Assets:			
Cash and Investments	\$ 6,472,866	\$ 20,665,487	\$ 27,138,353
Restricted Cash and Investments	3,584,415	17,701,100	21,285,515
Receivables – Net			
Due from County Treasurer	4,579	-	4,579
Taxes and Other Receivables	607,845	-	607,845
Property Taxes	311,329	-	311,329
Accounts	-	588,040	588,040
Prepaid Expenses	46,778	2,972	49,750
Total Current Assets	<u>11,027,812</u>	<u>38,957,599</u>	<u>49,985,411</u>
Noncurrent Assets:			
Funds Held by Fiscal Agent (EHOP)	103,802	-	103,802
Notes Receivable (EHOP)	64,529	-	64,529
Non-Depreciable Capital Assets	9,706,600	14,645,632	24,352,232
Depreciable Capital Assets, Net	<u>28,957,420</u>	<u>26,971,494</u>	<u>55,928,914</u>
Total Noncurrent Assets	<u>38,832,351</u>	<u>41,617,126</u>	<u>80,449,477</u>
 TOTAL ASSETS	 <u>49,860,163</u>	 <u>80,574,725</u>	 <u>130,434,888</u>
LIABILITIES			
Accounts Payable	638,100	977,862	1,615,962
Retainage Payable	132,459	118,028	250,487
Accrued Liabilities	89,553	193,879	283,432
Unearned Revenues	11,725	228,734	240,459
Deposits and Other Liabilities	304,587	-	304,587
Long-term Debt:			
Portion Due or Payable within One Year:			
Loans Payable, Net of Premium	-	1,364,024	1,364,024
Bonds Payable, Net of Premium	142,465	229,709	372,174
Portion Due or Payable After One Year:			
Compensated Absences	116,521	30,838	197,359
Loans Payable, Net of Premium	-	24,169,093	24,169,093
Bonds Payable, Net of Premium	<u>5,742,188</u>	<u>1,255,396</u>	<u>6,997,584</u>
TOTAL LIABILITIES	<u>7,177,598</u>	<u>28,567,563</u>	<u>35,745,161</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenue –			
From Property Taxes	<u>311,329</u>	<u>-</u>	<u>311,329</u>
Total Deferred Inflows of Resources	<u>311,329</u>	<u>-</u>	<u>311,329</u>
Net Position:			
Invested in Capital Assets, Net of Related Debt	32,779,367	31,595,323	64,374,690
Restricted	3,233,402	701,100	3,934,502
Unrestricted (Deficit)	<u>6,358,467</u>	<u>19,710,739</u>	<u>26,069,206</u>
 TOTAL NET POSITION	 <u>\$ 42,371,236</u>	 <u>\$ 52,007,162</u>	 <u>\$ 94,378,398</u>

The accompanying notes are an integral part of these financial statements.

TOWN EAGLE, COLORADO
STATEMENT OF ACTIVITIES
For the Fiscal Year Ended December 31, 2018

FUNCTION/PROGRAM ACTIVITIES		PROGRAM REVENUES		
		Charges For Services and Sales	Operating Grants and Contributions	Capital Grants and Contributions
PRIMARY GOVERNMENT	<u>EXPENSES</u>			
GOVERNMENTAL ACTIVITIES:				
General Government	\$ 961,876	\$ 669,694	\$ 34,163	\$ -
General Administration	766,707	-	-	-
Community Development	626,935	80,825	-	-
Municipal Court	38,745	-	-	-
Public Safety	1,643,527	70,590	30,511	-
Public Works – Streets	1,439,232	-	404,677	-
Public Works – Buildings/Grounds	671,812	-	-	-
Information Center	184,918	175,114	609	-
Marketing	296,608	7,658	25,000	-
Engineering	267,824	-	-	-
Open Space Preservation	104,040	-	-	8,585
Interest on Long-term Debt	231,137	-	-	-
Depreciation – Unallocated (<i>See Note 1(G)</i>)	<u>1,756,664</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL GOVERNMENTAL ACTIVITIES	<u>8,990,025</u>	<u>1,003,881</u>	<u>494,960</u>	<u>8,585</u>
BUSINESS-TYPE ACTIVITIES:				
Water Utility	1,886,868	3,769,228	-	849,610
Wastewater Utility	1,940,089	2,381,683	-	556,500
Refuse Utility	<u>582,275</u>	<u>613,061</u>	<u>-</u>	<u>-</u>
TOTAL BUSINESS-TYPE ACTIVITIES	<u>4,409,232</u>	<u>6,763,972</u>	<u>-</u>	<u>1,406,110</u>
TOTAL PRIMARY GOVERNMENT	<u>\$ 13,399,257</u>	<u>\$ 7,767,853</u>	<u>\$ 494,960</u>	<u>\$ 1,414,695</u>

GENERAL REVENUES:

Taxes:

Property Taxes, Levied for General Purposes
Specific Ownership Taxes, for General Purposes
Sales Tax, for General Purposes
Sales Tax, for Capital Improvement Projects Fund
Other Taxes: Community Enhancement, Lodging, Franchise,
Marketing, Use and Severance Taxes

Grants and Entitlements Not Restricted to Specific Programs:

Intergovernmental Taxes – Cigarette and County Sales Tax
Intergovernmental Federal Mineral Lease Revenues

Impact Fees and Assessments

Unrestricted Interest and Investment Earnings

Gain on Fixed Asset Sale/Disposition

Miscellaneous

Total General Revenues

Change in Net Position Before Special & Extraordinary Items

Special Items: Plant Investment Fees

Special Items: Developer Conveyances/Dedications

Change in Net Position

NET POSITION – BEGINNING OF YEAR

NET POSITION – END OF YEAR

The accompanying notes are an integral part of these financial statements.

NET (EXPENSE) REVENUE AND
CHANGES IN NET POSITION

Governmental Activities	Business-Type Activities	Total
\$ (258,019)	-	\$ (258,019)
(766,707)		(766,707)
(546,110)		(546,110)
(38,745)		(38,745)
(1,542,426)		(1,542,426)
(1,034,555)		(1,034,555)
(671,812)		(671,812)
(9,195)		(9,195)
(263,950)		(263,950)
(267,824)		(267,824)
(95,455)		(95,455)
(231,137)		(231,137)
<u>(1,756,664)</u>		<u>(1,756,664)</u>
<u>(7,482,599)</u>		<u>(7,482,599)</u>
	\$ 2,731,970	2,731,970
	998,094	998,094
	<u>30,786</u>	<u>30,786</u>
	<u>3,760,850</u>	<u>3,760,850</u>
<u>(7,482,599)</u>	<u>3,760,850</u>	<u>(3,721,749)</u>
291,498	-	291,498
14,765	-	14,765
4,322,829	-	4,322,829
534,287	-	534,287
914,272	-	914,272
157,187	-	157,187
244	-	244
41,177	-	41,177
375,207	250,443	625,650
5,770	-	5,770
88,126	32,337	120,463
<u>6,745,362</u>	<u>282,780</u>	<u>7,028,142</u>
(737,237)	4,043,630	3,306,393
-	264,453	264,453
<u>97,775</u>	<u>-</u>	<u>97,775</u>
(639,462)	4,308,083	3,668,621
<u>43,010,698</u>	<u>47,699,079</u>	<u>90,709,777</u>
<u>\$ 42,371,236</u>	<u>\$ 52,007,162</u>	<u>\$ 94,378,398</u>

FUND FINANCIAL STATEMENTS

TOWN OF EAGLE, COLORADO
BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2018

	General Fund	Capital Projects Fund	Sales Tax Capital Imprvmt Projects Fund
<u>ASSETS:</u>			
Cash and Investments	\$ 3,210,689	\$ 2,814,583	\$ 192,349
Restricted Cash and Investments	-	1,880,126	1,644,610
Receivables – Net:			
Due from County Treasurer	4,579	-	-
Taxes and Other Receivables	507,307	46,627	39,053
Property Taxes	311,329	-	-
Prepaid Expenses	26,978	-	19,800
Funds Held by Fiscal Agent (EHOP)	103,802	-	-
Notes Receivable (EHOP)	64,529	-	-
	<u>4,229,213</u>	<u>4,741,336</u>	<u>1,895,812</u>
Total Assets	<u>\$ 4,229,213</u>	<u>\$ 4,741,336</u>	<u>\$ 1,895,812</u>
<u>LIABILITIES, DEFERRED INFLOWS</u>			
<u>OF RESOURCES AND FUND BALANCES:</u>			
Liabilities:			
Accounts Payable	\$ 160,627	\$ 27,749	\$ 444,107
Retainage Payable	-	-	132,459
Accrued Liabilities	69,973	-	-
Unearned Revenues	11,725	-	-
Deposits and Other Liabilities	304,587	-	-
	<u>546,912</u>	<u>27,749</u>	<u>576,566</u>
Total Liabilities	<u>546,912</u>	<u>27,749</u>	<u>576,566</u>
Deferred Inflows of Resources:			
Unavailable Revenues -			
From Property Taxes	311,329	-	-
	<u>311,329</u>	<u>-</u>	<u>-</u>
Total Deferred Inflows	<u>311,329</u>	<u>-</u>	<u>-</u>
Fund Balances:			
Non-Spendable	195,309	-	19,800
Restricted for –			
Highway 6 Devolution Maintenance	-	1,710,263	-
Capital Improvements/Debt Service	-	-	1,107,097
Community Enhancement	-	169,863	-
Conservation Trust	-	-	-
Emergency Reserves	186,500	-	-
Committed for –			
Open-space Preservation	-	-	-
Assigned for –			
Capital Projects	-	2,833,461	192,349
Unassigned	2,989,163	-	-
	<u>3,370,972</u>	<u>4,713,587</u>	<u>1,319,246</u>
Total Fund Balances	<u>3,370,972</u>	<u>4,713,587</u>	<u>1,319,246</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 4,229,213</u>	<u>\$ 4,741,336</u>	<u>\$ 1,895,812</u>

The accompanying notes are an integral part of these financial statements.

Non-Major Special Revenue Funds	Total Governmental Funds
\$ 255,245	\$ 6,472,866
59,679	3,584,415
-	4,579
14,858	607,845
-	311,329
-	46,778
-	103,802
-	64,529
<u>\$ 329,782</u>	<u>\$ 11,196,143</u>
\$ 5,617	\$ 638,100
-	132,459
619	70,592
-	11,725
-	304,587
<u>6,236</u>	<u>1,157,463</u>
-	311,329
-	311,329
-	215,109
-	1,710,263
-	1,107,097
-	169,863
59,679	59,679
-	186,500
263,867	263,867
-	3,025,810
-	2,989,163
<u>323,546</u>	<u>9,727,351</u>
<u>\$ 329,782</u>	<u>\$ 11,196,143</u>

TOWN OF EAGLE, COLORADO
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
December 31, 2018

TOTAL GOVERNMENTAL FUND BALANCES	\$	9,725,351
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Amounts reported for governmental activities on the statement of net position is different because of the following:

Capital assets used in governmental activities are not financial resources and therefore, are not reported in the governmental funds.

	Governmental Capital Assets	\$ 65,028,279	
	Less Accumulated Depreciation	<u>(26,364,259)</u>	38,664,020

Some liabilities are not due and payable in the current year and, therefore, are not reported in the governmental funds.

	Accrued Interest on Long-term Liabilities	\$ (18,961)	
	Current Portion of Long-term Liabilities	<u>(142,465)</u>	(161,426)

Long-term liabilities are not due and payable in the current year and, therefore, are not reported in the governmental funds.

	Compensated Absences	\$ (116,521)	
	Bonds Payable, Net of Premium	<u>(5,742,188)</u>	<u>(5,858,709)</u>

NET POSITION OF GOVERNMENTAL ACTIVITIES	\$	<u>42,371,236</u>
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The accompanying notes are an integral part of these financial statements.

TOWN OF EAGLE, COLORADO
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2018

	General Fund	Capital Projects Fund	Sales Tax Capital Imprvmt Projects Fund
<u>Revenues:</u>			
Local Taxes and Assessments	\$ 4,994,194	\$ 439,922	\$ 534,287
Licenses and Permits	382,524	-	-
Intergovernmental	562,108	-	-
Charges for Services	369,946	-	-
Fines, Forfeits and Penalties	59,354	-	-
Information Center Sales	175,114	-	-
Interest	199,418	87,127	76,996
Miscellaneous	155,974	-	95
	<u>6,898,632</u>	<u>527,049</u>	<u>611,378</u>
Total Revenues			
<u>Expenditures:</u>			
General Government	425,097	-	18,333
General Administration	766,607	-	-
Community Development	641,695	-	-
Municipal Court	38,718	-	-
Public Safety	1,538,285	33,000	-
Public Works – Streets	1,295,422	-	-
Public Works – Bldg & Grounds	616,834	-	-
Information Center	184,255	-	-
Marketing	296,473	-	-
Engineering	265,482	-	-
Open-Space Preservation	-	-	-
Debt Service:			
Principal	-	-	90,000
Interest	-	-	231,137
Capital Projects	-	444,869	4,259,205
	<u>6,068,868</u>	<u>477,869</u>	<u>4,598,675</u>
Total Expenditures			
Excess Revenues Over (Under) Expenditures	829,764	49,180	(3,987,297)
<u>Other Financing Sources (Uses):</u>			
Transfers (to) from Other Funds	(208,000)	200,000	-
Excess Revenues and Other Sources Over (Under) Expenditures and Other Uses	621,764	249,180	(3,987,297)
Fund Balances – Beginning	2,749,208	4,464,407	5,306,543
Fund Balances – Ending	<u>\$ 3,370,972</u>	<u>\$ 4,713,587</u>	<u>\$ 1,319,246</u>

The accompanying notes are an integral part of these financial statements.

Non-Major Special Revenue Funds	Total Governmental Funds
\$ 150,425	\$ 6,118,828
-	382,524
42,748	604,856
-	369,946
-	59,354
-	175,114
11,071	374,612
500	156,569
<u>204,744</u>	<u>8,241,803</u>
-	443,430
-	766,607
-	641,695
-	38,718
-	1,571,285
-	1,295,422
-	616,834
-	184,255
-	296,473
-	265,482
123,098	123,098
-	90,000
-	231,137
<u>75,000</u>	<u>4,779,074</u>
<u>198,098</u>	<u>11,343,510</u>
6,646	(3,101,707)
<u>8,000</u>	<u>-</u>
14,646	(3,101,707)
<u>308,900</u>	<u>12,829,058</u>
<u>\$ 323,546</u>	<u>\$ 9,727,351</u>

TOWN OF EAGLE, COLORADO
RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
For the year ended December 31, 2018

NET CHANGE IN FUND BALANCES – TOTAL GOVERNMENTAL FUNDS \$ (3,101,707)

Amounts reported for governmental activities on the Statement of Activities
are different because of the following:

Governmental Funds report capital outlays as capital expenditures; however, on the
Statement of Activities the cost of those assets is allocated over their estimated useful
life as depreciation. This is the amount by which depreciation exceeded capital outlays.

Capital Outlay	\$ 4,515,641	
Developer and Intergovernmental Conveyances	97,775	
Depreciation	<u>(2,247,051)</u>	2,366,365

The net book value of asset dispositions are not reported in the governmental funds as
they are not a current financial use. This is the net book value of assets sold in the
current year. (37,230)

Interest expense is recognized as an expenditure in the governmental funds when it is due
as it requires the use of current financial resources; however, in the Statement of
Activities interest expense is recognized as the interest accrues regardless of when due.
This is the amount by which accrued interest decreased from the previous fiscal year: 300

Compensated absences not payable from current resources are not reported as
expenditures of the current year. In the Statement of Activities, these costs represent
expenses of the current year. This is the amount accrued leave increased this year. (5,405)

Premiums on the issuance of long-term debt increase current financial resources to
governmental funds; however, on the Statement of Activities, the premium is allocated
over the term of the long-term debt as accretion of bond premium. This is the amount
of accretion of bond premium recognized on the current year statement of activities. 48,215

Proceeds from the issuance of long-term debt provide current financial resources to
governmental funds, but issuing long-term debt increases long-term liabilities in the
Statement of Net Position. Repayment of debt principal is an expenditure in the funds,
but the repayment reduces long-term liabilities in the Statement of Net Position.

Current Debt Proceeds, Net of Premium	\$ -	
Current Period Debt Repayment	<u>90,000</u>	<u>90,000</u>

CHANGES IN NET POSITION OF GOVERNMENTAL ACTIVITIES \$ (639,462)

The accompanying notes are an integral part of these financial statements.

TOWN OF EAGLE, COLORADO
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
December 31, 2018

	Business-Type Activities Enterprise Funds			
	Water Fund	Wastewater Fund	Refuse Fund	Total
<u>ASSETS:</u>				
Current Assets:				
Cash and Investments	\$ 15,512,890	\$ 4,895,642	\$ 256,955	\$ 20,665,487
Restricted Cash and Investments	17,480,600	220,500	-	17,701,100
Accounts Receivable, Net	280,303	256,803	50,934	588,040
Prepaid Expense	2,972	-	-	2,972
Total Current Assets	<u>33,276,765</u>	<u>5,372,945</u>	<u>307,889</u>	<u>38,957,599</u>
Non-Current Assets:				
Capital Assets, Net	<u>24,504,843</u>	<u>17,079,150</u>	<u>33,133</u>	<u>41,617,126</u>
Total Non-Current Assets	<u>24,504,843</u>	<u>17,079,150</u>	<u>33,133</u>	<u>41,617,126</u>
Total Assets	<u>\$ 57,781,608</u>	<u>\$ 22,452,095</u>	<u>\$ 341,022</u>	<u>\$ 80,574,725</u>
<u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION:</u>				
Liabilities:				
Current Liabilities:				
Accounts Payable	\$ 788,701	\$ 143,168	\$ 45,993	\$ 977,862
Retainage Payable	118,028	-	-	118,028
Accrued Liabilities	96,221	97,658	-	193,879
Unearned Revenues	-	191,828	36,906	228,734
Current Maturities of Long-term Debt, Net	<u>897,519</u>	<u>696,214</u>	<u>-</u>	<u>1,593,733</u>
Total Current Liabilities	<u>1,900,469</u>	<u>1,128,868</u>	<u>82,899</u>	<u>3,112,236</u>
Non-Current Liabilities:				
Compensated Absences	20,485	10,353	-	30,838
Notes Payable, Net of Premium	16,350,091	7,819,002	-	24,169,093
Bonds Payable	<u>1,255,396</u>	<u>-</u>	<u>-</u>	<u>1,255,396</u>
Total Non-Current Liabilities	<u>17,625,972</u>	<u>7,829,355</u>	<u>-</u>	<u>25,455,327</u>
Total Liabilities	<u>19,526,441</u>	<u>8,958,223</u>	<u>82,899</u>	<u>28,567,563</u>
Net Position:				
Invested in Capital Assets, Net of Related Debt	22,998,256	8,563,934	33,133	31,595,323
Restricted for Debt Service	480,600	220,500	-	701,100
Unrestricted	<u>14,776,311</u>	<u>4,709,438</u>	<u>224,990</u>	<u>19,710,739</u>
Total Net Position	<u>38,255,167</u>	<u>13,493,872</u>	<u>258,123</u>	<u>52,007,162</u>
Total Liabilities, Deferred Inflows of Resources and Net Position	<u>\$ 57,781,608</u>	<u>\$ 22,452,095</u>	<u>\$ 341,022</u>	<u>\$ 80,574,725</u>

The accompanying notes are an integral part of these financial statements.

TOWN OF EAGLE, COLORADO
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
For the Year Ended December 31, 2018

	Business-Type Activities Enterprise Funds			
	Water Fund	Wastewater Fund	Refuse Fund	Total
<u>OPERATING REVENUES:</u>				
Service Fees	\$ 3,666,546	\$ 2,381,683	\$ 613,061	\$ 6,661,290
Meters and Materials	102,682	-	-	102,682
TOTAL OPERATING REVENUES	3,769,228	2,381,683	613,061	6,763,972
<u>OPERATING EXPENSES:</u>				
Personnel Services	414,319	310,959	7,837	733,115
Supplies	171,848	126,268	351	298,467
Purchased Services	380,399	359,678	553,167	1,293,244
Insurance	28,502	22,306	-	50,808
Depreciation	378,164	782,285	1,420	1,161,869
TOTAL OPERATING EXPENSES	1,373,232	1,601,496	562,775	3,537,503
OPERATING INCOME (LOSS)	2,395,996	780,187	50,286	3,226,469
<u>NON-OPERATING REVENUE (EXPENSE):</u>				
Interest and Earnings on Investments	236,336	11,347	2,760	250,443
Accretion of Debt Premium	8,809	23,528	-	32,337
Debt Issue Costs	(195,717)	-	-	(195,717)
Interest Expense and Fiscal Charges	(228,002)	(278,133)	-	(506,135)
Administrative Fee – General Fund	(89,917)	(60,460)	(19,500)	(169,877)
TOTAL NON-OPERATING REVENUE (EXPENSE)	(268,491)	(303,718)	(16,740)	(588,949)
INCOME (LOSS) BEFORE TRANSFERS AND CAPITAL CONTRIBUTIONS	2,127,505	476,469	33,546	2,637,520
<u>CAPITAL CONTRIBUTIONS:</u>				
Intergovernmental Contributions	480,600	-	-	480,600
Tap and Improvements Fees	369,010	556,500	-	925,510
Plant Investment Fees	264,453	-	-	264,453
TOTAL CAPITAL CONTRIBUTIONS	1,114,063	556,500	-	1,670,563
<u>TRANSFERS:</u>				
Transfers In (Out)	-	-	-	-
CHANGE IN NET POSITION	3,241,568	1,032,969	33,546	4,308,083
FUND NET POSITION - BEGINNING	35,013,599	12,460,903	224,577	47,699,079
FUND NET POSITION - ENDING	\$ 38,255,167	\$ 13,493,872	\$ 258,123	\$ 52,007,162

The accompanying notes are an integral part of these financial statements.

TOWN OF EAGLE, COLORADO
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended December 31, 2018

	Business-Type Activities Enterprise Funds			
	Water Fund	Wastewater Fund	Refuse Fund	Total
CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash Received from Customers	\$ 3,663,010	\$ 2,361,463	\$ 614,208	\$ 6,638,681
Cash Payments for Personnel Services	(414,063)	(305,164)	(7,837)	(727,064)
Cash Payments for Goods and Services	45,585	(397,794)	(556,907)	(909,116)
NET CASH PROVIDED OPERATING ACTIVITIES	<u>3,294,532</u>	<u>1,658,505</u>	<u>49,464</u>	<u>5,002,501</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES				
Inter-fund Administrative Fees – General Fund	<u>(89,917)</u>	<u>(60,460)</u>	<u>(19,500)</u>	<u>(169,877)</u>
NET CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	<u>(89,917)</u>	<u>(60,460)</u>	<u>(19,500)</u>	<u>(169,877)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Intergovernmental Contributions	480,600	-	-	480,600
Tap and Improvement Fees/Plant Investment Fees	633,463	556,500	-	1,189,963
Acquisition and Construction of Capital Assets	(3,430,918)	(267,541)	-	(3,698,459)
Proceeds from Long-Term Debt, Net	17,000,000	-	-	17,000,000
Principal Paid on Long-Term Debt	(423,424)	(655,246)	-	(1,078,670)
Interest Paid on Long-Term Debt	<u>(147,056)</u>	<u>(285,744)</u>	<u>-</u>	<u>(432,800)</u>
NET CASH PROVIDED FROM CAPITAL FINANCING ACTIVITIES	<u>14,112,665</u>	<u>(652,031)</u>	<u>-</u>	<u>13,460,634</u>
CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest on Investments	<u>236,336</u>	<u>11,347</u>	<u>2,760</u>	<u>250,443</u>
NET CASH PROVIDED FROM INVESTING ACTIVITIES	<u>236,336</u>	<u>11,347</u>	<u>2,760</u>	<u>250,443</u>
NET INCREASE (DECREASE) IN CASH	17,553,616	957,361	32,724	18,543,701
CASH AT BEGINNING OF YEAR	<u>15,439,874</u>	<u>4,158,781</u>	<u>224,231</u>	<u>19,822,886</u>
CASH AT END OF YEAR	<u>\$ 32,993,490</u>	<u>\$ 5,116,142</u>	<u>\$ 256,955</u>	<u>\$ 38,366,587</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES:				
Operating Income (Loss)	\$ 2,395,996	\$ 780,187	\$ 50,286	\$ 3,226,469
Non-Cash Expenses Included in Operating Income – Depreciation	378,164	782,285	1,420	1,161,869
Change in Assets and Liabilities –				
Decrease (Increase) Receivables	(106,218)	(32,295)	(926)	(139,439)
Decrease (Increase) Prepaid Expense	(2,972)	-	-	(2,972)
Increase (Decrease) in Unearned Revenues	-	12,075	2,073	14,148
Increase (Decrease) in Accrued Payroll/Payables	<u>629,562</u>	<u>116,253</u>	<u>(3,389)</u>	<u>742,426</u>
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>\$ 3,294,532</u>	<u>\$ 1,658,505</u>	<u>\$ 49,464</u>	<u>\$ 5,002,501</u>

The accompanying notes are an integral part of these financial statements.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Town of Eagle are prepared in accordance with generally accepted accounting principles (GAAP) as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). Significant accounting policies of the Town of Eagle are described below.

A. Financial Reporting Entity

The Town is a “statutory” organization and as such must follow and obey the statutes of the State of Colorado regarding such entities. The Town operates under a Town Board and provides the following services as authorized by its charter: Public safety (police), streets, sanitation, water, culture-recreation, public improvements, planning and zoning, and general administration services.

The Town of Eagle was originally incorporated in 1905. The Town is governed by an elected mayor and an elected Board of Trustees which is responsible for setting policy, appointing administration personnel and adopting an annual budget in accordance with state statutes.

The financial reporting entity consists of (a) the primary government; i.e., the Town, and (b) any organizations for which the Town is financially accountable. The Town is considered financially accountable for legally separate organizations if it is able to appoint a voting majority of an organization’s governing body and is either able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific burdens on, the Town. Consideration is also given to other organizations that are fiscally dependent; i.e., unable to adopt a budget, levy taxes, or issue debt without approval of the Town. Organizations for which the nature and significance of their relationship with the Town are such that exclusion would cause the reporting entity’s financial statements to be misleading or incomplete are also included in the reporting entity.

Based on the criteria discussed above, the Town is not financially accountable for any other entity and, therefore, the Town’s financial statements do not include any component units, nor do they exclude any potential component units requiring inclusion in the Town’s reporting entity, nor is the Town a component unit of any other government. The Town’s financial statements include the accounts of all Town operations.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

B. Basis of Presentation

The Town's basic financial statements consist of government-wide statements, including a statement of net position and statement of activities, and fund financial statements which provide a more detailed level of financial information.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The statement of net position and the statement of activities display information about the Town as a whole. These statements include the financial activities of the overall primary government.

The statement of net position presents the financial condition of the governmental activities of the Town at fiscal year-end and reports all financial and capital resources of the Town. The difference between the assets, deferred outflows of resources, liabilities, and deferred inflows of resources of the Town is reported as net position.

The statement of activities presents a comparison between direct expenses and program revenues for each program or function of the Town's governmental activities. In the statement of activities, direct expenses are those that are specifically associated with a service, program or department and, therefore, clearly identifiable to a particular function. Program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues which are not classified as program revenues are presented as general revenues of the Town, with certain limited exceptions. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from general revenues of the Town.

FUND FINANCIAL STATEMENTS

During the fiscal year, the Town segregates transactions related to certain functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance by segregating transactions related to certain governmental functions or activities. Fund financial statements are designed to present financial information of the Town at this more detailed level. The focus of governmental fund financial statements is on major funds. Each major fund is presented in a separate column. Non-major funds, if applicable, are aggregated and presented in a single column. Enterprise funds are reported by type.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

C. Fund Accounting

Governmental accounting systems are organized and operated on a fund basis. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts that comprise its assets, liabilities, fund equity, revenues and expenditures. The Town's funds are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations or limitations based upon the purposes for which they are to be spent and by means by which spending activities are controlled. The various funds of the Town are outlined in the following paragraphs.

GOVERNMENTAL FUNDS

General Fund – The General Fund is the general operating fund of the Town. It is used to account for all financial resources except those required to be accounted for in another fund. The General Fund balance is available to the Town for any purpose provided it is expended or transferred according to general statutory laws.

Capital Projects Fund – The Capital Projects Fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds).

Sales Tax Capital Improvement Projects Fund – The Sales Tax Capital Improvement Projects Fund is used to account for the Town's ½% municipal sales tax securing and funding capital projects debt service for the Town's 2017 sales tax revenue bonds.

Special Revenue Funds – Special Revenue Funds are used to account for the proceeds of special revenue sources that are restricted or committed for purposes other than debt service or capital projects. The Conservation Trust Fund is a special revenue fund used to account for revenue from the Colorado Lottery restricted for use in parks and recreation acquisition, development and maintenance pursuant to Colorado Revised Statutes. The Open Space Preservation Fund is a special revenue fund used to account for revenue from the Town's Lodging and Occupancy Tax committed for the acquisition of open space lands, conservation and trail easements and development rights.

PROPRIETARY FUNDS

Enterprise Funds – The Water Fund, Wastewater Fund and Refuse Fund are used to account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

D. Measurement Focus and Basis of Accounting

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The government-wide financial statements are prepared using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Non-exchange transactions, in which the Town receives value without directly giving equal value in return, consist of property taxes, other taxes and fines and penalties. All assets and all liabilities associated with the operation of the Town are included on the statement of net position.

FUND FINANCIAL STATEMENTS

All governmental funds are accounted for using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Under this method, only current assets and current liabilities are generally included on the balance sheet. The statement of revenues, expenditures, and changes in fund balances reflect the sources (i.e., revenues and other financing sources) and uses (i.e., expenditures and other financing uses) of current financial resources. This approach differs from the manner in which the governmental activities of the government-wide financial statements are prepared. Governmental fund financial statements, therefore, include a reconciliation with brief explanations to better identify the relationship between government-wide and governmental fund statements. Under this method, revenues are recognized when measurable and available. The Town considers all revenues available if they are collected within 60 days after year-end. Those revenues susceptible to accrual are property taxes, sales taxes, highway user taxes, and reimbursements from developers for professional fees. because they are both measurable and available to finance expenditures of the current period:

Taxpayer-assessed local property and specific ownership taxes are considered “measurable” when in the hands of intermediary collecting governments and are recognized as revenue at that time. Expenditures are recorded when the related fund liability is incurred, except for matured principal and interest on general long-term liabilities which are reported as other financing uses.

Like the government-wide financial statements, the enterprise fund is accounted for using a flow of economic resources measurement focus. This basis of accounting and measurement focus emphasizes the measurement of net income similar to the approach used by commercial enterprises, and revenues are recorded when earned and expenses are recorded when incurred. All assets and all liabilities associated with the operation of this fund are included on the statement of net position. The statement of changes in revenues, expenses, and changes in net position, presents increases (e.g., revenues) and decreases (e.g., expenses) in total fund net position. The statement of cash flows reflects how the Town finances and meets the cash flow needs of its enterprise fund.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

E. Budgets and Budgetary Accounting

With the exception of its proprietary funds (see Note 7) the Town's budgets are adopted on a basis consistent with generally accepted accounting principles. Annual appropriated budgets are adopted for all funds. The level of control in the budget at which expenditures exceed appropriations is at the fund level. All annual appropriations lapse at fiscal year end.

Budget Calendar

As required by Colorado statutes, the Town followed required timetables in preparing, approving, and enacting its budget for the ensuing year. The following is a summary of the budget calendar:

1. Prior to August 25, the County Assessor provides the Town the preliminary certified assessed valuation of all taxable property within the Town's boundaries.
2. The Manager, or other qualified persons appointed by the Board of Trustees, submits to the Board of Trustees, on or before October 15, a recommended budget which details the necessary property taxes needed along with other available revenues to meet the Town's operating requirements.
3. A public hearing on the proposed budget and capital program is held by the Board of Trustees no later than 45 days prior to the close of the fiscal year.
4. Prior to December 10, the County Assessor sends the Town the final certified assessed valuation of all taxable property within the Town's boundaries.
5. Prior to December 15, the Town Board of Trustees compute and certify to the County Commissioners a rate of levy that derives the necessary property taxes as computed in the proposed budget.
6. After the required public hearing, the Town Board of Trustees adopts the proposed budget by resolution prior to December 15. The ordinance adopting the budget also legally appropriates expenditures for the upcoming year.
7. After adoption of the budget ordinance, the Town may make by ordinance the following changes: (a) supplemental appropriations to the extent of revenues in excess of the estimated budget; (b) emergency appropriations; and (c) reduction of appropriations for which originally estimated revenues are insufficient. At any time during the year, the Town Board of Trustees may, by resolution, transfer part or all of any unexpended funds from one department or office to another.
8. Expenditures may not legally exceed appropriations at the fund level. Board approval is required for changes in the total budget of any fund. Budget amounts included in the financial statements are based on the final, legally amended budget.
9. Budget appropriations lapse at the end of each year.

The Town legally adopted annual budgets for all of the Town's funds, and amended the current year appropriations as disclosed in Management's Discussion and Analysis.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

F. Cash and Investments

The Town's policy in determining which items are treated as cash equivalents on the statement of cash flows for the enterprise funds include all cash, demand deposits, treasury bills and other short-term, highly liquid investments (including restricted assets) that are readily convertible to cash and have original maturities of three months or less.

Investments are reported at fair value which is determined using selected bases. Short-term investments are reported at cost which approximates fair value. Securities traded on a national or international exchange are valued at the last quoted market price. Cash deposits are reported at carrying amounts which reasonably estimates fair value. See additional required disclosures for cash and investments in Note 2.

G. Capital Assets/Depreciation

Capital assets purchased or acquired with an original cost in excess of a \$5,000 capitalization threshold set by the Town are reported at historical or estimated historical cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

Parks/Land Improvements	10-30 years
Buildings/Improvements	20-50 years
Rec Center/Pool/Ice Rink	20-50 years
Equipment	3-15 years
Utility System/Improvements	15-40 years
Other Infrastructure	20-40 years

On the government-wide statement of activities, for governmental funds depreciation expense is included in the various expenses of functions or programs for capital assets that can be specifically identified with a function and for "shared" capital assets generally used by only a few functions that can be specifically identified to those functions. Depreciation expense for capital assets that essentially serve all functions are reported as a separate line in the statement of activities as unallocated depreciation (see Note 4).

H. Customer Accounts Receivable

The Town considers customer accounts receivable for water, sewer and trash services to be fully collectible. The Town is empowered to place a lien on real property in the case of nonpayment. Accordingly, no allowance for doubtful accounts is considered necessary.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

I. Property Taxes Receivable and Deferred Inflows

Property taxes are levied on December 15, and attach as a lien on property the following January 1. They are payable in full by April 30 or in two equal installments due February 28 and June 15. Property taxes levied in the current year and payable in the following year are reported as a receivable at December 31, net of an estimated uncollectible portion. However, since the taxes are not available to pay current liabilities, the net receivables are recorded as a deferred inflow of resources. Taxes levied in one year are collected in the succeeding year. Thus, taxes certified in 2017 were collected in 2018 and taxes certified in 2018 will be collected in 2019. Taxes are due on January 1st; however, they may be paid in either one installment (no later than April 30th) or two equal installments (not later than February 28th and June 15th) without interest or penalty. Taxes which are not paid within the prescribed time bear interest at the rate of one percent per month until paid. Unpaid amounts and the accrued interest thereon become delinquent on June 16th.

J. Proprietary Funds – Unearned Revenue

Unearned revenues in the Wastewater Fund and Refuse Fund arise from advance billings for services and have been accrued in these enterprise funds. The Water Fund bills for current services, therefore no unearned revenues from utility billings have been accrued in the Water Fund.

K. Proprietary Funds – Operating Revenues and Expenses

Operating revenues are those revenues that are generated directly from the primary activity of the enterprise funds. For the Town, these revenues are charges for utility services. Operating expenses are necessary costs incurred to provide the service that is the primary activity of the enterprise funds.

L. Proprietary Funds – Contributed Capital

Grants and contributions in the enterprise funds which may be used for either operations or capital expenditures at the discretion of the Town are recognized as non-operating revenues. If expenditure of funds is the prime factor for determining eligibility for contributed funds, revenue or contributed capital is recognized at the time of making the expenditure.

M. Inter-fund Transactions

Transfers between governmental and business-type activities on the government-wide statements are reported in the same manner as general revenues. Exchange transactions between funds are reported as revenues in the fund providing services and as expenditures/expenses in the fund receiving services. Flows of cash or goods from one fund to another without a requirement for repayment are reported as inter-fund transfers. Inter-fund transfers are reported as other financing sources/uses in the governmental funds and are non-operating revenues/expenses in the enterprise fund. Repayments from funds responsible for particular expenditures/expenses to the funds that initially paid for them are not presented on the financial statements.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

N. Internal Balances

During the year, the Town may have transactions between funds to finance operations and provide services and to allocate combined cash balances. To the extent that certain transactions or budget transfers between funds have not been paid or received as of year-end, balances of inter-fund amounts receivable or payable are recorded. Any internal inter-fund balances that exist within governmental activities are eliminated on the government-wide statement of net position. At December 31, 2018 there were no outstanding internal inter-fund balances.

O. Compensated Absences

A total of up to 30 days vacation and unlimited days of sick leave per year may be accumulated by each employee. Employees are not paid for accumulated sick leave upon retirement or termination. The Town accrues a liability for compensated absences which meet the following criteria: 1) The Town's obligation relating to employees' rights to receive compensation for future absences is attributable to employees services already rendered; 2) The obligation relates to rights that vest or accumulate; 3) Payment of the compensation is probable; and, 4) The amount can be reasonably estimated. In accordance with the above criteria the Town has accrued a liability for vacation pay which has been earned but not taken by Town employees. The liability for compensated absences for the governmental funds has been accrued on the government-wide statement of net position since it is anticipated that none of the liability will be liquidated with expendable available financial resources. The liability for compensated absences for the enterprise funds has been accrued within each appropriate enterprise fund.

P. Net Position and Fund Balances

In the government-wide financial statements and proprietary funds, net position is classified as follows:

Invested in Capital Assets, Net of Related Debt – this category groups all capital assets into one component. Accumulated depreciation and the outstanding debt balances that are attributable to (already invested in) the acquisition, construction or improvement of these assets reduce this category.

Restricted – assets are reported as *restricted* when limitations on their use change the nature or normal understanding of the availability of the asset. Such constraints are either imposed by creditors, contributors, grantors, laws of other governments, or imposed by various enabling legislation.

Unrestricted – represents the amount which is not restricted for any purpose. It is the Town's policy to first apply restricted resources when an expense is incurred for which both restricted and unrestricted assets are available.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

P. Net Position and Fund Balances - continued

In the governmental fund financial statements, fund balances are classified as follows:

Non-spendable – amounts that cannot be spent because they are either in non-spendable form such as inventory and prepaid expenses, or legally or contractually required to be maintained intact such as the corpus of permanently restricted funds to be retained in perpetuity. It also includes the long-term amount of loans and notes receivable, as well as property acquired for resale, when applicable.

Restricted – when constraints are placed on the use of resources either (a) externally imposed by creditors or (b) imposed by law through constitutional provisions or enabling legislation. As discussed in *Note 13*, Colorado voters passed an amendment to the State Constitution, one of the provisions of which requires local governments to establish an emergency reserve which is calculated at 3% of certain expenditures; these funds may only be expended in cases of emergencies as defined by the amendment and are used to fund appropriations only after unrestricted resources are depleted. Special revenue resources in the Conservation Trust Fund are restricted for use in parks and recreation acquisition, development and maintenance pursuant to Colorado Revised Statutes. Accumulated Community Enhancement revenues requiring disbursement approval by Holy Cross Energy are restricted in the Capital Projects Fund. Unused balances originating from Colorado Department of Transportation for future maintenance of the Highway 6 Devolution are restricted in the Capital Projects Fund. Sales Taxes restricted for Capital Improvement Projects debt service are restricted in the Sales Tax Capital Improvements Projects Fund.

Committed – amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority (the Board of Directors). These amounts cannot be changed except by taking the same type of action employed to previously commit these amounts. Special revenue resources in the Open Space Preservation Fund are committed for the acquisition of open space lands, conservation and trail easements and development rights.

Assigned – amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed. Intent should be expressed by the governing body itself, or a body or official to which the governing body has delegated the authority to assign amounts to be used for specific purposes. The Town considers available fund balances of the Capital Projects Fund as assigned for future capital outlay.

Unassigned – the residual for the general fund.

It is the Town's policy to first apply restricted resources when an expense is incurred for which both restricted and unrestricted assets are available. Committed and assigned amounts are considered to have been spent first when an expenditure is incurred for purposes for which such categories and unassigned amounts are available.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Q. Use of Estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

R. Fair Values of Financial Instruments

The Town reports its investments using the fair value measurements established by generally accepted accounting principles. As such, fair value hierarchy categorizes the inputs used to measure the fair value into three levels. Level 1 inputs are quoted market prices in active markets for identical investments; Level 2 inputs include quoted prices in active markets for similar investments, or other observable inputs; and Level 3 inputs are unobservable inputs. At December 31, 2018, the Town's investments in ColoTrust and UMB Corporate Trust Services ColoTrust were reported at the net asset value per share, measured utilizing quoted prices in active markets for similar investments (Level 2 inputs).

NOTE 2 - CASH AND INVESTMENTS

The Colorado Public Deposit Protection Act (PDPA), requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. The eligible depository is required to pledge to the Colorado Division of Banking a pool of collateral having a market value that at all times exceeds 102 percent of uninsured aggregate public deposits. The eligible collateral is determined by the PDPA, which includes obligations of the United States, the State of Colorado, Local Colorado governments, and obligations secured by first lien mortgages on real property located in the state. PDPA allows the institution to create a single collateral pool for all public funds. The pool is maintained by another institution or held in trust for all uninsured public deposits as a group. The State Regulatory Commissions for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools. There is no custodial credit risk for public deposits collateralized under PDPA.

It is the policy of the Town to invest public funds in a manner which will provide the highest investment return with the maximum security, meet the daily cash flow demands of the Town, and conform to all federal, state and local statutes governing the investment of public funds. This policy applies to the investment of all financial assets of all funds of the Town over which it exercises financial control.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 2 - CASH AND INVESTMENTS - continued

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- . Obligations of the United States and certain U.S. government agency securities, including securities issued by FNMA (federal national mortgage association), GNMA (governmental national mortgage association), FHLMC (federal home loan mortgage corporation), the federal farm credit bank, the federal land bank, the export-import bank, and by the Tennessee Valley authority, and certain international agency securities, including the World Bank.
- . General obligation and revenue bonds of U.S. local government entities, the District of Columbia, and territorial possessions of the U.S. rated in the highest two rating categories by two or more nationally recognized rating agencies.
- . Bankers' acceptances of certain banks
- . Certain securities lending agreements
- . Commercial paper
- . Written repurchase agreements collateralized by certain authorized securities
- . Certain money market funds
- . Guaranteed investment contracts
- . Local government investment pools
- . The investing local government's own securities including certificates of participation and lease obligations.

Local Government Investment Pool (ColoTrust)

As of December 31, 2018 the Town had invested \$26,459,015 in the Colorado Local Government Liquid Asset Trust (the Trust), an investment vehicle established for local government entities in Colorado to pool surplus funds. The Trust operates similarly to a money market fund and each share is equal in value to \$1.00. The Trust offers shares in two portfolios, COLOTRUST PRIME and COLOTRUST PLUS+. Both portfolios may invest in U.S. Treasury securities and repurchase agreements collateralized by U.S. Treasury securities. COLOTRUST PLUS+ may also invest in certain obligations of U.S. government agencies. A designated custodial bank serves as custodian for the Trust's portfolios pursuant to a custodian agreement. The custodian acts as safekeeping agent for the Trust's investment portfolios and provides services as the depository in connection with direct investments and withdrawals. Substantially all securities owned by COLOTRUST are held by the Federal Reserve Bank in the account maintained for the custodial bank. The custodian's internal records identify the investments owned by COLOTRUST. These pools are not required to and are not registered with the SEC. As of December 31, 2018, the Town had \$0 invested in COLOTRUST PRIME, and \$26,459,015 invested in COLOTRUST PLUS+. Investments in local government investment pools are not categorized in terms of custodial credit risk since they are not evidenced by securities that exist in physical or book entry form.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 2 - CASH AND INVESTMENTS – continued

UMB Corporate Trust Services

As of December 31, 2018, the Town has an account at UMB Corporate Trust Services which reflects balances from the Town's 2018 Sales Tax Revenue Bonds restricted in the Capital Improvement Projects Fund. The total balance at December 31 is \$1,477,309. UMB Corporate Trust Services has invested the funds in the Colorado Local Government Liquid Asset Trust COLOTRUST PLUS+ portfolio described in the preceding section.

Total Cash and Cash Equivalents

In order to facilitate the recording of cash transactions and maximize interest earnings, the Town has pooled cash deposits for all funds. The Town maintains accountability for each fund's equity in pooled cash and investments. Interest earnings for combined funds are generally distributed based on monthly cash balances. A summary of the Town's cash and cash equivalents at December 31, 2018 are classified below:

Checking/Savings	\$ 3,074,581
CWRPDA Project and Reserve Accounts	17,480,600
Local Government Investment Pool	26,459,015
UMB Corporate Trust Services Accounts	<u>1,477,309</u>
Total Balances	48,491,505
Net Outstanding Items	<u>(67,637)</u>
Total Cash and Cash Equivalents	<u>\$ 48,423,868</u>

The Town's bank deposits were entirely covered by federal depository insurance (FDIC) or uninsured but collateralized under PDPA in accordance with state statute, and had bank balances of \$3,074,581 of which \$255,628 was covered by FDIC insurance and \$2,818,953 by PDPA described above.

Included in cash and cash equivalents are investments (Level 2) rated as follows:

	<u>Fair Value</u>	<u>Credit Rating</u>	<u>Rating Agency</u>
Colotrust (Local Govt Investment Pool)	\$ 26,459,015	AAAm	Standard & Poors
UMB Corporate Trust Services accounts that are invested in Colotrust (Local Govt Investment Pool)	\$ 1,477,309	AAAm	Standard & Poors

Risk Disclosures

Additional investment and deposit disclosures for credit risk, interest rate risk, and foreign currency risk, as required by GASB Statement No. 40, *Deposit and Investment Risk Disclosures*, are included in the notes below.

To minimize custodial credit risk, or the risk that an insurer or other counterparty to an investment will not fulfill its obligations, state law limits investments to those where the issuer is rated in one of the three highest rating categories by one or more nationally recognized organizations that rate such issuers. The Town has deposits in Colotrust Plus+ with ratings as provided above.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 2 - CASH AND INVESTMENTS – continued

Risk Disclosures - continued

The concentration of credit risk, or the risk of loss attributed to the magnitude of a government's investment in a single issuer, occurs when deposits are not diversified. The Town's policy places no limit on the amount the Town may invest in any one issuer; however the Town maintains general guidelines for investments to ensure proper diversification by security type and institution. All investments are issued or explicitly guaranteed by securities of the U.S. government, or insured by the Public Depository Protection Act, or are investments in mutual fund or external investment pools, and therefore are not subject to concentration of credit risk.

Interest rate risk is the extent to which changes in interest rates will adversely affect the fair value of an investment. The Town maintains an investment policy that limits investment maturities to three years as means of managing its exposure to fair value losses arising from increasing interest rates and to avoid undue concentration in any sector of the yield curve. Exceptions to this structure may be allowed where maturities can be structured to accommodate readily identifiable cash flows. There were no investments subject to interest rate risk disclosure as of December 31, 2018.

The Town was not subject to foreign currency risk as of December 31, 2018.

NOTE 3 - RESTRICTED CASH

Accumulated community enhancement funds and balances for future Highway 6 Devolution Maintenance are reflected in the Capital Projects Fund as Restricted. The Community Enhancement Funds collected from Holy Cross Energy are restricted to use for beautification projects, energy conservation projects, equipment and technology upgrades for schools, scholarship funds, acquisition of open space and/or park land and development thereof, sponsorship of special community events, and undergoing of overhead electric and other utility lines. The Town must notify Holy Cross Energy of its intended use of the funds, whereby Holy Cross Energy has the right to object, in writing, prior to such expenditure or otherwise waive its right to objection.

A reserve account is restricted for debt service on the Town's 2018 Sales Tax Revenue Bonds and the UMB Corporate Trust Services account is restricted for capital improvements as reflected in the Sales Tax Capital Improvement Projects Fund as Restricted for Capital Improvements/Debt Service.

Accumulated balances from State Lottery Funds are restricted for future authorized use by the Conservation Trust Fund.

The Water Fund has restricted balances reflected on its balance sheet for cash held on its behalf by the Colorado Water Resources Power and Development Authority for the Town's Lower Basin Water Treatment Plant Project and required debt service reserve.

The Wastewater Fund has restricted cash balances reflected on its balance sheet for required debt service reserves.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 4 - CAPITAL ASSETS

Capital asset activity for the fiscal year ended December 31, 2018 follows:

<u>GOVERNMENTAL ACTIVITIES</u>	<u>Restated 01/01/18</u>	<u>Additions</u>	<u>Dispositions/ Reclassif.</u>	<u>Balances 12/31/18</u>
Non-depreciable Assets:				
Land and Easements	\$ 4,079,568	\$ -	\$ -	\$ 4,079,568
Construction in Progress	1,248,009	4,379,023	-	5,627,032
Depreciable Capital Assets:				
Park/Land Improvements	3,775,566	19,842	-	3,795,408
Buildings/Improvements	5,070,707	-	-	5,070,707
Rec Center/Pool/Ice Rink	5,235,122	-	-	5,235,122
Equipment	3,387,133	102,137	(124,100)	3,365,170
Infrastructure	<u>37,742,858</u>	<u>112,414</u>	<u>-</u>	<u>37,855,272</u>
Total at Historical Cost	60,538,963	4,613,416	(124,100)	65,028,279
Less Accumulated Depreciation	<u>(24,204,078)</u>	<u>(2,247,051)</u>	<u>86,870</u>	<u>(26,364,259)</u>
GOVERNMENTAL ACTIVITIES				
CAPITAL ASSETS, NET	<u>\$ 36,334,885</u>	<u>\$ 2,366,365</u>	<u>\$ (37,230)</u>	<u>\$ 38,664,020</u>

Developer conveyances of \$97,775 have been included in Infrastructure additions for the year ended December 31, 2018.

For the fiscal year ending December 31, 2018, depreciation expense for governmental activities was recorded on the statement of activities as follows:

General Government	\$ 228,228
Public Safety	71,810
Public Works – Streets	135,057
Public Works – Buildings/Grounds	53,845
Information Center	663
Open Space	784
Unallocated Depreciation	<u>1,756,664</u>
Total Governmental Depreciation	<u>\$ 2,247,051</u>

<u>BUSINESS-TYPE ACTIVITIES</u>	<u>Balances 01/01/18</u>	<u>Additions</u>	<u>Dispositions/ Reclassif.</u>	<u>Balances 12/31/18</u>
Non-depreciable Assets:				
Land and Easements	\$ 170,571	\$ -	\$ -	\$ 170,571
Water Rights	9,144,376	-	-	9,144,376
Construction in Progress	1,745,211	3,585,474	-	5,330,685
Depreciable Capital Assets:				
Buildings/Improvements	117,901	11,050	-	128,951
Equipment	332,693	93,513	-	426,206
Infrastructure-Plant/Facility	427,399	-	-	427,399
Infrastructure-Utility System	<u>41,761,951</u>	<u>8,422</u>	<u>-</u>	<u>41,770,373</u>
Total at Historical Cost	53,700,102	3,698,459	-	57,398,561
Less Accumulated Depreciation	<u>(14,619,566)</u>	<u>(1,161,869)</u>	<u>-</u>	<u>(15,781,435)</u>
BUSINESS-TYPE ACTIVITIES				
CAPITAL ASSETS, NET	<u>\$39,080,536</u>	<u>\$ 2,536,590</u>	<u>\$ -</u>	<u>\$ 41,617,126</u>

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 4 - CAPITAL ASSETS - continued

For the fiscal year ending December 31, 2018, depreciation expense for business-type activities was recorded on the statement of activities as follows:

Water Utility	\$ 378,164
Wastewater Utility	782,285
Refuse Utility	<u>1,420</u>
Total Business-type Depreciation	<u>\$ 1,161,869</u>

NOTE 5 - LONG-TERM OBLIGATIONS

Changes in long-term obligations during fiscal year ended December 31, 2018 follows:

<u>GOVERNMENTAL ACTIVITIES</u>	<u>Balances 01/01/18</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balances 12/31/18</u>	<u>Amounts Due Within One Year</u>
Bonds					
Series 2016	\$ 5,115,000	\$ -	\$ (90,000)	\$ 5,025,000	\$ 95,000
'16 Premium	907,868	-	(48,215)	859,653	47,465
Compensated Absences -	<u>111,116</u>	<u>124,454</u>	<u>(119,049)</u>	<u>116,521</u>	<u>-</u>
GOVERNMENTAL LONG-TERM OBLIGATIONS	<u>\$ 6,133,984</u>	<u>\$ 124,454</u>	<u>\$ (257,264)</u>	<u>\$ 6,001,174</u>	<u>\$ 142,465</u>

<u>BUSINESS-TYPE ACTIVITIES</u>	<u>Balances 01/01/18</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balances 12/31/18</u>	<u>Amounts Due Within One Year</u>
Notes Payable					
'79 CWCB Loan	\$ 31,356	\$ -	\$ (9,874)	\$ 21,482	\$ 10,171
'07 CWRPDA	7,977,288	-	(595,320)	7,381,968	611,556
'07 Premium	258,808	-	(23,528)	235,280	23,528
'11 CWRPDA	957,894	-	(59,926)	897,968	61,130
'18 CWRPDA	-	16,841,882	(190,489)	16,651,393	625,193
'18 Premium	-	353,835	(8,809)	345,026	32,446
Bonds					
Series 2013P	1,708,166	-	(223,061)	1,485,105	229,709
Compensated Absences -	<u>34,094</u>	<u>27,713</u>	<u>(30,969)</u>	<u>30,838</u>	<u>-</u>
BUSINESS-TYPE LONG-TERM OBLIGATIONS	<u>\$10,967,606</u>	<u>\$ 17,223,430</u>	<u>\$ (1,141,976)</u>	<u>\$ 27,049,060</u>	<u>\$1,593,733</u>

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 5 - LONG-TERM OBLIGATIONS - continued

GOVERNMENTAL ACTIVITIES – LONG-TERM OBLIGATIONS

Bonds, notes payable and loan obligations of the Town’s governmental activities are comprised of the following:

Bonds Payable:

2016 Series Sales Tax Revenue Bonds:

Sales Tax Revenue Bonds were issued on September 9, 2016 in the original amount of \$5,200,000, plus a premium of \$967,936. The interest rate varies from 4.00% to 5.00%, payable semi-annually on June 1 and December 1, principal payable December 1. The bonds were issued to: (i) acquire, develop and construct a river park in the town; (ii) improve, construct and maintain the Town’s parks, multi-use recreational facilities and paved paths; (iii) fund the initial deposit to the bond reserve account; and (iv) pay costs of issuance in connection with the issuance of the bonds. The Bonds constitute special, limited obligations of the Town payable solely from “pledged revenues” consisting of proceeds derived by the Town from voter approved sales taxes at a rate of one-half of one percent (0.5%). The total outstanding balance at December 31, 2018 is \$5,025,000. The Town’s Sales Tax Capital Improvement Projects Fund is being used to collect sales taxes and pay debt service on the Bonds. The annual requirements to amortize principal and interest on the bonds are as follows:

<u>Year Ended December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019	\$ 95,000	\$ 227,538	\$ 322,538
2020	95,000	223,737	318,737
2021	100,000	219,938	319,938
2022	105,000	215,937	320,937
2023	110,000	211,738	321,738
2024-2028	625,000	988,687	1,613,687
2029-2033	750,000	853,688	1,603,688
2034-2038	940,000	664,425	1,604,425
2039-2043	1,185,000	416,575	1,601,575
2044-2046	1,020,000	98,800	1,118,800
	<u>\$ 5,025,000</u>	<u>\$ 4,121,063</u>	<u>\$ 9,146,063</u>

The premium on the 2016 Series Bonds is being accreted over the term of the bond as a percentage of annual interest which approximates accretion at the effective interest rate. Total current year premium accretion of \$48,215 is included in governmental activities interest and fiscal charges on long-term debt. The net outstanding premium at December 31, 2018 is \$859,653.

Accrued Liabilities – Compensated Absences

Accrued liabilities consist of the accrual for compensated absences – vacations earned by the Town’s employees but not taken by December 31, 2018. Total accrued compensated absences as of year-end for governmental activities were \$116,521.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 5 - LONG-TERM OBLIGATIONS - continued

BUSINESS-TYPE ACTIVITIES – LONG-TERM OBLIGATIONS

Bonds, notes payable and loan obligations of the Town's business-type activities are comprised of the following:

Notes Payable:

1979 CWCB Loan

Water storage tank loan issued on October 1, 1979 in the original amount of \$245,950, payable to the Colorado Water Conservation Board in annual installments of \$10,815 through 2020 at 3.00%. The total outstanding balance at December 31, 2018 is \$21,482. The loan is carried in the Water Fund. Annual requirements to amortize principal and interest on the installment note payable are as follows:

Year Ended December 31,	Principal	Interest	Total
2019	\$ 10,171	\$ 644	\$ 10,815
2020	11,311	340	11,651
	<u>\$ 21,482</u>	<u>\$ 984</u>	<u>\$ 22,466</u>

2007 CWRPDA Loan

The Town entered into a water pollution control revolving fund loan agreement with the Colorado Water Resources and Power Development Authority dated May 31, 2007 in the original amount of \$11,505,912 plus a premium of \$494,088 for the purpose of expansion of the extended aeration activated sludge plant conversion to a conventional activated sludge process. The loan is a 21-year leveraged loan that carries an interest rate of 3.5% and is payable in 43 semi-annual installments February 1 and August 1. The total outstanding balance at December 31, 2018 is \$7,381,968. The loan is carried in the Wastewater Fund. The loan has a total annual administrative fee payable of \$92,047 through 2026, \$57,530 in 2027 and \$23,012 in 2028. Annual requirements to amortize principal and interest on the loan are as follows:

Year Ended December 31,	Principal	Interest	Total
2019	\$ 611,556	\$ 213,366	\$ 824,922
2020	633,204	194,683	827,887
2021	649,440	175,339	824,779
2022	703,560	155,499	859,059
2023	725,208	134,005	859,213
2024-2028	4,059,000	329,208	4,388,208
	<u>\$ 7,381,968</u>	<u>\$ 1,202,100</u>	<u>\$ 8,584,068</u>

The premium on the 2007 CWRPDA Note is being accreted annually at an equal rate over the term of the note which does not differ materially from the effective interest rate. Total current year premium accretion of \$23,528 is included in the business-type activities wastewater utility function. The net outstanding premium at December 31, 2018 is \$235,280.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 5 - LONG-TERM OBLIGATIONS - continued

BUSINESS-TYPE ACTIVITIES – LONG-TERM OBLIGATIONS - continued

Notes Payable - continued:

2007 CWRPDA Loan - continued

During the fiscal year ended December 31, 2016, the CRWPDA refinanced a loan and is passing through the anticipated savings to the Town on an annual basis, resulting in a total anticipated present value savings over the term of the loan of approximately \$635,222 (or 7.78%) to be recognized in the Wastewater Fund as received. The future anticipated savings to be recognized over the term of the loan is as follows:

<u>Year Ended December 31,</u>	<u>Anticipated Savings</u>
2019	\$ 58,948
2020	58,450
2021	55,326
2022	58,711
2023	57,778
2024-2028	283,783
	<u>\$ 572,996</u>

2011 CWRPDA Loan

The Town entered into a water pollution control revolving fund loan agreement with the Colorado Water Resources and Power Development Authority dated January 21, 2011, in the original amount of \$1,288,966 for rehabilitation of the downtown wastewater collection system. The loan is a 20-year loan that carries an interest rate of 2.0% and is payable in 40 semi-annual installments (beginning May 1, 2012) on May 1 and November 1. The total outstanding balance at December 31, 2018 is \$897,968. The loan is carried in the Wastewater Fund. The loan has a total annual administrative fee payable as indicated below.

2019	\$ 15,000
2020	15,000
2021	10,000
2022	8,000
2023	7,000
2024-2028	18,500
2029-2031	235
	<u>\$ 73,735</u>

The annual requirements to amortize principal and interest on the loan are as follows:

<u>Year Ended December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019	\$ 61,130	\$ 2,655	\$ 63,785
2020	62,359	1,427	63,786
2021	63,613	5,173	68,786
2022	64,891	5,894	70,785
2023	66,196	5,590	71,786
2024-2028	351,479	23,950	375,429
2029-2031	228,300	7,822	236,122
	<u>\$ 897,968</u>	<u>\$ 52,511</u>	<u>\$ 950,479</u>

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 5 - LONG-TERM OBLIGATIONS - continued

BUSINESS-TYPE ACTIVITIES – LONG-TERM OBLIGATIONS - continued

Notes Payable - continued:

2018 CWRPDA Loan

The Town entered into a drinking water revolving fund loan agreement with the Colorado Water Resources and Power Development Authority dated May 1, 2018, in the original amount of \$16,841,882 for construction of the new Lower Basin Water Treatment Plant, transmission line, and associated project components. The loan is a 22-year loan that carries an interest rate ranging from 2.5% to 5.0% and is payable in 45 semi-annual installments (beginning August 1, 2018) on August 1 and February 1. The total outstanding balance at December 31, 2018 is \$16,651,393. The loan is carried in the Water Fund. The loan has a total annual administrative fee payable as indicated below.

2019	\$ 168,419
2020	168,419
2021	168,419
2022	168,419
2023	168,419
2024-2028	842,094
2029-2033	791,568
2034-2038	538,940
2039-2040	50,526
	<u>\$ 3,065,223</u>

The annual requirements to amortize principal and interest on the loan are as follows:

<u>Year Ended</u> <u>December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019	\$ 625,193	\$ 195,600	\$820,793
2020	633,320	187,050	820,370
2021	648,043	175,850	823,893
2022	653,299	168,850	822,149
2023	659,649	161,850	821,499
2024-2028	3,475,301	641,375	4,116,676
2029-2033	3,803,021	359,225	4,162,246
2034-2038	4,245,814	167,913	4,413,727
2039-2040	1,907,753	22,306	1,930,059
	<u>\$ 16,651,393</u>	<u>\$ 2,080,019</u>	<u>\$ 18,731,412</u>

The premium on the 2018 CWRPDA Note is being accreted annually based on annual interest amortization over the term of the note which does not differ materially from the effective interest rate. Total current year premium accretion of \$8,809 is included in the business-type activities water utility function. The net outstanding premium at December 31, 2018 is \$345,026.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 5 - LONG-TERM OBLIGATIONS - continued

BUSINESS-TYPE ACTIVITIES – LONG-TERM OBLIGATIONS - continued

Bonds Payable:

2013 Series Water Enterprise Revenue Refunding Bond:

Water Enterprise Revenue Refunding Bonds were issued July 26, 2013 in the amount of \$2,605,868 in order to refund the Town's 2004 Series Water Enterprise Revenue Bonds in the amount of \$2,555,000 plus bond issue costs of \$34,029 and accrued interest of \$16,839. The refunding did not result in a difference between the reacquisition price and the net carrying amount of the old debt of \$2,555,000. The Town completed the refunding to reduce its total debt service payments through December 1, 2024 by \$192,803 and obtain an economic gain (difference between the present values of the old and new debt service payments) of \$182,301. The net effective interest rate is 2.98%, payable semi-annually on June 1 and December 1, principal payable December 1, with final maturity December 1, 2024. The 2013 Bond does not constitute a general obligation of the Town and is a special, limited obligation of the Town, with the principal and interest payable solely from net revenues of the Town's water system. The Series 2013 Bond is subject to optional redemption, in whole, at 100% of the principal amount to be redeemed plus accrued interest to the redemption date. The total outstanding balance at December 31, 2018 is \$1,485,105. The Bonds are carried in the Water Fund. The Series 2013 Bond is subject to mandatory sinking fund redemption from sinking fund principal and interest installments as follows:

<u>Year Ended</u> <u>December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019	\$ 229,709	\$ 44,256	\$ 273,965
2020	236,554	37,411	273,965
2021	243,603	30,362	273,965
2022	250,863	23,102	273,965
2023	258,339	15,626	273,965
2024	266,037	7,928	273,965
	<u>\$ 1,485,105</u>	<u>\$ 158,685</u>	<u>\$ 1,643,790</u>

Accrued Liabilities – Compensated Absences

Compensated absences consist of the accrual for vacation and comp time earned by the Town's employees but not taken by December 31, 2018. Total accrued compensated absences as of year-end for business-type activities were \$30,838.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 6 - DEFINED CONTRIBUTION PLAN

The Town of Eagle provides a defined contribution pension plan for full time employees adopted as a prototype money purchase plan. Pension expense is recognized in accrual-based financial statements equal to the contributions and/or credits that the terms of the plan require in return for employee service in that year, as reduced by forfeitures under the plan. The Town contributes 6% of gross payroll per eligible employee annually to this plan, plus an additional matching contribution of 1% for contributing employees. There are no forfeiture provisions from employee accounts under the plan beyond vesting as described in the following paragraph.

Total covered payroll for the year subject to participation was \$1,892,565 compared to total payroll of \$3,063,560. The Town's retirement contribution for the year ended December 31, 2018 was \$132,480. All employees are vested at 20% per year of service and are 100% vested after 5 years of service. There was no outstanding employer liability at year-end.

NOTE 7 - PROPRIETARY FUND BUDGETS

Budgets for proprietary funds are adopted on a basis that is not consistent with GAAP but, instead, adopts the spending measurement focus of governmental funds. The additional supplemental information following the notes to the financial statements provides detail budgetary comparisons for the proprietary funds. A summary of the adjustments necessary to convert to the budgetary basis from GAAP follows:

	WATER ENTERPRISE FUND		
	Budget	Actual	Variance Favorable (Unfavorable)
<u>Revenues:</u>			
GAAP Operating Revenues	\$ 3,646,367	\$ 3,769,228	\$ 122,861
GAAP Non-Operating Revenues	171,000	245,145	74,145
GAAP Capital Contributions	1,009,100	1,114,063	104,963
Proceeds from Long-term Debt	17,195,716	17,195,717	1
Less: Accretion of Debt Premium	-	(8,809)	(8,809)
Total Budgetary Revenues	<u>22,022,183</u>	<u>22,315,344</u>	<u>293,161</u>
<u>Expenses:</u>			
GAAP Operating Expenses	1,401,792	1,373,232	28,560
GAAP Non-Operating Expenses	432,668	513,636	(80,968)
Add: Debt Service Principal	423,448	423,424	24
Add: Capital Outlay	5,836,200	3,430,918	2,405,282
Change In: Accrued Interest	-	(80,946)	80,946
Change In: Vacation/Comp Time	-	(256)	256
Less: Depreciation & Amortization	-	(378,164)	378,164
Total Budgetary Expenditures	<u>8,094,108</u>	<u>5,281,844</u>	<u>2,812,264</u>
Net Income (Loss)-Budgetary	<u>\$ 13,928,075</u>	<u>\$ 17,033,500</u>	<u>\$ 3,105,425</u>

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 7 - PROPRIETARY FUND BUDGETS - continued

	<u>WASTEWATER ENTERPRISE FUND</u>		
	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<u>Revenues:</u>			
GAAP Operating Revenues	\$ 2,352,000	\$ 2,381,683	\$ 29,683
GAAP Non-Operating Revenues	15,000	34,875	19,875
GAAP Capital Contributions	450,000	556,500	106,500
Less: Accretion of Bond Premium	-	(23,528)	(23,528)
Total Budgetary Revenues	<u>2,817,000</u>	<u>2,949,530</u>	<u>132,530</u>
<u>Expenses:</u>			
GAAP Operating Expenses	973,934	1,601,496	(627,562)
GAAP Non-Operating Expenses	346,205	338,593	7,612
Add: Debt Service Principal	655,246	655,246	-
Add: Capital Outlay	310,000	267,541	42,459
Change In: Accrued Interest	-	7,612	(7,612)
Change In: Vacation/Comp Time	-	(5,795)	5,795
Less: Depreciation	-	(782,285)	782,285
Total Budgetary Expenditures	<u>2,285,385</u>	<u>2,082,408</u>	<u>202,977</u>
Net Income (Loss)-Budgetary	<u>\$ 531,615</u>	<u>\$ 867,122</u>	<u>\$ 335,507</u>

	<u>REFUSE ENTERPRISE FUND</u>		
	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<u>Revenues:</u>			
GAAP Operating Revenues	\$ 608,112	\$ 613,061	\$ 4,949
GAAP Non-Operating Revenues	<u>2,683</u>	<u>2,760</u>	<u>77</u>
Total Budgetary Revenues	<u>610,795</u>	<u>615,821</u>	<u>5,026</u>
<u>Expenses:</u>			
GAAP Operating Expenses	598,091	562,775	35,316
GAAP Non-Operating Expenses	19,525	19,500	25
Less: Depreciation	-	(1,420)	1,420
Total Budgetary Expenditures	<u>617,616</u>	<u>580,855</u>	<u>36,761</u>
Net Income (Loss)-Budgetary	<u>\$ (6,821)</u>	<u>\$ 34,966</u>	<u>\$ 41,787</u>

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 8 - RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts, thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees; or acts of God.

The Town is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA). CIRSA is a joint self insurance pool created by an intergovernmental agreement of 163 municipalities to provide property, general and automobile liability and public official coverage to its members. CIRSA is governed by a seven member Board elected by and from its members. Coverage is provided through pooling of self-insured losses and the purchase of excess insurance coverage. CIRSA has a legal obligation for claims against its members to the extent that funds are available in its annually established loss fund and that amounts are available from insurance providers under excess specific and aggregate insurance contracts. Losses incurred in excess of loss funds and amounts recoverable from excess insurance are direct liabilities of the participating members. CIRSA has indicated that the amount of any excess losses would be billed to members in proportion to their contributions in the year such excess occurs, although it is not legally required to do so.

The Town has established a partially self-funded health insurance plan to provide medical and dental benefits to eligible employees. A third party stop-loss provider has been contracted to provide coverage for claims in excess of \$25,000 per plan participant and up to an aggregate of approximately \$533,637 or 125% of anticipated claims for the year. The Town is responsible for the payment of stop-loss premiums as well as the claims up to \$25,000 per participant.

The Town carries commercial insurance coverage for other risks of loss including workers compensation and employee health and accident insurance. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years.

NOTE 9 - CONTINGENCIES

During the normal course of business, the Town incurs claims and other assertions against it from various agencies and individuals. Management and their legal representatives feel none of these claims or assertions are significant enough that they would materially affect the fairness of the presentation of the financial statements at December 31, 2018.

NOTE 10 - POST-EMPLOYMENT HEALTHCARE COVERAGE

The Town provides post-employment healthcare coverage as an employee benefit for eligible retirees. To be eligible, retirees must have 1) twenty (20) years of service with the Town of Eagle and be sixty (60) years of age; or 2) thirty (30) years of service with the Town of Eagle and be fifty-five (55) years of age. This benefit ends when the retiree becomes eligible for Medicare. The plan is funded on a pay as you go basis, with payments charged to the fund most applicable to the retiree's former position. As of December 31, 2018 there are no material amounts for eligible retirees receiving post-employment healthcare coverage benefits; therefore, there is no Other Postemployment Benefit (OPEB) annual cost or net OPEB obligation reflected in the accompanying financial statements.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 11 - INTERGOVERNMENTAL AGREEMENTS

Eagle Pool and Ice Rink

The Town of Eagle and the Western Eagle County Metropolitan Recreation District entered into an agreement for ownership and operation of a recreation facility, consisting of a community swimming pool and ice rink. The District and Town each have a one-half interest in all fixtures and associated equipment, furnishings and personal property. The District operates and maintains the Recreation Facilities and the Town retains full fee simple title to the ground upon which the Recreation Facilities are constructed.

NOTE 12 - EMPLOYEE HOME OWNERSHIP PROGRAM

In 2008, the Town approved an Employee Home Ownership Program (EHOP) to provide for primary residence down payment loan assistance. Regular full-time permanent employees with at least 18 months of service with the Town may be eligible for up to 20% of the purchase price or \$50,000, whichever is less. The employee must make a minimum contribution towards the purchase price and related settlement charges equal to \$3,000. Interest shall not accrue provided employment has been maintained through the loan term. In the event of loss of eligibility or default under terms of the Promissory Note and Deed of Trust, interest shall be applied retroactive to the original note date. As of December 31, 2018, two employees are currently enrolled in this program with remaining balances. Total notes receivable in the total amount of \$64,529 and available repaid balances of \$103,802 held by the program are recorded in the General Fund.

NOTE 13 - COMPLIANCE

A. Contraband

The Colorado Contraband Forfeiture Act (C.R.S. 16-13-501 to 511) addresses accounting for proceeds from the seizure of contraband. These funds must be used for the specific purpose of law enforcement activities. While these proceeds are exempt from the appropriation process, they are subject to the Local Government Audit Law (C.R.S. 29-1-601 to 608). For the year ended December 31, 2018 no such proceeds were received by the Town and as such are not included in the Town's audited financial statements.

According to the loan agreements dated January 1, 2011, and May 1, 2018, the Town of Eagle covenants to:

- 1) Establish and collect such rates, fees, and charges for the use or sale of products and services of the system, together with other moneys available therefore, as expected to produce gross revenue for each calendar year at a sufficient rate for to pay the sum of a) operation and maintenance expenses; b) 110% of debt service due for such calendar year (plus amounts due on any additional liens on the pledged property, if applicable).
- 2) Maintain a three month operations and maintenance reserve fund.
- 3) Comply with the requirements of the Davis Bacon Act, 40 USC Sec. 3140-3148.

As of December 31, 2018, the Town was in compliance with such covenants.

TOWN OF EAGLE, COLORADO
NOTES TO FINANCIAL STATEMENTS
December 31, 2018

NOTE 14 - TAX, SPENDING AND DEBT LIMITATION

TABOR Amendment – Revenue and Spending Limitation Agreement

In November 1992, the voters of Colorado approved Amendment 1, commonly known as the Taxpayer's Bill of Rights (TABOR), which adds a new Section 20 to Article X of the Colorado constitution. TABOR contains tax, spending, revenue and debt limitations which apply to the State of Colorado and all Colorado local governments.

The initial base for local government spending and revenue limits was June 30, 1993 Fiscal Year Spending. Future spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

TABOR requires local governments to establish emergency reserves to be used for declared emergencies only. Emergencies, as defined by TABOR, exclude economic condition, revenue shortfalls, or salary or fringe benefit increases. These reserves are required to be 3% or more of fiscal year spending (excluding bonded debt service). The required reserve at December 31, 2018 is \$186,500 as reflected in the General Fund.

TABOR requires, with certain exceptions, voter approval prior to imposing new taxes, increasing a tax rate, increasing a mill levy above that for the prior year, extending an expiring tax, or implementing a tax policy change directly causing a net tax revenue gain to any local government. Except for bond refinancing at a lower interest rate or adding employees to existing pension plans, TABOR specifically prohibits the creation of multiple-fiscal year debt or other financial obligations without voter approval or without irrevocably pledging present cash reserves for all future payments. In 1994 the Town's electorate voted to allow the Town to collect, retain, and expend revenues notwithstanding any of TABOR'S restrictions. The Town's management believes it is in compliance with the financial provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits (and qualification of a fund as an Enterprise Fund) will require judicial interpretation.

NOTE 15 - SUBSEQUENT EVENTS

Management has evaluated events subsequent to December 31, 2018 through the issuance date of this report. There has been no material event noted during this period that would impact the results reflected in this report or the Town's results going forward.

REQUIRED SUPPLEMENTAL INFORMATION

GENERAL & SPECIAL REVENUE FUND BUDGETARY COMPARISON SCHEDULES

TOWN OF EAGLE, COLORADO
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
GENERAL FUND
For the Year Ended December 31, 2018

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
<u>Revenues:</u>				
Local Taxes and Assessments	\$ 4,819,801	\$ 4,880,541	\$ 4,994,194	\$ 113,653
Licenses and Permits	288,875	300,225	382,524	82,299
Intergovernmental	478,331	554,112	562,108	7,996
Charges for Services	580,277	376,777	369,946	(6,831)
Fines, Forfeits and Penalties	100,000	80,000	59,354	(20,646)
Information Center Sales	222,879	177,076	175,114	(1,962)
Interest	66,250	126,000	199,418	73,418
Miscellaneous – Rental Income	9,360	9,360	16,943	7,583
Miscellaneous – Sale of Assets	-	43,000	43,000	-
Miscellaneous – Insurance Proceeds	-	-	29,840	29,840
Miscellaneous – Grants and Contributions	48,251	48,251	56,120	7,869
Miscellaneous – Other	15,000	15,000	10,071	(4,929)
Total Revenues	6,629,024	6,610,342	6,898,632	288,290
<u>Expenditures:</u>				
General Government	483,687	494,807	425,097	69,710
General Administration	843,827	825,139	766,607	58,532
Community Development	738,417	711,981	641,695	70,286
Municipal Court	46,571	46,584	38,718	7,866
Public Safety	1,703,001	1,676,556	1,538,285	138,271
Public Works – Streets	1,468,969	1,457,913	1,295,422	162,491
Public Works – Buildings & Grounds	664,908	663,194	616,834	46,360
Information Center	225,195	222,488	184,255	38,233
Marketing	344,772	347,497	296,473	51,024
Engineering	311,341	287,040	265,482	21,558
Total Expenditures	6,830,688	6,733,199	6,068,868	664,331
Excess Revenues Over (Under) Expenditures	(201,664)	(122,857)	829,764	952,621
<u>Other Financing Sources (Uses):</u>				
Transfers In (Out)	(200,000)	(208,000)	(208,000)	-
Excess of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing (Uses)	(401,664)	(330,857)	621,764	952,621
Fund Balances – Beginning	2,749,207	2,749,207	2,749,208	1
Fund Balances – Ending	\$ 2,347,543	\$ 2,418,350	\$ 3,370,972	\$ 952,622

The accompanying notes are an integral part of these financial statements.

TOWN OF EAGLE, COLORADO
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
SPECIAL REVENUE FUND – CONSERVATION TRUST FUND
For the Year Ended December 31, 2018

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
<u>Revenues:</u>				
Intergovernmental	\$ 32,000	\$ 33,450	\$ 34,163	\$ 713
Interest	1,152	1,840	2,378	538
Total Revenues	33,152	35,290	36,541	1,251
<u>Expenditures:</u>				
Capital Projects	75,000	75,000	75,000	-
Total Expenditures	75,000	75,000	75,000	-
Excess Revenues Over (Under) Expenditures	(41,848)	(39,710)	(38,459)	1,251
<u>Other Financing Sources (Uses):</u>				
Transfers In (Out)	-	-	-	-
Excess of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing (Uses)	(41,848)	(39,710)	(38,459)	1,251
Fund Balances – Beginning	98,138	98,138	98,138	-
Fund Balances – Ending	\$ 56,290	\$ 58,428	\$ 59,679	\$ 1,251

The accompanying notes are an integral part of these financial statements.

TOWN OF EAGLE, COLORADO
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
SPECIAL REVENUE FUND – OPEN SPACE PRESERVATION
For the Year Ended December 31, 2018

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
<u>Revenues:</u>				
Taxes-Local	\$ 134,500	\$ 141,015	\$ 150,425	\$ 9,410
Intergovernmental Grants	-	10,000	8,585	(1,415)
Other Revenues	300	300	500	200
Interest	<u>1,440</u>	<u>6,000</u>	<u>8,693</u>	<u>2,693</u>
Total Revenues - Budgetary	<u>136,240</u>	<u>157,315</u>	<u>168,203</u>	<u>10,888</u>
<u>Expenditures:</u>				
Open - space Preservation	<u>154,813</u>	<u>163,343</u>	<u>123,098</u>	<u>40,245</u>
Total Expenditures - Budgetary	<u>154,813</u>	<u>163,343</u>	<u>123,098</u>	<u>40,245</u>
Excess Revenues Over (Under) Expenditures	(18,573)	(6,028)	45,105	51,133
<u>Other Financing Sources (Uses):</u>				
Transfers In (Out)	<u>-</u>	<u>8,000</u>	<u>8,000</u>	<u>-</u>
Excess of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing (Uses)	(18,573)	1,972	53,105	51,133
Fund Balances–Beginning	<u>210,762</u>	<u>210,762</u>	<u>210,762</u>	<u>-</u>
Fund Balances–Ending	<u>\$ 192,189</u>	<u>\$ 212,734</u>	<u>\$ 263,867</u>	<u>\$ 51,133</u>

The accompanying notes are an integral part of these financial statements.

OTHER SUPPLEMENTAL INFORMATION

GENERAL FUND

TOWN OF EAGLE, COLORADO
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES – BUDGET AND ACTUAL
GENERAL FUND
For the Year Ended December 31, 2018

	Final Budget	Actual	Variance Favorable (Unfavorable)
REVENUES & OTHER FINANCING SOURCES:			
TAXES – LOCAL:			
Real Property Taxes	\$ 290,833	\$ 291,498	\$ 665
Specific Ownership Taxes	14,000	14,765	765
Sales Taxes – General	4,223,406	4,322,829	99,423
Severance Tax Refund	212	212	-
Franchise Taxes	211,090	215,278	4,188
Marketing Taxes	141,000	149,612	8,612
TOTAL TAXES - LOCAL	4,880,541	4,994,194	113,653
LICENSES & PERMITS:			
Business and Liquor Licenses	38,875	40,411	1,536
Marketing Fee	8,000	7,658	(342)
Building and Other Permits	253,350	334,455	81,105
TOTAL LICENSES & PERMITS	300,225	382,524	82,299
INTERGOVERNMENTAL			
Motor Vehicle License Fee	30,000	30,625	625
Highway Users Tax	291,438	287,542	(3,896)
Cigarette Tax	11,000	11,417	417
Road & Bridge Tax	83,430	86,510	3,080
County Sales Tax	138,000	145,770	7,770
Federal Mineral Lease Revenues	244	244	-
TOTAL INTERGOVERNMENTAL	554,112	562,108	7,996
CHARGES FOR SERVICES			
Planning and Zoning Fees & Reimbursements	118,500	106,903	(11,597)
Facility Usage Fees & Deposits	51,500	51,768	268
Other Revenues and Reimbursable Income	36,900	41,398	4,498
Administrative Services – Enterprise Funds	169,877	169,877	-
TOTAL CHARGES FOR SERVICES	376,777	369,946	(6,831)
FINES, FORFEITS & PENALTIES – TOTAL	80,000	59,354	(20,646)
INFORMATION CENTER SALES – TOTAL	177,076	175,114	(1,962)
INTEREST INCOME – TOTAL	126,000	199,418	73,418
MISCELLANEOUS/OTHER			
Rental Income	9,360	16,943	7,583
Sale of Assets	43,000	43,000	-
Insurance Proceeds	-	29,840	29,840
Grants and Contributions	48,251	56,120	7,869
Other	15,000	10,071	(4,929)
TOTAL MISCELLANEOUS/OTHER	115,611	155,974	40,363
TOTAL REVENUES AND OTHER FINANCING SOURCES	\$ 6,610,342	\$ 6,898,632	\$ 288,290

The accompanying notes are an integral part of these financial statements.

TOWN OF EAGLE, COLORADO
SCHEDULE OF EXPENDITURES AND OTHER FINANCING USES– BUDGET AND ACTUAL
GENERAL FUND
For the Year Ended December 31, 2018

	Final Budget	Actual	Variance Favorable (Unfavorable)
EXPENDITURES & OTHER FINANCING USES:			
GENERAL GOVERNMENT:			
Personnel Services	\$ 225,407	\$ 213,288	\$ 12,119
Supplies	5,100	8,171	(3,071)
Purchased Services	189,300	138,170	51,130
Insurance	25,000	20,654	4,346
Community Requests/Grants	50,000	44,814	5,186
TOTAL GENERAL GOVERNMENT	494,807	425,097	69,710
GENERAL ADMINISTRATION:			
Personnel Services	587,993	554,718	33,275
Supplies	11,550	9,426	2,124
Purchased Services	180,658	163,519	17,139
Insurance	28,688	25,479	3,209
Capital Outlay	16,250	13,465	2,785
TOTAL GENERAL ADMINISTRATION	825,139	766,607	58,532
COMMUNITY DEVELOPMENT:			
Personnel Services	388,439	348,534	39,905
Supplies	4,895	3,895	1,000
Purchased Services	313,047	283,720	29,327
Capital Outlay	5,600	5,546	54
TOTAL COMMUNITY DEVELOPMENT	711,981	641,695	70,286
MUNICIPAL COURT:			
Personnel Services	37,459	34,915	2,544
Supplies	1,400	554	846
Purchased Services	7,725	3,249	4,476
TOTAL MUNICIPAL COURT	46,584	38,718	7,866
PUBLIC SAFETY:			
Personnel Services	1,294,282	1,159,868	134,414
Supplies	69,751	64,481	5,270
Purchased Services	289,648	289,720	(72)
Insurance	22,875	24,216	(1,341)
TOTAL PUBLIC SAFETY	1,676,556	1,538,285	138,271

(continued on next page)

The accompanying notes are an integral part of these financial statements.

	Final Budget	Actual	Variance Favorable (Unfavorable)
(continued)			
PUBLIC WORKS – STREETS:			
Personnel Services	\$ 560,863	\$ 509,650	\$ 51,213
Supplies	181,650	160,105	21,545
Purchased Services	692,400	606,570	85,830
Insurance	<u>23,000</u>	<u>19,097</u>	<u>3,903</u>
TOTAL PUBLIC WORKS - STREETS	<u>1,457,913</u>	<u>1,295,422</u>	<u>162,491</u>
PUBLIC WORKS – BUILDINGS & GROUNDS:			
Personnel Services	341,248	318,393	22,855
Supplies	98,200	84,088	14,112
Purchased Services	200,446	192,518	7,928
Insurance	16,000	17,467	(1,467)
Capital Outlay	<u>7,300</u>	<u>4,368</u>	<u>2,932</u>
TOTAL PUBLIC WORKS – BLDGS & GROUNDS	<u>663,194</u>	<u>616,834</u>	<u>46,360</u>
INFORMATION CENTER:			
Personnel Services	84,496	71,937	12,559
Supplies	3,250	2,243	1,007
Purchased Services	9,570	8,418	1,152
Goods for Resale/Consignment and Sales Tax	<u>125,172</u>	<u>101,657</u>	<u>23,515</u>
TOTAL INFORMATION CENTER	<u>222,488</u>	<u>184,255</u>	<u>38,233</u>
MARKETING:			
Personnel Services	115,807	109,529	6,278
Supplies	8,405	8,299	106
Purchased Services	<u>223,285</u>	<u>178,645</u>	<u>44,640</u>
TOTAL MARKETING	<u>347,497</u>	<u>296,473</u>	<u>51,024</u>
ENGINEERING:			
Personnel Services	242,990	240,592	2,398
Supplies	19,750	8,542	11,208
Purchased Services	<u>24,300</u>	<u>16,348</u>	<u>7,952</u>
TOTAL ENGINEERING	<u>287,040</u>	<u>265,482</u>	<u>21,558</u>
OTHER FINANCING USES:			
Operating Transfers Out	<u>208,000</u>	<u>208,000</u>	<u>-</u>
TOTAL OTHER FINANCING USES	<u>208,000</u>	<u>208,000</u>	<u>-</u>
TOTAL EXPENDITURES AND OTHER FINANCING USES	<u>\$ 6,941,199</u>	<u>\$ 6,276,868</u>	<u>\$ 664,331</u>

OTHER SUPPLEMENTAL INFORMATION

CAPITAL PROJECTS FUND

TOWN OF EAGLE, COLORADO
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
CAPITAL PROJECTS FUND
For the Year Ended December 31, 2018

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
<u>Revenues:</u>				
Use Tax	\$ 325,000	\$ 315,000	\$ 353,198	\$ 38,198
Community Enhancement Tax	44,047	44,047	45,547	1,500
Impact Fees and Assessments	55,000	35,000	41,177	6,177
Intergovernmental Revenues	150,000	-	-	-
Interest and Miscellaneous	44,003	77,003	87,127	10,124
Total Revenues	618,050	471,050	527,049	55,999
<u>Expenditures:</u>				
General Government:				
Pool & Ice Rink Maintenance Fund	50,000	50,000	50,000	-
Town Hall/Shop Improvements	35,000	35,000	34,769	231
Town Parks/ Trails	245,000	245,000	244,808	192
Public Safety:				
Records Management System IGA	33,000	33,000	33,000	-
Patrol Vehicles	44,950	44,950	49,646	(4,696)
Public Works – Streets:				
Transportation/ROW Improvements	270,000	70,000	28,005	41,995
Building and Grounds:				
4 x 4 Pickup	32,000	32,000	31,586	414
Trailer	6,200	6,200	6,055	145
Total Expenditures	716,150	516,150	477,869	38,281
Excess Revenues Over (Under) Expenditures	(98,100)	(45,100)	49,180	94,280
<u>Other Financing Sources (Uses):</u>				
Transfers In (Out)	200,000	200,000	200,000	-
Excess of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing (Uses)	101,900	154,900	249,180	94,280
Fund Balances – Beginning	4,464,407	4,464,407	4,464,407	-
Fund Balances – Ending	\$ 4,566,307	\$ 4,619,307	\$ 4,713,587	\$ 94,280

The accompanying notes are an integral part of these financial statements.

OTHER SUPPLEMENTAL INFORMATION

SALES TAX CAPITAL IMPROVEMENT PROJECTS FUND

TOWN OF EAGLE, COLORADO
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
SALES TAX CAPITAL IMPROVEMENT PROJECTS FUND
For the Year Ended December 31, 2018

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
<u>Revenues:</u>				
Sales Tax	\$ 512,543	\$ 522,669	\$ 534,287	\$ 11,618
Interest and Other Revenues	38,980	38,980	77,091	38,111
Total Revenues	<u>551,523</u>	<u>561,649</u>	<u>611,378</u>	<u>49,729</u>
<u>Expenditures:</u>				
General Government:				
Purchased Services	44,087	44,087	18,333	25,754
Capital Outlay	4,250,000	4,256,500	4,259,205	(2,705)
Contingency	74,890	-	-	-
Debt Service:				
Principal	90,000	90,000	90,000	-
Interest	231,137	231,137	231,137	-
Total Expenditures	<u>4,690,114</u>	<u>4,621,724</u>	<u>4,598,675</u>	<u>23,049</u>
Excess Revenues Over (Under) Expenditures	(4,138,591)	(4,060,075)	(3,987,297)	72,778
<u>Other Financing Sources (Uses):</u>				
Transfers In (Out)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing (Uses)	(4,138,591)	(4,060,075)	(3,987,297)	72,778
Fund Balances – Beginning	<u>5,306,543</u>	<u>5,306,543</u>	<u>5,306,543</u>	<u>-</u>
Fund Balances – Ending	<u>\$ 1,167,952</u>	<u>\$ 1,246,468</u>	<u>\$ 1,319,246</u>	<u>\$ 72,778</u>

The accompanying notes are an integral part of these financial statements.

OTHER SUPPLEMENTAL INFORMATION

NON-MAJOR SPECIAL REVENUE FUNDS

TOWN OF EAGLE, COLORADO
COMBINING BALANCE SHEET
SPECIAL REVENUE FUNDS
For the Year Ended December 31, 2018

	Special Revenue Funds		
	Conservation Trust Fund	Open Space Preservation Fund	Total
<u>Assets:</u>			
Current Assets:			
Cash and Investments	\$ 59,679	\$ 255,245	\$ 314,924
Taxes and Other Receivables	<u>-</u>	<u>14,858</u>	<u>14,858</u>
Total Assets	<u>\$ 59,679</u>	<u>\$ 270,103</u>	<u>\$ 329,782</u>
<u>Liabilities and Fund Equity</u>			
Current Liabilities:			
Accounts Payable	\$ -	\$ 5,617	\$ 5,617
Accrued Payroll	<u>-</u>	<u>619</u>	<u>619</u>
Total Liabilities	-	6,236	6,236
Fund Equity:			
Fund Balances – Committed	-	263,867	263,867
Fund Balances – Restricted	<u>59,679</u>	<u>-</u>	<u>59,679</u>
Total Liabilities and Fund Equity	<u>\$ 59,679</u>	<u>\$ 270,103</u>	<u>\$ 329,782</u>

The accompanying notes are an integral part of these financial statements.

TOWN OF EAGLE, COLORADO
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
SPECIAL REVENUE FUNDS
For the Year Ended December 31, 2018

	Special Revenue Funds		
	Conservation Trust Fund	Open Space Preservation Fund	Total
<u>Revenues:</u>			
Taxes - Local	\$ -	\$ 150,425	\$ 150,425
Intergovernmental	34,163	8,585	42,748
Interest and Other Revenues	<u>2,378</u>	<u>9,193</u>	<u>11,571</u>
Total Revenues	<u>36,541</u>	<u>168,203</u>	<u>204,744</u>
<u>Expenditures:</u>			
Capital Projects	75,000	-	75,000
Open-space Preservation	<u>-</u>	<u>123,098</u>	<u>123,098</u>
Total Expenditures	<u>75,000</u>	<u>123,098</u>	<u>198,098</u>
Excess Revenues Over (Under) Expenditures	(38,459)	45,105	6,646
<u>Other Financing Sources (Uses):</u>			
Transfers In (Out)	<u>-</u>	<u>8,000</u>	<u>8,000</u>
Excess of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing (Uses)	(38,459)	53,105	14,646
Fund Balances – Beginning	<u>98,138</u>	<u>210,762</u>	<u>308,900</u>
Fund Balances – Ending	<u>\$ 59,679</u>	<u>\$ 263,867</u>	<u>\$ 323,546</u>

The accompanying notes are an integral part of these financial statements.

OTHER SUPPLEMENTAL INFORMATION

PROPRIETARY (ENTERPRISE) FUNDS

TOWN OF EAGLE, COLORADO
SCHEDULE OF BUDGETARY BASED REVENUES AND EXPENDITURES
– BUDGET AND ACTUAL – WATER ENTERPRISE FUND
For the Year Ended December 31, 2018

	Water Enterprise Fund			Variance
	Original Budget	Final Budget	Actual	Favorable (Unfavorable)
<u>Budgetary Revenues:</u>				
GAAP Operating Revenues:				
Service Fees	\$ 4,070,067	\$ 3,603,867	\$ 3,666,546	\$ 62,679
Meters and Materials	47,500	42,500	102,682	60,182
GAAP Non-Operating Revenues:				
Interest & Investment Earnings	120,816	171,000	236,336	65,336
Accretion of Bond Premium	-	-	8,809	8,809
GAAP Capital Contributions:				
Intergovernmental Contributions	-	480,600	480,600	-
Tap and Improvement Fees	325,000	265,000	369,010	104,010
Plant Investment Fees	-	263,500	264,453	953
Proceeds from Long-term Debt	16,000,000	17,195,716	17,195,717	1
Less: Accretion of Debt Premium	-	-	(8,809)	(8,809)
Total Budgetary Revenues	<u>20,563,383</u>	<u>22,022,183</u>	<u>22,315,344</u>	<u>293,161</u>
<u>Budgetary Expenditures:</u>				
GAAP Operating Expenses:				
Personnel Services	586,641	492,275	414,319	77,956
Supplies	270,300	280,300	171,848	108,452
Purchased Services	496,400	544,717	380,399	164,318
Insurance	34,500	34,500	28,502	5,998
Depreciation	-	-	378,164	(378,164)
Contingency	50,000	50,000	-	50,000
GAAP Non-Operating Expenses:				
Debt Issue Costs	75,000	195,717	195,717	-
Interest and Fiscal Charges	51,821	147,034	228,002	(80,968)
Administrative Fee – General Fund	89,917	89,917	89,917	-
Debt Service Principal	232,959	423,448	423,424	24
Capital Outlay	6,716,200	5,836,200	3,430,918	2,405,282
Change in Accrued Interest	-	-	(80,946)	80,946
Change in Vacation/Comp Time Accrual	-	-	(256)	256
Less: Depreciation	-	-	(378,164)	378,164
Total Budgetary Expenditures	<u>8,603,738</u>	<u>8,094,108</u>	<u>5,281,844</u>	<u>2,812,264</u>
Budgetary Net Income (Loss)	<u>\$ 11,959,645</u>	<u>\$ 13,928,075</u>	<u>\$ 17,033,500</u>	<u>\$ 3,105,425</u>

The accompanying notes are an integral part of these financial statements.

TOWN OF EAGLE, COLORADO
SCHEDULE OF BUDGETARY BASED REVENUES AND EXPENDITURES
– BUDGET AND ACTUAL –WASTEWATER ENTERPRISE FUND
For the Year Ended December 31, 2018

	Wastewater Enterprise Fund			
	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
<u>Budgetary Revenues:</u>				
GAAP Operating Revenues:				
Service Fees	\$ 2,352,000	\$ 2,352,000	\$ 2,381,683	\$ 29,683
GAAP Non-Operating Revenues:				
Interest & Earnings on Investments	24,000	15,000	11,347	(3,653)
Accretion of Bond Premium	-	-	23,528	23,528
GAAP Capital Contributions:				
Tap and Improvement Fees	450,000	450,000	556,500	106,500
Less: Accretion of Bond Premium	<u>-</u>	<u>-</u>	<u>(23,528)</u>	<u>(23,528)</u>
Total Budgetary Revenues	<u>2,826,000</u>	<u>2,817,000</u>	<u>2,949,530</u>	<u>132,530</u>
<u>Budgetary Expenditures:</u>				
GAAP Operating Expenses:				
Personnel Services	333,892	334,124	310,959	23,165
Supplies	142,800	142,800	126,268	16,532
Purchased Services	470,010	470,010	359,678	110,332
Insurance	27,000	27,000	22,306	4,694
Depreciation	-	-	782,285	(782,285)
Contingency	50,000	-	-	-
GAAP Non-Operating Expenses:				
Interest and Fiscal Charges	285,745	285,745	278,133	7,612
Administrative Fee – General Fund	60,460	60,460	60,460	-
Debt Service Principal	655,246	655,246	655,246	-
Capital Outlay	190,000	310,000	267,541	42,459
Change in Accrued Interest	-	-	7,612	(7,612)
Change in Vacation/Comp Time	-	-	(5,795)	5,795
Less: Depreciation	<u>-</u>	<u>-</u>	<u>(782,285)</u>	<u>782,285</u>
Total Budgetary Expenditures	<u>2,215,153</u>	<u>2,285,385</u>	<u>2,082,408</u>	<u>202,977</u>
 Budgetary Net Income (Loss)	 <u>\$ 610,847</u>	 <u>\$ 531,615</u>	 <u>\$ 867,122</u>	 <u>\$ 335,507</u>

The accompanying notes are an integral part of these financial statements.

TOWN OF EAGLE, COLORADO
SCHEDULE OF BUDGETARY BASED REVENUES AND EXPENDITURES
– BUDGET AND ACTUAL – REFUSE ENTERPRISE FUND
For the Year Ended December 31, 2018

	Refuse Enterprise Fund			Variance
	Original Budget	Final Budget	Actual	Favorable (Unfavorable)
<u>Budgetary Revenues:</u>				
GAAP Operating Revenues:				
Service Fees	\$ 612,592	\$ 608,112	\$ 613,061	\$ 4,949
GAAP Non-Operating Revenues:				
Interest & Earnings on Investments	<u>1,800</u>	<u>2,683</u>	<u>2,760</u>	<u>77</u>
Total Budgetary Revenues	<u>614,392</u>	<u>610,795</u>	<u>615,821</u>	<u>5,026</u>
<u>Budgetary Expenditures:</u>				
GAAP Operating Expenses:				
Personnel Services	9,144	9,144	7,837	1,307
Supplies	3,250	3,250	351	2,899
Purchased Services	590,177	585,697	553,167	32,530
Depreciation	-	-	1,420	(1,420)
GAAP Non-Operating Expenses:				
Administrative Fee – General Fund	19,500	19,525	19,500	25
Less: Depreciation	<u>-</u>	<u>-</u>	<u>(1,420)</u>	<u>1,420</u>
Total Budgetary Expenditures	<u>622,071</u>	<u>617,616</u>	<u>580,855</u>	<u>36,761</u>
Budgetary Net Income (Loss)	<u>\$ (7,679)</u>	<u>\$ (6,821)</u>	<u>\$ 34,966</u>	<u>\$ 41,787</u>

The accompanying notes are an integral part of these financial statements.

ANNUAL STATEMENT OF RECEIPTS AND
EXPENDITURES FOR ROADS, BRIDGES AND STREETS

The public report burden for this information collection is estimated to average 380 hours annually.

LOCAL HIGHWAY FINANCE REPORT		City or County: Town of Eagle, Colorado	
		YEAR ENDING : DECEMBER 2018	
This Information From The Records Of Town of Eagle, Colorado		Prepared By: Phone:	JILLI E.KANE 970-328-6354

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE				
ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for no highway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES		III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES	
ITEM	AMOUNT	ITEM	AMOUNT
A. Receipts from local sources:		A. Local highway disbursements:	
1. Local highway-user taxes		1. Capital outlay (from page 2)	468,601
a. Motor Fuel (from Item I.A.5.)		2. Maintenance:	487,577
b. Motor Vehicle (from Item I.B.5.)		3. Road and street services:	
c. Total (a.+b.)		a. Traffic control operations	15,000
2. General fund appropriations		b. Snow and ice removal	200,000
3. Other local imposts (from page 2)	862,027	c. Other	25,000
4. Miscellaneous local receipts (from page 2)	166,167	d. Total (a. through c.)	240,000
5. Transfers from toll facilities		4. General administration & miscellaneous	75,000
6. Proceeds of sale of bonds and notes:		5. Highway law enforcement and safety	40,000
a. Bonds - Original Issues		6. Total (1 through 5)	1,311,178
b. Bonds - Refunding Issues		B. Debt service on local obligations:	
c. Notes		1. Bonds:	
d. Total (a. + b. + c.)		a. Interest	
7. Total (1 through 6)	1,028,194	b. Redemption	
B. Private Contributions		c. Total (a. + b.)	0
C. Receipts from State government		2. Notes:	
(from page 2)	318,166	a. Interest	
D. Receipts from Federal Government		b. Redemption	
(from page 2)		c. Total (a. + b.)	0
E. Total receipts (A.7 + B + C + D)	1,346,360	3. Total (1.c + 2.c)	0
		C. Payments to State for highways	
		D. Payments to toll facilities	
		E. Total disbursements (A.6 + B.3 + C + D)	1,311,178

IV. LOCAL HIGHWAY DEBT STATUS (Show all entries at par)					
	Opening Debt	Amount Issued	Redemptions	Closing Debt	
A. Bonds (Total)	0			0	
1. Bonds (Refunding Portion)					
B. Notes (Total)	0			0	

V. LOCAL ROAD AND STREET FUND BALANCE					
	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
	1,675,081	1,346,360	1,311,178	1,710,263	0

Notes and Comments:
The Town received Devolution proceeds to take over a portion of highway 6 in 2017. We received \$1,671,649 plus \$3,431.89 in interest in 2017. 2018 interest earned was \$35,182. The Town is saving these proceeds specifically for Grand Ave project in the future.

LOCAL HIGHWAY FINANCE REPORT		STATE:	
		Colorado	
		YEAR ENDING:	
		December 2017	

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL			
ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		A.4. Miscellaneous local receipts:	
a. Property Taxes and Assessments	0	a. Interest on investments	35,182
b. Other local imposts:		b. Traffic Fines & Penalties	44,475
1. Sales Taxes & Use Tax	806,085	c. Parking Garage Fees	
2. Infrastructure & Impact Fees	41,177	d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	
4. Licenses		f. Charges for Services	
5. Specific Ownership &/or Other	14,765	g. Other Misc. Receipts	
6. Total (1. through 5.)	862,027	h. Other Road & Bridge Tax	86,510
c. Total (a. + b.)	862,027	i. Total (a. through h.)	166,167
	(Carry forward to page 1)		(Carry forward to page 1)

ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		D. Receipts from Federal Government	
1. Highway-user taxes	287,541	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations	30,625	d. Federal Transit Admin	
d. Other (Specify)		e. U.S. Corps of Engineers	
e. Other (Specify)		f. Other Federal	
f. Total (a. through e.)	30,625	g. Total (a. through f.)	0
4. Total (1. + 2. + 3.f)	318,166	3. Total (1. + 2.g)	
			(Carry forward to page 1)

III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES - DETAIL			
	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
A.1. Capital outlay:			
a. Right-Of-Way Costs		2,945	2,945
b. Engineering Costs			0
c. Construction:			
(1). New Facilities			0
(2). Capacity Improvements		1,118	1,118
(3). System Preservation		449,899	449,899
(4). System Enhancement & Operation		14,639	14,639
(5). Total Construction (1) + (2) + (3) + (4)	0	465,656	465,656
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.5)	0	468,601	468,601
			(Carry forward to page 1)

Notes and Comments:



Town of Eagle Lower Basin Water Treatment Plant

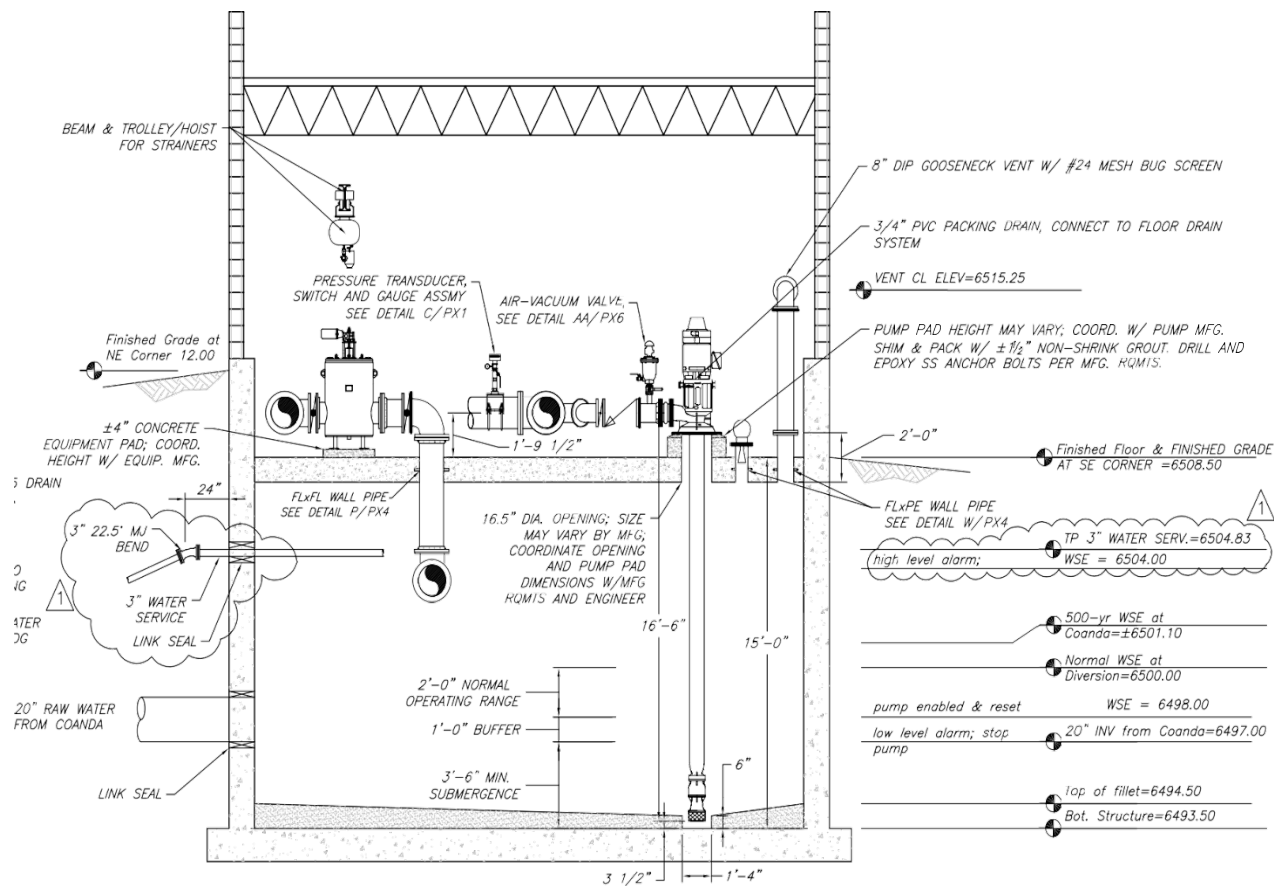
Progress Update 7-23-19

Project Background

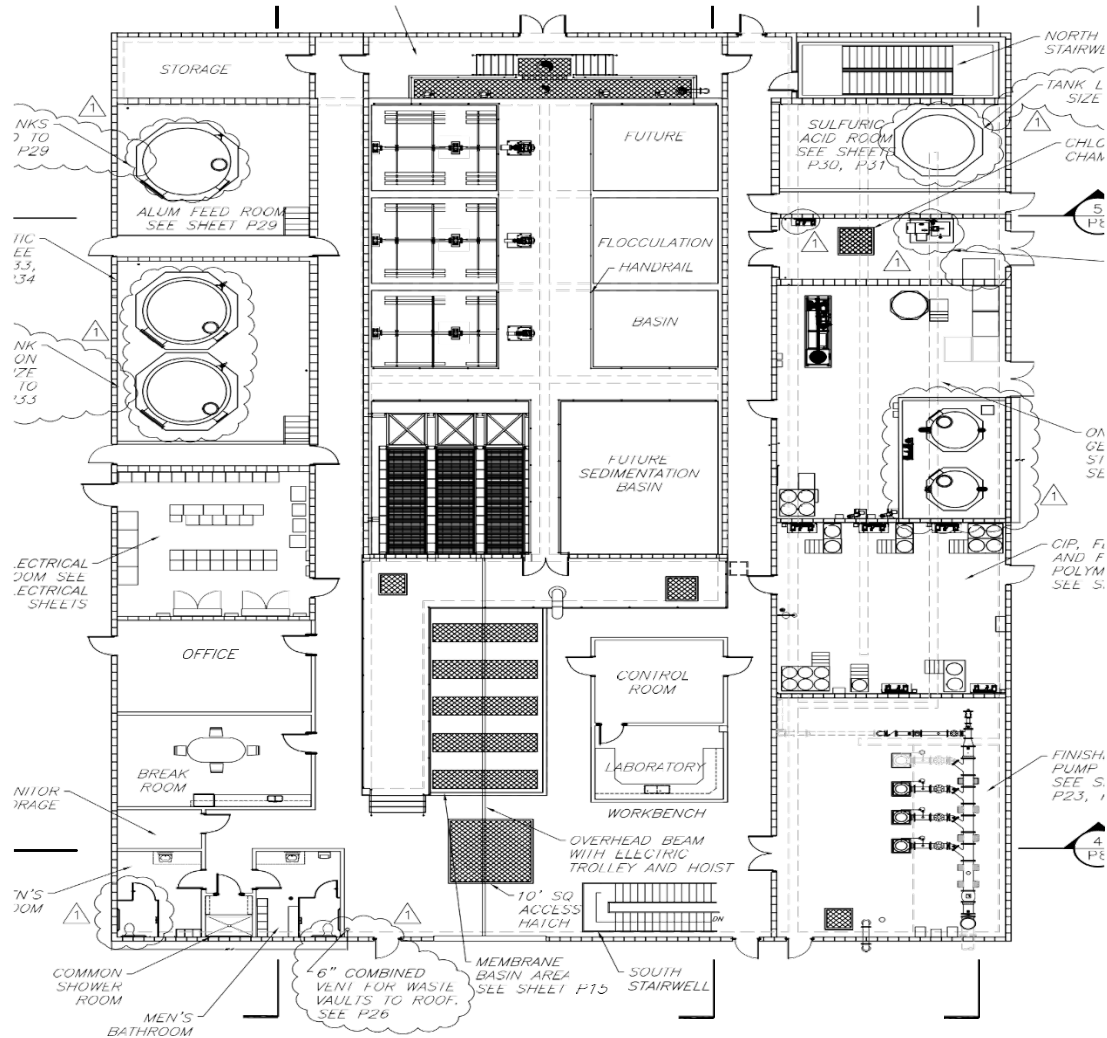
- New Water Treatment Plant, \$23.7M GMP
- 30% complete to date
- New Facilities Include:
 - Lower Brush Creek Diversion and Raw Water Screening,
 - Raw Water Pump Station,
 - Main Treatment Building,
 - Sludge Drying Beds and Lagoon



Raw Water Pump Station



Main Treatment Building



Main Treatment Building





Project Stats/Upcoming Work

Project Stats

- 2528 yds of concrete poured
- 25,000+ man hours worked
- 794,486 lbs. of rebar installed

Upcoming Work

- Form and Pour Concrete Walls at Membrane System
- Install Shoring System for Water Treatment Building Decks
- Install rebar, conduits, plumbing, and pour suspended Decks at Water Treatment Building
- Backfill, Dampproof, and Water test Treatment Building



Schedule and Cost

- Final Completion 30 Sept 2020
- Forecasted Cost at Completion \$23,684,255



We welcome anyone interested in a jobsite tour!





To: Mayor and Board of Trustees

From: Brandy Reitter, Town Manager

Date: July 23, 2019

Re: Town Manager Report

Administration & Organization

Town conducted interviews for the Marketing & Events Manager on July 12. Thanks Trustee Turnipseed and Holy Snyder from MEAC for assisting with the process. We had several highly qualified applicants. We narrowed down the candidates and selected the top candidate. Once we finalize the hiring details, we will announce the start date.

The next Source Water Protection Plan outreach meeting is scheduled for July 30 from 10 AM – 12 PM. At the meeting JW Associates and Eagle County will present wildfire potential in the Brush Creek Watershed. Derek Rose will be discussing operations at the Eagle Ranch Golf Club. The group will continue discussing potential sources of contamination in the lower Brush Creek Watershed.

The next Water Conservation and Efficiency Plan outreach meeting is scheduled for August 8 from 10 AM – 12 PM. At this meeting stakeholders will review efficiency opportunities and implementation plans.

April Kroner our next Community Development Director starts on July 25. Staff is very excited for her to join the team. On Friday 7/26, staff is hosting a welcome happy hour for her at Bonfire Brewery at 4 PM. We welcome any Trustees that would like to stop by and say hi. Please RSVP so we know if we need to post any notices.

In the 2019 budget, the BOT set aside \$5,000 for discretionary funding for requests that come up during the year. Those funds still remain for the board to use for requests. The community request budget was \$50,000 and we have spent \$24,250 to date. We will continue to draw down those funds as we are invoiced by grantees.

The Vail Valley Art Guild sent town a proposal to move into the vacant space at the old Town Hall. They have to move from their current space by the end of September. They have offered to paint their space and the building. We will review their proposal and hopefully it might be a good fit.

2020 Budget Development Process:

Staff has been working on the 2020 budget process and the next steps are below:

- All operating and CIP narratives for the budget are due on July 26.
- In August, administration staff is meeting with each department on budget requests.
- September 11 and 12 are budget workshops with the BOT.
- October 15 is when staff will present the proposed 2020 budget.

Economic Development and Planning

Pool & Ice Rink – Ice Cream Social events happened July 10-11th. Nearly 125 people participated from a variety of backgrounds. The project article made it into the Vail Daily last Sunday.

<https://www.vaildaily.com/news/mountain-recreation-delves-into-a-survey-for-eagle-pool-and-ice-rink-wishlist/>

We have received 486 responses to date, up from 412 on Friday. Below is a summary of the data we have collected:

- 364 (75%) of respondents have a zip code of 81631; next highest is 40 from Gypsum.
- We are hearing from mostly English-speaking families (99%).
- 75% of respondents have children at home; half of those have elementary school aged kids
- Respondents report the mountain bike trails (#1) and outdoor pool (#2) are most important to their households. Least important are the RC Car track and tennis courts.
- Of the facility improvements we could make, the outdoor pool improvements rated highest, followed by an indoor/outdoor convertible pool, fitness center, and gymnasium. Lowest on the list are child care, child watch, and an additional sheet of ice.
- Of the outdoor park amenities, we could improve, the top want is rest rooms. Next are biking improvements and outdoor shade. Lowest are turf play fields and a playground.
- Almost 98% said they would support improvements if they included the amenities listed as most important to the respondent.
- 185 people gave us their email addresses to share updates from Mountain Rec and the TOE.

River Park – Town is wrapping up the River Park but there are a few items that staff is tracking:

The executive committee met on July 12 and discussed the following:

- Town needs to follow up on the CDOT access permit for the Johnson's property.
- We sent the Eagle River Watershed Council notification that we will not retain their services for required river testing this fall.
- At the next meeting we need to finalize the prioritization list for future projects, so we can include that in the 2020 CIP.

- Develop metrics to benchmark the economic impact of the River Park.
- Highlight public works help fixing the trail for good PR.

Elevate Eagle – This project continues to move forward. Below are a few updates:

- Staff gave a presentation and update to P&Z on the status of Elevate Eagle. We will give the same presentation to the BOT on August 13.
- We are finishing up the opportunities phase of the comprehensive plan and are nearing the end of the Land Use Code audit.
- We have rescheduled the committee meetings for August 5 from 5:30 PM – 7:30 PM at Town Hall.

Broadband – There are several updates on broadband in Eagle:

Comcast:

- Staff sent Comcast town property locations for their hub-site to include in their engineering. Our attorney will send them an edited draft of the Franchise Agreement the week of July 29. We will work with Comcast on a timeline for the review of the agreement so we can communicate when the BOT might expect to review the documents.

THOR:

- The THOR steering committee met on July 18. We were informed that CDOT has made their conduit available for lease to a local provider. The town was told that it wasn't available. We are going to work with CDOT to gain access if it is available. This will save the town \$100,000 - \$140,000 for the construction of the meet-me-center.
- Equipment is coming in, and elements of the loop are starting to come online. The Waveservers are expected to arrive in August (what comprises the Meet-me Center), and Town construction will happen Sept-Nov.
- The steering committee is looking to draft bylaws to help decisions from local Meet-me Centers regarding rate cards for service, service commitments, and future investment.
- Mammoth, NWCCOG, and Ciena are working on marketing materials to share with host communities to assist in our local marketing and outreach efforts. These materials will better explain the service and equipment purchased by the Town.

Feasibility Study:

- Staff conducted 2 interviews with broadband firms on July 10. We have selected a firm and will make an announcement by the end of the month.
- Town is waiting to learn from DOLA about our grant award for the study.

Economic Vitality Committee – The group held their first meeting and discussed the following:

- Define vision, goals and objectives.
- Prioritize creating a strategy for economic development.
- Discuss incentives that the town can provide.
- Think about a website dedicated to economic development in Eagle.
- Create marketing collateral the highlights why businesses should locate to Eagle.
- The committee needs to develop a work plan that shows short and long-term projects.
- We need to ensure that meetings are posted.
- The next meeting is July 23.

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

- July 23 – Economic Vitality Committee meeting.
- July 29 – Alpine Lumber ArtWall art selection committee meets to discuss the parameters for art selection.
- July 30 – Eagle Broadband Committee meeting.
- August 1 – THOR Steering Committee meeting.
- August 5 – Elevate Eagle Committee meetings.

Reminders – *Updates on events or meetings that might be of interest to the Board of Trustees.*

- None currently.

Sincerely,



Brandy Reitter
Town Manager



To: Mayor and Board of Trustees

From: Brandy Reitter, Town Manager
John Usery, NV5

Date: July 23, 2019

Agenda Item: River Park Update

REQUEST:

Staff is requesting the Board of Trustees review Change Order #10 and the budget update for the River Park.

INTRODUCTION:

The River Park is wrapping up and NV5 is finalizing a small punch list of outstanding items. Staff has already indicated that we will have a few cost overruns. Some of these expenditures were from unforeseen conditions, code requirements, estimating, and damaged caused by flooding. Change Order #10 reflects expenses associated with cost overruns excluding flood damage. Repairs to the trail will be constructed by Public Works in late August. Cost overruns will need to be appropriated by fund balance at the end of the year when the budget is amended. Attached to this memo is Change Order #10 and the budget summary.

ANALYSIS:

The analysis of the change order and expenses are included in the attachments.

COMMUNITY INPUT:

Input not required.

BUDGET/STAFF IMPACT:

This proposal does impact the 2019 budget. The Below is a summary of outstanding items that will require an appropriation at the end of the year. We have broken out expenditures that we anticipated and items that were unforeseen.

Item:	Amount
Landscaping	\$3,000
Project Overruns	\$40,500
Change Order #10	\$64,512

Trail Repairs	\$6,000
Unforeseen Subtotal	\$114,012
S20 Velocity Testing per AMCE Permit	\$10,000
Anticipated Subtotal	\$10,000
Total	\$124,012

The appropriation might be less depending on how sales tax looks. Funds will likely come from both the River Park Sales Tax Fund and General Fund. When Jill returns, she will determine where funds will come from and seek BOT approval when everything is final. The deficit represents 2% of the total budget.

Fundraising efforts will offset project deficits when funders complete their commitments. We have approximately \$65,000 in funding committed to the park.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

While this proposal doesn't align with any specific strategic outcome identified in the strategic plan, funding the remaining items in the River Park will ensure that town can execute the vision for phase one of the park. The request does align with Strategic Outcome #4 Develop River Park Project, Maximize Economic Benefit.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve or deny Change Order #10. (*Roll Call Vote*)

ATTACHMENTS:

- Change Order #10
- River Park Budget Summary Table



Eagle Board of Town Trustees

Final Budget Reconciliation &
Change Order for Hobbs Excavating and Trucking
Eagle River Park

This memo is intended to summarize the final Eagle River Park Budget as well as describe a final Change Order proposed for Hobbs Excavating and Trucking and explain how this and several other factors impacted the final budget for Eagle River Park.

We are proposing a change order for Hobbs Excavating and Trucking (Exhibit B). The Town Entered a Not to Exceed Contract agreement with Hobbs Excavating and Trucking. Over the course of the project Hobbs incurred expenses greater than the Not to Exceed amount but has been held to the contract value for payment. As a result of the overage on expenses incurred, we are presenting a change order for work that is a result of unforeseen conditions or added scope. Throughout the project Hobbs Excavating and Trucking had intended to absorb several added items as part of their Not to Exceed Contract amount. However, due to the overage on cost incurred they have submitted a change order at the end of the project. Below is a summarization of which portions of the Change Order we would recommend accepting and rejecting. We recognize these changes were not submitted in a timely manner but feel they should still be considered.

Change Order 10 - Summary

Item	Recommend Accept	Recommend Reject	Comment
Sand Screening		\$5,100.00	Included in Contract
Export Unsuitable Soils	\$13,673.00	\$13,673.00	Due to the abnormal amount of precipitation this spring, Hobbs had to spend additional money to export saturated subgrade soils.
Street Cut for Gas line	\$6,906.54		Because of unforeseen conditions, a second gas line was required for Exhibit Hall.
Asphalt on Entrance		\$2,537.92	Included in Contract
Modify Water Line to Restroom	\$32,603.22		In order to meet Town standards the size of the water line to the restroom building was increased and a fire hydrant was added.
Hand Rails	\$11,330.00		A third set of handrails were required by code for all stairways, which were not part of the Contract Documents.
Additional Landscape Boulders		\$39,325.00	Included in Contract
TOTAL	\$64,512.76	\$60,635.92	

OFFICES NATIONWIDE

2650 18TH STREET, SUITE 202

DENVER, CO 80211

WWW.NV5.COM

OFFICE 303.351.5054

FAX

303.539.9840

CONSTRUCTION MANAGEMENT · QUALITY ASSURANCE · INFRASTRUCTURE ENGINEERING · PROGRAM MANAGEMENT · ENERGY SERVICES · ENVIRONMENTAL SERVICES

Overall, the final anticipated Eagle River Park expenditures for phase 1 are anticipated to fall approximately \$125,000 or 2% over the budget of \$6.4M. A summary of this budget and overages is included as Exhibit A. The overages are a result of several unforeseen conditions that were realized in the final months, which are described below:

1. Added Scope to Hobbs Excavating and Trucking Contract (Change Order 10 explained above).
2. Potential Modifications to Water Feature 4 (may need to add bollards similar to Water Feature 3).
3. Minor design revisions to meet code requirements
4. Abnormally High Water levels in June and July 2019 causing erosion of the maintenance path and damage to landscaping
5. Unanticipated additional external stakeholder coordination

The budget summary and anticipated overage does not include donations that have been pledged to date. We are tracking this number at approximately \$60,000.00.

Thank you,

John Usery, Project Manager
NV5



OFFICES NATIONWIDE

EXHIBIT A

Budget Status				
Budget Item	Budget	Invoiced to Date	Anticipated Invoices	(Over)/Under
Design				
Design Fees River & Path	\$297,353.00	\$290,683.06	\$16,670.23	-\$10,000.29
Design Fees Park	\$457,397.00	\$452,220.57	\$5,176.10	\$0.00
Project Coordinator	\$27,150.99	\$27,150.99	\$0.00	\$0.00
Marketing Consultant	\$11,988.00	\$11,987.55	\$0.00	\$0.00
3rd Party Review of In-River Design	\$12,086.00	\$12,086.19	\$0.00	\$0.00
Project Management/ Owners Representative	\$179,327.00	\$168,553.37	\$10,773.63	\$0.00
Other Soft Costs				
Park and Development Fees	\$1,500.00	\$1,506.01	\$0.00	\$0.00
Gas	\$13,784.00	\$13,784.00	\$0.00	\$0.00
Data/Phone	\$1,000.00	\$0.00	\$1,000.00	\$0.00
Electrical Primary - service fees	\$33,500.00	\$33,500.00	\$0.00	\$0.00
Surveying (property boundary)	\$46,500.00	\$49,980.00	\$0.00	-\$3,480.00
Material Testing	\$7,500.00	\$8,172.60	\$0.00	-\$672.60
Phase I ESA	\$3,300.00	\$3,300.00	\$0.00	\$0.00
Macroinvertebrate Monitoring	\$20,000.00	\$11,586.00	\$5,414.00	\$3,000.00
Water Quality Monitoring	\$12,676.00	\$12,676.00	\$0.00	\$0.00
Legal Fees	\$3,538.15	\$3,538.15	\$0.00	\$0.00
Monument Signage	\$1,225.00	\$1,225.00	\$0.00	\$0.00
Site Furniture	\$20,707.00	\$20,707.00	\$0.00	\$0.00
Hard Costs				
Permits	\$4,565.00	\$4,565.00	\$0.00	\$0.00
Construction - In River Waves & Riverbank	\$3,049,133.37	\$3,059,832.67	\$8,560.33	-\$19,259.63
Preconstruction - White Water Park	\$17,120.00	\$17,120.00	\$0.00	\$0.00
Preconstruction - Upland Park	\$21,079.00	\$21,079.00	\$0.00	\$0.00
Upland Park Construction	\$2,146,548.64	\$2,115,723.21	\$124,338.55	-\$93,513.12
Exhibit Hall/Meadows	\$11,339.00	\$11,338.73	\$0.00	\$0.00
PROJECT TOTAL	6,400,317.15	6,352,315.10	171,932.84	(123,925.64)

EXHIBIT B

Document G701™ – 2017
Change Order

PROJECT: (Name and address)
Eagle River Park
Upland Park

CONTRACT INFORMATION:
Contract For: General Construction

Date: November 28, 2017

CHANGE ORDER INFORMATION:
Change Order Number: 010

Date: July 23, 2019

OWNER: (Name and address)
Town of Eagle
200 Broadway
Eagle, CO 81631

ARCHITECT: (Name and address)
Alpine Engineering Inc.
PO Box 97,
Edwards, CO 81632

CONTRACTOR: (Name and address)
Hobbs Excavating and Trucking
1760 Gypsum Creek Rd.
Gypsum, CO 81637

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The contract is being modified to incorporate the following items:

Winter Conditions (Exporting Saturated Soils) for \$13,673.00
Gas Line Extension for \$6,906.64
Increasing Water Main Size and Added Fire Hydrant for \$32,603.22
Added Hand Rails as Required by Code \$11,330.00

The original Contract Sum was	\$	1,298,355.17
The net change by previously authorized Change Orders	\$	3,300,889.48
The Contract Sum prior to this Change Order was	\$	4,599,244.65
The Contract Sum will be increased by this Change Order in the amount of	\$	64,512.76
The new Contract Sum including this Change Order will be	\$	4,663,757.41

The Contract Time will be increased by Zero (19) days.
The new date of Substantial Completion will be June 15, 2019

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Alpine Engineering, Inc.

ARCHITECT (Firm name)



SIGNATURE

Gary Brooks

PRINTED NAME AND TITLE

7/19/19

DATE

Hobbs Excavating and Trucking

CONTRACTOR (Firm name)



SIGNATURE

Stewart Hobbs

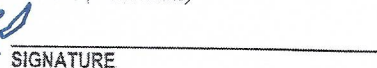
PRINTED NAME AND TITLE

7-19-19

DATE

Town of Eagle

OWNER (Firm name)



SIGNATURE

Anne McKibbin

PRINTED NAME AND TITLE

DATE

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User Notes:

(3B9ADA59)

Hobbs Excavating and Trucking

1760 Gypsum Cr. RD

ph. 970-524-7447

fax. 970-524-7501

cell 970-376-0885

email stewart@hobbsllc.comwww.hobbsexcavatingandtrucking.com**Cost for to screen beach sand**

ITEM #	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	as quoted to screen beach sand	ton	850	\$6.00	\$5,100.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
TOTAL					\$5,100.00
BOND 3%					\$153.00
GRAND TOTAL					\$5,253.00

Hobbs Excavating and Trucking

1760 Gypsum Cr. RD

ph. 970-524-7447

fax. 970-524-7501

cell 970-376-0885

email stewart@hobbsllc.comwww.hobbsexcavatingandtrucking.com**Cost to export muck excavation**

ITEM #	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	machine time excavating and loading muck excavation	CY	3000	\$5.25	\$15,750.00
2	truck time exporting muck excavaton	load	36	\$250.00	\$9,000.00
3	machine time pushing muck at dump site	load	36	\$50.00	\$1,800.00
4					\$0.00
5					\$0.00
TOTAL					\$26,550.00
BOND 3%					\$796.50
GRAND TOTAL					\$27,346.50

Hobbs Excavating and Trucking

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ph. 970-524-7447

fax. 970-524-7501

cell 970-376-0885

email stewart@hobbsllc.comwww.hobbsexcavatingandtrucking.com**Completion extension from winter conditions**

ITEM #	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	starting a month late due to extended winter conditions extended completion date to June 15th	days	19	1	19

Hobbs Excavating and Trucking

1760 Gypsum Cr. RD

ph. 970-524-7447

fax. 970-524-7501

cell 970-376-0885

email stewart@hobbsllc.com

www.hobbsexcavatingand trucking.com

Cost for extra street cut for gas line

ITEM #	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	cost to saw cut asphalt for extra street cut	LS	1	\$1,200.00	\$1,200.00
2	remove asphalt from extra street cut	SF	240	\$3.00	\$720.00
3	trench across Fairgrounds road for gas line backfill with road base	LF	60	\$35.00	\$2,100.00
4	cost for extra asphalt patch	ton	23.25	\$115.50	\$2,685.38
5					\$0.00
TOTAL					\$6,705.38
BOND 3%					\$201.16
GRAND TOTAL					\$6,906.54



Invoice

From: Elam Construction
556 Struthers Ave
Grand Junction, Co 81501

Date: 06/19/2018

Bill to: Hobbs Excavating and Trucking
1760 Gypsum Creek Road
Gypsum CO, 81637

Invoice Due Date: 07/19/2018

RE: 2500479- Fairgrounds Rd Patching

Customer # 12104

Cont.		Contract	Contract	Quantity		Unit	Amount	Amount
Item	Description	Amount	Quantity	This Period	U/M	Price	This Period	To- Date
30	4" Asphalt Paving	6,300.00	60.00	46.50	TN	105.00	4,882.50	4,882.50

Total To Date

Total Billed To Date:	4,882.50
Less Retainage:	0.00
Net Bill To Date:	4,882.50

Hobbs Excavating and Trucking

1760 Gypsum Cr. RD

ph. 970-524-7447

fax. 970-524-7501

cell 970-376-0885

email stewart@hobbsllc.comwww.hobbsexcavatingandtrucking.com**COST FOR ASPHALT PAVING AT EAST ENTRANCE**

ITEM #	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	As per 360 Paving proposal	LS	1	\$2,464.00	\$2,464.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
TOTAL					\$2,464.00
BOND 3%					\$73.92
GRAND TOTAL					\$2,537.92

BID PROPOSAL



360 Paving, LLC.

PO Box 2247

Gypsum, CO 81637

Contact: Chris Erdahl

Phone: 970-471-3107

Email: chris@360pave.com

Quote To:

Hobbs Excavating & Trucking

1760 Gypsum Rd.

Gypsum, CO 81637

Rowdy Hobbs 970-376-440

rowdy@hobbsllc.com

Job Name:

Eagle River Park

P19074

Phone:Plan Date:Architect/Engineer:Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization	1.00	LS	350.00	350.00
20	HMA (GR-SX)(75)(PG58-28)	14.00	TONS	135.00	1,890.00
GRAND TOTAL					\$2,240.00

NOTES:

1. One Mobilization is included additional mobilizations will be billed on a T&M Basis.
2. Scheduling will be upon the mutual agreement between the Owner/Owners Rep. and 360 Paving.
3. 360 Paving cannot guarantee complete drainage in areas with less than 2% of fall.
4. Permits, Permit Fees, Engineering, Surveying, Construction Staking are included.
5. Traffic control is not provided unless specifically stated in the bid item schedule.
6. Independant testing is not included.
7. Landscape and irrigation repair is not included
8. Subgrade stabilization is not included and will be performed on a T&M basis, per geotechnical engineer.
9. All work will be done under frost free conditions. No winter protection is included
10. Work performed after October 1st. are subject to void of warranty due to inability to meet temperature specifications.
11. No work that is other than what is specifically stated is included, implied or assumed to be completed.
12. Final billing will be on actual quantities installed.
13. PG 58-28 asphalt mix will be utilized on this project. Alternate mixes may be provided at additional charge.
14. Pricing is good for 30 days from the date of this proposal and may be repriced due to asphalt price fluctuations.
15. This proposal, in its entirety shall become part of any contract or subcontract agreement. This shall be accomplished by including a copy as an attachment to any contract or subcontract agreement.

All of the above work to be completed in a substantial and workmanlike manner for the sum of See Bid Item Schedule

This proposal must be accepted as provided and delivered to 360 Paving, LLC., 30 days from above date, or it shall expire.

The contract amount is payable to 360 Paving, LLC. monthly for work as it progresses with the entire balance payable upon completion unless otherwise provided in this contract or the Project Plans and Specifications.

The customer may order additional work or changes in writing at any time, at an agreed price or at the contractor's regular rates for the time and material work.

Hobbs Excavating and Trucking

1760 Gypsum Cr. RD

ph. 970-524-7447

fax. 970-524-7501

cell 970-376-0885

email stewart@hobbsllc.com

www.hobbsexcavatingand trucking.com

32K

Cost to change water line from 2" to 8" and add a fire hydrant

ITEM #	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	parts increase with mark up	LS	1	\$12,353.61	\$12,353.61
2	labor, machine time and concrete to install DIP line	LF	200	\$42.00	\$8,400.00
3	install fire hydrant with valve and 6" line	each	1	\$5,500.00	\$5,500.00
4	change from 2" tap by TOE to 8" hot tap	each	1	\$4,200.00	\$4,200.00
5	run 4" DIP line to bathroom instead of 2"	LS	1	\$1,200.00	\$1,200.00
TOTAL					\$31,653.61
BOND 3%					\$949.61
GRAND TOTAL					\$32,603.22

Independence Environmental Services

Invoice

PO BOX 464
Snowmass, CO 81654

Date	Invoice #
7/23/2018	2234

Bill To
Hobbs Construction 1760 Gypsum Creek Rd. Gypsum, CO 81637

P.O. No.	Terms	Project
June 2018	Net 30	

Quantity	Description	Rate	Amount
1	12" x 8" Poser Seal MJ x FL tap saddle, 1 - 8" Mueller DI Mj X FL Valve, 3 pc 7" Shut off boxes with lid, 8- 3/4" lf bolts with 8 - core ten nuts & installation	4,200.00	4,200.00
Thank you for your business. Make check to IES. Mail to PO BOX 464 Snowmass, CO 81654		Total	\$4,200.00

PACKING LIST

Grand Junction Pipe & Supply

Branch: 010 Gypsum

P.O. Box 849

Magna, UT 84044

USA



Invoice Number	
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Bill To:

Hobbs Excavating And Trucking
1760 Gypsum Creek Road
Gypsum, CO 81637
9705247447

Ship To:

Upland Park Eagle, CO - EXEMPT

Ordered By: Mr. ROWDY HOBBS

Direct: 970-376-4440

Customer ID: 101455

PO Number	Terms Description	Due Date	Job ID
upland park water line	Net 30	6/1/2018	

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
4/30/2018 14:35:17	2585658	Mark. Sharp	MASHARP

Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM	Disp.				

Carrier:

Tracking #:

162.00	162.00	0.00	LF		(001) 10217 DI PIPE CL52 TJ 8" CABLE-BOND/GSKT	LF	\$23.1294	\$3,746.96
18.00	18.00	0.00	LF		(002) 10211 DI PIPE CL52 TJ 6" CABLE-BOND/GSKT	LF	\$15.9258	\$286.66
40.00	40.00	0.00	FT		(003) 10231 DI PIPE CL52 TJ 4" W/ GSKT	FT	\$19.9647	\$798.59
1.00	1.00	0.00	EA		(004) 42907 GATE VLV MJXMJ 2361-23 8"	EA	\$1,057.0000	\$1,057.00
1.00	1.00	0.00	EA		(005) 42906 GATE VLV MJXMJ 2361-23 6"	EA	\$663.0000	\$663.00
1.00	1.00	0.00	EA		(006) 42905 GATE VLV MJXMJ 2361-23 4"	EA	\$520.0000	\$520.00
3.00	3.00	0.00	EA		(007) 10115 CI VALVE BOX BTM SEC 36" SCREW	EA	\$37.9522	\$113.86
3.00	3.00	0.00	EA		(008) 10141 BLAKE STREET VBC-36 COUPLING	EA	\$81.2500	\$243.75
3.00	3.00	0.00	EA		(009) 6886 CI VALVE BOX ADJ RISER/TOP 69	EA	\$22.0000	\$66.00
3.00	3.00	0.00	EA		(010) 10101 CI VALVE BOX LID 5-1/4" WATER	EA	\$7.7016	\$23.10

PACKING LIST

Grand Junction Pipe & Supply

Branch: 010 Gypsum

P.O. Box 849

Magna, UT 84044

USA



Invoice Number	
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ORDER NUMBER	
1638689	

Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM	Disp.				
1.00	1.00	0.00	EA		(012) 43812 DI MJ 45° ELL 4"	EA	\$35.9814	\$35.98
1.00	1.00	0.00	EA		(013) 43832 DI MJ TEE 8"	EA	\$149.3832	\$149.38
12.00	12.00	0.00	EA		(014) 43921 MEGALUG DI 8" 1108	EA	\$36.8987	\$442.78
12.00	12.00	0.00	EA		(015) 535491 MJ ACC KIT CORE BLUE 8" W/GSKT	EA	\$23.5714	\$282.86
1.00	1.00	0.00	EA		(016) 43873 DI MJ REDUCER BXB 8" X 6"	EA	\$63.3128	\$63.31
1.00	1.00	0.00	EA		(017) 43872 DI MJ REDUCER BXB 8" X 4"	EA	\$56.5906	\$56.59
2.00	2.00	0.00	EA		(018) 43920 MEGALUG DI 6" 1106	EA	\$24.2110	\$48.42
2.00	2.00	0.00	EA		(019) 535490 MJ ACC KIT CORE BLUE 6" W/GSKT	EA	\$23.0677	\$46.14
1.00	1.00	0.00	EA		(020) 43914 MEGALUG DI 4" 1104	EA	\$20.5249	\$20.52
1.00	1.00	0.00	EA		(021) 535489 MJ ACC KIT CORE BLUE 4" W/GSKT	EA	\$17.6507	\$17.65
2.00	2.00	0.00	EA		(023) 96972 GSKT DIP 4" SURE-STOP LOCKING TJ	EA	\$74.2857	\$148.57
6.00	6.00	0.00	EA		(024) 7773 GSKT DIP SURE-STOP LOCKING TJ 8"	EA	\$127.5058	\$765.03
1.00	1.00	0.00	EA		(025) 10355 TRACER TAPE DETC 6" X1000' WATER	EA	\$57.1948	\$57.19
500.00	500.00	0.00	LF		(026) 539810 UF WIRE 10 AWG BLACK X 500'	LF	\$0.2200	\$110.00
1.00	1.00	0.00	EA		(027) 10341 CHLORINE PIT TABLETS 5-LB JUG	EA	\$29.3981	\$29.40
2.00	2.00	0.00	EA		(028) 521776 SILICONE SIKASIL-GP CLEAR 10 OZ	EA	\$7.0889	\$14.18
440.00	440.00	0.00	LF		10350 POLY LAYFLAT WRAP 24" 2THRU8	LF	\$0.4252	\$187.09
2.00	2.00	0.00	EA		10360 POLY WRAP TAPE 2" X 100'	EA	\$4.7074	\$9.41
2.00	2.00	0.00	EA		7308 SWAB 4020 (24)	EA	\$9.5676	\$19.14
1.00	1.00	0.00	EA		3764 A-423 6'-6" BURY HYD NST	EA	\$2,709.0000	\$2,709.00

PACKING LIST

Grand Junction Pipe & Supply

Branch: 010 Gypsum

P.O. Box 849

Magna, UT 84044

USA



Invoice Number	
3594819	
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ORDER NUMBER	
1638689	

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Shipped	Remaining	UOM	Disp.	Item Description	UOM	Price	Price
3.00	3.00	0.00	EA		44109	EA	\$104.2242	\$312.67
DI ***EPXY*** MJ 45° ELL 8"								

Shipment Accepted By:

ROWDY HOBBS

Total Pieces: 1229 Total Lines: 31 Total Weight: 208.92 SUB-TOTAL: 13,044.23

SUMMARY OF ITEMS SHIPPED - THIS IS NOT A BILL

GRAND TOTAL: 13,044.23

CONTRACT PROPOSAL NO: 1615152**Grand Junction Pipe & Supply**

AN EQUAL OPPORTUNITY EMPLOYER

Gypsum - 240 Airpark Dr - Gypsum, CO 81637 - 970-524-4440

Customer: CONTRACTOR BIDDING**Contract Proposal Date:** 03/13/2018**Project Name:** EAGLE WATER PARK PHASE 1

We propose to furnish all of the materials and/or services listed below for the above named job for the following prices and subject to the terms and conditions stated. All quantities are approximate and are shown for the purpose of establishing unit prices. They are not to be considered as a guaranteed bill-of-materials and are subject to errors and omissions. Prices are good for 30 days from Contract Proposal Date, unless otherwise noted.

ITEM	QUANTITY	UOM	UNIT PRICE	TOTAL
PURE-CORE 250# CTS 2" X 200'	200.00	LF	1.65	\$329.60
TAP SDL BR2B 13.14"-14.58" X 2" CC	1.00	EA	213.05	\$213.05
BALL CORP CCXCOMP CTS 2" B-25008N	1.00	EA	221.97	\$221.97
BALL CURB COMP CTS 2" B-25209N	1.00	EA	326.15	\$326.15
CURB BOX ROD 2" X 69" (7')	1.00	EA	31.14	\$31.14
CURB BOX LESS ROD 2" X 6-1/2' H-10336	1.00	EA	79.93	\$79.93
COPPER TUBE K SOFT 2" X 40'	40.00	LF	15.11	\$604.20
LINER 2" CTS 506141	1.00	EA	7.63	\$7.63
SECTION SUBTOTAL:				\$1,813.68
EROSION				
STRAW WATTLE 9" X 25'	26.00	EA	19.35	\$503.16
STRAW WATTLE 9" X 10'	4.00	EA	10.87	\$43.50
WOOD STAKE/WATTLE 1"X1-1/8"X24"	375.00	EA	0.46	\$172.65
SECTION SUBTOTAL:				\$719.31
IRR LINE				
CL200** RING-TITE PVC PIPE 3"	1,420.00	LF	1.08	\$1,538.00
PVC40 22.5° ELL SXS 3" (5)	5.00	EA	7.26	\$36.28
PVC40 11.25° ELL SXS 3" (10)	4.00	EA	7.39	\$29.56
PVC40 45° ELL SXS 3" (10)	3.00	EA	5.06	\$15.17
SECTION SUBTOTAL:				\$1,619.02

*original water line***QUOTE TERMS:** Due Immediately**BY:** _____
Matthew Sharp**Notes:**

ALL ELECTRICAL FITTINGS ARE PER THE EACH. PLEASE VERIFY HOW MANY ARE NEEDED.

Hobbs Excavating and Trucking

1760 Gypsum Cr. RD

ph. 970-524-7447

fax. 970-524-7501

cell 970-376-0885

email stewart@hobbsllc.com

www.hobbsexcavatingand trucking.com

*Hand rail***Cost for hand rails on stairs**

ITEM #	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Highline steel invoices 282,283	LS	1	\$11,000.00	\$11,000.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
TOTAL					\$11,000.00
BOND 3%					\$330.00
GRAND TOTAL					\$11,330.00

Highline Steel, LLC

PO Box 37
CO 81637

Invoice

Date	Invoice #
5/6/2019	283

Bill To

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	balance water park hand rails	5,000.00	5,000.00
		Total	\$5,000.00

Highline Steel, LLC

PO Box 37
CO 81637

Invoice

Date	Invoice #
5/6/2019	282

Bill To

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	water park deposit	5,000.00	5,000.00
		Total	\$5,000.00

Hobbs Excavating and Trucking

1760 Gypsum Cr. RD

ph. 970-524-7447

fax. 970-524-7501

cell 970-376-0885

email stewart@hobbsllc.comwww.hobbsexcavatingandtrucking.com**Cost for additional landscape boulders**

ITEM #	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Purchase landscape boulders	load	14	\$1,650.00	\$23,100.00
2	trucking boulders	load	14	\$220.00	\$3,080.00
3	machine time and labor to set rocks with Zehren	HR	50	\$240.00	\$12,000.00
4					\$0.00
5					\$0.00
TOTAL					\$38,180.00
BOND 3%					\$1,145.40
GRAND TOTAL					\$39,325.40

4/30/2019

Shoup Land Development, Inc.

**21,000.00

Twenty-One Thousand and 00/100*****

Shoup Land Development, Inc.
P.O. Box 4277
Gypsum, CO 81637

Shoup Land Development, Inc.				4/30/2019	
Date	Type	Reference	Original Amt.	Balance Due	Discount
4/16/2019	Bill		21,000.00	21,000.00	
				Check Amount	Payment
					21,000.00
					21,000.00

Alpine Checking 0227 21,000.00

Shoup Land Development, Inc.				4/30/2019	
Date	Type	Reference	Original Amt.	Balance Due	Discount
4/16/2019	Bill		21,000.00	21,000.00	
				Check Amount	Payment
					21,000.00
					21,000.00

Alpine Checking 0227 21,000.00

Hobbs Excavating and Trucking

1760 Gypsum Cr. RD

ph. 970-524-7447

fax. 970-524-7501

cell 970-376-0885

email stewart@hobbsllc.comwww.hobbsexcavatingandtrucking.com**Cost for Johnson water drain**

ITEM #	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	60" inlet for drain	each	1	\$4,500.00	\$4,500.00
2	ADS pipe	LF	80	\$35.00	\$2,800.00
3	install drain	LS	1	\$3,500.00	\$3,500.00
4	grade to make drain work	LS	1	\$4,000.00	\$4,000.00
5					\$0.00
TOTAL					\$14,800.00
BOND 3%					\$444.00
GRAND TOTAL					\$15,244.00



**Board of Trustee
Mini Retreat Summary
June 26, 2019**

Purpose: The Board of Trustees attended a Mini Retreat facilitated by Tim Gagen to check on strategic items and to assess where we are as an organization. The discussion included policy items that the board would like to accomplish based on prioritization. Staff was also in attendance.

Provided is a summary of the outcomes discussed at the meeting:

What's Working

- The town is getting things done
- The board likes the structure for how we are moving forward
- We are developing good guiding documents

What's Not Working

- Staff is forcing fit with strategic objectives – be honest and let the board know if it isn't a fit
- The board would like to condense objectives in the strategic plan because there are redundancies – fine tune the document
- Staff needs to help the board prioritize strategic objectives

What's Next

- Evaluate staffing needs
- Work on vision and goals
- Focus on supporting reliable services
- Build organizational strength
- Highway 6/Grand Ave. planning and coordinate partners
- Succession planning
- Pool & Ice Rink planning and project CIP
- Fix things right away
- It's the little things that matter

Basic Services

- Info Center ROI and analysis – find partners to help
- Put people where they should be for better performance

Events

- Identify partners for events
- Analyze impact - events vs. sales tax
- Keep pushing and provide support for events
- Events should be strategic – use ROI
- Events need to add value for the people who live here
- Balance the number of little vs. bigger events

Needs and Wants

- Provide less funding support for the Eagle River Watershed Council
- Rise above the fray in dealing with the Eagle River Watershed Council
- Assess the Eagle River Watershed Council's value to the town
- Provide monthly budget reports to the board
- Get real with economic development
- Recruit more retail
- Develop an economic development strategy
- Parking fee in lieu to raise funds to deal with the issue
- Parking strategy
- Improve streetlights on Broadway
- Increase sidewalks everywhere
- Install Christmas lights on Market Street
- Look at Faith Texas's financial model to evaluate development
- Support property tax reform

Future Retreats

- Strong Towns training
- Ice breakers for new board members – team building
- BOT-wide training for new members
- Simon Sinek's leadership training

Anything Else

- Continue with the community survey
- Policy governance – do it

Conclusion

Staff will prioritize the action items on this list and will take an opportunity to prepare for what's next. Some of the discussion items will be reflected in the proposed 2020 budget for BOT consideration. Thanks for the input. This is good guidance as we move through the rest of 2019 – 2020.



To: Honorable Mayor McKibbin and Town Board of Trustees

From: Carrie McCool, Interim Town Planner

Date: July 23, 2019

Agenda Items: Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan

REQUEST: The applicant is requesting the Town Board of Trustees continue the Annexation, Planned Unit Development (PUD), Site Specific Development Plan and Subdivision Sketch Plan hearing to September 24, 2019.

BACKGROUND: On February 13, 2018, the Board of Trustees passed a resolution finding the Annexation Petition and Plat for Red Mountain Ranch to be in substantial compliance with Section 31-12-107(1) C.R.S. This resolution also set the date for the Public Hearing to determine if the proposed annexation complies with the Colorado Constitution and applicable sections of the Colorado Revised Statutes. The hearings have been continued in order to allow for the land use application process to continue.

ANALYSIS: The Planning and Zoning Commission considered the Red Mountain Ranch PUD, Subdivision Sketch Plan, Site Specific Development Plan (vesting of property rights) and Community Plan Exception Requests on February 19, 2019. The Annexation, PUD, Subdivision Sketch Plan and Site Specific Development Plan applications were noticed and heard at the June 11, 2019 Board of Trustees Public Hearing. The Town Board continued the applications to July 23, 2019. The applicant is requesting a continuance to September 24th to allow for concurrent processing of a Preliminary Plan and Final Plat.

COMMUNITY INPUT: The Annexation Petition and Plat have been noticed per Section 31-12-108, C.R.S. Colorado Revised Statute outlines that when a zoning application accompanies the annexation petition and plat, the required noticing for the zoning process should be followed and those notices shall be completed separate from the annexation notices. Staff has noticed the land use hearings in accordance with the town's municipal code.

BUDGET: None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: This request is in alignment with Major Objective 10: Address Essential Planning and Land-Use Challenges. Specifically, the project is being reviewed according to the Town of Eagle Land Use and Development Code as well as the Colorado Revised Statutes.

RECOMMENDED ACTION OR PROPOSED MOTION: A motion to continue the Annexation, PUD, Site Specific Development Plan and Subdivision Sketch Plan Public Hearing for Red Mountain Ranch to September 24, 2019.

ATTACHMENTS: None.



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager

Date: July 23, 2019

Agenda Item: Resolution 33-2019 Adopting the Employee Handbook

REQUEST:

Staff requests that the BOT review the changes of the handbook from the last presentation on June 25 in preparation of an approval on August 13.

BACKGROUND:

Staff presented a draft of the Employee Handbook on June 25 and requested feedback from the board. We received feedback from individual board members and have included those changes in a redline version attached to this memo. Staff also had one more chance to review the document and suggest a few minor changes. The next steps are to review and confirm the changes and let staff know if the proposed final draft is ready for adoption.

ANALYSIS:

The proposed changes from the June 25 are attached to this memo. Staff went through the document one more time based on feedback from staff and trustees.

BUDGET / STAFF IMPACT:

There will be budget implications for comp-time payouts and vacation leave for part-time employees. Staff will include these changes in the budget process.

COMMUNITY ENGAGEMENT:

- None required.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This report aligns with the following standards, values and policies:

- Sound Planning and Appropriate Investment – The revision of the Employee Handbook is an important policy document that gives guidance to employees and the organization. It also identifies investments made by the town in the workforce. This is a planning document that identifies high-level policies for the organization and mitigates risk to all parties. Having clearly defined policies will improve workplace conditions.

RECOMMENDED ACTION OR PROPOSED MOTION:

Review the changes from the meeting on June 25 and confirm the proposed final draft for adoption on August 13.

ATTACHMENTS:

- Resolution 33-2019
- Proposed Final Draft – Employee Handbook.

7/19/19 Handbook Edits for BOT Review

General edits fixed justifications, page breaks, formatting and more concise wording selected

1. Page 1, Date updated to August 1, 2019
2. Page 3, Table of Contents Workplace Bullying Section was moved from section 1.8 to section 4.3 per CIRSA recommendation
3. Page 3, Table of Contents Section 4, added Workplace Bullying Section as section 4.3, the numbering of Attendance and Punctuality and beyond changed to 4.4, 4.5, 4.6, etc.
4. Page 4, Table of Contents Section 6, changed 6.1 from “Generally” to “General Policy” to accommodate Mayor request.
5. Page 5, 1.2 Welcome to the Town: added the underlined to the sentence: “We consider the employees of the Town of Eagle to be one of its most valuable resources and we strive to create an employee friendly environment”, per Trustee Solomon request.
6. Page 7, 1.7 Anti-Harassment and Discrimination, modified language per CIRSA’s request. Deleted “this policy applies” now modified to add the following statement:
“The Town’s prohibitions of discrimination, harassment, including sexual harassment, and retaliation, apply to all employees including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.”
7. Page 8, Workplace Bullying moved to Section 4.3 per CIRSA’S recommendation
8. Page 10, “If” replaces of “as long as”
9. Page 12, 3rd paragraph, this language was moved from section 3.2 OT, Comp and Flex Time per CIRSA request, more applicable in section 3.1 Pay Periods and Pay Days
10. Page 13, 2nd paragraph, “if” replaces “in the event that”
11. Page 14, new placement for 4.3, Workplace Bullying, per CIRSA’S recommendation, added a statement that the problem-solving procedure applies to this type of policy violation.
12. Page 16 added “shorts may be acceptable when deemed appropriate by the department manager for specific job duties.
13. Page 19, 4.9 Workplace Searches, deleted 1st and 2 paragraphs about workplace searches per CIRSA’s recommendation and softened language for last paragraph.
14. Page 22 and 23, 4.13 Smoke and Tobacco Free Workplace, deleted bullet that policy applies to all visitors (citizens or vendors) and deleted board members per CIRSA, updated the radius to 25 feet of any entryway per CRS 25-14-204, that was recently updated.
15. Page 24, 4.15 Problem Solving, added language that this problem-solving policy doesn’t apply to Section 1.7 Anti-Harassment and Discrimination.
16. Page 25, 5.1 Town of Eagle Benefits, added employee assistance plan per Trustee Solomon
17. Page 26, 6.1 previously titled “Generally”, changed title to “General Policy” to accommodate Mayor’s request
18. Page 27, 6.3 Holidays, added more language to better define Floating Holiday per CIRSA.
19. Page 33, 6.8 Jury Duty, better defined exempt level employees continuing to receive salary while on Jury Duty.
20. Page 34-35, 7.2 Use of Town-Owned vehicles, added the term “negligent” to define when an employee would be responsible for tickets.

RESOLUTION NO. 33
(Series 2019)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO
ADOPTING THE TOWN OF EAGLE EMPLOYEE HANDBOOK

WHEREAS, the Board of Trustees of the Town of Eagle previously adopted by resolution Personnel Rules and Regulations on April 22, 2003 for use by its employees, and subsequently adopted amendments thereto; and

WHEREAS, the Town Manager has the authority to make changes, adjustments and interpretations to the handbook and has recommended changes in such personnel rules and policies that are necessary to effectively and efficiently manage the daily operations of the Town; and

WHEREAS, proposed changes to the Town's Personnel Rules and Regulations, originally adopted on March 2, 1976 and amended on April 22, 2003, have been incorporated into a new Town of Eagle Employee Handbook; and

WHEREAS, the Board of Trustees finds and determines the former Town of Eagle Personnel Handbook, now titled Town of Eagle Employee Handbook, should be adopted in order to update provisions to be compliant with current state and federal requirements and to establish the guidelines, policies and rules under which the Town's employees work.

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

1. The Town of Eagle Employee Handbook, attached hereto and incorporated herein by this reference, is hereby adopted as the new official handbook establishing the guidelines, policies and rules under which the Town's employees work.
2. The effective date of the use of the Town of Eagle Employee Handbook shall be August 1, 2019.
3. All provisions of the Town's previous Personnel Rules and Regulations, as adopted on March 2, 1976, and any amendments thereto, are hereby repealed and declared to be null and void as of August 1, 2019, the effective date of the new Town of Eagle Employee Handbook. Any other rules, regulations and written administrative procedures, including any Police Department rules, regulations and administrative procedures, expressly in conflict with the Town of Eagle Employee Handbook are hereby also declared to be null and void and of no effect as of August 1, 2019, the effective date of the new Town of Eagle Employee Handbook.

INTRODUCED, READ, PASSED AND ADOPTED by the Board of Trustees of the Town of Eagle, Colorado, at a regular meeting of the Board of Trustees held on July 23, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk



TOWN OF EAGLE

EMPLOYEE HANDBOOK

~~Updated July~~ Effective August 1, 2019

1.1 IMPORTANT INFORMATION ABOUT THE EMPLOYEE HANDBOOK

THIS HANDBOOK IS DESIGNED TO ACQUAINT EMPLOYEES WITH THE TOWN AND PROVIDE SOME INFORMATION ABOUT WORKING HERE. THE HANDBOOK IS NOT ALL INCLUSIVE BUT IS INTENDED TO PROVIDE EMPLOYEES WITH A SUMMARY OF SOME OF THE TOWN'S GUIDELINES. THIS EDITION SUPERCEDES AND REPLACES ALL PREVIOUSLY ISSUED EDITIONS AND ANY INCONSISTENT VERBAL OR WRITTEN POLICY STATEMENTS ISSUED PRIOR TO THIS HANDBOOK.

EMPLOYMENT WITH THE TOWN OF EAGLE IS AT-WILL. EMPLOYEES HAVE THE RIGHT TO END THEIR WORK RELATIONSHIP WITH THE TOWN, WITH OR WITHOUT ADVANCE NOTICE, FOR ANY REASON. THE TOWN HAS THE SAME RIGHT.

THE LANGUAGE USED IN THIS HANDBOOK, ANY BENEFIT PLAN, AND ANY VERBAL STATEMENTS MADE BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED; NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.

NO REPRESENTATIVE OF THE TOWN OF EAGLE, OTHER THAN THE TOWN MANAGER, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE TOWN MANAGER AND THE EMPLOYEE.

NO EMPLOYEE HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. AFTER READING THE HANDBOOK, EMPLOYEES WHO HAVE QUESTIONS SHOULD TALK WITH THEIR IMMEDIATE SUPERVISOR OR THE HUMAN RESOURCES DEPARTMENT. IN ADDITION, THE NEED MAY ARISE TO CHANGE, DELETE OR ADD TO THE GUIDELINES DESCRIBED IN THE HANDBOOK. EXCEPT FOR THE AT-WILL NATURE OF THE EMPLOYMENT, THE TOWN, THEREFORE, RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE. NO ORAL STATEMENTS OR REPRESENTATIONS CAN CHANGE THE PROVISIONS OF THIS EMPLOYEE HANDBOOK.

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Commented [LH1]: Per CIRSA, moved Workplace Bullying from Anti-Harassment and Discrimination to Standards of Conduct, recommended to be covered by the Problem-Solving guideline 4.15.

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1.2 WELCOME TO THE TOWN OF EAGLE

Whether you have just joined our staff or have been at the Town of Eagle for a while, we hope you will find our organization a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of the Town of Eagle to be one of its most valuable resources and we strive to create an employee friendly environment. This handbook has been written to serve as a guide for the employer/employee relationship.

Commented [LH2]: Added per MS request

1.3 EQUAL EMPLOYMENT OPPORTUNITY

The Town of Eagle is dedicated to the principles of equal employment opportunity. The Town prohibits unlawful discrimination against employees and applicants on the basis of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age 40 and over, ancestry, disability, genetic information, military status, marital status or any other classification protected by applicable local, state or federal laws.

1.4 RELIGIOUS ACCOMMODATION

The Town will make reasonable accommodation for employees whose work requirements interfere with a religious belief, unless doing so poses undue hardship on the Town of Eagle. Employees needing such accommodation are instructed to contact their supervisor or Human Resources immediately.

1.5 ADA AND OTHER ACCOMMODATION

The Town of Eagle will make reasonable accommodation for qualified individuals with known disabilities unless doing so would result in an undue hardship to the Town of Eagle or cause a direct threat to health or safety. Employees needing such accommodation are instructed to contact their supervisor or Human Resources immediately.

Pregnancy Accommodation

Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth.

Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy or the physical recovery from childbirth. If an employee requests an accommodation, the Town will engage in a timely, good-faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that will enable the employee to perform the essential functions of her position. A reasonable accommodation will be provided unless it imposes an undue hardship on the Town's business operations.

The Town may require that an employee provide a note from her health care provider detailing the medical advisability of the reasonable accommodation. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact the Human Resources Manager.

The Town of Eagle will not deny employment opportunities or retaliate against an employee because of an employee's request for a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.

1.6 NURSING MOTHER POLICY

To ease the transition of mothers returning to work following the birth of a child, lactation accommodation will be provided for nursing mothers. For up to two (2) years following a child's birth, nursing employees will be provided break time to express breast milk during the workday.

Nursing mothers will be permitted time to express milk during the workday, which typically will not exceed the normal time allowed for lunch and breaks. If additional time is needed above and beyond normal breaks/meal time, the supervisor and employee will agree upon a plan which might include the employee using annual leave/vacation time, arriving at work earlier, or leaving later.

The Town of Eagle will provide a private area for nursing employees to express breast milk in the facility where the person works.

1.7 ANTI-HARASSMENT AND DISCRIMINATION

The Town of Eagle strives to maintain a work environment free of unlawful harassment. In doing so, the Town of Eagle prohibits unlawful harassment because of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age 40 and over, ancestry, disability, genetic information, military status, marital status or any other classification protected by applicable local, state or federal laws.

Unlawful harassment includes verbal or physical conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Actions based on an individual's race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age 40 and over, ancestry, disability, genetic information, military status, marital status or any other classification protected by applicable local, state or federal laws will not be tolerated. Prohibited behavior may include but is not limited to the following:

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- Written form such as cartoons, e-mails, posters, drawings, or photographs.
- Verbal conduct such as epithets, derogatory comments, slurs, or jokes.
- Physical conduct such as assault or blocking an individual's movements.

The Town's prohibitions of discrimination, harassment, including sexual harassment, and retaliation, apply. This policy applies to all employees including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.

Commented [LH3]: Language recommended by CIRSA, this paragraph was listed twice, here and on page 8, only needed once.

Sexual Harassment

Because sexual harassment raises issues that are to some extent unique in comparison to other types of harassment, the Town believes it warrants separate emphasis.

The Town strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mails.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

Complaint Procedure

If you believe there has been a violation of the EEO policy or harassment based on a protected class, including sexual harassment, please use the following complaint procedure. The Town of Eagle expects employees to make a timely complaint to enable the Town to investigate and correct any behavior that may be in violation of this policy.

Report the incident to your Supervisor, Department Director, or Human Resources Manager. The Human Resources Manager will determine who will investigate the matter. Your complaint will be kept as confidential as practicable. If you prefer not to go to any of the above listed individuals with your complaint, you should report your complaint to the Town Manager.

The Town prohibits retaliation against an employee for filing a complaint under this policy or for assisting in a complaint investigation. If you perceive retaliation for making a complaint or your participation in the investigation, please follow the complaint procedure outlined above. The situation will be investigated.

If it is determined that an employee's behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.

Workplace Bullying

~~The Town of Eagle defines bullying as inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or during employment.~~

~~The purpose of this policy is to communicate to all employees, including supervisors and managers, that the Town will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.~~

~~Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when making decisions regarding discipline. It is the effect of the behavior upon the individual that is important. The Town considers the following types of behavior examples of bullying:~~

- ~~• **Verbal Bullying:** Slandering, ridiculing or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.~~
- ~~• **Physical Bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.~~
- ~~• **Gesture Bullying:** Non-verbal threatening gestures or glances that convey threatening messages.~~
- ~~• **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.~~

Complaint Procedure

~~If you believe there has been a violation of the EEO policy or harassment based on a protected class, including sexual harassment, please use the following complaint procedure. The Town of Eagle expects employees to make a timely complaint to enable the Town to investigate and correct any behavior that may be in violation of this policy.~~

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~~This policy applies to all employees including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.~~

~~The Town prohibits retaliation against an employee for filing a complaint under this policy or for assisting in a complaint investigation. If you perceive retaliation for making a complaint or your participation in the investigation, please follow the complaint procedure outlined above. The situation will be investigated.~~

~~If it is determined that an employee's behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.~~

SECTION 2 EMPLOYMENT POLICIES

2.1 EMPLOYEE CLASSIFICATIONS

The following terms are used to describe employees and their employment status:

Exempt Employees – ~~An~~ An employee who is not eligible for overtime pay.

Non-Exempt Employees – Nonexempt employees are eligible for paid overtime at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours per workweek or as required by state law. Sworn Police Officers, who work more than 86 hours in a two-week work period are eligible for paid overtime at one and one half their rate of pay, consistent with the provisions of Fair Labor Standards Act Section 207(k).

Full-Time Employees – Employees who are not temporary employees, and who are regularly scheduled to work a minimum of thirty (30) hours per work week.

Part-Time Employees – Employees who are regularly scheduled to work less than thirty (30) hours per work week.

Temporary Employees – Employees who are hired on a temporary basis to supplement the workforce or assist in the completion of specific projects. Employment assignments in this category are of limited duration, generally twelve (12) months or less, and may be of a seasonal or intermittent nature. Employment assignments may be extended at the discretion of the Town of Eagle.

2.2 CONFIDENTIALITY

During employment with the Town of Eagle, employees may have access to “Confidential Information” regarding the Town of Eagle.

The terms *sensitive*, *private*, and *confidential data* are often used interchangeably, and generally refers to information which is protected by privacy laws or exempt from release under the Colorado Open Records Act. Examples include, but are not limited to, personally identifiable information (name, date of birth, social security number, etc.), passwords, protected health information, certain legal and contractual information, credit or debit card information and certain personnel information.

Employees must protect this information by safeguarding it when in use, using it only for the business of the Town of Eagle and disclosing it only when authorized to do so. This duty of confidentiality applies whether the employee is on or off the Town’s premises, during and even after the end of the employee’s employment with the Town of Eagle. This duty of confidentiality also applies to communication transmitted by the Town of Eagle’s electronic communications. See also Internet, Email and Computer Use policy, herein.

2.3 EMPLOYMENT OF RELATIVES OR PERSONAL RELATIONSHIPS

Employment of Relatives

The Town may employ relatives of current employees except in the following situations:

- Relatives would be in a position to supervise another relative.
- Relatives have access to confidential information pertaining to another relative including payroll and personnel records.
- Relatives audit, verify, receive, or are entrusted with money handled by the other relative.

In cases of marriage formation of a civil union, or committed relationship between two employees residing together, if the above guidelines apply, one must transfer or resign.

These guidelines apply to all categories of employment, including full-time, part-time, and temporary classifications. They also apply to all relatives and individuals who are not legally related, but who reside with another employee in a committed relationship.

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Relatives subject to this policy include: Individuals (step, biological or adoptive) related to an employee as follows: Spouse or domestic partner (or party to a civil union), child, grandchild, parent, parent in-law, grandparent, sibling, sibling in-law, or others who are dependents of the employee.

No relative as defined above of any board member shall be employed in a position of the Town.

If current employees become relatives during employment, the Town of Eagle should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Town of Eagle's operations exists. If the Town of Eagle determines that such a problem exists, the Town of Eagle may take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

2.4 PERSONNEL RECORDS AND EMPLOYEE REFERENCES

The Town of Eagle maintains a personnel file and payroll records for each employee.

Employees may contact the Human Resource representative to request a time to review their personnel file and/or payroll records. With reasonable advance notice, an employee may review his or her own records in the Town's offices during regular business hours and in the presence of an individual appointed by the Town to maintain the records.

Employees should promptly report any change of address, telephone numbers, emergency information and family status to the Human Resource Manager as income tax status and group insurance may be affected by these changes.

The Town does not furnish open letters of recommendation addressed "To Whom It May Concern."

If employees receive a call inquiring about a former employee, please refer the caller to Human Resources. Only HR has the authority to respond to such inquiries. This restriction includes recommendations on social media sites and letters of recommendation.

2.5 POLITICAL ACTIVITY

The Town encourages employees to participate in matters of responsible citizenship. The Town will not interfere with the conduct of Town employees engaged in political activity, ~~as long as if~~ the activities are confined to hours when the employees are not on duty, are not campaigning in their official Town uniforms, and that the activities do not impair the employee's job efficiency or that of others.

Employees whose principle employment is in connection with federally financed activities are subject to the following federal requirements as a condition of such employment.

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Commented [LH4]: if, instead of "as long as"

Covered employees may not use their official authority or influence for the purposes of interfering with or affecting the results of elections or nominations for office.

In addition, they may not coerce, attempt to coerce, command, or advise other covered employees to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.

Political beliefs, activities, and affiliations are the private concern of the employee. An employee's work status is not affected by participating or not participating in lawful civic and political activities. No employee of the Town can directly or indirectly coerce or command any other employee to pay, lend, or contribute salary, compensation, service, or anything else of value to any political party, group, organization, or candidate.

Any Town employee may be a candidate for a partisan political office provided that the involvement does not interfere or present a conflict of interest with his or her job. If involvement is necessary during normal working hours, the individual must take vacation leave or leave without pay. Employees whose salary comes in part or in whole from federal government sources are subject to the Hatch Act and its revisions.

No employee will be forced to pay any contributions to any political organization whatsoever.

Employees will not be required to work for, or participate in, the support of any political candidate during their off-duty hours.

Employees may not engage in political activities during work hours or on Town property excluding voting.

SECTION 3 HOURS OF WORK AND PAY PRACTICES

3.1 PAY PERIODS AND PAY DAYS

Employees are paid on a bi-weekly basis (26 pay periods) on Fridays. If the regular payday falls on a Town holiday, employees will be paid on the last business day before the holiday.

Work Week, Pay Period and Pay: The work week starts at 12:00 a.m. each Saturday and ends at 11:59 p.m. the following Friday, except that sworn police officers shall have the work week defined below. Town of Eagle pay periods are biweekly and cover two weeks beginning with a Saturday and ending on a Friday. Pay for the pay period will be issued on the following Friday. No salary advances are allowed.

Work Periods for Sworn Police Officers ONLY: Sworn Police Officer pay is calculated on a “work period” basis. The “work period” is a period of 14 consecutive days beginning at 6:00 a.m. on alternating Saturdays and ending at 5:59 a.m. the Saturday following 14 days.

Full-time employees, except for Sworn Police Officers, shall have two specified days off per week. In case of emergency, or where required for the performance of essential public service, an employee may be required to work on the days the employee is normally off.

~~If you believe an improper deduction has been made to your pay, you should immediately report this information to Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be reimbursed.~~

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Commented [LH5]: This section was moved from section 3.2 OT, Comp and Flex Time per CIRSA, more applicable in section 3.1 Pay Periods and Pay Days.

3.2 OVERTIME COMPENSATION AND FLEXIBLE TIME

With the exception of sworn police officers, the Town encourages extra time worked by nonexempt employees in a standard work week to be flexed within the same workweek. If flexing of time would create an undue hardship of the operations of the Town, the Town may need nonexempt employees to work overtime on occasion. Employees will receive advance notice of necessary overtime whenever possible. An employee's supervisor must approve all overtime work in advance. Exempt employees are not eligible for overtime wages.

If an employee takes vacation, comp, or sick time during the work week, that time does not count towards hours worked for the purposes of calculating overtime. Vacation, comp, and sick time will only be used if hours do not exceed 40 in a work week or 80 in a work period.

Holidays are considered hours worked for the purposes of calculating overtime except for police officers or employees regularly scheduled for shift work assignments. See Holiday Policy section for impact of paid Holiday Leave for the purposes of calculating overtime.

Exempt employees must be paid on a salary basis. This means exempt employees will regularly receive a predetermined amount of compensation each pay period on a weekly basis. The Town is committed to complying with salary basis requirements which allows properly authorized deductions.

~~If you believe an improper deduction has been made to your salary, you should immediately report this information to Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be reimbursed.~~

3.3 COMPENSATORY TIME

The town encourages extra time worked in a standard workweek to be flexed within the same workweek. If flexing of time would create an undue hardship of the operations of the Town, at the option of the Town and non-exempt employee, comp-time may be taken and accrued in lieu of overtime pay, subject to the following:

- Comp-time shall be earned at one and one-half times the hours worked over 40 in the workweek and must be recorded on the timesheet.
- Comp time accrual may not exceed 40 hours total. Any overtime hours worked in excess of this limit will be paid at one and one-half times the regular rate.
- Comp time is required to be taken prior to using vacation leave.
- The employee is entitled to receive payout of unused accumulated comp time when employment is terminated or if a non-exempt employee status changes to an exempt employee.

An employee may use his/her accumulated comp-time off provided the scheduling of the time off does not unduly disrupt department operations; therefore, the employee and the Supervisor shall meet to determine a mutually acceptable schedule of time off. Employees must be permitted to use comp-time within a reasonable period as defined by FLSA after making their request for time off. ~~In the event that~~ if accrued comp time has not been taken by December 31, the balance of accrued comp time will be paid to the employee.

To ensure compliance with the spirit and intent of this policy, supervisors will be responsible for managing the accrual and usage of comp-time in conjunction with other requested time off.

3.4 MEAL AND REST PERIODS

Employee meal periods are important to Town productivity and employee health. Non-exempt employees will be provided a 15-minute rest period for each four hours or major fraction worked; if practical, in the middle of the work period. This time is counted and paid as time worked.

Employees scheduled to work a five-hour period, or more are entitled to a 30-minute unpaid meal period. Non-exempt employees are required to take a minimum of a 30-minute unpaid meal period. Some departments will schedule up to a one-hour unpaid lunch period. Non-exempt employees are required to track this unpaid meal period on their timesheet. When non-exempt employees find an uninterrupted meal period is impractical, with supervisor pre-approval, employee may be permitted to consume an "on-duty" meal while performing duties. Employees shall be fully compensated for the "on-duty" meal period without any loss of time or compensation.

Exempt employees, as they are paid a weekly salary regardless of the hours they work, may choose to take breaks as needed.

3.5 TIME RECORDS

Exempt and non-exempt employees are required to keep an accurate and complete record of their attendance and hours worked. The employee's supervisor and the employee must sign the Time Card before it is sent to payroll for processing. Time Cards should be submitted to payroll at the end of each pay period or work period.

Each employee's time sheet should indicate for each day/shift worked: the total amount of time in hours and quarter hours the employee worked each day/shift based on the time the employee began or stopped working at the start or end of a scheduled work period, less the time the employee took for meal breaks of 30 minutes or more and less any other time the employee stopped work during the scheduled work period, other than scheduled refreshment breaks.

Time Cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way. If falsification is discovered, disciplinary action will be taken, up to and including termination.

3.6 PERFORMANCE REVIEWS

At any time, employees should discuss any question they have about their performance with their supervisor. Employees may receive performance reviews from time to time. Please contact and advise your supervisor or Human Resources if more than one year has passed since receiving formal feedback.

SECTION 4 STANDARDS OF CONDUCT

4.1 GENERAL STANDARDS AND EMPLOYEE RELATIONSHIPS

Employees of the Town are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity and ethical behavior at all times. This not only involves respect for the rights and feelings of others, but also demands that employees, while conducting business on behalf of the Town, refrain from any behavior that might be harmful to themselves, their coworkers, and the Town, or that might be viewed unfavorably by the public at large.

Employee Relationships

The Town believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. If employees allow personal relationships with coworkers to negatively affect the working environment, employees may be subject to the appropriate provisions of the Town's disciplinary policies. Where doubt exists, employees should speak with human resources or their supervisor for clarification.

4.2 VIOLENCE IN THE WORKPLACE

Employees must not engage in intimidation, threats, or hostile behaviors, physical/verbal abuse, vandalism, arson, sabotage, bullying, or any other act which in the Town of Eagle's opinion is inappropriate to the workplace. In addition, bizarre or offensive comments regarding violent events and/or behavior are not tolerated.

The Town of Eagle prohibits the possession or use of unconcealed weapons on Town property, unless the employee is required to carry a concealed weapon as a job requirement or carries a lawful concealed carry permit. This guideline applies to all Town employees, contract and temporary employees, on Town property.

Concealed weapons for which the employee has a permit must be unloaded or properly disarmed to render them un-dischargeable or unusable while on Town property. Further, the employee with the concealed weapon who has a permit must report to Human Resources Manager or Town Manager that they are carrying a concealed weapon while on Town property and must show the Human Resources Manager the permit. Excluding police officers, you must provide the weapon for inspection to the Police Chief or Police Supervisor. Additional precautions may be taken depending upon the circumstances.

"Town property" covered by this guideline includes all Town of Eagle-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, and parking lots under the Town's ownership or control. This guideline also applies to all Town of Eagle-owned or leased vehicles and all vehicles that come onto Town property.

"Dangerous weapons" include, but are not limited to, handguns, firearms, explosives, and knives with blades 3 ½" greater, and other weapons further defined by Colorado statute. If employees have a question regarding whether an item is covered by this guideline, they should contact Human Resources. Employees have the responsibility to make sure that any item not specifically listed above that is possessed by the employee is not prohibited by this guideline.

The Town reserves the right at any time and at its discretion to search all Town-owned or leased vehicles and all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures, and persons entering its property, for determining whether any weapon has been brought onto its property or premises in violation of this guideline. Any employee failing or refusing to promptly permit a search under this guideline will be subject to discipline up to and including a discharge.

Duty to Notify

In furtherance of the above stated policy, employees are asked to notify their supervisors (unless the act involves the supervisors) and the Human Resource Department (and police department in the case of imminent danger) of any suspicious workplace activity, situations, or incidents that they observe or know of that involve other employees, customers, or visitors and that appear problematic. This would include for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like, made directly or indirectly. Employee reports made pursuant to this policy shall be held in confidence, to the maximum possible extent. The Town prohibits any form of retaliation against any

employee for making a report in good faith under this policy. Failure to abide by this policy will not be tolerated.

Any behavior listed above should be immediately reported to a supervisor or Human Resources representative. Complaints will receive attention and the situation will be investigated. Based on the results of the inquiry, action will be taken which management believes is appropriate. Employees should directly contact law enforcement personnel if they believe there is an imminent threat to the safety and health of employees or property.

4.3 Workplace Bullying

The Town of Eagle defines bullying as inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or during employment.

The purpose of this policy is to communicate to all employees, including supervisors and managers, that the Town will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when making decisions regarding discipline. It is the effect of the behavior upon the individual that is important. The Town considers the following types of behavior examples of bullying:

- Verbal Bullying: Slandering, ridiculing or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical Bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- Gesture Bullying: Non-verbal threatening gestures or glances that convey threatening messages.
- Exclusion: Socially or physically excluding or disregarding a person in work-related activities.

If you believe there has been a violation of the Workplace Bullying policy, please use the problem-solving procedure outlined at the end of this section.

Commented [LH6]: Per CIRSA, Move Workplace Bullying from the sexual harassment to a new section 4.3 since we don't want to suggest regulating bullying is only based on a protected class.

Commented [LH7]: Added a statement that the problem-solving procedure applies to this type of policy violation per Sam' Light stated: "It's current placement and language in Section 1.7 Anti-Harassment and Discrimination. Suggests it is regulating bullying only based on protected class, which I doubt you intend. If you move to 4.3, you can add language about complaints in that section. I think moving to 4.3 is better option."

4.34 ATTENDANCE AND PUNCTUALITY

Each employee is given a regular schedule to ensure all Departments are covered appropriately to handle Town requirements and needs.

Punctuality and regular attendance are essential to the successful operation of the Town of Eagle's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor (or another Supervisor if theirs is not available), prior to his or her starting time. Department Supervisors will define allowable methods of contact. Calling in for another employee is not acceptable. If an employee desires to modify their set schedule for any reason during the workday, the employee must obtain the approval of his or her supervisor in advance. If the employee fails to call his or her supervisor or report for work for three (3) consecutive workdays, the employee will be terminated from employment. Excessive absenteeism or tardiness will not be tolerated.

4.45 DISCIPLINE/DISCHARGE

Occasionally performance or other behavior falls short of our standards and/or expectations. When this occurs, management takes action, which in its opinion, seems appropriate.

Disciplinary actions can range from a formal discussion with the employee about the matter to immediate discharge. Action taken by management in an individual case does not establish a precedent in other circumstances.

4.56 ATTIRE AND GROOMING

It is important for all employees to project a professional image when at work by being appropriately attired. Due to the frequent interaction with the public, standards of personal appearance and personal apparel have been determined. What we wear to work reflects the pride we have in our organization, in what we do, and in ourselves. Although attire will vary according to job responsibilities, we ask that your appearance always show discretion, good taste, and appropriateness for the safe performance of your job. Body odor, bad breath, cigarette smoke and excessive use of perfume or cologne are offensive to coworkers and to the public. Please take the necessary precautions with regular bathing, deodorant and good dental hygiene. General guidelines are as follows:

- Employees are expected to dress in a manner normally acceptable in professional business establishments.
- While on duty, no member shall display a tattoo that contains language or pictures that are offensive to others in the workplace that are based on racial, sexual, religious, ethnic or other characteristic or attributes of a sensitive or legally protected nature. Any offensive tattoos must be covered up and not visible.

- Clothing that reveals too much cleavage, back, chest, stomach, legs, feet or your underwear is not appropriate.
- Perfume, cologne, or after shave should be used sparingly. If employees report for work improperly dressed or groomed in the Town's opinion, their supervisor may instruct them to return home to change clothes.

Business Casual Attire

For departments not required to wear uniforms, Business Casual Attire is generally accepted in mountain communities. This may best be done by combining some of your existing business wardrobe with casual attire. Listed below are some general guidelines although these are not intended to be all-inclusive.

- Casual pants, jeans or slacks are acceptable for all employees. Halter tops, ~~shorts~~, sweat pants, and jogging pants are unacceptable.
- Shorts may be acceptable when deemed appropriate by the department manager for specific job duties.
- Skorts, dresses, and skirts should be no more than 2 – 3 inches above the knee.
- Button down, vests, technical and casual dress, polo shirts are acceptable.
- Flip flops or beach-type sandals are not acceptable.
- If in doubt whether attire is appropriate, do not wear it, or ask your supervisor ahead of time.
- Employees should also take their day's schedule into account on casual day. Traditional dress may be more suitable if meeting with visitors.

Commented [LH8]: Shorts are acceptable for Bicycle Patrol & Events

Check with your supervisor or manager ahead of time if you have any questions.

4.67 SAFETY

The Town of Eagle is committed to providing a safe workplace. Accordingly, the Town emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and coworkers. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

All job-related injuries or illnesses, no matter how small or minor, must be reported immediately to the employee's supervisor by completing an incident or accident report. If the supervisor is not on duty, the employee should report it to Human Resources. Please consult the Town of Eagle's Workers' Safety and Cost Containment Manual for complete details regarding specific safety policies and procedures for each specific department.

4.78 DRUG AND ALCOHOL POLICY STATEMENT

The Town of Eagle is committed to a safe, healthy, and productive work environment for all employees, free from the effects of illegal or non-prescribed drugs and alcoholic beverages. Use of drugs and alcohol alters employee judgment resulting in increased safety risks, employee injuries, and faulty decision making. Therefore, the possession, use, sale of controlled substances or alcohol on Town of Eagle premises or during Town time is prohibited. This includes working after the apparent use of marijuana, regardless of marijuana's legal status. Furthermore, working after the use of alcohol, a controlled substance or abuse of any other substance is prohibited. Alcoholic beverages served in conjunction with an authorized Town event are an exception to this prohibition. However, if an employee is being compensated to drive, are on-call or have the potential to be dispatched, no alcohol is allowed.

Testing is an essential element in the Town's efforts to ensure a safe and productive work environment. The Town has issued separate guidelines for this testing program. Please contact human resources, or your supervisor if you have specific questions.

4.89 WORKPLACE SEARCHES

~~Searches conducted by public employers fall within the scope of the Fourth Amendment of the U.S. Constitution. The Fourth Amendment protects persons from "unreasonable searches and seizures" conducted by "the state." Whether an inspection or a search is unreasonable will depend upon, among other things, whether the person has a reasonable expectation of privacy in the place to be inspected or searched. Public employers should be cautious in making a decision to inspect or search any place where the employee might expect privacy.~~

~~We may conduct searches of the above items without employee consent if we have a reasonable suspicion to believe that illegal activity is taking place and after obtaining a warrant to do so. Any illegal and unauthorized articles discovered may be taken into custody and will be turned over to law enforcement representatives.~~

The Town reserves the right to inspect all locations and items on Town's premises, upon reasonable suspicion, including, but not limited to offices, vehicles, closets, lockers, desks, file cabinets, and other equipment (including, but not limited to computers, voice mail, and e-mail) and facilities or any area on Town premises are the property of the Town ("Town Property"), and are intended for business use. Employees should have no expectation of privacy with respect to Town property and/or items stored within Town Property or on Town premises. Inspection may be conducted at any time, without notice, at the discretion of the Town of Eagle. Any employee obstructing any proper search, or otherwise interfering with the administration of Town activities pursuant to this section is in violation of this policy.

All employees must cooperate in an inspection; an employee failing or refusing to promptly permit a search under this guideline will be subject to discipline up to and including termination.

Commented [LH9]: Deleted guidance language from the employer's council, following paragraphs illustrate there is NOT an expectation of privacy at work

Commented [LH10]:

Commented [LH11]: Deleted the 1st and 2nd paragraphs per CIRSA's recommendation

Commented [LH12]: Softened language to be more employee friendly.

~~failure to do so will not be tolerated.~~

4.10 COMMUNICATION SYSTEMS

The communication systems are property of the Town and intended for business use. An employee's use of these systems must not disrupt the operation of the Town network or the networks of other users. And, it must not interfere with employees' productivity.

The Town maintains the ability to access and monitor any computer files, use of software, Internet usage, e-mail, and voice mail. Information stored or communicated via the Town's computer and communication systems may be public record under the public records law and subject to public inspection. Employees should not assume that any such information is confidential. However, other than management employees acting on behalf of the Town, employees should not attempt to gain access to another employee's computer, Internet files, e-mail, or voice mail without the latter's permission.

All information regarding access to the Town of Eagle's computer resources, such as user identifications, modem phone numbers, access codes, and passwords are confidential information and may not be disclosed to non-Town personnel.

Software and Copyright

The Town licenses and does not own the software it utilizes. Therefore, use of the software must be in accordance with the applicable Software Agreements or as directed by the Town's designated Software Manager. Employees must not use the Town's technology resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author's permission.

Unauthorized Use

Employees are not permitted to use the Town of Eagle system in a way that is deemed by management as inappropriate or in violation of other Town guidelines. The Town determines when an employee is using the Town communication systems inappropriately.

E-mail

Email is to be used for business purposes. While personal e-mail is permitted, it is to be kept to a minimum. Personal e-mail should be brief and sent or received as seldom as possible. The Town prohibits the display, transmittal, or downloading of material that is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or otherwise unlawful at any time. No one may solicit, promote, or advertise any outside organization, product, or service through the use of e-mail or anywhere else on Town premises at any time. Management may

monitor e-mail from time to time. Employees should be aware that emails might be public records and subject to public disclosure.

Employees are prohibited from unauthorized use of encryption keys or the passwords of other employees to gain access to another employee's e-mail messages.

Voice Mail

Employees are responsible to make certain their voice mail messages are reviewed in a timely fashion. When employees know that they are going to be out of the office for 2 days or more, they must leave messages on their voice mail stating when they will be returning messages, and who will be an alternative contact in the meantime. See Customer Service Standards for guidelines.

Telephones/Cell Phones

Personal calls, including those made with cell phones and mobile devices, must be minimal and not interfere with employees' performance of their jobs. Personal use of the Town telephones for long distance is not permitted.

The Town provides cell phones and mobile devices to those employees who need them to perform their jobs. Such devices are intended for business use. Therefore, personal calls should be limited to those necessary and should be brief.

For safety reasons, the use of cell phones while driving a town vehicle is prohibited. Employees are not permitted to text while operating a motor vehicle and can only text when the vehicle is lawfully parked.

4.101 SOCIAL MEDIA POLICY

Whenever you use social media, use good judgment. We request that you be respectful of the Town, our employees, customers, partners and affiliates, and others.

Personal use of social media is never permitted on working time by means of the Town's computers, town-issued mobile devices, networks, and other IT resources and communications systems. Use of personal mobile devices during work time should be kept to a minimum. The Town has developed Use of Social Media Guidelines for employees who use social media like blogs, wikis, and social networking sites that may contain postings related to the Town, employees of the Town, and any other affiliates of the Town.

Nothing in this guideline is meant to interfere with employees' right under federal law to engage in protected and concerted activity, including employees' ability to discuss terms and conditions of their employment.

Specific Guidelines

1. Public communications concerning the Town, employees of the Town, and any other affiliates of the Town must not violate any guidelines set forth in this handbook, especially as it relates to discrimination, unlawful harassment, and illegal activities.
2. Your personal or anyone else's blog, wiki, or social networking site is not the ideal place to make a complaint regarding alleged discrimination, unlawful harassment, or safety issues. Complaints to the Town regarding these issues shall be made consistent with the complaint procedures in this handbook so that the Town can address them.
3. Blogs, wikis, chat rooms, and other forms of social media communications are individual interactions, not Town communications. All postings on a blog, wiki, chat room, or social networking site on behalf of the Town must be posted to official town sites by authorized individuals.
4. If you post any comment that promotes or endorses Town products or services in any way, the law requires that you disclose that you are employed by the Town.
5. You must comply with all applicable laws including copyright and fair use laws. Only the Town's designated custodians of records are authorized to respond to open records and criminal justice records requests and such request relating to any social media or other records shall be handled by them. When you use social media, use good judgment. We request that you be respectful of the Town, our employees, our customers, our partners and affiliates, and others.
6. Avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages our employees, customers, partners and affiliates, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment.

Nothing in this guideline is meant to interfere with employees' right under federal law to engage in protected and concerted activity, including employees' ability to discuss terms and conditions of their employment.

Please consult with your supervisor if you have any questions about the appropriateness of publishing information relating to the Town.

4.142 SOLICITATIONS, DISTRIBUTIONS AND POSTING OF MATERIALS

The Town of Eagle prohibits the solicitation, distribution and posting of materials on or at Town property by any employee except as may be permitted by this policy. Charitable and community activities supported by Town management and town-sponsored programs related to Town services are permitted.

Provisions:

- Employees may not solicit other employees during work times, except about a town-approved or sponsored event.
- Employees may not distribute literature of any kind during work times or in any work area at any time, except about town-sponsored event or if approved by Human Resources.
- The posting of materials or electronic announcements are permitted with approval from Human Resources.

Violations of this policy should be reported to ~~the~~ Human Resources.

4.123 SMOKE AND TOBACCO FREE WORKPLACE

It is the policy of the Town of Eagle to prohibit smoking and tobacco use as specified below to provide and maintain a safe and healthy work environment for all employees. Smoking and tobacco use is defined as snuff, tobacco pouches and chewing tobacco, the act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette, e-cigarette, personal vaporizer or pipe of any kind.

The smoke and tobacco free workplace policy ~~applies~~apply to:

- All areas of Town buildings excluding designated smoking areas.
- All Town-sponsored off-site conferences and meetings.
- All vehicles owned or leased by the ~~Town~~.
- ~~All visitors (citizens or vendors) to the Town premises.~~
- All contractors and consultants and/or their employees working on the Town premises.
- All employees, ~~Board members or~~including temporary and seasonal employees.

Commented [LH13]: Comment deleted per CIRSA, we can get posters to prevent citizens and vendors from violating the law.

Smoking is prohibited within all areas of the buildings and within ~~125~~ feet of any ~~entrance~~wayway into any Town building Per C.R.S. 25-14-~~204~~. Employees may smoke in designated areas.

Commented [LH14]: Updated CRS language per CIRSA

4.143 ETHICAL STANDARDS; INCOMPATIBLE ACTIVITIES

The holding of public employment is a public trust, created by the confidence which the electorate reposes in the integrity of Town officials and employees. Town officers and employees should not engage in any activities or enterprises which are incompatible with his or her duties as a Town officer or employee or with the duties, functions and responsibilities of the department in which he or she is employed.

Incompatible Activities

- Private Gain – Any employment, activity or enterprise which involves the use for private gain of the Town's time, facilities, equipment, supplies, prestige, influence, badge or uniform.

- Cause for Audit – Performance of an act, in other than one’s capacity as a Town officer or employee, which may later be subject, directly or indirectly, to control, inspection, review or audit by such officer or employee or by the Town department in which he or she is employed.
- Disclosure or Use of Confidential Information – Disclosure or use of confidential information acquired during his or her official duties to further substantially his or her personal financial interest.
- Acceptance of Gifts – The acceptance of a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value which would tend improperly to influence a reasonable person in his or her position to depart from the faithful and impartial discharge of his or her public duties; or which he or she, or a reasonable person in his or her position, knows or should know under the circumstances is primarily for the purpose of rewarding him or her for official action he or she has taken.

An “economic benefit tantamount to a gift of substantial value” includes, without limitation, a loan at a rate of interest substantially lower than the commercial rate then currently prevalent for the similar loans and compensation received for private service rendered at a rate substantially exceeding the fair market value of such services. For the purposes of this section, the following shall not be considered “gifts of substantial value” or “gifts of substantial economic benefit tantamount to gifts of substantial value”.

- An occasional non-monetary gift with a value of less than \$25.00.
- A non-monetary award publicly presented by a non-profit organization in recognition of public service.
- Payment of or reimbursement for actual and necessary expenditures for travel and subsistence for attendance at a convention or other meeting at which the Town official or employee is scheduled to participate.
- Reimbursement for, or acceptance of, an opportunity to participate in a social function or meeting which is offered to the Town official or employee which is not extraordinary when viewed considering the position held by such official or employee.
- Items of perishable or non-permanent value, including, but not limited to, meals, lodging, travel expenses or tickets to sporting, recreational, educational or cultural events.
- Payment for speeches, appearances or publications.
- Financial Transactions – Engaging in a substantial financial transaction for his or her personal business purposes with a person whom he or she inspects or supervises during his or her official duties.
- Related Business Entities - Performing an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.
- Conflict of Interest – In accordance with State law, a Town officer or employee should not acquire or hold an interest in any business or undertaking which he or she has reason to believe may be directly and substantially affected to its economic benefit by official action to be taken by a department over which he or she has substantive authority. In addition, a Town officer or employee should not, within six (6) months following the termination of

his or her office or employment, obtain employment in which he or she will take direct advantage, unavailable to others, of matters with which he or she was directly involved during his or her term of employment. These matters should include rules, other than rules of general application, which he or she actively helped to formulate and applications, claims or contested matters in the consideration of which he or she was an active participant.

4.145 PROBLEM SOLVING

These procedures are intended to be used to address issues regarding workplace policies or practices that are a matter of concern for the organization. These procedures do not apply to any disciplinary action or to termination of employment. They also do not apply to handling of complaints under Section 1.7 Anti-Harassment and Discrimination, which are to be handled under the complaint procedures set forth in Section 1.7.

Commented [LH15]: Added per CIRS

Step One:

Promptly bring the complaint to the attention of the immediate supervisor. This discussion should be held within three to five days of the incident, or in a timely manner. If the complaint involves the supervisor, the Department Manager, then it is permissible to proceed directly to step two. The supervisor will investigate the complaint, attempt to resolve it, and give a decision to the employee within a reasonable time.

Step Two:

If the solution is not satisfactory, or if it is inappropriate to go to the supervisor, then employees are encouraged to take the problem to the Department Manager, or Human Resources in a timely manner. The problem should be presented in writing stating the nature of the problem. The Department Manager, or Human Resources will, in a timely fashion, investigate the issues and communicate a decision in writing to all parties involved.

Step Three:

If an employee still feels the problem has not been resolved, an employee may take a written appeal within a timely manner to the Town Manager. The timeliness requirement and procedures to be followed are similar to those in Step Two. The Town Manager will take the necessary steps to review and investigate the complaint and will then issue a written and final decision.

SECTION 5 EMPLOYEE BENEFITS AND SERVICES

5.1 TOWN OF EAGLE BENEFITS

The Town provides excellent benefits for its full-time employees.

Currently, the Town provides a number of benefit plans such as employee assistance plan, medical, dental, vision, disability and life insurance. At the end of each calendar year, during open enrollment, employees may change medical and dental elections for the following calendar year.

Commented [LH16]: Added per Trustee Solomon request

For specific information regarding the Town's benefit program, please contact the Human Resources Department. Summary Plan Descriptions are available upon request. Qualifying life events, as defined in Plan documents, allow employees to make midyear changes in coverage consistent with the qualifying life event. Please contact Human Resources to determine if a family status change qualifies under the Plan document and IRS regulations. Refer to Benefits Summary documents.

5.2 EMPLOYEE DEVELOPMENT

General Policy

The Town encourages development of each employee to his or her fullest potential. Completion of special training programs may be a factor to be considered in making promotions and/or job assignment. Town employees are encouraged to develop and further their job skills and personal potential by participating in programs geared to their needs and the needs of the Town.

Tuition Reimbursement

Employee's desiring to enroll in correspondence or college courses may be reimbursed for the tuition costs in full or in part provided approval is given by their Manager or Supervisor prior to registering. Textbooks, workbooks, and supplemental materials are paid for by the employee and coursework must be satisfactorily completed before reimbursement. Training must be related to the employees' position.

Reimbursement for Expenses Incurred at Training and Other Programs

If an employee receives prior approval from their Supervisor or Manager to attend a convention, training program, seminar, institute, or similar program aimed at enhancing the employee's skills on the job, the Town may reimburse the employee for costs incurred, including registration fees, transportation expenses, meals and lodging. See separate Training Expense Reimbursement Guidelines for more information.

SECTION 6 EMPLOYEE LEAVES OF ABSENCE AND TIME OFF

6.1 ~~GENERAL~~ POLICY

Commented [LH17]: Changed title from "Generally" to General Policy to accommodate Mayor Request

While regular attendance is crucial to maintain business operations, the Town recognizes that, for a variety of reasons, employees may need time off from work. The Town has available many types

of leaves of absence. For all planned leaves, employees should submit a leave request at least five (5) days in advance; in case of emergencies, employees should submit the leave request to their Supervisor as soon as they become aware of the need for leave. All unpaid leave requires prior approval by the Town Manager.

6.2 SICK LEAVE

All full-time, employees shall accrue sick leave from the date of hire at the rate of 8 hours per month, for a total of no more than 12 days (96 hours) per year.

Part-time employees shall accrue sick leave from the date of hire at the rate of 4 hours per month, for a total of no more than 6 days (48 hours) per year. Seasonal and temporary employees are not eligible for paid sick leave.

Sick leave is to be used only in the following circumstances: (a) when an employee is ill or incapacitated for work; (b) when an employee's exposure to contagious disease may jeopardize the health of other employees; and (c) when an illness is in the employee's immediate family, but only when it is necessary for the benefit of the immediate family for the employee to remain away from work; (d) when an employee is on an approved medical or family leave of absence; (e) for medical appointments. Employees are required to notify their Supervisor when sick leave is taken and complete a sick leave form to receive paid sick leave. Sick leave can be accumulated and carried over from year to year up to a maximum of 480 hours. Sick leave may also be used for pregnancy, childbirth or adoption. Employees are not paid for any unused sick leave when their employment terminates.

After three consecutive (3) days of illness, a written verification from the employee's personal physician may be required, which should indicate that the employee is unable to participate in all the employee's duties for the Town. If an employee misses work due to a family member's or dependent's illness, a written verification of an illness from the family member's or dependent's personal physician may be required following an absence

6.3 HOLIDAYS

The Town observes the following paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous Peoples Day

- Veteran's Day
- Thanksgiving Day and the Day after Thanksgiving
- One-half (1/2) Day on December 24th
- Christmas Day
- One-half (1/2) Day on New Year's Eve
- One Floating Holiday Annually

Commented [LH18]: Per CIRS define "One Floating Holiday Annually"

Holidays that fall on a Saturday are typically observed the preceding Friday; those that fall on a Sunday are typically observed the following Monday. For guidelines on Floating Holidays, please see the Floating Holiday Policy. For sworn police officers, holidays are observed on the actual holiday. If a holiday falls during an employee's vacation or paid leave, the holiday will not be counted as vacation or leave time.

The Town will grant paid holiday time off to all eligible employees. Holiday pay for full-time, non-police officer employees will be calculated based on the employee's base rate (as of the date of the holiday), pay is based on 8 hours for a full day and 4 hours for a half day.

Part-time employees will receive 4 hours of holiday pay for a full day and 2 hours for a half day. Part-time employees who are regularly scheduled to work under 10 hours a week will not receive holiday pay.

Seasonal and temporary employees are not eligible for paid time off for holidays.

Holiday Policy and Overtime Compensation: Holidays, with the exception of Floating ~~Holidays,~~ are Holidays, are considered hours worked for the purposes of calculating overtime for all non-exempt employees except Police Officers and other employees regularly scheduled for 24/7 shift work assignments.

Worked holidays

Fulltime employees who are required or choose to work on a holiday may take another day off within the same pay period to be arranged with your supervisor.

Police Officers Worked Holiday Premium Pay: Full-time hourly Police Officers or employees regularly scheduled for shift work assignments who work on a paid holiday will be paid a Holiday Premium rate equivalent to time and one half (1 ½) of their regular rate of pay for actual hours worked on the holiday in addition to holiday pay of 8 hours for a full day or 4 hours for a half day. Only Police Officers whose shift starts on the holiday are eligible to receive Holiday Premium Pay. If a shift begins prior to the holiday and extends into the holiday, these hours are not eligible for Premium pay.

Holidays not worked: If an officer doesn't work a holiday, pay is based on 8 hours for a full day and 4 hours for a half day to be recorded in the bottom section of the time sheet.

Half Day Holidays: If working the half day holiday, in addition to holiday pay of 4 hours, actual working hours up to and including 6.00 hours is paid at the regular rate of pay. Actual hours worked exceeding 6.00 hours is paid at time and one half (1 ½).

6.4 VACATION TIME

The Town of Eagle offers vacation time to provide opportunities for rest, relaxation, and personal pursuits. Employees begin accruing vacation time immediately. Thereafter, vacation time is accrued according to the following schedule:

- 12 Days of Vacation – -1 to 5 years of service accrued at eight (8) hours per month.
- 15 Days of Vacation – -5 to 10 years of service accrued at ten (10) hours per month.
- 20 Days of Vacation – -After 10 years of services accrued at 13.33 hours per month.

Vacation time will be paid at an employee's base pay rate. Time on vacation is not counted toward or paid as overtime for non-exempt employees. Part-time employees are not eligible for years of service increases. To be eligible for paid vacation, part-time employees must work an average of 20 hours weekly and vacation leave may only be taken on scheduled work days.

Seasonal or temporary employees will not receive paid vacation.

Vacation scheduling can be difficult during certain times of the year. Vacations are scheduled at the discretion of the employee's supervisor and the Town. Vacation requests will be considered in the order they are received. In case of conflicting requests, the first submitted request will be given scheduling priority. To request vacation, employees should complete a leave request from fill it out, and have their supervisor approve it, then submit it with timecard.

When a paid legal holiday falls during an employee's scheduled vacation, such holiday shall not be considered vacation time.

Maximum Accumulation of Vacation

Full-time employees who have been with the Town for less than 10 consecutive years may not accumulate more than 160 vacation hours. Full-time employees who have been with the Town for more than 10 consecutive years may not accumulate more than 240 vacation hours.

Part-time employees may not accumulate more than 80 vacation hours.

Every employee shall be afforded the opportunity to take annual vacation. Once the vacation cap is reached, no additional leave will accrue until the balance falls below the vacation cap. No employee shall lose any vacation to which he or she is entitled when Town operations require

his or her presence on the job. No employee shall be permitted to waive vacation leave for the purpose of receiving extra compensation. Upon termination of employment from the Town, an officer or employee shall be paid for all vacation hours accumulated but not used, to the date of termination.

6.5 MEDICAL LEAVE OF ABSENCE

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Should the need arise, the Town provides eligible employees with a leave of absence from work for certain medical reasons as provided below. Unless federal, state or local laws provide otherwise, in order to be eligible for the leave, an employee must have been employed by the Town for at least 12 months.

An eligible employee may take up to three months of unpaid leave for illness, injury, or pregnancy.

Human Resources is notified by the employee as soon as possible of the need for medical leave.

The employee submits to Human Resources a written statement from a medical provider outlining the reason for leave and the estimated time needed. (The Town may require the employee to obtain an opinion from a medical provider selected by the Town.)

Approvals are obtained from Human Resources prior to the leave.

All available sick leave and earned vacation is used at the beginning of the leave of absence. Accrued sick, comp time, and vacation leave must be used before the employee can take unpaid leave.

When the estimated period of leave is less than three months and an employee needs to extend the leave, another medical provider's statement is required indicating the new estimated length of leave.

An employee ready to return to work from leave must present a doctor's statement indicating ability to return to work and perform the essential functions of their position, with or without reasonable accommodation.

Unless otherwise required by law, the following applies to medical leaves of absence. The Town may reinstate an employee ready to return from a medical leave of absence when, in the opinion of the Town, it is practical to do so. The Town does not guarantee reinstatement of an employee to the former job. When the employee is available to return to work, the employee is free to apply for any vacancy available and may be considered along with other applicants.

The Town of Eagle currently continues medical and life insurance benefits for an employee on leave for a maximum of three months as long as the employee continues to pay the employee's portion of the premium.

Vacation and sick leave will not accrue during a medical leave of absence. Holidays, funeral pay, or employer's jury duty pay will not be granted during the leave.

Employees who fail to return at the expiration of their authorized leave may be terminated. If the employee's failure to return is due to a disability under the Americans with Disabilities Act or other law, additional accommodations may be provided. Employees must supply sufficient information from their medical provider indicating that they have a covered disability and when they can return to work with or without reasonable accommodation. Accommodations must not cause undue hardship to the employer. Potential accommodations will be determined in an interactive process between the employee and the Town.

Part-time employees are not eligible for medical leave except as required as an accommodation for a disability.

6.6 FAMILY MEDICAL LEAVE

The Town provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- Incapacity due to pregnancy, prenatal medical care, or child birth.
- To care for the employee's child after birth, or placement for adoption or foster care.
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.
- Serious health condition that makes the employee unable to perform the employee's job.

MILITARY FAMILY LEAVE ENTITLEMENTS

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the Armed Forces, National Guard, or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

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*The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.”

Benefits and Protections

During FMLA leave, the Town maintains the employee’s health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the Town for payment of insurance premiums during leave.

Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave. As with other types of unpaid leaves, paid leave will not accrue during the unpaid leave. Holidays, funeral leave, or employer’s jury duty pay are not granted on unpaid leave.

Eligibility Requirements

Employees are eligible if they have worked for this Town for at least 12 months, for 1,250 hours over the previous 12 months, and if they work at a work site with at least 50 employees within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

The maximum time allowed for FMLA leave is either 12 weeks in the 12-month period as defined by the Town, or 26 weeks as explained above. The Town uses the 12-month period measured forward from the first day of an employee’s leave.

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt

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the Town's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the Town's agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

Substitution of Paid Leave for Unpaid Leave

The Town requires employees to use accrued paid leave while taking FMLA leave. Paid leave used at the same time as FMLA leave must be taken in compliance with the Town's normal paid leave policies. If an employee's leave of absence does not constitute paid leave as defined in the Town's paid leave policies, the employee cannot use accrued paid leave, but can take unpaid leave. FMLA leave is without pay when paid leave benefits are exhausted.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Town's normal call-in procedures.

Employees must provide sufficient information for the Town to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. The Town may require second and third medical opinions at the Town's expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with the Town's attendance guideline. Employees on leave must contact the Human Resources Manager at least two days before their first day of return.

The Town's Responsibilities

The Town will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Town will provide a reason for the ineligibility.

The Town will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Town determines that the leave is not FMLA-protected, the Town will notify the employee.

Unlawful Acts

FMLA makes it unlawful for the Town to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA.

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the Town.

FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

Commented [LH19]: Deleted comma

6.7 BEREAVEMENT LEAVE

In the event of a death in the immediate family, employees may have up to four (4) working days, at their regular straight time or base salary to handle family affairs and attend the funeral. "Immediate family" is defined as spouse, domestic or civil union partner, children, parents, legal guardian, brothers, sisters, mother-in-law, father-in-law, grandparents or grandchildren. Any additional time off should be requested as vacation, comp time or an unpaid time off to extend their absence from work, with the approval of the employee's direct supervisor. Whenever possible, an employee's supervisor must approve a funeral leave in advance.

6.8 JURY DUTY

Non-exempt employees who are summoned for jury duty will be compensated for scheduled hours, with pay, at their regular straight time or base pay for up to the first three days of jury duty. If required to serve more than three days, payment received from a court for service as a juror shall be retained by the employee. With proof of service from the courts, the Town will supplement non-exempt employee's wages received from the courts to make up the difference in their regular straight time or base pay wages, less the payment received from the court. With proof of service from the courts, exempt level employees will may be eligible to continue to receive their regular bi-weekly salary while serving jury duty with pre-approval from the Town Manager.

Commented [LH20]: Clarified per Employers Council, exempt level employees MAY be eligible for paid Jury Leave with pre-approval from the Town Manager, Town needs to determine length of paid jury duty for exempt level staff, other public entities pay 10-24 days max. Exempt employees can have pay docked for jury duty during a workweek in which they performed absolutely no work.

The employee must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover his or her duties. Employees are required to call in or report for work immediately on those days or parts of days when their presence in court is not required.

6.9 VOTING TIME

Employees who are registered voters and who lack three (3) non-working hours when polls are open to vote in any local, state, and national election may take up to two (2) hours off work with pay at the beginning or end of their shift if the employee requests, or at a time decided by the Town, for this purpose.

6.10 MILITARY LEAVE OF ABSENCE

Employees granted a military leave of absence are reinstated and paid in accordance with the laws governing veterans' re-employment rights. Employees who are in the Reserve or National Guard and are called for training will be compensated for up to 15 days per year for such purposes. Documentation of training duty is required. Training duty beyond the 15 days per year will be unpaid.

6.11 DOMESTIC ABUSE LEAVE

Employees subject to domestic abuse may be eligible for a leave of absence. Please see the Human Resources Department for more information.

SECTION 7 EMPLOYEE TRANSPORTATION AND TRAVEL

7.1 PARKING

The Town provides employee parking spaces in designated areas. Employees should park only in employee ~~spaces~~spaces, so customers and visitors have easy access to our facilities. The Town does not assume responsibility for theft or any damage to employees' vehicles or any personal property in vehicles while parked on the Town's premises.

7.2 USE OF TOWN-OWNED VEHICLES

Town-owned vehicles are to be used for official business only, and shall not carry any passenger other than in connection with official Town business. An employee authorized to drive a Town vehicle must have a current Colorado Driver's License. The Town reserves the right to investigate the driving records of an employee who is driving Town vehicles. Employees must wear seat belts, obey all laws and be safe and courteous whenever they drive a Town vehicle. Employees should not carry any hazardous materials in the Town vehicles or permit any non-employee to operate the vehicles. Employee ~~is~~may responsible for any tickets or fines arising from their ~~negligent~~use of a Town vehicle. For safety reasons, the use of cell phones and mobile devices while driving a town vehicle is prohibited. Employees are prohibited from using a cell phone or other device to text while operating a vehicle on town business. Texting is only allowed when employees are lawfully parked in a safe area. The side or shoulder of the road is not considered a safe area.

7.3 USE OF PRIVATE VEHICLES

If an employee is required by his or her supervisor to use their personal car in the performance of their official duties, he or she shall be reimbursed by the Town for the mileage driven at a rate

Commented [LH21]: Added the word "negligent" per legal at Employers Council, "Generally, employers may not apply fines to an employee's earned wages or compensation based upon employee behavior or performance. Best practice is if a ticket or a fine is issued against the Town's vehicle, then the Town is responsible for the ticket or fine but may choose to take disciplinary action against the employee for his or her negligence. If a ticket or fine is issued against the employee, then it's acceptable to let the employee take care of it. For example, ticket for broken windshield, Town to Pay, ticket for speeding, employee to pay.

specified by the IRS. Supervisors shall authorize in advance any use of a personal vehicle for Town business. No cell phone use on Town business, while driving.

All employees who use their vehicles for any job-related purpose must have at least the minimum motor vehicle liability and collision insurance required by law and must be sure their insurance covers any collision or vehicle liability that arises while they are using their vehicle on the job. The Town reserves the right, in its sole discretion, to verify employee's vehicle insurance coverage and to request that the Town be named as an additional insured.

7.4 ACCIDENTS

If, while operating a Town-owned vehicle or a privately-owned vehicle in the performance of official duties, an employee is involved in an accident resulting in personal or property damage, that employee shall:

- Request that all parties and properties concerned remain at the scene of the accident until a law enforcement representative releases them.
- Notify the appropriate law enforcement agency.
- Report the accident to his or her supervisor immediately or to human resources no later than the next day.
- Refrain from any discussion of the accident with anyone other than the investigating police officer, appropriate Town officials, representatives of the insurance Town designated by the Town, and representatives of his or her own insurance Town, if the employee's privately-owned car is involved.
- If uninjured, complete an accident report onsite and turn into your supervisor or human resources.

7.5 REIMBURSEMENT OF MILEAGE AND PARKING EXPENSES

The Town currently reimburses an employee's authorized IRS mileage and reasonable parking expenses if that employee is out of town on approved Town business. The mileage reimbursement rate is intended to cover gas, vehicle use and insurance. The Town will also pay any parking charges necessarily incurred during job-related vehicle use. Employees who are parking at the airport or another location where long-term or other alternative, less expensive parking is available, should use the less expensive alternative. Employee's should submit a Mileage/Parking Reimbursement Form and any parking charges receipts to Accounting for any reimbursable vehicle use within two (2) weeks after the date of any such charge. The Town does not reimburse for parking or traffic tickets occurred while travelling on town business. See the Town's expense reimbursement guidelines for more details.

SECTION 8

SEPARATION OF EMPLOYMENT

8.1 GENERAL

We request that employees who wish to resign their positions notify the Town of their anticipated departure date and go over the “check out” procedures at separation (conversion of insurance, return of property, delivery of final paycheck, etc.) with the Human Resources Department.

Employees may be considered for re-employment provided they qualify for the position of interest and while they were employed with the Town maintained satisfactory performance and attendance.

8.2 RETURN OF TOWN PROPERTY

The separating employee must return all Town property at the time of separation, including, uniforms, cell phones, keys, PCs, etc. Failure to return some items may result in deductions from the final paycheck. Payroll deduction only authorized with prior written authorization from employee.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT AND RECEIPT

I HAVE RECEIVED A COPY OF THE EMPLOYEE HANDBOOK DATED _____.
I UNDERSTAND THAT I AM TO BECOME FAMILIAR WITH ITS CONTENTS.
FURTHER, I UNDERSTAND:

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- EMPLOYMENT WITH THE TOWN OF EAGLE IS AT-WILL. I HAVE THE RIGHT TO END MY WORK RELATIONSHIP WITH THE TOWN, WITH OR WITHOUT ADVANCE NOTICE FOR ANY REASON. THE TOWN HAS THE SAME RIGHT.
- THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.
- THE HANDBOOK IS NOT ALL INCLUSIVE BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE TOWN'S GUIDELINES.
- THIS EDITION REPLACES ALL PREVIOUSLY ISSUED HANDBOOKS. THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK, EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT. THE TOWN THEREFORE RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE.
- NO REPRESENTATIVE OF THE TOWN, OTHER THAN THE TOWN MANAGER OR MAYOR, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE TOWN MANAGER AND ME. WE HAVE NOT ENTERED INTO SUCH AN AGREEMENT.

Employee Signature

Date



TOWN OF EAGLE

EMPLOYEE HANDBOOK

Effective August 1, 2019

1.1 IMPORTANT INFORMATION ABOUT THE EMPLOYEE HANDBOOK

THIS HANDBOOK IS DESIGNED TO ACQUAINT EMPLOYEES WITH THE TOWN AND PROVIDE SOME INFORMATION ABOUT WORKING HERE. THE HANDBOOK IS NOT ALL INCLUSIVE BUT IS INTENDED TO PROVIDE EMPLOYEES WITH A SUMMARY OF SOME OF THE TOWN'S GUIDELINES. THIS EDITION SUPERCEDES AND REPLACES ALL PREVIOUSLY ISSUED EDITIONS AND ANY INCONSISTENT VERBAL OR WRITTEN POLICY STATEMENTS ISSUED PRIOR TO THIS HANDBOOK.

EMPLOYMENT WITH THE TOWN OF EAGLE IS AT-WILL. EMPLOYEES HAVE THE RIGHT TO END THEIR WORK RELATIONSHIP WITH THE TOWN, WITH OR WITHOUT ADVANCE NOTICE, FOR ANY REASON. THE TOWN HAS THE SAME RIGHT.

THE LANGUAGE USED IN THIS HANDBOOK, ANY BENEFIT PLAN, AND ANY VERBAL STATEMENTS MADE BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED; NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.

NO REPRESENTATIVE OF THE TOWN OF EAGLE, OTHER THAN THE TOWN MANAGER, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE TOWN MANAGER AND THE EMPLOYEE.

NO EMPLOYEE HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. AFTER READING THE HANDBOOK, EMPLOYEES WHO HAVE QUESTIONS SHOULD TALK WITH THEIR IMMEDIATE SUPERVISOR OR THE HUMAN RESOURCES DEPARTMENT. IN ADDITION, THE NEED MAY ARISE TO CHANGE, DELETE OR ADD TO THE GUIDELINES DESCRIBED IN THE HANDBOOK. EXCEPT FOR THE AT-WILL NATURE OF THE EMPLOYMENT, THE TOWN, THEREFORE, RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE. NO ORAL STATEMENTS OR REPRESENTATIONS CAN CHANGE THE PROVISIONS OF THIS EMPLOYEE HANDBOOK.

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1.2 WELCOME TO THE TOWN OF EAGLE

Whether you have just joined our staff or have been at the Town of Eagle for a while, we hope you will find our organization a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of the Town of Eagle to be one of its most valuable resources and we strive to create an employee friendly environment. This handbook has been written to serve as a guide for the employer/employee relationship.

1.3 EQUAL EMPLOYMENT OPPORTUNITY

The Town of Eagle is dedicated to the principles of equal employment opportunity. The Town prohibits unlawful discrimination against employees and applicants on the basis of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age 40 and over, ancestry, disability, genetic information, military status, marital status or any other classification protected by applicable local, state or federal laws.

1.4 RELIGIOUS ACCOMMODATION

The Town will make reasonable accommodation for employees whose work requirements interfere with a religious belief, unless doing so poses undue hardship on the Town of Eagle. Employees needing such accommodation are instructed to contact their supervisor or Human Resources immediately.

1.5 ADA AND OTHER ACCOMMODATION

The Town of Eagle will make reasonable accommodation for qualified individuals with known disabilities unless doing so would result in an undue hardship to the Town of Eagle or cause a direct threat to health or safety. Employees needing such accommodation are instructed to contact their supervisor or Human Resources immediately.

Pregnancy Accommodation

Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth.

Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy or the physical recovery from childbirth. If an employee requests an accommodation, the Town will engage in a timely, good-faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that will enable the employee to perform the essential functions of her position. A reasonable accommodation will be provided unless it imposes an undue hardship on the Town's business operations.

The Town may require that an employee provide a note from her health care provider detailing the medical advisability of the reasonable accommodation. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact the Human Resources Manager.

The Town of Eagle will not deny employment opportunities or retaliate against an employee because of an employee's request for a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.

1.6 NURSING MOTHER POLICY

To ease the transition of mothers returning to work following the birth of a child, lactation accommodation will be provided for nursing mothers. For up to two (2) years following a child's birth, nursing employees will be provided break time to express breast milk during the workday.

Nursing mothers will be permitted time to express milk during the workday, which typically will not exceed the normal time allowed for lunch and breaks. If additional time is needed above and beyond normal breaks/meal time, the supervisor and employee will agree upon a plan which might include the employee using annual leave/vacation time, arriving at work earlier, or leaving later.

The Town of Eagle will provide a private area for nursing employees to express breast milk in the facility where the person works.

1.7 ANTI-HARASSMENT AND DISCRIMINATION

The Town of Eagle strives to maintain a work environment free of unlawful harassment. In doing so, the Town of Eagle prohibits unlawful harassment because of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age 40 and over, ancestry, disability, genetic information, military status, marital status or any other classification protected by applicable local, state or federal laws.

Unlawful harassment includes verbal or physical conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Actions based on an individual's race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age 40 and over, ancestry, disability, genetic information, military status, marital status or any other classification protected by applicable local, state or federal laws will not be tolerated. Prohibited behavior may include but is not limited to the following:

- Written form such as cartoons, e-mails, posters, drawings, or photographs.
- Verbal conduct such as epithets, derogatory comments, slurs, or jokes.
- Physical conduct such as assault or blocking an individual's movements.

The Town's prohibitions of discrimination, harassment, including sexual harassment, and retaliation, apply to all employees including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.

Sexual Harassment

Because sexual harassment raises issues that are to some extent unique in comparison to other types of harassment, the Town believes it warrants separate emphasis.

The Town strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mails.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

Complaint Procedure

If you believe there has been a violation of the EEO policy or harassment based on a protected class, including sexual harassment, please use the following complaint procedure. The Town of Eagle expects employees to make a timely complaint to enable the Town to investigate and correct any behavior that may be in violation of this policy.

Report the incident to your Supervisor, Department Director, or Human Resources Manager. The Human Resources Manager will determine who will investigate the matter. Your complaint will be kept as confidential as practicable. If you prefer not to go to any of the above listed individuals with your complaint, you should report your complaint to the Town Manager.

The Town prohibits retaliation against an employee for filing a complaint under this policy or for assisting in a complaint investigation. If you perceive retaliation for making a complaint or your participation in the investigation, please follow the complaint procedure outlined above. The situation will be investigated.

If it is determined that an employee's behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.

SECTION 2 EMPLOYMENT POLICIES

2.1 EMPLOYEE CLASSIFICATIONS

The following terms are used to describe employees and their employment status:

Exempt Employees - An employee who is not eligible for overtime pay.

Non-Exempt Employees – Nonexempt employees are eligible for paid overtime at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours per workweek or as required by state law. Sworn Police Officers, who work more than 86 hours in a two-week work period are eligible for paid overtime at one and one half their rate of pay, consistent with the provisions of Fair Labor Standards Act Section 207(k).

Full-Time Employees – Employees who are not temporary employees, and who are regularly scheduled to work a minimum of thirty (30) hours per work week.

Part-Time Employees – Employees who are regularly scheduled to work less than thirty (30) hours per work week.

Temporary Employees – Employees who are hired on a temporary basis to supplement the workforce or assist in the completion of specific projects. Employment assignments in this category are of limited duration, generally twelve (12) months or less, and may be of a seasonal or intermittent nature. Employment assignments may be extended at the discretion of the Town of Eagle.

2.2 CONFIDENTIALITY

During employment with the Town of Eagle, employees may have access to “Confidential Information” regarding the Town of Eagle.

The terms *sensitive*, *private*, and *confidential data* are often used interchangeably, and generally refers to information which is protected by privacy laws or exempt from release under the Colorado Open Records Act. Examples include, but are not limited to, personally identifiable information (name, date of birth, social security number, etc.), passwords, protected health information, certain legal and contractual information, credit or debit card information and certain personnel information.

Employees must protect this information by safeguarding it when in use, using it only for the business of the Town of Eagle and disclosing it only when authorized to do so. This duty of confidentiality applies whether the employee is on or off the Town’s premises, during and even after the end of the employee’s employment with the Town of Eagle. This duty of confidentiality also applies to communication transmitted by the Town of Eagle’s electronic communications. See also Internet, Email and Computer Use policy, herein.

2.3 EMPLOYMENT OF RELATIVES OR PERSONAL RELATIONSHIPS

Employment of Relatives

The Town may employ relatives of current employees except in the following situations:

- Relatives would be in a position to supervise another relative.
- Relatives have access to confidential information pertaining to another relative including payroll and personnel records.
- Relatives audit, verify, receive, or are entrusted with money handled by the other relative.

In cases of marriage formation of a civil union, or committed relationship between two employees residing together, if the above guidelines apply, one must transfer or resign.

These guidelines apply to all categories of employment, including full-time, part-time, and temporary classifications. They also apply to all relatives and individuals who are not legally related, but who reside with another employee in a committed relationship.

Relatives subject to this policy include: Individuals (step, biological or adoptive) related to an employee as follows: Spouse or domestic partner (or party to a civil union), child, grandchild, parent, parent in-law, grandparent, sibling, sibling in-law, or others who are dependents of the employee.

No relative as defined above of any board member shall be employed in a position of the Town.

If current employees become relatives during employment, the Town of Eagle should be notified so that we may determine whether a problem involving supervision, safety, security or morale,

or a conflict of interest that would materially and substantially disrupt the Town of Eagle's operations exists. If the Town of Eagle determines that such a problem exists, the Town of Eagle may take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

2.4 PERSONNEL RECORDS AND EMPLOYEE REFERENCES

The Town of Eagle maintains a personnel file and payroll records for each employee.

Employees may contact the Human Resource representative to request a time to review their personnel file and/or payroll records. With reasonable advance notice, an employee may review his or her own records in the Town's offices during regular business hours and in the presence of an individual appointed by the Town to maintain the records.

Employees should promptly report any change of address, telephone numbers, emergency information and family status to the Human Resource Manager as income tax status and group insurance may be affected by these changes.

The Town does not furnish open letters of recommendation addressed "To Whom It May Concern."

If employees receive a call inquiring about a former employee, please refer the caller to Human Resources. Only HR has the authority to respond to such inquiries. This restriction includes recommendations on social media sites and letters of recommendation.

2.5 POLITICAL ACTIVITY

The Town encourages employees to participate in matters of responsible citizenship. The Town will not interfere with the conduct of Town employees engaged in political activity, if the activities are confined to hours when the employees are not on duty, are not campaigning in their official Town uniforms, and that the activities do not impair the employee's job efficiency or that of others.

Employees whose principle employment is in connection with federally financed activities are subject to the following federal requirements as a condition of such employment.

Covered employees may not use their official authority or influence for the purposes of interfering with or affecting the results of elections or nominations for office.

In addition, they may not coerce, attempt to coerce, command, or advise other covered employees to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.

Political beliefs, activities, and affiliations are the private concern of the employee. An employee's work status is not affected by participating or not participating in lawful civic and political activities. No employee of the Town can directly or indirectly coerce or command any other employee to pay, lend, or contribute salary, compensation, service, or anything else of value to any political party, group, organization, or candidate.

Any Town employee may be a candidate for a partisan political office provided that the involvement does not interfere or present a conflict of interest with his or her job. If involvement is necessary during normal working hours, the individual must take vacation leave or leave without pay. Employees whose salary comes in part or in whole from federal government sources are subject to the Hatch Act and its revisions.

No employee will be forced to pay any contributions to any political organization whatsoever.

Employees will not be required to work for, or participate in, the support of any political candidate during their off-duty hours.

Employees may not engage in political activities during work hours or on Town property excluding voting.

SECTION 3 HOURS OF WORK AND PAY PRACTICES

3.1 PAY PERIODS AND PAY DAYS

Employees are paid on a bi-weekly basis (26 pay periods) on Fridays. If the regular payday falls on a Town holiday, employees will be paid on the last business day before the holiday.

Work Week, Pay Period and Pay: The work week starts at 12:00 a.m. each Saturday and ends at 11:59 p.m. the following Friday, except that sworn police officers shall have the work week defined below. Town of Eagle pay periods are biweekly and cover two weeks beginning with a Saturday and ending on a Friday. Pay for the pay period will be issued on the following Friday. No salary advances are allowed.

Work Periods for Sworn Police Officers ONLY: Sworn Police Officer pay is calculated on a "work period" basis. The "work period" is a period of 14 consecutive days beginning at 6:00 a.m. on alternating Saturdays and ending at 5:59 a.m. the Saturday following 14 days.

Full-time employees, except for Sworn Police Officers, shall have two specified days off per week. In case of emergency, or where required for the performance of essential public service, an employee may be required to work on the days the employee is normally off.

If you believe an improper deduction has been made to your pay, you should immediately report this information to Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be reimbursed.

3.2 OVERTIME COMPENSATION AND FLEXIBLE TIME

With the exception of sworn police officers, the Town encourages extra time worked by nonexempt employees in a standard work week to be flexed within the same workweek. If flexing of time would create an undue hardship of the operations of the Town, the Town may need nonexempt employees to work overtime on occasion. Employees will receive advance notice of necessary overtime whenever possible. An employee's supervisor must approve all overtime work in advance. Exempt employees are not eligible for overtime wages.

If an employee takes vacation, comp, or sick time during the work week, that time does not count towards hours worked for the purposes of calculating overtime. Vacation, comp, and sick time will only be used if hours do not exceed 40 in a work week or 80 in a work period.

Holidays are considered hours worked for the purposes of calculating overtime except for police officers or employees regularly scheduled for shift work assignments. See Holiday Policy section for impact of paid Holiday Leave for the purposes of calculating overtime.

Exempt employees must be paid on a salary basis. This means exempt employees will regularly receive a predetermined amount of compensation each pay period on a weekly basis. The Town is committed to complying with salary basis requirements which allows properly authorized deductions.

3.3 COMPENSATORY TIME

The town encourages extra time worked in a standard workweek to be flexed within the same workweek. If flexing of time would create an undue hardship of the operations of the Town, at the option of the Town and non-exempt employee, comp-time may be taken and accrued in lieu of overtime pay, subject to the following:

- Comp-time shall be earned at one and one-half times the hours worked over 40 in the workweek and must be recorded on the timesheet.
- Comp time accrual may not exceed 40 hours total. Any overtime hours worked in excess of this limit will be paid at one and one-half times the regular rate.
- Comp time is required to be taken prior to using vacation leave.
- The employee is entitled to receive payout of unused accumulated comp time when employment is terminated or if a non-exempt employee status changes to an exempt employee.

An employee may use his/her accumulated comp-time off provided the scheduling of the time off does not unduly disrupt department operations; therefore, the employee and the Supervisor shall meet to determine a mutually acceptable schedule of time off. Employees must be

permitted to use comp-time within a reasonable period as defined by FLSA after making their request for time off. If accrued comp time has not been taken by December 31, the balance of accrued comp time will be paid to the employee.

To ensure compliance with the spirit and intent of this policy, supervisors will be responsible for managing the accrual and usage of comp-time in conjunction with other requested time off.

3.4 MEAL AND REST PERIODS

Employee meal periods are important to Town productivity and employee health. Non-exempt employees will be provided a 15-minute rest period for each four hours or major fraction worked; if practical, in the middle of the work period. This time is counted and paid as time worked.

Employees scheduled to work a five-hour period, or more are entitled to a 30-minute unpaid meal period. Non-exempt employees are required to take a minimum of a 30-minute unpaid meal period. Some departments will schedule up to a one-hour unpaid lunch period. Non-exempt employees are required to track this unpaid meal period on their timesheet. When non-exempt employees find an uninterrupted meal period is impractical, with supervisor pre-approval, employee may be permitted to consume an “on-duty” meal while performing duties. Employees shall be fully compensated for the “on-duty” meal period without any loss of time or compensation.

Exempt employees, as they are paid a weekly salary regardless of the hours they work, may choose to take breaks as needed.

3.5 TIME RECORDS

Exempt and non-exempt employees are required to keep an accurate and complete record of their attendance and hours worked. The employee’s supervisor and the employee must sign the Time Card before it is sent to payroll for processing. Time Cards should be submitted to payroll at the end of each pay period or work period.

Each employee's time sheet should indicate for each day/shift worked: the total amount of time in hours and quarter hours the employee worked each day/shift based on the time the employee began or stopped working at the start or end of a scheduled work period, less the time the employee took for meal breaks of 30 minutes or more and less any other time the employee stopped work during the scheduled work period, other than scheduled refreshment breaks.

Time Cards are official business records and may not be altered without the employee’s supervisor’s approval and may not be falsified in any way. If falsification is discovered, disciplinary action will be taken, up to and including termination.

3.6 PERFORMANCE REVIEWS

At any time, employees should discuss any question they have about their performance with their supervisor. Employees may receive performance reviews from time to time. Please contact and advise your supervisor or Human Resources if more than one year has passed since receiving formal feedback.

SECTION 4

STANDARDS OF CONDUCT

4.1 GENERAL STANDARDS AND EMPLOYEE RELATIONSHIPS

Employees of the Town are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity and ethical behavior at all times. This not only involves respect for the rights and feelings of others, but also demands that employees, while conducting business on behalf of the Town, refrain from any behavior that might be harmful to themselves, their coworkers, and the Town, or that might be viewed unfavorably by the public at large.

Employee Relationships

The Town believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. If employees allow personal relationships with coworkers to negatively affect the working environment, employees may be subject to the appropriate provisions of the Town's disciplinary policies. Where doubt exists, employees should speak with human resources or their supervisor for clarification.

4.2 VIOLENCE IN THE WORKPLACE

Employees must not engage in intimidation, threats, or hostile behaviors, physical/verbal abuse, vandalism, arson, sabotage, bullying, or any other act which in the Town of Eagle's opinion is inappropriate to the workplace. In addition, bizarre or offensive comments regarding violent events and/or behavior are not tolerated.

The Town of Eagle prohibits the possession or use of unconcealed weapons on Town property, unless the employee is required to carry a concealed weapon as a job requirement or carries a lawful concealed carry permit. This guideline applies to all Town employees, contract and temporary employees, on Town property.

Concealed weapons for which the employee has a permit must be unloaded or properly disarmed to render them un-dischargeable or unusable while on Town property. Further, the employee with the concealed weapon who has a permit must report to Human Resources Manager or Town

Manager that they are carrying a concealed weapon while on Town property and must show the Human Resources Manager the permit. Excluding police officers, you must provide the weapon for inspection to the Police Chief or Police Supervisor. Additional precautions may be taken depending upon the circumstances.

“Town property” covered by this guideline includes all Town of Eagle-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, and parking lots under the Town’s ownership or control. This guideline also applies to all Town of Eagle-owned or leased vehicles and all vehicles that come onto Town property.

“Dangerous weapons” include, but are not limited to, handguns, firearms, explosives, and knives with blades 3 ½” greater, and other weapons further defined by Colorado statute. If employees have a question regarding whether an item is covered by this guideline, they should contact Human Resources. Employees have the responsibility to make sure that any item not specifically listed above that is possessed by the employee is not prohibited by this guideline.

The Town reserves the right at any time and at its discretion to search all Town-owned or leased vehicles and all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures, and persons entering its property, for determining whether any weapon has been brought onto its property or premises in violation of this guideline. Any employee failing or refusing to promptly permit a search under this guideline will be subject to discipline up to and including a discharge.

Duty to Notify

In furtherance of the above stated policy, employees are asked to notify their supervisors (unless the act involves the supervisors) and the Human Resource Department (and police department in the case of imminent danger) of any suspicious workplace activity, situations, or incidents that they observe or know of that involve other employees, customers, or visitors and that appear problematic. This would include for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like, made directly or indirectly. Employee reports made pursuant to this policy shall be held in confidence, to the maximum possible extent. The Town prohibits any form of retaliation against any employee for making a report in good faith under this policy. Failure to abide by this policy will not be tolerated.

Any behavior listed above should be immediately reported to a supervisor or Human Resources representative. Complaints will receive attention and the situation will be investigated. Based on the results of the inquiry, action will be taken which management believes is appropriate. Employees should directly contact law enforcement personnel if they believe there is an imminent threat to the safety and health of employees or property.

4.3 Workplace Bullying

The Town of Eagle defines bullying as inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or during employment.

The purpose of this policy is to communicate to all employees, including supervisors and managers, that the Town will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when making decisions regarding discipline. It is the effect of the behavior upon the individual that is important. The Town considers the following types of behavior examples of bullying:

- *Verbal Bullying:* Slandering, ridiculing or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- *Physical Bullying:* Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- *Gesture Bullying:* Non-verbal threatening gestures or glances that convey threatening messages.
- *Exclusion:* Socially or physically excluding or disregarding a person in work-related activities.

If you believe there has been a violation of the Workplace Bullying policy, please use the problem-solving procedure outlined at the end of this section.

4.4 ATTENDANCE AND PUNCTUALITY

Each employee is given a regular schedule to ensure all Departments are covered appropriately to handle Town requirements and needs.

Punctuality and regular attendance are essential to the successful operation of the Town of Eagle's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor (or another Supervisor if theirs is not available), prior to his or her starting time. Department Supervisors will define allowable methods of contact. Calling in for another employee is not acceptable. If an employee desires to modify their set schedule for any reason during the workday, the employee must obtain the approval of his or her supervisor in advance. If the employee fails to call his or her supervisor or

report for work for three (3) consecutive workdays, the employee will be terminated from employment. Excessive absenteeism or tardiness will not be tolerated.

4.5 DISCIPLINE/DISCHARGE

Occasionally performance or other behavior falls short of our standards and/or expectations. When this occurs, management takes action, which in its opinion, seems appropriate.

Disciplinary actions can range from a formal discussion with the employee about the matter to immediate discharge. Action taken by management in an individual case does not establish a precedent in other circumstances.

4.6 ATTIRE AND GROOMING

It is important for all employees to project a professional image when at work by being appropriately attired. Due to the frequent interaction with the public, standards of personal appearance and personal apparel have been determined. What we wear to work reflects the pride we have in our organization, in what we do, and in ourselves. Although attire will vary according to job responsibilities, we ask that your appearance always show discretion, good taste, and appropriateness for the safe performance of your job. Body odor, bad breath, cigarette smoke and excessive use of perfume or cologne are offensive to coworkers and to the public. Please take the necessary precautions with regular bathing, deodorant and good dental hygiene. General guidelines are as follows:

- Employees are expected to dress in a manner normally acceptable in professional business establishments.
- While on duty, no member shall display a tattoo that contains language or pictures that are offensive to others in the workplace that are based on racial, sexual, religious, ethnic or other characteristic or attributes of a sensitive or legally protected nature. Any offensive tattoos must be covered up and not visible.
- Clothing that reveals too much cleavage, back, chest, stomach, legs, feet or your underwear is not appropriate.
- Perfume, cologne, or after shave should be used sparingly. If employees report for work improperly dressed or groomed in the Town's opinion, their supervisor may instruct them to return home to change clothes.

Business Casual Attire

For departments not required to wear uniforms, Business Casual Attire is generally accepted in mountain communities. This may best be done by combining some of your existing business wardrobe with casual attire. Listed below are some general guidelines although these are not intended to be all-inclusive.

- Casual pants, jeans or slacks are acceptable for all employees. Halter tops, sweat pants, and jogging pants are unacceptable.

- Shorts may be acceptable when deemed appropriate by the department manager for specific job duties.
- Skorts, dresses, and skirts should be no more than 2 – 3 inches above the knee.
- Button down, vests, technical and casual dress, polo shirts are acceptable.
- Flip flops or beach-type sandals are not acceptable.
- If in doubt whether attire is appropriate, do not wear it, or ask your supervisor ahead of time.
- Employees should also take their day's schedule into account on casual day. Traditional dress may be more suitable if meeting with visitors.

Check with your supervisor or manager ahead of time if you have any questions.

4.7 SAFETY

The Town of Eagle is committed to providing a safe workplace. Accordingly, the Town emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and coworkers. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

All job-related injuries or illnesses, no matter how small or minor, must be reported immediately to the employee's supervisor by completing an incident or accident report. If the supervisor is not on duty, the employee should report it to Human Resources. Please consult the Town of Eagle's Workers' Safety and Cost Containment Manual for complete details regarding specific safety policies and procedures for each specific department.

4.8 DRUG AND ALCOHOL POLICY STATEMENT

The Town of Eagle is committed to a safe, healthy, and productive work environment for all employees, free from the effects of illegal or non-prescribed drugs and alcoholic beverages. Use of drugs and alcohol alters employee judgment resulting in increased safety risks, employee injuries, and faulty decision making. Therefore, the possession, use, sale of controlled substances or alcohol on Town of Eagle premises or during Town time is prohibited. This includes working after the apparent use of marijuana, regardless of marijuana's legal status. Furthermore, working after the use of alcohol, a controlled substance or abuse of any other substance is prohibited. Alcoholic beverages served in conjunction with an authorized Town event are an exception to this prohibition. However, if an employee is being compensated to drive, are on-call or have the potential to be dispatched, no alcohol is allowed.

Testing is an essential element in the Town's efforts to ensure a safe and productive work environment. The Town has issued separate guidelines for this testing program. Please contact human resources, or your supervisor if you have specific questions.

4.9 WORKPLACE SEARCHES

The Town reserves the right to inspect all locations and items on Town's premises, upon reasonable suspicion, including, but not limited to offices, vehicles, closets, lockers, desks, file cabinets, and other equipment (including, but not limited to computers, voice mail, and e-mail) and facilities or any area on Town premises are the property of the Town ("Town Property"), and are intended for business use. Employees should have no expectation of privacy with respect to Town property and/or items stored within Town Property or on Town premises. Inspection may be conducted at any time, without notice, at the discretion of the Town of Eagle. Any employee obstructing any proper search, or otherwise interfering with the administration of Town activities pursuant to this section is in violation of this policy.

All employees must cooperate in an inspection; an employee failing or refusing to promptly permit a search under this guideline will be subject to discipline up to and including termination.

4.10 COMMUNICATION SYSTEMS

The communication systems are property of the Town and intended for business use. An employee's use of these systems must not disrupt the operation of the Town network or the networks of other users. And, it must not interfere with employees' productivity.

The Town maintains the ability to access and monitor any computer files, use of software, Internet usage, e-mail, and voice mail. Information stored or communicated via the Town's computer and communication systems may be public record under the public records law and subject to public inspection. Employees should not assume that any such information is confidential. However, other than management employees acting on behalf of the Town, employees should not attempt to gain access to another employee's computer, Internet files, e-mail, or voice mail without the latter's permission.

All information regarding access to the Town of Eagle's computer resources, such as user identifications, modem phone numbers, access codes, and passwords are confidential information and may not be disclosed to non-Town personnel.

Software and Copyright

The Town licenses and does not own the software it utilizes. Therefore, use of the software must be in accordance with the applicable Software Agreements or as directed by the Town's designated Software Manager. Employees must not use the Town's technology resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author's permission.

Unauthorized Use

Employees are not permitted to use the Town of Eagle system in a way that is deemed by management as inappropriate or in violation of other Town guidelines. The Town determines when an employee is using the Town communication systems inappropriately.

E-mail

Email is to be used for business purposes. While personal e-mail is permitted, it is to be kept to a minimum. Personal e-mail should be brief and sent or received as seldom as possible. The Town prohibits the display, transmittal, or downloading of material that is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or otherwise unlawful at any time. No one may solicit, promote, or advertise any outside organization, product, or service through the use of e-mail or anywhere else on Town premises at any time. Management may monitor e-mail from time to time. Employees should be aware that emails might be public records and subject to public disclosure.

Employees are prohibited from unauthorized use of encryption keys or the passwords of other employees to gain access to another employee's e-mail messages.

Voice Mail

Employees are responsible to make certain their voice mail messages are reviewed in a timely fashion. When employees know that they are going to be out of the office for 2 days or more, they must leave messages on their voice mail stating when they will be returning messages, and who will be an alternative contact in the meantime. See Customer Service Standards for guidelines.

Telephones/Cell Phones

Personal calls, including those made with cell phones and mobile devices, must be minimal and not interfere with employees' performance of their jobs. Personal use of the Town telephones for long distance is not permitted.

The Town provides cell phones and mobile devices to those employees who need them to perform their jobs. Such devices are intended for business use. Therefore, personal calls should be limited to those necessary and should be brief.

For safety reasons, the use of cell phones while driving a town vehicle is prohibited. Employees are not permitted to text while operating a motor vehicle and can only text when the vehicle is lawfully parked.

4.11 SOCIAL MEDIA POLICY

Whenever you use social media, use good judgment. We request that you be respectful of the Town, our employees, customers, partners and affiliates, and others.

Personal use of social media is never permitted on working time by means of the Town's computers, town-issued mobile devices, networks, and other IT resources and communications systems. Use of personal mobile devices during work time should be kept to a minimum. The Town has developed Use of Social Media Guidelines for employees who use social media like blogs, wikis, and social networking sites that may contain postings related to the Town, employees of the Town, and any other affiliates of the Town.

Nothing in this guideline is meant to interfere with employees' right under federal law to engage in protected and concerted activity, including employees' ability to discuss terms and conditions of their employment.

Specific Guidelines

1. Public communications concerning the Town, employees of the Town, and any other affiliates of the Town must not violate any guidelines set forth in this handbook, especially as it relates to discrimination, unlawful harassment, and illegal activities.
2. Your personal or anyone else's blog, wiki, or social networking site is not the ideal place to make a complaint regarding alleged discrimination, unlawful harassment, or safety issues. Complaints to the Town regarding these issues shall be made consistent with the complaint procedures in this handbook so that the Town can address them.
3. Blogs, wikis, chat rooms, and other forms of social media communications are individual interactions, not Town communications. All postings on a blog, wiki, chat room, or social networking site on behalf of the Town must be posted to official town sites by authorized individuals.
4. If you post any comment that promotes or endorses Town products or services in any way, the law requires that you disclose that you are employed by the Town.
5. You must comply with all applicable laws including copyright and fair use laws. Only the Town's designated custodians of records are authorized to respond to open records and criminal justice records requests and such request relating to any social media or other records shall be handled by them. When you use social media, use good judgment. We request that you be respectful of the Town, our employees, our customers, our partners and affiliates, and others.
6. Avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages our employees, customers, partners and affiliates, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment.

Nothing in this guideline is meant to interfere with employees' right under federal law to engage in protected and concerted activity, including employees' ability to discuss terms and conditions of their employment.

Please consult with your supervisor if you have any questions about the appropriateness of publishing information relating to the Town.

4.12 SOLICITATIONS, DISTRIBUTIONS AND POSTING OF MATERIALS

The Town of Eagle prohibits the solicitation, distribution and posting of materials on or at Town property by any employee except as may be permitted by this policy. Charitable and community activities supported by Town management and town-sponsored programs related to Town services are permitted.

Provisions:

- Employees may not solicit other employees during work times, except about a town-approved or sponsored event.
- Employees may not distribute literature of any kind during work times or in any work area at any time, except about town-sponsored event or if approved by Human Resources.
- The posting of materials or electronic announcements are permitted with approval from Human Resources.

Violations of this policy should be reported to Human Resources.

4.13 SMOKE AND TOBACCO FREE WORKPLACE

It is the policy of the Town of Eagle to prohibit smoking and tobacco use as specified below to provide and maintain a safe and healthy work environment for all employees. Smoking and tobacco use is defined as snuff, tobacco pouches and chewing tobacco, the act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette, e-cigarette, personal vaporizer or pipe of any kind.

The smoke and tobacco free workplace policy apply to:

- All areas of Town buildings excluding designated smoking areas.
- All Town-sponsored off-site conferences and meetings.
- All vehicles owned or leased by the Town.
- All contractors and consultants and/or their employees working on the Town premises.
- All employees, including temporary and seasonal employees.

Smoking is prohibited within all areas of the buildings and within 25 feet of any entryway into any Town building Per C.R.S. 25-14-204. Employees may smoke in designated areas.

4.14 ETHICAL STANDARDS; INCOMPATIBLE ACTIVITIES

The holding of public employment is a public trust, created by the confidence which the electorate reposes in the integrity of Town officials and employees. Town officers and employees should not engage in any activities or enterprises which are incompatible with his or her duties as a Town officer or employee or with the duties, functions and responsibilities of the department in which he or she is employed.

Incompatible Activities

- Private Gain – Any employment, activity or enterprise which involves the use for private gain of the Town's time, facilities, equipment, supplies, prestige, influence, badge or uniform.
- Cause for Audit – Performance of an act, in other than one's capacity as a Town officer or employee, which may later be subject, directly or indirectly, to control, inspection, review or audit by such officer or employee or by the Town department in which he or she is employed.
- Disclosure or Use of Confidential Information – Disclosure or use of confidential information acquired during his or her official duties to further substantially his or her personal financial interest.
- Acceptance of Gifts – The acceptance of a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value which would tend improperly to influence a reasonable person in his or her position to depart from the faithful and impartial discharge of his or her public duties; or which he or she, or a reasonable person in his or her position, knows or should know under the circumstances is primarily for the purpose of rewarding him or her for official action he or she has taken.

An "economic benefit tantamount to a gift of substantial value" includes, without limitation, a loan at a rate of interest substantially lower than the commercial rate then currently prevalent for the similar loans and compensation received for private service rendered at a rate substantially exceeding the fair market value of such services. For the purposes of this section, the following shall not be considered "gifts of substantial value" or "gifts of substantial economic benefit tantamount to gifts of substantial value".

- An occasional non-monetary gift with a value of less than \$25.00.
- A non-monetary award publicly presented by a non-profit organization in recognition of public service.
- Payment of or reimbursement for actual and necessary expenditures for travel and subsistence for attendance at a convention or other meeting at which the Town official or employee is scheduled to participate.
- Reimbursement for, or acceptance of, an opportunity to participate in a social function or meeting which is offered to the Town official or employee which is not extraordinary when viewed considering the position held by such official or employee.
- Items of perishable or non-permanent value, including, but not limited to, meals, lodging, travel expenses or tickets to sporting, recreational, educational or cultural events.

- Payment for speeches, appearances or publications.
- Financial Transactions – Engaging in a substantial financial transaction for his or her personal business purposes with a person whom he or she inspects or supervises during his or her official duties.
- Related Business Entities - Performing an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.
- Conflict of Interest – In accordance with State law, a Town officer or employee should not acquire or hold an interest in any business or undertaking which he or she has reason to believe may be directly and substantially affected to its economic benefit by official action to be taken by a department over which he or she has substantive authority. In addition, a Town officer or employee should not, within six (6) months following the termination of his or her office or employment, obtain employment in which he or she will take direct advantage, unavailable to others, of matters with which he or she was directly involved during his or her term of employment. These matters should include rules, other than rules of general application, which he or she actively helped to formulate and applications, claims or contested matters in the consideration of which he or she was an active participant.

4.15 PROBLEM SOLVING

These procedures are intended to be used to address issues regarding workplace policies or practices that are a matter of concern for the organization. These procedures do not apply to any disciplinary action or to termination of employment. They also do not apply to handling of complaints under Section 1.7 Anti-Harassment and Discrimination, which are to be handled under the complaint procedures set forth in Section 1.7.

Step One:

Promptly bring the complaint to the attention of the immediate supervisor. This discussion should be held within three to five days of the incident, or in a timely manner. If the complaint involves the supervisor, the Department Manager, then it is permissible to proceed directly to step two. The supervisor will investigate the complaint, attempt to resolve it, and give a decision to the employee within a reasonable time.

Step Two:

If the solution is not satisfactory, or if it is inappropriate to go to the supervisor, then employees are encouraged to take the problem to the Department Manager, or Human Resources in a timely manner. The problem should be presented in writing stating the nature of the problem. The Department Manager, or Human Resources will, in a timely fashion, investigate the issues and communicate a decision in writing to all parties involved.

Step Three:

If an employee still feels the problem has not been resolved, an employee may take a written appeal within a timely manner to the Town Manager. The timeliness requirement and procedures to be followed are similar to those in Step Two. The Town Manager will take the necessary steps to review and investigate the complaint and will then issue a written and final decision.

SECTION 5 EMPLOYEE BENEFITS AND SERVICES

5.1 TOWN OF EAGLE BENEFITS

The Town provides excellent benefits for its full-time employees.

Currently, the Town provides a number of benefit plans such as employee assistance plan, medical, dental, vision, disability and life insurance. At the end of each calendar year, during open enrollment, employees may change medical and dental elections for the following calendar year.

For specific information regarding the Town's benefit program, please contact the Human Resources Department. Summary Plan Descriptions are available upon request. Qualifying life events, as defined in Plan documents, allow employees to make midyear changes in coverage consistent with the qualifying life event. Please contact Human Resources to determine if a family status change qualifies under the Plan document and IRS regulations. Refer to Benefits Summary documents.

5.2 EMPLOYEE DEVELOPMENT

General Policy

The Town encourages development of each employee to his or her fullest potential. Completion of special training programs may be a factor to be considered in making promotions and/or job assignment. Town employees are encouraged to develop and further their job skills and personal potential by participating in programs geared to their needs and the needs of the Town.

Tuition Reimbursement

Employee's desiring to enroll in correspondence or college courses may be reimbursed for the tuition costs in full or in part provided approval is given by their Manager or Supervisor prior to registering. Textbooks, workbooks, and supplemental materials are paid for by the employee and coursework must be satisfactorily completed before reimbursement. Training must be related to the employees' position.

Reimbursement for Expenses Incurred at Training and Other Programs

If an employee receives prior approval from their Supervisor or Manager to attend a convention, training program, seminar, institute, or similar program aimed at enhancing the employee's skills

on the job, the Town may reimburse the employee for costs incurred, including registration fees, transportation expenses, meals and lodging. See separate Training Expense Reimbursement Guidelines for more information.

SECTION 6 EMPLOYEE LEAVES OF ABSENCE AND TIME OFF

6.1 GENERAL POLICY

While regular attendance is crucial to maintain business operations, the Town recognizes that, for a variety of reasons, employees may need time off from work. The Town has available many types of leaves of absence. For all planned leaves, employees should submit a leave request at least five (5) days in advance; in case of emergencies, employees should submit the leave request to their Supervisor as soon as they become aware of the need for leave. All unpaid leave requires prior approval by the Town Manager.

6.2 SICK LEAVE

All full-time, employees shall accrue sick leave from the date of hire at the rate of 8 hours per month, for a total of no more than 12 days (96 hours) per year.

Part-time employees shall accrue sick leave from the date of hire at the rate of 4 hours per month, for a total of no more than 6 days (48 hours) per year. Seasonal and temporary employees are not eligible for paid sick leave.

Sick leave is to be used only in the following circumstances: (a) when an employee is ill or incapacitated for work; (b) when an employee's exposure to contagious disease may jeopardize the health of other employees; and (c) when an illness is in the employee's immediate family, but only when it is necessary for the benefit of the immediate family for the employee to remain away from work; (d) when an employee is on an approved medical or family leave of absence; (e) for medical appointments. Employees are required to notify their Supervisor when sick leave is taken and complete a sick leave form to receive paid sick leave. Sick leave can be accumulated and carried over from year to year up to a maximum of 480 hours. Sick leave may also be used for pregnancy, childbirth or adoption. Employees are not paid for any unused sick leave when their employment terminates.

After three consecutive (3) days of illness, a written verification from the employee's personal physician may be required, which should indicate that the employee is unable to participate in all the employee's duties for the Town. If an employee misses work due to a family member's or dependent's illness, a written verification of an illness from the family member's or dependent's personal physician may be required following an absence

6.3 HOLIDAYS

The Town observes the following paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous Peoples Day
- Veteran's Day
- Thanksgiving Day and the Day after Thanksgiving
- One-half (1/2) Day on December 24th
- Christmas Day
- One-half (1/2) Day on New Year's Eve
- One Floating Holiday Annually

Holidays that fall on a Saturday are typically observed the preceding Friday; those that fall on a Sunday are typically observed the following Monday. For guidelines on Floating Holidays, please see the Floating Holiday Policy. For sworn police officers, holidays are observed on the actual holiday. If a holiday falls during an employee's vacation or paid leave, the holiday will not be counted as vacation or leave time.

The Town will grant paid holiday time off to all eligible employees. Holiday pay for full-time, non-police officer employees will be calculated based on the employee's base rate (as of the date of the holiday), pay is based on 8 hours for a full day and 4 hours for a half day.

Part-time employees will receive 4 hours of holiday pay for a full day and 2 hours for a half day. Part-time employees who are regularly scheduled to work under 10 hours a week will not receive holiday pay.

Seasonal and temporary employees are not eligible for paid time off for holidays.

Holiday Policy and Overtime Compensation: Holidays, with the exception of Floating Holidays, are considered hours worked for the purposes of calculating overtime for all non-exempt employees except Police Officers and other employees regularly scheduled for 24/7 shift work assignments.

Worked holidays

Fulltime employees who are required or choose to work on a holiday may take another day off within the same pay period to be arranged with your supervisor.

Police Officers Worked Holiday Premium Pay: Full-time hourly Police Officers or employees regularly scheduled for shift work assignments who work on a paid holiday will be paid a Holiday Premium rate equivalent to time and one half (1 ½) of their regular rate of pay for actual hours worked on the holiday in addition to holiday pay of 8 hours for a full day or 4 hours for a half day. Only Police Officers whose shift starts on the holiday are eligible to receive Holiday Premium Pay. If a shift begins prior to the holiday and extends into the holiday, these hours are not eligible for Premium pay.

Holidays not worked: If an officer doesn't work a holiday, pay is based on 8 hours for a full day and 4 hours for a half day to be recorded in the bottom section of the time sheet.

Half Day Holidays: If working the half day holiday, in addition to holiday pay of 4 hours, actual working hours up to and including 6.00 hours is paid at the regular rate of pay. Actual hours worked exceeding 6.00 hours is paid at time and one half (1 ½).

6.4 VACATION TIME

The Town of Eagle offers vacation time to provide opportunities for rest, relaxation, and personal pursuits. Employees begin accruing vacation time immediately. Thereafter, vacation time is accrued according to the following schedule:

- 12 Days of Vacation – 1 to 5 years of service accrued at eight (8) hours per month.
- 15 Days of Vacation – 5 to 10 years of service accrued at ten (10) hours per month.
- 20 Days of Vacation – After 10 years of services accrued at 13.33 hours per month.

Vacation time will be paid at an employee's base pay rate. Time on vacation is not counted toward or paid as overtime for non-exempt employees. Part-time employees are not eligible for years of service increases. To be eligible for paid vacation, part-time employees must work an average of 20 hours weekly and vacation leave may only be taken on scheduled work days.

Seasonal or temporary employees will not receive paid vacation.

Vacation scheduling can be difficult during certain times of the year. Vacations are scheduled at the discretion of the employee's supervisor and the Town. Vacation requests will be considered in the order they are received. In case of conflicting requests, the first submitted request will be given scheduling priority. To request vacation, employees should complete a leave request form, fill it out, and have their supervisor approve it, then submit it with timecard.

When a paid legal holiday falls during an employee's scheduled vacation, such holiday shall not be considered vacation time.

Maximum Accumulation of Vacation

Full-time employees who have been with the Town for less than 10 consecutive years may not accumulate more than 160 vacation hours. Full-time employees who have been with the Town for more than 10 consecutive years may not accumulate more than 240 vacation hours.

Part-time employees may not accumulate more than 80 vacation hours.

Every employee shall be afforded the opportunity to take annual vacation. Once the vacation cap is reached, no additional leave will accrue until the balance falls below the vacation cap. No employee shall lose any vacation to which he or she is entitled when Town operations require his or her presence on the job. No employee shall be permitted to waive vacation leave for the purpose of receiving extra compensation. Upon termination of employment from the Town, an officer or employee shall be paid for all vacation hours accumulated but not used, to the date of termination.

6.5 MEDICAL LEAVE OF ABSENCE

Should the need arise, the Town provides eligible employees with a leave of absence from work for certain medical reasons as provided below. Unless federal, state or local laws provide otherwise, in order to be eligible for the leave, an employee must have been employed by the Town for at least 12 months.

An eligible employee may take up to three months of unpaid leave for illness, injury, or pregnancy.

Human Resources is notified by the employee as soon as possible of the need for medical leave.

The employee submits to Human Resources a written statement from a medical provider outlining the reason for leave and the estimated time needed. (The Town may require the employee to obtain an opinion from a medical provider selected by the Town.)

Approvals are obtained from Human Resources prior to the leave.

All available sick leave and earned vacation is used at the beginning of the leave of absence. Accrued sick, comp time, and vacation leave must be used before the employee can take unpaid leave.

When the estimated period of leave is less than three months and an employee needs to extend the leave, another medical provider's statement is required indicating the new estimated length of leave.

An employee ready to return to work from leave must present a doctor's statement indicating ability to return to work and perform the essential functions of their position, with or without reasonable accommodation.

Unless otherwise required by law, the following applies to medical leaves of absence. The Town may reinstate an employee ready to return from a medical leave of absence when, in the opinion of the Town, it is practical to do so. The Town does not guarantee reinstatement of an employee to the former job. When the employee is available to return to work, the employee is free to apply for any vacancy available and may be considered along with other applicants.

The Town of Eagle currently continues medical and life insurance benefits for an employee on leave for a maximum of three months as long as the employee continues to pay the employee's portion of the premium.

Vacation and sick leave will not accrue during a medical leave of absence. Holidays, funeral pay, or employer's jury duty pay will not be granted during the leave.

Employees who fail to return at the expiration of their authorized leave may be terminated. If the employee's failure to return is due to a disability under the Americans with Disabilities Act or other law, additional accommodations may be provided. Employees must supply sufficient information from their medical provider indicating that they have a covered disability and when they can return to work with or without reasonable accommodation. Accommodations must not cause undue hardship to the employer. Potential accommodations will be determined in an interactive process between the employee and the Town.

Part-time employees are not eligible for medical leave except as required as an accommodation for a disability.

6.6 FAMILY MEDICAL LEAVE

The Town provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- Incapacity due to pregnancy, prenatal medical care, or child birth.
- To care for the employee's child after birth, or placement for adoption or foster care.
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.
- Serious health condition that makes the employee unable to perform the employee's job.

MILITARY FAMILY LEAVE ENTITLEMENTS

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the Armed Forces, National Guard, or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.”

Benefits and Protections

During FMLA leave, the Town maintains the employee’s health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the Town for payment of insurance premiums during leave.

Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave. As with other types of unpaid leaves, paid leave will not accrue during the unpaid leave. Holidays, funeral leave, or employer’s jury duty pay are not granted on unpaid leave.

Eligibility Requirements

Employees are eligible if they have worked for this Town for at least 12 months, for 1,250 hours over the previous 12 months, and if they work at a work site with at least 50 employees within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

The maximum time allowed for FMLA leave is either 12 weeks in the 12-month period as defined by the Town, or 26 weeks as explained above. The Town uses the 12-month period measured forward from the first day of an employee's leave.

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Town's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the Town's agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

Substitution of Paid Leave for Unpaid Leave

The Town requires employees to use accrued paid leave while taking FMLA leave. Paid leave used at the same time as FMLA leave must be taken in compliance with the Town's normal paid leave policies. If an employee's leave of absence does not constitute paid leave as defined in the Town's paid leave policies, the employee cannot use accrued paid leave, but can take unpaid leave. FMLA leave is without pay when paid leave benefits are exhausted.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Town's normal call-in procedures.

Employees must provide sufficient information for the Town to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. The Town may require second and third medical opinions at the Town's expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with the Town's attendance guideline. Employees on leave must contact the Human Resources Manager at least two days before their first day of return.

The Town's Responsibilities

The Town will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Town will provide a reason for the ineligibility.

The Town will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Town determines that the leave is not FMLA-protected, the Town will notify the employee.

Unlawful Acts

FMLA makes it unlawful for the Town to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA.

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the Town.

FMLA does not affect any federal or state law prohibiting discrimination **or** supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

6.7 BEREAVEMENT LEAVE

In the event of a death in the immediate family, employees may have up to four (4) working days, at their regular straight time or base salary to handle family affairs and attend the funeral. "Immediate family" is defined as spouse, domestic or civil union partner, children, parents, legal guardian, brothers, sisters, mother-in-law, father-in-law, grandparents or grandchildren. Any additional time off should be requested as vacation, comp time or an unpaid time off to extend their absence from work, with the approval of the employee's direct supervisor. Whenever possible, an employee's supervisor must approve a funeral leave in advance.

6.8 JURY DUTY

Non-exempt employees who are summoned for jury duty will be compensated for scheduled hours, with pay, at their regular straight time or base pay for up to the first three days of jury duty. If required to serve more than three days, payment received from a court for service as a juror shall be retained by the employee. With proof of service from the courts, the Town will supplement non-exempt employee's wages received from the courts to make up the difference in their regular straight time or base pay wages, less the payment received from the court. With proof of service from the courts, exempt level **em**ployees may be eligible to continue to receive their regular bi-weekly salary while serving jury duty with pre-approval from the Town Manager.

The employee must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover his or her duties. Employees are required to call in or report for work immediately on those days or parts of days when their presence in court is not required.

6.9 VOTING TIME

Employees who are registered voters and who lack three (3) non-working hours when polls are open to vote in any local, state, and national election may take up to two (2) hours off work with pay at the beginning or end of their shift if the employee requests, or at a time decided by the Town, for this purpose.

6.10 MILITARY LEAVE OF ABSENCE

Employees granted a military leave of absence are reinstated and paid in accordance with the laws governing veterans' re-employment rights. Employees who are in the Reserve or National Guard and are called for training will be compensated for up to 15 days per year for such purposes. Documentation of training duty is required. Training duty beyond the 15 days per year will be unpaid.

6.11 DOMESTIC ABUSE LEAVE

Employees subject to domestic abuse may be eligible for a leave of absence. Please see the Human Resources Department for more information.

SECTION 7 EMPLOYEE TRANSPORTATION AND TRAVEL

7.1 PARKING

The Town provides employee parking spaces in designated areas. Employees should park only in employee spaces, so customers and visitors have easy access to our facilities. The Town does not assume responsibility for theft or any damage to employees' vehicles or any personal property in vehicles while parked on the Town's premises.

7.2 USE OF TOWN-OWNED VEHICLES

Town-owned vehicles are to be used for official business only and shall not carry any passenger other than in connection with official Town business. An employee authorized to drive a Town vehicle must have a current Colorado Driver's License. The Town reserves the right to investigate the driving records of an employee who is driving Town vehicles. Employees must wear seat belts, obey all laws and be safe and courteous whenever they drive a Town vehicle. Employees should not carry any hazardous materials in the Town vehicles or permit any non-employee to operate the vehicles. Employee may responsible for any tickets or fines arising from their negligent use

of a Town vehicle. For safety reasons, the use of cell phones and mobile devices while driving a town vehicle is prohibited. Employees are prohibited from using a cell phone or other device to text while operating a vehicle on town business. Texting is only allowed when employees are lawfully parked in a safe area. The side or shoulder of the road is not considered a safe area.

7.3 USE OF PRIVATE VEHICLES

If an employee is required by his or her supervisor to use their personal car in the performance of their official duties, he or she shall be reimbursed by the Town for the mileage driven at a rate specified by the IRS. Supervisors shall authorize in advance any use of a personal vehicle for Town business. No cell phone use on Town business, while driving.

All employees who use their vehicles for any job-related purpose must have at least the minimum motor vehicle liability and collision insurance required by law and must be sure their insurance covers any collision or vehicle liability that arises while they are using their vehicle on the job. The Town reserves the right, in its sole discretion, to verify employee's vehicle insurance coverage and to request that the Town be named as an additional insured.

7.4 ACCIDENTS

If, while operating a Town-owned vehicle or a privately-owned vehicle in the performance of official duties, an employee is involved in an accident resulting in personal or property damage, that employee shall:

- Request that all parties and properties concerned remain at the scene of the accident until a law enforcement representative releases them.
- Notify the appropriate law enforcement agency.
- Report the accident to his or her supervisor immediately or to human resources no later than the next day.
- Refrain from any discussion of the accident with anyone other than the investigating police officer, appropriate Town officials, representatives of the insurance Town designated by the Town, and representatives of his or her own insurance Town, if the employee's privately-owned car is involved.
- If uninjured, complete an accident report onsite and turn into your supervisor or human resources.

7.5 REIMBURSEMENT OF MILEAGE AND PARKING EXPENSES

The Town currently reimburses an employee's authorized IRS mileage and reasonable parking expenses if that employee is out of town on approved Town business. The mileage reimbursement rate is intended to cover gas, vehicle use and insurance. The Town will also pay any parking charges necessarily incurred during job-related vehicle use. Employees who are parking at the airport or another location where long-term or other alternative, less expensive parking is available, should use the less expensive alternative. Employee's should submit a

Mileage/Parking Reimbursement Form and any parking charges receipts to Accounting for any reimbursable vehicle use within two (2) weeks after the date of any such charge. The Town does not reimburse for parking or traffic tickets occurred while travelling on town business. See the Town's expense reimbursement guidelines for more details.

SECTION 8 SEPARATION OF EMPLOYMENT

8.1 GENERAL

We request that employees who wish to resign their positions notify the Town of their anticipated departure date and go over the "check out" procedures at separation (conversion of insurance, return of property, delivery of final paycheck, etc.) with the Human Resources Department.

Employees may be considered for re-employment provided they qualify for the position of interest and while they were employed with the Town maintained satisfactory performance and attendance.

8.2 RETURN OF TOWN PROPERTY

The separating employee must return all Town property at the time of separation, including, uniforms, cell phones, keys, PCs, etc. Failure to return some items may result in deductions from the final paycheck. Payroll deduction only authorized with prior written authorization from employee.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT AND RECEIPT

I HAVE RECEIVED A COPY OF THE EMPLOYEE HANDBOOK DATED _____.
I UNDERSTAND THAT I AM TO BECOME FAMILIAR WITH ITS CONTENTS.
FURTHER, I UNDERSTAND:

- EMPLOYMENT WITH THE TOWN OF EAGLE IS AT-WILL. I HAVE THE RIGHT TO END MY WORK RELATIONSHIP WITH THE TOWN, WITH OR WITHOUT ADVANCE NOTICE FOR ANY REASON. THE TOWN HAS THE SAME RIGHT.
- THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.
- THE HANDBOOK IS NOT ALL INCLUSIVE BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE TOWN'S GUIDELINES.
- THIS EDITION REPLACES ALL PREVIOUSLY ISSUED HANDBOOKS. THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK, EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT. THE TOWN THEREFORE RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE.
- NO REPRESENTATIVE OF THE TOWN, OTHER THAN THE TOWN MANAGER OR MAYOR, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE TOWN MANAGER AND ME. WE HAVE NOT ENTERED INTO SUCH AN AGREEMENT.

Employee Signature

Date



To: Mayor and Town Board of Trustees

From: Dawn Koenig, Community Development Administrative Technician

Date: July 23, 2019

Agenda Item: Proposed Version of EQR Table

REQUEST:

Staff requests the Board of Trustees provide feedback on the revised EQR table change from the presentation given on July 9.

BACKGROUND:

At the July 9th regular meeting of the Town of Eagle Board of Trustees, Staff presented an update on implementing the current EQR table for including notable challenges and suggested solutions for changing the EQR table for assessing Water and Sewer Plant Investment Fees for single family homes. Staff was directed to further research a change in the EQR based on lot size and/or square footage of new construction. Staff was also directed to establish a codified definition of bedroom to assist in assessing Water and Sewer Plant Investment Fees for new multi-family housing units. Board members expressed a desire to eliminate applying Plant Investment Fees specifically for the construction of Accessory Dwelling Units (ADUs). Attached to this memo are comparison tables for lot size and square footage options.

ANALYSIS:

Policy Options:

Option One: Assess PIF for Single Family Homes based on lot size:

Pros:

- It is a fixed target that will rarely change
- It is a straightforward simplistic way to calculate PIFs which promotes transparency and is easy to administer
- PIF will be paid upfront capturing the total PIF for the allowed buildable area for the lot
- It would eliminate any ambiguity around the intended use of space
- It would eliminate any ambiguity around size of irrigated landscaped area
- It would eliminate the need to assess fees for adding additional finished space

Cons:

- A higher EQR assessment could be allocated to a small sized house on a large lot which does not reflect actual impact to the water and sewer system

- A lower EQR assessment could be allocated to a small sized lot with a relatively large sized house which does not reflect actual impact to the water and sewer system
- Is not tied to the definition of EQR

Suggested Edits to EQR Table: EMC section [12.16.060\(1\)](#)

Classification for Lot Size(sqft)	Equivalent Unit
Up to 8,000	1.0
8,001 to 10,000	1.2
10,001 to 12,000	1.3
12,000 or more	1.4

Option Two: Assess PIF for Single Family Homes based on total Square Footage

Pros:

- It is a fixed target that will rarely change
- It is a straightforward simplistic way to calculate PIFs which promotes transparency and is easy to administer
- It would eliminate any ambiguity around the intended use of space and would be assessed for total gross floor area

Cons:

- Assessment is not tied to landscaping
- PIF fees would need to be assessed for residential additions increasing gross floor area

Suggested Edits to EQR Table: EMC section [12.16.060\(1\)](#)

Classification for Gross Floor Area(sqft)	Equivalent Unit
Up to 2,5000	1.0
2,501 to 3,500	1.2
3,501sqft to 5,000sqft	1.3
5,000sqft or more	1.4

***If square footage is added, additional PIF fees would be assessed based on the current rate per EQR assuming that one EQR is equal to 2,500 sqft of floor area**

Proposed code definition of GROSS FLOOR AREA:

The Floor Area within the inside perimeter of the exterior walls of the building under consideration, exclusive of vent shafts and courts, without deduction for corridors, stairways, ramps, closets, the thickness of interior walls, columns or other features.

Option Three: Stay with the current EQR Table and adopt a codified definition of bedroom

Pros:

- Least amount of work involved
- The EQR table would not change

Cons:

- Remodel projects may still be subject to PIF
- May not be the most accurate way to assess impact to the system
- Would not account for unfinished space
- Does not promote transparency
- Is intrusive as it causes town staff to analyze intended use of space that could be modified

Proposed code definition of SLEEPING ROOM*- A habitable space or room in a dwelling unit, or in any building, or portion thereof, classified as any group R occupancy, designed for or with potential for use as a room for sleeping by occupants. Factors determining this potential use shall include a space or room having walls and doors to separate it from other habitable spaces or rooms and a floor area of at least 70 square feet with any of the following factors:

1. Having a closet or similar provision for clothes storage, or
2. Having a full or partial bathroom directly connected to the space or room or on the same floor and accessible without passing through a closed room, or
3. Meeting the definition of habitable loft or mezzanine.

*** From the Town of Frisco Building Code**

Delete EMC section [12.16.060\(4\)](#) assessing PIF for accessory dwelling units

BUDGET/STAFF IMPACT:

There are impacts to the budget if changes to PIF are recalculated. Based on the examples and policy options provided, staff has estimated as a percentage, the revenue impacts for each policy option. When the town changed from basing EQR off lot size for bedrooms, there was a decrease in revenue.

Policy Option	Percentage +/-
1. PIF Based on Lot Size	+3.65%
2. PIF Based on Sq. Ft	+4.86%
3. Status Quo	0%

COMMUNITY ENGAGEMENT:

- None required.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal doesn't align with specific strategic objectives outlined in the Strategic Plan. However, staff has identified implementation issues with the current EQR Table that prevent the town from being transparent and equitable. In addition, our standards need to be clear and justifiable to our users. The current policy conflicts with some of our business values: transparency, increasing efficiencies, reliable and cost-effective services.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to direct staff to draft ordinances on the following:

1. Preferred policy option for assessing PIF for new construction single family homes
2. Preferred language for the definitions of sleeping room
3. Confirmation for deleting PIF payment requirements for new ADUs

ATTACHMENTS:

- Single Family Home EQR Table Comparison Analysis

Single Family Home EQR Table Comparison

Permit Number	Floor Area	Lot Size SqFt	Status Quo	Assessment Based on Lot Size	Variability	Status Quo	Based on Gross Floor Area	Variability
18TEGL-4610	5,130	23,086	1.35	1.4	0.05 EQR \$462.90 for Water \$500.00 for Sewer	1.35	1.4	0.05 EQR \$462.90 for Water \$500.00 for Sewer
18TEGL-4611	5,344	34,544	1.5	1.4	0.1 EQR \$925.80 for Water \$1,000.00 for Sewer	1.5	1.4	0.1 EQR \$925.80 for Water \$1,000.00 for Sewer
18TEGL-4622	3,377	4,988	1.15	1	0.15 EQR \$1,388.70 for Water \$1,500.00 for Sewer	1.15	1.2	0.05 EQR \$462.90 for Water \$500.00 for Sewer
18TEGL-4624	6,950	22,782	1.15	1.4	0.25 EQR \$2,314.50 for Water \$2,500.00 for Sewer	1.15	1.4	0.25 EQR \$2,314.50 for Water \$2,500.00 for Sewer
18TEGL-4626	3,260	5,967	1.15	1	0.15 EQR \$1,388.70 for Water \$1,500.00 for Sewer	1.15	1.2	0.05 EQR \$462.90 for Water \$500.00 for Sewer
18TEGL-4641	3,155	4,901	1.15	1	0.15 EQR \$1,388.70 for Water \$1,500.00 for Sewer	1.15	1.2	0.15 EQR \$1,388.70 for Water \$1,500.00 for Sewer
18TEGL-4643	4,711	6,534	1.2	1	0.2 EQR \$1,851.60 for Water \$2,000.00 for Sewer	1.2	1.3	0.1 EQR \$925.80 for Water \$1,000.00 for Sewer
18TEGL-4665	4,931	21,619	1.15	1.4	0.25 EQR \$2,314.50 for Water \$2,500.00 for Sewer	1.15	1.3	0.15 EQR \$1,388.70 for Water \$1,500.00 for Sewer
18TEGL-4695	3,139	5,052	1.15	1	0.15 EQR \$1,388.70 for Water \$1,500.00 for Sewer	1.15	1.2	0.05 EQR \$462.90 for Water \$500.00 for Sewer
18TEGL-4698	3,139	4,895	1.15	1	0.15 EQR \$1,388.70 for Water \$1,500.00 for Sewer	1.15	1.2	0.05 EQR \$462.90 for Water \$500.00 for Sewer
18TEGL-4705	6,250	21,519	1.15	1.4	0.25 EQR \$2,314.50 for Water \$2,500.00 for Sewer	1.15	1.4	0.25 EQR \$2,314.50 for Water \$2,500.00 for Sewer
18TEGL-4707	3,982	24,916	1.3	1.4	0.1 EQR \$925.80 for Water \$1,000.00 for Sewer	1.3	1.3	0
18TEGL-4743	5,568	26,616	1.35	1.4	0.05 EQR \$462.90 for Water \$500.00 for Sewer	1.35	1.4	0.05 EQR \$462.90 for Water \$500.00 for Sewer
18TEGL-4755	3,596	34,805	1.5	1.4	0.1 EQR \$925.80 for Water \$1,000.00 for Sewer	1.5	1.3	0.2 EQR \$1,851.60 for Water \$2,000.00 for Sewer
18TEGL-4763	4,995	45,172	1.45	1.4	0.05 EQR \$462.90 for Water \$500.00 for Sewer	1.45	1.3	0.15 EQR \$1,388.70 for Water \$1,500.00 for Sewer
19TEGL-4722	3,513	39,466	1	1.4	0.4 EQR \$3,703.20 for Water \$4,000.00 for Sewer	1	1.3	0.3 EQR \$2,777.40 for Water \$3,000.00 for Sewer
19TEGL-4840	5,190	30,928	1	1.4	0.4 EQR \$3,703.20 for Water \$4,000.00 for Sewer	1	1.4	0.4 EQR \$3,703.20 for Water \$4,000.00 for Sewer
19TEGL-4867	4,354	18,643	1.15	1.4	0.25 EQR \$2,314.50 for Water \$2,500.00 for Sewer	1.15	1.3	0.15 EQR \$1,388.70 for Water \$1,500.00 for Sewer
19TEGL-4877	3,165	34,369	1.25	1.4	0.15 EQR \$1,388.70 for Water \$1,500.00 for Sewer	1.25	1.2	0.05 EQR \$462.90 for Water \$500.00 for Sewer
19TEGL-4800	3,304	24,917	1.45	1.4	0.05 EQR \$462.90 for Water \$500.00 for Sewer	1.45	1.2	0.25 EQR \$2,314.50 for Water \$2,500.00 for Sewer



To: Mayor and Board of Trustees

From: Brandy Reitter, Town Manager

Date: July 23, 2019

Agenda Item: Pilot Parklet Program Proposal

REQUEST:

Staff is requesting the Board of Trustees review a pilot program to allow for the temporary use of ROW for parklets in downtown Eagle.

INTRODUCTION:

Staff brought a request to the BOT by a downtown business to construct a parklet along 3rd and Broadway Street to provide a patio for dining for patrons. In the presentation, staff explained what parklets were, provided pro/cons, included a draft of the Revocable Encroachment License Agreement template, and gave a few examples of how other communities approach these projects. There was also an explanation for how the patios fit into downtown vibrancy. The BOT ask for staff to provide feedback from neighboring businesses and to see if there were examples of design standards. Staff was also asked for a map of Broadway where outdoor dining could occur in the town's ROW, and to have the businesses advocate for the project. Staff has analyzed the requests made at the last BOT meeting.

ANALYSIS:

Design Standards

- Staff reached out to various communities and couldn't find design standards. Most places did have a fee to lease the ROW for parklets.

Map of Broadway

- Below is a map illustrating where outdoor dining could occur in front of businesses while maintaining the 6-foot space needed for sidewalks. The areas highlighted in yellow are available spaces. The areas highlighted in purple are areas where patios could exist but are occupied with landscaping planters. Some of the establishments that could use patio spaces have planters in front of their businesses.

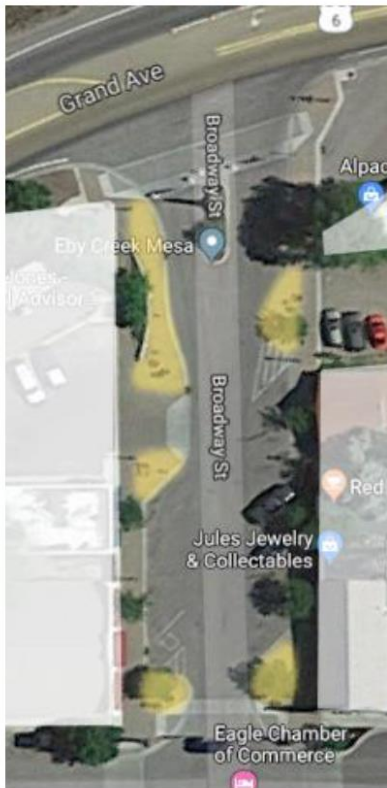


Figure 1- Broadway from 1st to 2nd



Figure 2- Broadway from 2nd to 3rd



Figure 3 – Broadway from 3rd to 4th

COMMUNITY INPUT:

Broadway Stakeholder Group Feedback:

In person at the last Broadway meeting, all 7 members present agreed with a trial idea of parklets on Broadway. Concerns included the duration, saturation among businesses, and decrease in parking. Supporting ideas included appreciation for the town to support vitality measures on Broadway, adding vibrancy and engaging streetscape options for businesses, and the willingness to try new ideas.

Downtown Business Parklet Survey:

Online, 16 people responded to the emailed survey, with an aggregate approval of 79% (rated 1-100 on approval) of the parklets. Nine businesses said they were interested in this project for themselves, while 6 said they supported but were not in need of it for their business.

BUDGET/STAFF IMPACT:

This proposal doesn't require additional resources from town. It has the potential to generate revenue in additional sales tax and permit fees.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

While this proposal doesn't align with any specific strategic outcome identified in the strategic plan, it does accomplish a few priorities for the Board of Trustees:

1. Economic Development – This program supports the expansion and retention of existing businesses.
2. Economic Vitality in Downtown – The program is activating space in downtown and adds vibrancy to the core of Eagle.
3. Revenue Generation – This program has the potential to generate some revenue for the town because it increases the revenue to square footage ratio for a business.

RECOMMENDED ACTION OR PROPOSED MOTION:

Review the information and let staff know if you are okay with the pilot program.

ATTACHMENTS:

- Revocable Encroachment License Agreement Template

REVOCABLE ENCROACHMENT LICENSE AGREEMENT

THIS REVOCABLE ENCROACHMENT LICENSE AGREEMENT (the "Agreement") is made this _____ day of _____, 20____, by and between the Town of Buena Vista, Colorado (the "Town") and _____ ("Licensees").

WHEREAS, the Licensees applied for and obtained approval from the Town for an encroachment permit for outdoor dining as described herein and in the application to the Town;

WHEREAS, as a condition of that approval the Licensees was required to enter into this Agreement with the Town; and

WHEREAS, the Town and the Licensees desire to enter into this Agreement pursuant to the terms and conditions set forth herein.

SECTION 1. THE LICENSE

1. The Town grants the Licensees a revocable license allowing certain existing structures to encroach on Town-owned property, which is a portion of E. Main Street right of way, in front of the property located at _____ (the "Property") as depicted on the attached **Exhibit A**. The license is granted subject to the terms and conditions of this Agreement.

2. The Licensees shall pay to the Town an annual license fee in the amount of _____ upon the execution of this Agreement and on or before January 1st of each subsequent year that this Agreement remains in effect. If the first year of this Agreement is not a full calendar year, the initial payment should be prorated accordingly.

SECTION 2. USE OF PROPERTY

1. The Property may be used by the Licensees for the sole and exclusive purpose of constructing, installing, operating, maintaining and repairing a patio for food and beverage service, such patio to consist of decking, fencing, tables, chairs, and other necessary facilities (the "Encroachment"), as described in this application and as depicted on **Exhibit A**. All installation on the Property of the Encroachment shall consist of decking, fencing, tables, chairs and other necessary facilities as described and depicted on **Exhibit A**. Any changes shall require additional advance approval by the Town. All work shall be completed in compliance with all codes, ordinances, rules, and regulations of the Town. Except for the improvements specifically authorized by the Town, Licensees shall not place, build, expand, or add to any structures or other items on the Premises.

2. Licensees shall strictly comply with the following:

- a. Main street patios operated under this program are allowed year-round. Outdoor dining is permitted only when the primary food establishment or its kitchen is open.

- b. Main street patios operated under this program must comply with adopted Town of Buena Vista regulations governing noise. No amplified sound shall be permitted on the patio.
 - c. The sidewalk adjacent to a main street patio shall be located so that the public sidewalk has a minimum 6-foot wide continuous pedestrian throughway free from all obstructions.
 - d. Covered patios may be allowed at the discretion of the Town of Buena Vista. Covered patios may be subject to additional review and subject to the approval of a building permit.
 - e. At the end of license term, or upon termination of the lease agreement, the patio including all fixtures and furnishings associated with the patio shall be removed and the area returned to original condition at the sole expense of the lessee or building owner. Any damage to the sidewalk or street as a result of installation or removal shall be repaired by the property owner associated with the patio.
 - f. The patio may not be used for storage. All furnishings shall be contained within the patio area.
 - g. No signs or banners shall be permitted on the patio without separate sign permit approval from the Town. Any violations of signage will be evaluated for grounds of removal of the patio.
 - h. The licensee shall at its sole expense promptly remove from the patio and adjacent areas all snow and trash.
 - i. No utility connections shall be permitted. Lighting may be used, only if electrical connections do not create any trip hazards on public sidewalks or streets.
 - j. The licensee shall be responsible at its sole expense for the construction, installation, operation, maintenance, repair, and removal of any and all improvements associated with the placement of a main street patio.
 - k. The licensee shall be responsible for the payment of all applicable sales and property taxes.
 - l. Main Street Patios shall be constructed primarily of durable architectural or decorative metals. Acceptable colors shall include black or other naturally dark earth toned colors. Decorative railings are encouraged, except for those serving alcohol. Wood railings may be acceptable depending on design. Patio decking material must be metal, engineered wood/plastic composite, or other similarly attractive and durable material. Wood construction will be prohibited.
3. Licensees acknowledge that its use and occupancy hereunder is of the Property in its present, as-is condition with all faults, whether patent or latent, and without warranties or

covenants, express or implied. Licensees acknowledge the Town shall have no obligation to repair, replace, or improve any portion of the Property in order to make such Property suitable for Licensees' intended uses.

SECTION 3. TERMINATION

Either party may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified therein. Licensees' obligations under Sections 4, 5, and 6 of this Agreement survive its termination until the Town excuses such obligations by written notice. The Licensees, at their sole expense, shall be required to remove the Encroachment, at the direction of the Town upon termination of this Agreement.

SECTION 4. MAINTENANCE

1. Licensees agree to take such actions, at its sole expense, as are necessary to maintain the patio improvements and Property in good and safe condition at all times. Licensees shall also maintain and keep clean and hazard-free the area between the Property and the Licensees' property located at _____, including disposal of all trash and removal of snow, Licensees further agree to comply at all times with the ordinances, resolutions, rules, and regulations of the Town in Licensees' use and occupancy of the Property.

2. Notwithstanding any other provisions of this Agreement to the contrary, the Town shall at all times have the right to enter the Property to inspect, improve, maintain, alter or utilize the Property in any manner authorized to the Town. If such entry requires disturbance of any items placed upon the Property under this Agreement, the Town shall not be required to repair or replace any such disturbance. In the exercise of its rights pursuant to this Agreement, Licensees shall avoid any damage or interference with any Town installations, structures, utilities, or improvements on, under, or adjacent to the Property.

SECTION 5. DAMAGE TO PROPERTY

Licensees shall be responsible for all damage to the Property arising out of or resulting from the Encroachment. Licensees shall make all repairs in accordance with the direction of the Town's Director of Public Works.

SECTION 6. INDEMNIFICATION

Licensees agree to indemnify and hold harmless the Town, its officers, employees and insurers, from and against all liability, claims and demands arising out of the existence of the Encroachments on the Property. Licensees agree to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at his sole expense, or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. Licensees also agree to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

SECTION 7. INSURANCE

Licensees agree to procure an insurance policy which includes and covers the Property that is the subject of this Agreement, and to name the Town of Buena Vista as an additional insured thereon. Such insurance policy shall at a minimum include liability and property damage insurance, with a combined single limit for bodily injury and property damage of five hundred thousand dollars (\$500,000.00) per person and one million dollars (\$1,000,000.00) per occurrence. A Certificate of Insurance showing the Town as an additional insured thereon shall be provided to the Town within thirty (30) days of execution of this Agreement and annually thereafter on the same date that the License Fee is due under Section 1 above. The failure to provide the Certificate of Insurance shall be grounds for immediate revocation of this Agreement.

SECTION 8. GOVERNMENTAL IMMUNITY

The Town is relying on and does 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 from time to time amended, or otherwise available to the City, and its officers and employees.

SECTION 9. NOTICES

Any notice given pursuant to this Agreement by either party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Town: Town Administrator
 Town of Buena Vista
 210 E. Main Street
 PO Box 2002
 Buena Vista, CO 81211

To Licensees:

SECTION 10. MISCELLANEOUS

1. Agreement Binding. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, subject to any other conditions and covenants contained herein. However, this Agreement is only transferable or assignable as provided herein.

2. Applicable Law and Venue. The laws of the State of Colorado and applicable federal, state and local laws, rules, regulations and guidelines shall govern this Agreement. Any

action arising out of this Agreement shall be brought in a court of competent jurisdiction in Chaffee County, Colorado.

3. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

4. Headings. The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.

5. Assignment. Licensees may not assign or transfer this Agreement, except upon the express written authorization of the Town.

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

[Remainder of page intentionally blank – Signatures on following page]

TOWN OF BUENA VISTA, COLORADO

By: _____
Joel Benson, Mayor

ATTEST:

Janell, Sciacca, Town Clerk

LICENSEES:

Name and Title

Name and Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged before me this _____ day of _____, 2016, by
_____.

My commission expires: _____

(S E A L)

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged before me this _____ day of _____, 2016, by
_____.

My commission expires: _____

(S E A L)

Notary Public



To: Mayor and Town Board of Trustees

From: Bryon McGinnis, Public Works Director

Date: July 22, 2019

Agenda Item: Violet Lane Water Line: Easement and Property Acquisition

REQUEST:

Staff is requesting the Board of Trustees review required easements needed for the construction of the Violet Lane waterline.

INTRODUCTION:

The Town's Violet Lane Water Line project consists of approximately 1,600 linear feet of 24-inch diameter water line. The water line will connect the existing water distribution system to the new Lower Basin Water Treatment Plant. This project will start adjacent to Highway 6 at the northeast corner of Sylvan Lake Road roundabout. The project includes boring underneath the Union Pacific Railroad (UPRR) and crossing Brush Creek. The Town has allocated \$1,570,000.00 in fiscal year 2019.

ANALYSIS:

The Violet Lane Water Line project encumbers private properties, Eagle County property, and UPRR property. To construct the water line and to clean up ownership, a few things need to be completed such as acquiring easements, acquiring property, and removing easements. This project has four components. The first two components are purchasing easements from private property owners. The third component is acquiring easements from Eagle County for Confluence Park. The last component is acquiring property and removing easements from UPRR.

William P. Powell and Nancy N. Powell & Vance Carroll and Melissa Carroll

The Violet Lane Water Line is routed through both Powell and Carroll property. To construct the proposed water line, the town needs to acquire both Temporary Construction Easements and Water Line Easements from both property owners. The town hired SGM to draft the exhibits and determine the area. The town hired an appraiser, Jon Lengel, to appraise both properties and establish value for these easements. The town's attorney drafted the Easement Purchase Agreements, Temporary Construction Easements, and Water Line Easements. The purchase price for William P. Powell and Nancy N. Powell is **\$10,000.00**. The purchase price for Vance Carroll and Melissa Carroll is **\$11,350.00**.

Eagle County Confluence Park

The Violet Lane Water Line is routed through the Eagle County Confluence Park properties. To construct the proposed water line, the town needs to acquire Temporary Construction Easement and Water Line

Easement from Eagle County. The town hired SGM to draft the exhibits and determine the area. The town's attorney drafted the Temporary Construction Easement and Water Line Easement. The town does not anticipate a cost for these easements.

Union Pacific Railroad

The Violet Lane Water Line project is very complicated due to historic UPRR ownership and right-of-way easements dating back to the late 1800s. Staff has worked with UPRR to clean up ownership and right-of-way easements for the properties along Violet Lane. The town hired SGM to create the final easement exhibits which will finalize the exact area. The town hired an appraiser, Jon Lengel, to appraise properties affected by the UPRR. The town's attorney will review and approve the final UPRR documents. The UPRR is waiting on final internal approval, however they are currently recommending the following and requiring the town to close on all three Parcels at the same time.

1. Parcel A: Town of Eagle (311 Violet Lane), & Eagle County Confluence Park (111 Violet Lane),
2. Parcel B: Vance Carroll and Melissa Carroll (33 Violet Lane), and
3. Parcel C: Eagle County Violet Lane Right-of-Way.

Parcel A – UPRR is proposing Quitclaim Deed conveying to the Town approximately 0.82-acres of land at a Sale Price of **\$82,000**, based on the \$100,000 per acre across the fence value determined by Jon Lengel.

Parcel B – UPRR is proposing Partial Release and Quitclaim of Easement across the approximate 0.322-acre parcel of land owned by the Carrolls at a Release Price of **\$45,080**, based on 80% of the \$175,000 per acre across the fence value determined by Jon Lengel.

Parcel C – UPRR is proposing Partial Release and Quitclaim of Easement across the approximate 0.232-acre parcel of land owned by the County at a Release Price of **\$45,500**, based on 80% of the \$245,000 per acre across the fence value determined by Jon Lengel.

In summary, this acquisition cleans up UPRR property and right-of-way easement issues for town's sanitary sewer main, town's water main, Violet Lane, and pedestrian trail.

COMMUNITY INPUT:

None

BUDGET / STAFF IMPACT:

Violet Lane Water Line Budget:	\$1,570,000.00
William P. Powell and Nancy N. Powell's (21 Violet Lane):	\$10,000.00
Vance Carroll and Melissa Carroll's (33 Violet Lane):	\$11,350.00
Eagle County Confluence Park	\$0.00
Union Pacific Railroad (Approximate)	\$180,000.00

Impact to staff's time will be substantial over the next six to eight weeks during construction.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Major Objective #3 Build Lower Basin Water Treatment Plant, Enhance Water Management
Major Objective #7 Implement Priority Infrastructure Improvements

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve or deny William P. Powell and Nancy N. Powell's *(roll call)*

1. Easement Purchase Agreement,
2. Temporary Construction Easement, and
3. Water Line Easement

Motion to approve or deny Vance Carroll and Melissa Carroll's *(roll call)*

1. Easement Purchase Agreement
2. Temporary Construction Easement, and
3. Water Line Easement

Motion to approve or deny the Mayor to authorize future Eagle County Confluence Park Temporary Construction Easement and Water Line Easement. *(roll call)*

Motion to approve or deny the Mayor to authorize future Union Pacific Railroad Quitclaim Deed of property and Partial Release and Quitclaim of Easements. *(roll call)*

ATTACHMENTS:

William P. Powell and Nancy N. Powell (21 Violet Lane)

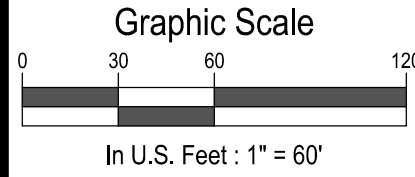
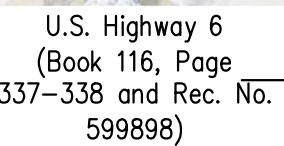
1. Easement Purchase Agreement
2. Temporary Construction Easement
3. Water Line Easement

Vance Carroll and Melissa Carroll (33 Violet Lane)

1. Easement Purchase Agreement
2. Temporary Construction Easement
3. Water Line Easement

Map of the parcels

Eagle County, Colorado



Violet Lane Project Vicinity Map

Eagle County, Colorado

[illegible]

2011-318.00

7/18/18

Approved:	--	PLS:	SI
VioletLaneExhib			

Exhibit
Map

1

EASEMENT PURCHASE AGREEMENT

THIS EASEMENT PURCHASE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2019 (the "Effective Date") by and between the Town of Eagle, Colorado, a Colorado municipality with an address of 200 Broadway, P.O. Box 609, Eagle, CO 81631 (the "Town"), and William P. Powell and Nancy N. Powell, as joint tenants with rights of survivorship, and with an address of P.O. Box 1227, Eagle, Colorado 81631 ("Owner") (each individually a "Party" and collectively the "Parties").

WHEREAS, Owner is owner of the real property located at 21 Violet Lane, Eagle, Colorado, 81631 and legally described as Powell Park Subdivision, Lot 2 Eagle, Colorado (the "Property");

WHEREAS, Owner has agreed to grant the Town both a Temporary Construction Easement and Water Line Easement over, across and through the Property as set forth in the easements dated _____, 2019, attached hereto and incorporated herein (the "Easements"); and

WHEREAS, the Easements are of value to the Town, and the Town is willing to compensate Owner for the value of the Easements and bore pit.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Conveyance. Owner agrees to convey, sell, transfer and assign to the Town, and the Town agrees to purchase from Owner, on the terms and conditions of this Agreement, the Easements.
2. Purchase Price. The purchase price for the Temporary Construction Easement, Water Line Easement, and bore pit shall be **\$10,000.00** (the "Purchase Price"), delivered to Owner at closing in funds which comply with all applicable Colorado laws, which include electronic transfer funds, certified check and cashier's check, at the Town's option.
3. Closing. The closing will occur at a mutually agreeable location, at a date agreed upon by the Parties within 14 days of the Effective Date.
4. Notice and Consent. Owner certifies that Owner has notified every person or entity holding a lien or other encumbrance on the Property of the proposed purchase of the Easements by the Town, and if necessary, obtained each of their consent to the recording of Easements against the property. Should Owner not provide such notice or obtain such consent, and Owner's failure to do so causes the Easements to become unenforceable, invalid or void for any reason, Owner shall reimburse the entire Purchase Price to the Town within 30 days of receipt of written notice from the Town.
5. Owner's Representations and Warranties. Owner hereby represents and warrants that the following statements are now, and will be as of the closing date, true and correct, to the best of Owner's knowledge, and Owner shall give the Town prompt written notice

if any of the representations or warranties made by Owner in this Agreement are no longer true or correct in any material manner:

a. There is no action, suit or proceeding pending, or to the best of Owner's knowledge threatened, against or otherwise affecting Owner or the Property in any court of law or equity, or before any governmental authority, in which an adverse decision might materially impair Owner's ability to perform its obligations under this Agreement.

b. There is no pending or threatened condemnation or similar proceeding affecting the Property.

6. Town's Remedies. In the case of any breach of this Agreement by Owner, the Town may terminate this Agreement by written notice to Owner, and the Town shall have all remedies available at law or equity for such breach. In addition to all other remedies, in the case of a breach of this Agreement by Owner, the Town shall have the right to recover the entire Purchase Price from Owner, in addition to all costs and fees, including attorney fees, incurred by the Town.

7. Miscellaneous.

a. Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements, oral or written, and this Agreement can be amended only by written agreement signed by the Parties.

b. Agreement Binding; Assignment. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the Parties.

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

d. 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.

e. 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.

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

g. 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.

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 or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

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

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

WILLIAM P. POWELL:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this ____ day of _____, 2019, by _____.

My commission expires:

(S E A L)

Notary Public

NANCY N. POWELL:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this ____ day of _____, 2019, by _____.

My commission expires:

(S E A L)

Notary Public

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT (the "Easement") is made and executed this ____ day of _____, 2019 (the "Effective Date"), by and between William P. Powell and Nancy N. Powell, as joint tenants with rights of survivorship, and with an address of P.O. Box 1227, Eagle, CO 81631 (collectively "Grantor"), and the Town of Eagle, a Colorado municipality with an address of 200 Broadway, P.O. Box 609, Eagle, CO 81631 (the "Town") (each a "Party" and collectively the "Parties").

In and for the consideration of the sum of \$10.00 and other good and valuable consideration paid by the Town to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants to the Town a temporary easement to enter, re-enter and use the real property located at 21 Violet Lane, Powell Park Subdivision, Lot 2 Eagle, Colorado (the "Property") for the purpose of undertaking the construction of a water line, in, upon or adjacent to the Property as depicted in **Exhibit A**, attached hereto and incorporated herein by this reference. This Easement shall be used only for gaining access to and thereafter constructing said water line, and thereafter restoring the surrounding property.

2. Term. The Town shall have and exercise the right to ingress and egress in, to, over and across the Property for any lawful purpose needful for the full enjoyment of the rights granted by Grantor to the Town hereunder for the ____ (month-day) period commencing on _____, 2019 and terminating on _____, 20___. Access shall occur between 7:00 am and 6 pm Monday through Saturday or per Town of Eagle Construction Hours whichever is more stringent. Should construction not be completed within said period, the Parties may extend the term of this Easement by mutual agreement.

3. Town's Obligations. The Town agrees that it shall cause any of the Property, including landscaping and fences, irrigation systems, driveway, parking areas, and sidewalks which is disturbed during construction of the water line to be returned to its original condition, or as near thereto as may be reasonably accomplished, all at the expense of the Town or its contractors or agents. The Town further agrees that the Property shall not be used as a staging area for construction activities, materials or debris, and specifically, that no construction equipment shall be stored on the Property during the period of construction. Grantor shall be given the right to choose an irrigation contractor for repair purposes. A minimum amount of topsoil at the surface for disturbed areas shall be 12-inches. Contractor will pull a trench box during water line construction to keep impacts limited.

4. Indemnification. To the fullest degree permitted by law, Grantee shall indemnify and hold harmless Grantor from all claims for bodily injury and property damage that may arise from the performance of Grantee's work on the Property, including reasonable attorney fees, costs, and expenses, but only to the extent such claims are caused by the negligent or intentional acts or omissions of Grantee or Grantee's contractors.

5. Maintenance Obligations. Once the Easement term expires, Grantor shall be responsible for on-going operation and maintenance of any restoration work performed by the

Town involving landscaping, driveway, parking areas, sidewalks or fences, and Grantor shall assume all liability for the Property. Except Town will warranty all restoration work for a period of two years from time of substantial completion.

5. Grantor's Rights. Grantor retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy is consistent with and does not impair any grant herein contained.

6. Warranty. Grantor warrants that it has the full right and legal authority to make the grant of this Easement.

7. Binding Effect. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, successors and assigns of the parties hereto, provided however that the rights granted to the Town hereunder shall terminate on the date specified in Section 1 hereof.

8. Governing Law and Venue. This Easement 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.

9. Modification. This Easement may only be modified upon written agreement of the Parties.

10. Integration. The foregoing, along with the Waterline Easement Agreement constitute the entire agreements between the Parties regarding the use of the Property and no additional or different oral representation, promise or agreement shall be binding on any of the Parties with respect to the Property.

11. Governmental Immunity. The Town and its officers, employees and attorneys, are relying on, and do not waive or intend to waive by any provision of this Easement, 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 or its officers, employees and attorneys.

12. 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.

13. Third-Parties. Except as expressly provided herein, there are no intended third-party beneficiaries to this Easement.

14. Severability. If any provision of this Easement 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.

15. Notice. Any notice under this Easement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Easement.

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

TOWN OF EAGLE

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

WILLIAM P. POWELL:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
2019, by William P. Powell.

My Commission expires _____.

(SEAL)

Notary Public

NANCY N. POWELL

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
2019, by Nancy N. Powell.

My Commission expires _____.

(SEAL)

Notary Public

- Exhibit A -

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

AN EASEMENT SITUATED IN A PORTION OF TRACT 47, SECTION 5, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M., ALSO SITUATED IN LOT 2, POWELL PARK RECORDED OCTOBER 20, 1983 AT BOOK 371, PAGE 287 AS RECEPTION NO. 267605, COUNTY OF EAGLE, STATE OF COLORADO.

COMMENCING AT ANGLE POINT 4 OF TRACT 47, A 2.5" ALUMINUM CAP L.S. NO. 26967, THENCE N 10°57'04"W A DISTANCE OF 655.72 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID POWELL PARK LOT 2 AND THE VIOLET LANE RIGHT-OF-WAY, ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD, THE TRUE POINT OF BEGINNING.

THENCE ALONG THE SAID COMMON PROPERTY LINE OF LOT 2 AND VIOLET LANE RIGHT-OF-WAY, N 62°26'01" W A DISTANCE OF 45.24 FEET;

THENCE DEPARTING SAID COMMON LINE N55°25'21"E A DISTANCE OF 159.40 FEET;

THENCE N36°34'08"W A DISTANCE OF 9.97 FEET;

THENCE N53°59'27"E A DISTANCE OF 50.00 FEET;

THENCE S36°32'17"E A DISTANCE OF 51.24 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 2 POWELL PARK AND THE UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE ALONG THE COMMON LINE OF SAID LOT 2 POWELL PARK AND SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY S 55°25'21"W A DISTANCE OF 189.65 FEET TO THE COMMON CORNER OF LOTS 2 AND THE VIOLET LANE RIGHT-OF-WAY, THE POINT OF BEGINNING.

THE AREA OF ABOVE DESCRIBED EASEMENT CONTAINS 8,511 SQ. FT.

ALL BEARINGS RECITED HEREON ARE RELATIVE TO A BEARING OF S 88°24'24"W, BETWEEN SAID ANGLE POINT 4 OF TRACT 47 AND ANGLE POINT 3 OF TRACT 47, BOTH BEING MONUMENTED AS SHOWN HEREON.



I:\2011\2011-318-TownofEagle\006-LBWPWaterLine\H-Dwg\Surv\Draws\Bases\Maps\VioletLaneEasementExhibit.dwg



Temporary Waterline Easement
Violet Lane Waterline
Town of Eagle

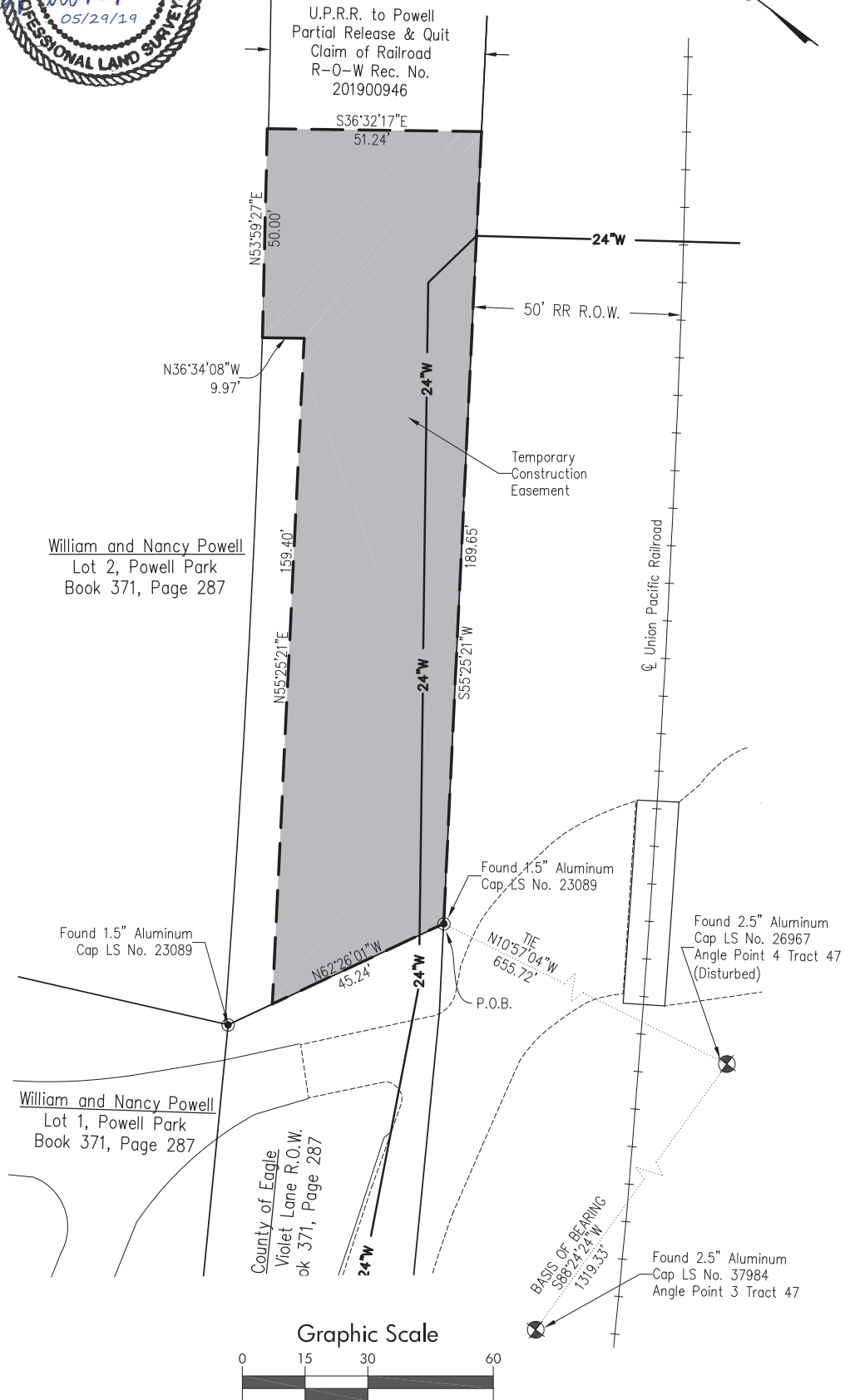
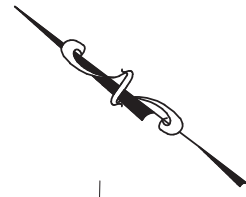
Job No.	2011-318.006
Drawn by:	H5
Date:	May 29, 2019
Approved:	SB
File:	VioletLaneEasement.dwg

Exhibit A

Sht. 1
Of 2



- Exhibit A -



I:\2011\2011-318-TownofEagle\006-LBWTPWaterLine\H-Dwg\Surv\Draws\Bases\Maps\VioletLaneEasExhibit.dwg



Temporary Waterline Easement
Violet Lane Waterline
Town of Eagle

Job No.	2011-318.006
Drawn by:	HS
Date:	May 29, 2019
Approved:	SB
File:	VioletLaneEasExhibit

Exhibit A

Sht.	2
Of	2

WATER LINE EASEMENT

THIS WATER LINE EASEMENT (the "Easement") is dated this ____ day of _____, 2019 (the "Effective Date"), by William P. Powell and Nancy N. Powell, as joint tenants with rights of survivorship, and with an address of P.O. Box 1227, Powell Park Subdivision, Lot 2, Eagle, CO 81631 (collectively "Grantor"), and the Town of Eagle, Colorado, a Colorado municipality with an address of 200 Broadway, P.O. Box 609, Eagle, CO 81631 (the "Town") (each a "Party" and collectively the "Parties").

WHEREAS, the Town desires to acquire an easement for the purpose of the construction, reconstruction, operation, and maintenance of a water line and related facilities (the "Facilities") beneath the surface of the property located at 21 Violet Lane, Eagle, Colorado, (the "Property"); and

WHEREAS, Grantor is willing to convey an easement to the Town for the aforesaid purposes on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 paid by the Town to Grantor, the covenants of Grantee herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants to the Town a perpetual easement as depicted and described on **Exhibit A** to enter, re-enter and use the Property for the following purposes:
 - a. To install the Facilities as depicted on **Exhibit B**, attached hereto and incorporated herein by this reference. Such installation shall be made so as to minimize ground disturbance and use of a trench box during construction is required, unless otherwise decided by Grantor.
 - b. To access the Facilities for inspection and maintenance purposes, including cleaning and the making of all necessary repairs thereto. Such repair shall be made so as to minimize ground disturbance and use of a trench box during construction is required, unless otherwise decided by Grantor.
 - c. To perform any other acts necessary to protect the Facilities from damage.
2. **Town's Rights.** The Town shall have and exercise the right to ingress and egress in, to, over and across the Easement for any lawful purpose needed for the full enjoyment of the rights granted by Grantor to the Town hereunder. Except in cases of emergency, Grantor shall be notified prior to entering the property and Parties shall agree to the location of ingress and egress.
3. **Grantor's Rights.** Grantor retains the right to the undisturbed use and occupancy of the Property, including the installation of fencing and landscaping, insofar as such use and occupancy is consistent with and does not impair any grant herein contained.
4. **Town's Obligations.** In exercising its rights under this Easement, the Town agrees to the following:

a. The Town shall cause any of the Property, including landscaping, driveway, parking areas, sidewalks, fences, and irrigation systems, which is disturbed by the Town during the Town's activities on the Property to be returned to its original condition, or as near thereto as may be reasonably accomplished, all at the expense of the Town or its contractors or agents. Grantor shall be given the right to choose an irrigation contractor for repair purposes.

b. The Town shall not use the Property as a staging area for repair or maintenance activities, and no equipment, material, or debris shall be stored on the Property.

c. The Town shall be solely responsible for the maintenance of the Facilities.

5. Grantor's Obligations. Grantor agrees to the following:

a. Grantor shall not interfere with the Town's exercise of any of its rights under this Easement, including without limitation the installation of the Facilities on the Property and the maintenance of those Facilities, subject to the terms of this agreement.

b. Grantor shall not install or permit the installation of any fence, wall, structure (above or below ground) or landscaping that would hinder the operation of the Facilities or impair the Town's rights of access pursuant to this Easement.

6. Indemnification. Grantor shall indemnify, hold harmless and defend the Town and its representatives, officers, employees, agents, and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with injury to or the death of any person or physical damage to any property resulting from any act, omission, condition, or other matter arising solely out of Grantor's negligent or intentional acts or omissions and related to or occurring on or about the Property under this Easement.

Grantee shall indemnify, hold harmless and defend the Grantor and its representatives, officers, employees, agents, and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with injury to or the death of any person or physical damage to any property resulting from any act, omission, condition, or other matter arising solely out of Grantee's negligent or intentional acts or omissions and related to or occurring on or about the Property under this Easement.

7. Warranty. Grantor warrants that it has the full right and legal authority to make the grant of this Easement.

8. Recordation. Except as otherwise expressly provided herein, all provisions in this Easement, 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. The Town shall record this Easement 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 Easement.

9. Governing Law and Venue. This Easement 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.
10. Modification. This Easement may only be modified upon written agreement of the Parties.
11. Integration. The foregoing, along with the Temporary Construction Agreement constitute the entire agreements between the Parties regarding the Easement and no additional or different oral representation, promise or agreement shall be binding on any of the Parties with respect to the Easement.
12. 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 Easement, 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 and its officers or employees.
13. 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.
14. Third Parties. There are no intended third-party beneficiaries to this Easement.
15. Severability. If any provision of this Easement 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.
16. Notice. Any notice under this Easement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Easement.

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

TOWN OF EAGLE

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

WILLIAM P. POWELL

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
2019, by William P. Powell.

My Commission expires _____.

(SEAL)

Notary Public

NANCY N. POWELL

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
2019, by Nancy N. Powell.

My Commission expires _____.

(SEAL)

Notary Public

- Exhibit A -

20 FOOT WIDE PERMANENT WATER LINE EASEMENT DESCRIPTION

AN EASEMENT SITUATED IN A PORTION OF TRACT 47, SECTION 5, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M., ALSO SITUATED IN LOT 2, POWELL PARK RECORDED OCTOBER 20, 1983 AT BOOK 371, PAGE 287 AS RECEPTION NO. 267605, COUNTY OF EAGLE, STATE OF COLORADO.

COMMENCING AT ANGLE POINT 4 OF TRACT 47, A 2.5" ALUMINUM CAP L.S. NO. 26967, THENCE N 10°57'04" W A DISTANCE OF 655.72 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID POWELL PARK LOT 2 AND THE VIOLET LANE RIGHT-OF-WAY, ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD, THE TRUE POINT OF BEGINNING.

THENCE ALONG THE COMMON PROPERTY LINE OF LOT 2 AND SAID VIOLET LANE RIGHT-OF-WAY, N 62°26'01" W DISTANCE OF 22.62 FEET;

THENCE DEPARTING SAID COMMON PROPERTY LINE N 55°25'21" E DISTANCE OF 184.81 FEET;

THENCE S 35°45'33" E A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 2 POWELL PARK AND ON SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE ALONG THE COMMON LINE OF SAID LOT 2 POWELL PARK AND SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY S 55°25'21" W DISTANCE OF 174.65 FEET TO THE COMMON CORNER OF LOTS 2 AND THE VIOLET LANE RIGHT-OF-WAY, THE POINT OF BEGINNING.

THE AREA OF THE ABOVE DESCRIBED EASEMENT CONTAINS 3,595 SQ. FT.

ALL BEARINGS RECITED HEREON ARE RELATIVE TO A BEARING OF S 88°24'24"W, BETWEEN SAID ANGLE POINT 4 OF TRACT 47 AND ANGLE POINT 3 OF TRACT 47, BOTH BEING MONUMENTED AS SHOWN HEREON.



I:\2011\2011-318-TownofEagle\006-LBWTPWaterLine\H-Dwgs\Surv\Draws\BoseMaps\VioletLaneEseExhibit.dwg

- Exhibit A -



U.P.R.R. to Powell
Partial Release & Quit
Claim of Railroad
R-O-W Rec. No.
201900946

William and Nancy Powell
Lot 2, Powell Park
Book 371, Page 287

Found 1.5" Aluminum
Cap LS No. 23089

William and Nancy Powell
Lot 1, Powell Park
Book 371, Page 287

County of Eagle
50' Violet Lane R.O.W.
Book 371, Page 287

N62°26'01"W
22.62'

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EXHIBIT B

Town of Eagle

Violet Lane Waterline



Vicinity Map

Scope of Work.
New 24" DIF pipeline connecting the Lower Basin Water Treatment Plant (LBWTP) to the Town of Eagle's water distribution system.

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

Project Engineer
Chris Lehman, P.E. #42729

Design Engineer
Scott Forrester, P.E. #50652

Plans Prepared For
Town of Eagle, CO

PO Box 609
1050 Chambers Avenue
Eagle, CO 81631

Contact:
Bryon McGinnis, Public Works Director
Town of Eagle, CO (970) 328-6678
bryon@townofeagle.org

Bid Set
May 2019

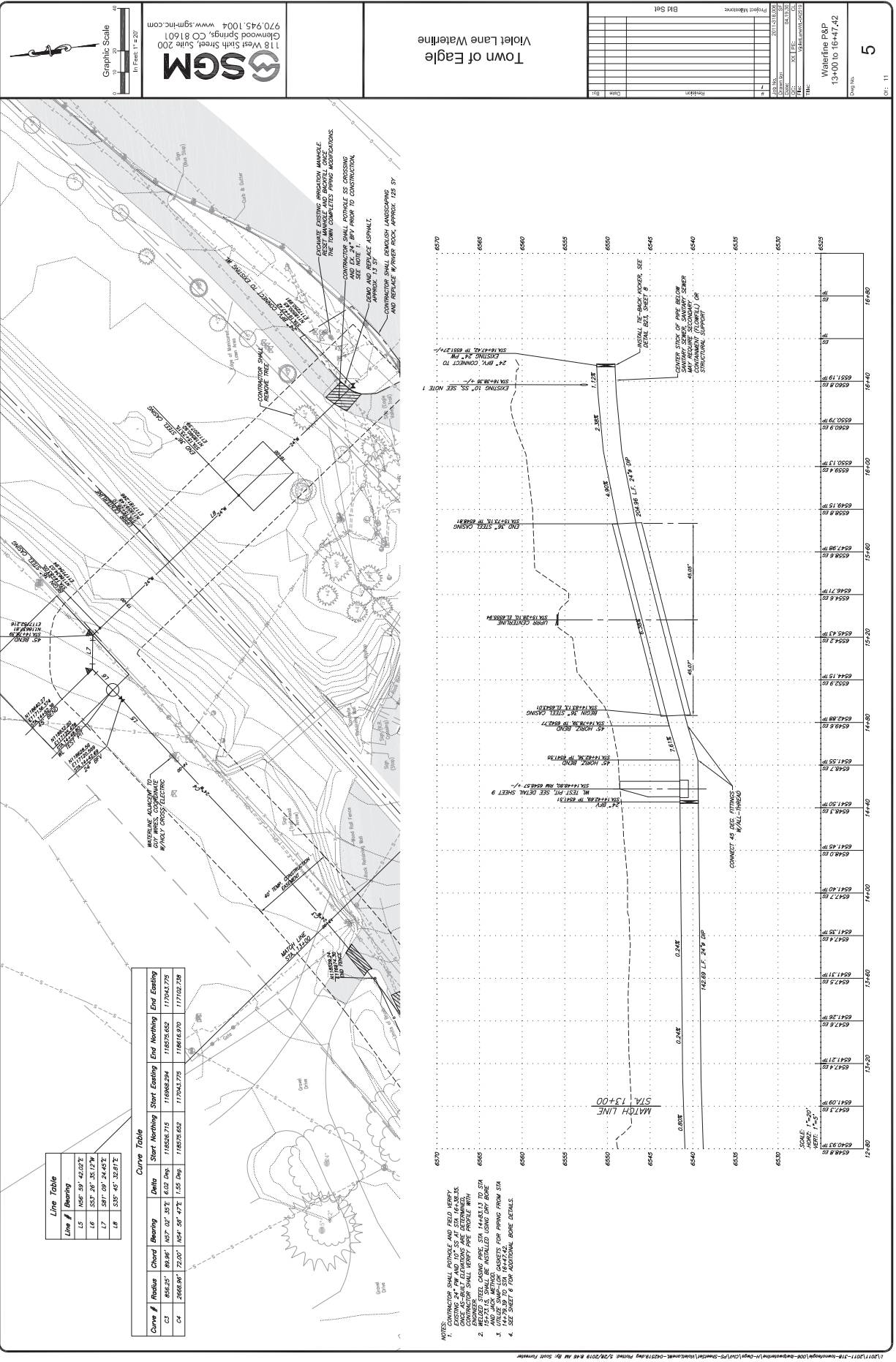
Sheet Number	Cover	Sheet Title
-		
1	Legend and Notes	
2	Waterline P&P 1+00 to 5+00	
3	Waterline P&P 5+00 to 9+00	
4	Waterline P&P 9+00 to 13+00	
5	Waterline P&P 13+00 to 16+47.42	
6	Boring Plan, Profile & Details	
7	Water Details	
8	Water Details	
9	Erosion Control & Revegetation Plan, STA 0+00 to STA 9+00	
10	Erosion Control & Revegetation Plan, STA 9+00 to STA 16+47.42	
11	Site & Erosion Control Details	

811 Know what's below.
Call before you dig.
CNCC 1-800-922-1987

Town of Eagle
Violet Lane Waterline

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

Project Milestones	
Design	2018-01-01
Construction	2018-01-01
Commissioning	2018-01-01
Bid Set	
Design	2019-01-01
Construction	2019-01-01
Commissioning	2019-01-01



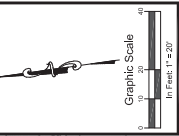
5

Waterline P&P
13+00 to 16+47.42

Proj. Mile	Station	Notes
0.00	13+00.00	Start of Project
0.10	13+10.00	Station 13+10.00
0.20	13+20.00	Station 13+20.00
0.30	13+30.00	Station 13+30.00
0.40	13+40.00	Station 13+40.00
0.50	13+50.00	Station 13+50.00
0.60	13+60.00	Station 13+60.00
0.70	13+70.00	Station 13+70.00
0.80	13+80.00	Station 13+80.00
0.90	13+90.00	Station 13+90.00
1.00	14+00.00	Station 14+00.00
1.10	14+10.00	Station 14+10.00
1.20	14+20.00	Station 14+20.00
1.30	14+30.00	Station 14+30.00
1.40	14+40.00	Station 14+40.00
1.50	14+50.00	Station 14+50.00
1.60	14+60.00	Station 14+60.00
1.70	14+70.00	Station 14+70.00
1.80	14+80.00	Station 14+80.00
1.90	14+90.00	Station 14+90.00
2.00	15+00.00	Station 15+00.00
2.10	15+10.00	Station 15+10.00
2.20	15+20.00	Station 15+20.00
2.30	15+30.00	Station 15+30.00
2.40	15+40.00	Station 15+40.00
2.50	15+50.00	Station 15+50.00
2.60	15+60.00	Station 15+60.00
2.70	15+70.00	Station 15+70.00
2.80	15+80.00	Station 15+80.00
2.90	15+90.00	Station 15+90.00
3.00	16+00.00	Station 16+00.00
3.10	16+10.00	Station 16+10.00
3.20	16+20.00	Station 16+20.00
3.30	16+30.00	Station 16+30.00
3.40	16+40.00	Station 16+40.00
3.50	16+50.00	Station 16+50.00
3.60	16+60.00	Station 16+60.00
3.70	16+70.00	Station 16+70.00
3.80	16+80.00	Station 16+80.00
3.90	16+90.00	Station 16+90.00
4.00	17+00.00	Station 17+00.00

Town of Eagle
Violet Lane Waterline

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com



EASEMENT PURCHASE AGREEMENT

THIS EASEMENT PURCHASE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2019 (the "Effective Date") by and between the Town of Eagle, Colorado, a Colorado municipality with an address of 200 Broadway, P.O. Box 609, Eagle, CO 81631 (the "Town"), and Vance Carroll and Melissa Carroll, as joint tenants with rights of survivorship, and with an address of P.O. Box 1330, Eagle, Colorado 81631 ("Owner") (each individually a "Party" and collectively the "Parties").

WHEREAS, Owner is owner of the real property located at 33 Violet Lane, Tract: 47 Section: 5 Township: 5 Range: 84 per Book 181 Page 361, Eagle, Colorado, 81631 (the "Property");

WHEREAS, Owner has agreed to grant the Town both a Temporary Construction Easement and Water Line Easement over, across and through the Property as set forth in the easements dated _____, 2019, attached hereto and incorporated herein (the "Easements"); and

WHEREAS, the Easements are of value to the Town, and the Town is willing to compensate Owner for the value of the Easements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. **Conveyance.** Owner agrees to convey, sell, transfer and assign to the Town, and the Town agrees to purchase from Owner, on the terms and conditions of this Agreement, the Easements.
2. **Purchase Price.** The purchase price for the Temporary Construction Easement and Water Line Easement shall be **\$11,350.00** (the "Purchase Price"), delivered to Owner at closing in funds which comply with all applicable Colorado laws, which include electronic transfer funds, certified check and cashier's check, at the Town's option. The Town will also pay the Union Pacific Railroad costs for the Partial Release and Quitclaim of Easement pending Union Pacific Railroad approval.
3. **Closing.** The closing will occur at a mutually agreeable location, at a date agreed upon by the Parties within 14 days of the Effective Date.
4. **Notice and Consent.** Owner certifies that Owner has notified every person or entity holding a lien or other encumbrance on the Property of the proposed purchase of the Easements by the Town, and if necessary, obtained each of their consent to the recording of Easements against the property. Should Owner not provide such notice or obtain such consent, and Owner's failure to do so causes the Easements to become unenforceable, invalid or void for any reason, Owner shall reimburse the entire Purchase Price to the Town within 30 days of receipt of written notice from the Town.

5. Owner's Representations and Warranties. Owner hereby represents and warrants that the following statements are now, and will be as of the closing date, true and correct, to the best of Owner's knowledge, and Owner shall give the Town prompt written notice if any of the representations or warranties made by Owner in this Agreement are no longer true or correct in any material manner:

a. There is no action, suit or proceeding pending, or to the best of Owner's knowledge threatened, against or otherwise affecting Owner or the Property in any court of law or equity, or before any governmental authority, in which an adverse decision might materially impair Owner's ability to perform its obligations under this Agreement.

b. There is no pending or threatened condemnation or similar proceeding affecting the Property.

6. Town's Remedies. In the case of any breach of this Agreement by Owner, the Town may terminate this Agreement by written notice to Owner, and the Town shall have all remedies available at law or equity for such breach. In addition to all other remedies, in the case of a breach of this Agreement by Owner, the Town shall have the right to recover the entire Purchase Price from Owner, in addition to all costs and fees, including attorney fees, incurred by the Town.

7. Miscellaneous.

a. Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements, oral or written, and this Agreement can be amended only by written agreement signed by the Parties.

b. Agreement Binding; Assignment. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the Parties.

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

d. 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.

e. 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.

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

g. 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.

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 or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

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

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

VANCE CARROLL:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this ____ day of _____, 2019, by _____.

My commission expires:

(S E A L)

Notary Public

MELISSA CARROLL:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this ____ day of _____, 2019, by _____.

My commission expires:

(S E A L)

Notary Public

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT (the "Easement") is made and executed this ____ day of _____, 2019 (the "Effective Date"), by and between Vance Carroll and Melissa Carroll, as joint tenants with rights of survivorship, and with an address of P.O. Box 1330, Eagle, CO 81631 (collectively "Grantor"), and the Town of Eagle, a Colorado municipality with an address of 200 Broadway, P.O. Box 609, Eagle, CO 81631 (the "Town") (each a "Party" and collectively the "Parties").

In and for the consideration of the sum of \$10.00 and other good and valuable consideration paid by the Town to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants to the Town a temporary easement to enter, re-enter and use the real property located at 33 Violet Lane, Tract: 47 Section: 5 Township: 5 Range: 84 per Book 181 Page 361, Eagle, Colorado (the "Property") for the purpose of undertaking the construction of a water line, in, upon or adjacent to the Property as depicted in **Exhibit A**, attached hereto and incorporated herein by this reference. This Easement shall be used only for gaining access to and thereafter constructing said water line, and thereafter restoring the surrounding property.

2. Term. The Town shall have and exercise the right to ingress and egress in, to, over and across the Property for any lawful purpose needful for the full enjoyment of the rights granted by Grantor to the Town hereunder for the ____ (month-day) period commencing on _____, 2019 and terminating on _____, 20___. Access shall occur between 7:00 am and 6 pm Monday through Saturday or per Town of Eagle Construction Hours whichever is more stringent. Should construction not be completed within said period, the Parties may extend the term of this Easement by mutual agreement.

3. Town's Obligations. The Town agrees that it shall cause any of the Property, including landscaping and fences, irrigation systems, which is disturbed during construction of the water line to be returned to its original condition, or as near thereto as may be reasonably accomplished, all at the expense of the Town or its contractors or agents. The Town further agrees that the Property shall not be used as a staging area for construction activities, and specifically, that no construction equipment shall be stored on the Property during the period of construction. Grantor shall be given the right to choose an irrigation contractor for repair purposes. A minimum amount of topsoil at the surface for disturbed areas shall be 12-inches. The Town will pull a trench box during water line construction to keep impacts limited. The town will pave an asphalt driveway entrance which will start at the edge of Violet Lane and continue for approximately 20-feet north. This asphalt driveway entrance will have appropriate radius. The town will install a fence after water line construction. The fence located on the west property line from north (top of river bank) to existing adjacent parking lot will be 6-ft tall chain link fence with winged slats color Royal Blue. The fence located on the west property line from the existing adjacent parking lot to the southwest fence corner (not property corner) will be 6-ft tall chain link fence without slats. The fence located on the south side of the property (not property line) from southwest fence corner to southeast fence corner will be 4-ft tall chain link fence without slats. The Town will also construct final

improvements so that proper drainage is achieved adjacent to the road across the driveway. This may be either swale or culvert whatever is deemed best by the Town's engineer.

4. Hold Harmless. Once the Easement term expires, Grantor shall hold the Town harmless for any work done on the Property, including the restoration of landscaping or fences, and Grantor shall be solely responsible for any maintenance or repair on the Property and Grantor shall assume all liability for the Property. Except Town will warranty all restoration work for a period of two years from time of substantial completion.

5. Grantor's Rights. Grantor retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy is consistent with and does not impair any grant herein contained.

6. Warranty. Grantor warrants that it has the full right and legal authority to make the grant of this Easement.

7. Binding Effect. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, successors and assigns of the parties hereto, provided however that the rights granted to the Town hereunder shall terminate on the date specified in Section 1 hereof.

8. Governing Law and Venue. This Easement 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.

9. Modification. This Easement may only be modified upon written agreement of the Parties.

10. Integration. The foregoing, along with the Waterline Easement Agreement constitute the entire agreements between the Parties regarding the use of the Property and no additional or different oral representation, promise or agreement shall be binding on any of the Parties with respect to the Property.

11. Governmental Immunity. The Town and its officers, employees and attorneys, are relying on, and do not waive or intend to waive by any provision of this Easement, 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 or its officers, employees and attorneys.

12. 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.

13. Third-Parties. Except as expressly provided herein, there are no intended third-party beneficiaries to this Easement.

14. Severability. If any provision of this Easement 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.

15. Notice. Any notice under this Easement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Easement.

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

TOWN OF EAGLE

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

VANCE CARROLL:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
2019, by Vance Carroll.

My Commission expires _____.

(SEAL)

Notary Public

MELISSA CARROLL

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
2019, by Melissa Carroll.

My Commission expires _____.

(SEAL)

Notary Public

- Exhibit A -

40 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

AN EASEMENT SITUATED IN TRACT 47, SECTION 5, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M., ALSO BEING A PORTION OF A PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED AT BOOK 514, PAGE 342, COUNTY OF EAGLE, STATE OF COLORADO. SAID EASEMENT BEING A STRIP OF LAND FORTY (40) FEET WIDE, 20 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT ANGLE POINT 4 OF TRACT 47, A 2.5" ALUMINUM CAP L.S. NO. 26967, THENCE N 53°06'47" W A DISTANCE OF 723.75 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL OF LAND, THE TRUE POINT OF BEGINNING. THENCE ALONG THE CENTERLINE OF SAID EASEMENT THE FOLLOWING TWO (2) COURSES:

- 1.) N 76°06'51" E A DISTANCE OF 55.58 FEET;
- 2.) N 63°31'19" E A DISTANCE OF 227.41 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL, THE POINT OF TERMINUS.

THE CENTERLINE LENGTH OF THE EASEMENT IS 282.99 FEET AND CONTAINS 11,319 SQ. FT. SIDE LINES OF THIS EASEMENT ARE TO BE LENGTHENED OR SHORTEN TO TERMINATE AT THE BOUNDARY LINES DESCRIBED HEREIN.

ALL BEARINGS RECITED HEREON ARE RELATIVE TO A BEARING OF S 88°24'24"W, BETWEEN SAID ANGLE POINT 4 OF TRACT 47 AND ANGLE POINT 3 OF TRACT 47, BOTH BEING MONUMENTED AS SHOWN HEREON.



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Temporary Waterline Easement
Violet Lane Waterline
Town of Eagle

Job No.	2011-318.006
Drawn by:	HS
Date:	May 29, 2019
Approved:	SB
File:	VioletLaneEasement.dwg

Exhibit A

Sht. 1
Of 2

In Feet: $1'' = 30'$

WATER LINE EASEMENT

THIS WATER LINE EASEMENT (the "Easement") is dated this ____ day of _____, 2019 (the "Effective Date"), by Vance Carroll and Melissa Carroll, as joint tenants with rights of survivorship, and with an address of P.O. Box 1330, Tract: 47 Section: 5 Township: 5 Range: 84 per Book 181 Page 361, Eagle, CO 81631 (collectively "Grantor"), and the Town of Eagle, Colorado, a Colorado municipality with an address of 200 Broadway, P.O. Box 609, Eagle, CO 81631 (the "Town") (each a "Party" and collectively the "Parties").

WHEREAS, the Town desires to acquire an easement for the purpose of the construction, reconstruction, operation, and maintenance of a water line and related facilities (the "Facilities") beneath the surface of the property located at 33 Violet Lane, Eagle, Colorado, (the "Property"); and

WHEREAS, Grantor is willing to convey an easement to the Town for the aforesaid purposes on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 paid by the Town to Grantor, the covenants of Grantee herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants to the Town a perpetual easement as depicted and described on **Exhibit A** to enter, re-enter and use the Property for the following purposes:
 - a. To install the Facilities as depicted on **Exhibit B**, attached hereto and incorporated herein by this reference. Such installation shall be made so as to minimize ground disturbance and use of a trench box during construction is required, unless otherwise decided by Grantor.
 - b. To access the Facilities for inspection and maintenance purposes, including cleaning and the making of all necessary repairs thereto. Such repair shall be made so as to minimize ground disturbance and use of a trench box during construction is required, unless otherwise decided by Grantor.
 - c. To perform any other acts necessary to protect the Facilities from damage.
2. **Town's Rights.** The Town shall have and exercise the right to ingress and egress in, to, over and across the Property for any lawful purpose needed for the full enjoyment of the rights granted by Grantor to the Town hereunder. Except in cases of emergency, Grantor shall be notified prior to entering the property and Parties shall agree to the location of ingress and egress.
3. **Grantor's Rights.** Grantor retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy is consistent with and does not impair any grant herein contained.
4. **Town's Obligations.** In exercising its rights under this Easement, the Town agrees to the following:

a. The Town shall cause any of the Property, including landscaping and fences, and irrigation systems, which is disturbed by the Town during the Town's activities on the Property to be returned to its original condition, or as near thereto as may be reasonably accomplished, all at the expense of the Town or its contractors or agents. Grantor shall be given the right to choose an irrigation contractor for repair purposes.

b. The Town shall not use the Property as a staging area for repair or maintenance activities, and no equipment shall be stored on the Property.

c. The Town shall be solely responsible for the maintenance of the Facilities.

d. The Town will pave an asphalt driveway entrance which will start at the edge of Violet Lane and continue for approximately 20-feet north. This asphalt driveway entrance will have appropriate radius.

e. The Town will install a fence after water line construction. The fence located on the west property line from north (top of river bank) to existing adjacent parking lot will be 6-ft tall chain link fence with winged slats color Royal Blue. The fence located on the west property line from the existing adjacent parking lot to the southwest fence corner (not property corner) will be 6-ft tall chain link fence without slats. The fence located on the south side of the property (not property line) from southwest fence corner to southeast fence corner will be 4-ft tall chain link fence without slats.

f. The Town will also construct final improvements so that proper drainage is achieved adjacent to the road across the driveway. This may be either swale or culvert whatever is deemed best by the Town's engineer.

5. Grantor's Obligations. Grantor agrees to the following:

a. Grantor shall not interfere with the Town's exercise of any of its rights under this Easement, including without limitation the installation of the Facilities on the Property and the maintenance of those Facilities, subject to the terms of this agreement.

b. Grantor shall not install or permit the installation of any fence, wall, structure (above or below ground) or landscaping that would hinder the operation of the Facilities or impair the Town's rights of access pursuant to this Easement.

6. Indemnification. Grantor shall indemnify, hold harmless and defend the Town and its representatives, officers, employees, agents, and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with injury to or the death of any person or physical damage to any property resulting from any act, omission, condition, or other matter arising solely out of Grantor's negligent or intentional acts or omissions and related to or occurring on or about the Property under this Easement.

7. Warranty. Grantor warrants that it has the full right and legal authority to make the grant of this Easement.

8. Recordation. Except as otherwise expressly provided herein, all provisions in this Easement, 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. The Town shall record this Easement 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 Easement.
9. Governing Law and Venue. This Easement 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.
10. Modification. This Easement may only be modified upon written agreement of the Parties.
11. Integration. The foregoing, along with the Temporary Construction Agreement constitute the entire agreements between the Parties regarding the Easement and no additional or different oral representation, promise or agreement shall be binding on any of the Parties with respect to the Easement.
12. 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 Easement, 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 and its officers or employees.
13. 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.
14. Third Parties. There are no intended third-party beneficiaries to this Easement.
15. Severability. If any provision of this Easement 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.
16. Notice. Any notice under this Easement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Easement.

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

TOWN OF EAGLE

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

VANCE CARROLL

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
2019, by Vance Carroll.

My Commission expires _____.

(SEAL)

Notary Public

MELISSA CARROLL

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
2019, by Melissa Carroll.

My Commission expires _____.

(SEAL)

Notary Public

- Exhibit A -

20 FOOT WIDE PERMANENT WATER LINE EASEMENT DESCRIPTION

AN EASEMENT SITUATED IN TRACT 47, SECTION 5, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M., ALSO BEING A PORTION OF A PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED AT BOOK 514, PAGE 342, COUNTY OF EAGLE, STATE OF COLORADO. SAID EASEMENT BEING A STRIP OF LAND TWENTY (20) FEET WIDE, 10 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT ANGLE POINT 4 OF TRACT 47, A 2.5" ALUMINUM CAP L.S. NO. 26967, THENCE N 53°06'47" W A DISTANCE OF 723.75 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL OF LAND, THE TRUE POINT OF BEGINNING. THENCE ALONG THE CENTERLINE OF SAID EASEMENT THE FOLLOWING TWO (2) COURSES:

- 1.) N 76°06'51" E A DISTANCE OF 55.58 FEET;
- 2.) N 63°31'19" E A DISTANCE OF 227.41 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL, THE POINT OF TERMINUS.

THE CENTERLINE LENGTH OF THE EASEMENT IS 282.99 FEET AND CONTAINS 5,660 SQ. FT. SIDE LINES OF THIS EASEMENT ARE TO BE LENGTHENED OR SHORTEN TO TERMINATE AT THE BOUNDARY LINES DESCRIBED HEREIN.

ALL BEARINGS RECITED HEREON ARE RELATIVE TO A BEARING OF S 88°24'24"W, BETWEEN SAID ANGLE POINT 4 OF TRACT 47 AND ANGLE POINT 3 OF TRACT 47, BOTH BEING MONUMENTED AS SHOWN HEREON.



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Permanent Waterline Easement
Violet Lane Waterline
Town of Eagle

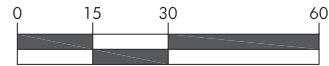
Job No.	2011-318.006
Drawn by:	H5
Date:	May 29, 2019
Approved:	SB
File:	VioletLaneEasement.dwg

Exhibit A

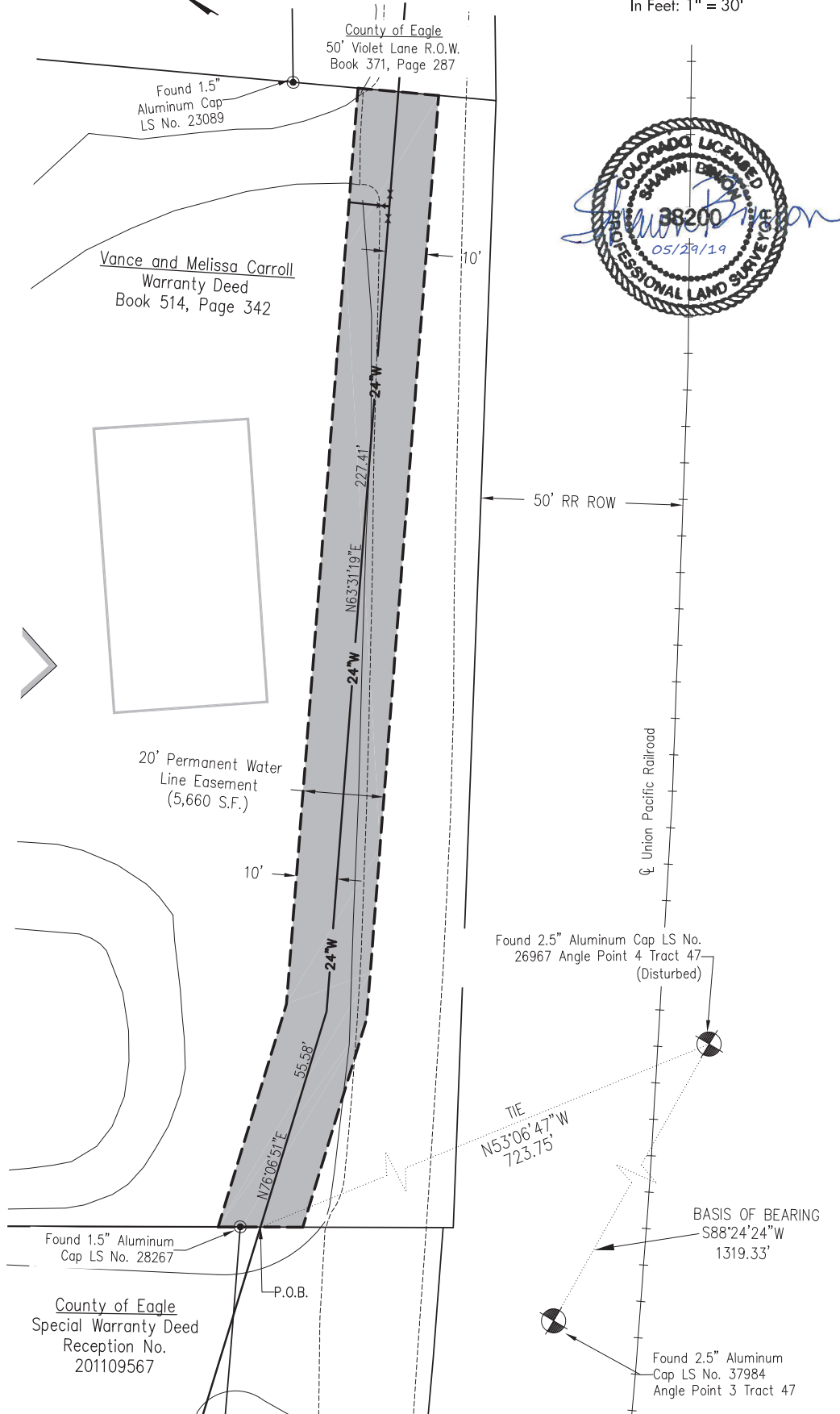
Sht. 1
of 2

- Exhibit A -

Graphic Scale



In Feet: 1" = 30'



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Permanent Waterline Easement
Violet Lane Waterline
Town of Eagle

Job No. 2011-318.006
Drawn by: HS
Date: May 29, 2019
Approved: SB
File: VioletLaneEasExhibit

Exhibit A

Sht. 2
Of 2

EXHIBIT B



To: Mayor and Board of Trustees
From: Carrie McCool, Interim Town Planner
Date: July 23, 2019
Agenda Item: Future Eagle County Referral - Base Camp Eagle Campground Special Use Permit

REQUEST:

The owners of the subject property requests are threefold:

1. A letter of support for the project when referred the Eagle County Special Use Permit application;
2. Support and coordination on new trail construction so the applicant can easily connect to the town, lessen care dependence from campers and promote Eagle's goals; and
3. Support for future annexation of the property when circumstances make a cost-effective connection to the Town sewer system possible (i.e., build-out of Haymeadow).

INTRODUCTION:

The property owners will be submitting an application for a special use permit to Eagle County to allow a campground. They are currently in sufficiency review. County staff has asked the owners to visit the Town Planning and Zoning Commission and Town Board on the project due to its location, existing recommendations of the jointly adopted Eagle Area Community Plan and the general interest the Town has in developing area camping.

ANALYSIS:

The 13.5-acre property is within the Urban Growth Boundary and has a land use designation of Countryside (CS) pursuant to the 2010 Eagle Area Community Plan (EACP). The character of the CS land use designation is low density (larger lot) residential sites with small scale (family) agricultural uses. The subject property abuts Brush Creek Road and is almost completely surrounded by the Haymeadow PUD. The Haymeadow project is located on the south side of town along the Brush Creek Corridor just north of Eagle Ranch, the largest master planned community in town. The full buildout of Haymeadow will include 837 multi-family and single-family housing units of various sizes and types, a 20-acre community park, a 32-acre school and recreation site, and approximately 335 acres of open space. The housing units will be dispersed throughout five neighborhoods and will take many years to complete the full build-out.

The owners propose to construct and operate a short term (15-day maximum stay) campground for recreational purposes. The seasonal campground would only be open from April to November and would be built in phases with 44 camping spaces at ultimate build-out. The owners propose to have the site served by town water, two on-site wells and vault toilets. Due to its proximity to the Haymeadow development, the owners have expressed interest in annexing into the town when circumstances make a cost-effective connection to the Town sewer system possible. The timing of that would coincide with build-out of Haymeadow.

COMPREHENSIVE PLAN CONFORMANCE/STANDARDS ACHIEVED:

The Base Camp Eagle project has the potential to further economic development and recreation goals of the EACP through quality design.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission considered the future Eagle County Referral for the Base Camp Eagle Campground Special Use Permit at the July 16, 2019 meeting. The Commission was supportive of the concept and use as they found that it meets the towns long-range goals in terms of economic development, community growth and recreation. They also found the timing of the project was right and will wait to provide a written response until the formal referral is received.

COMMUNITY INPUT:

The applicant will be submitting a special use permit application to Eagle County. The application will be referred to the Town pursuant to the County's formal referral process.

BUDGET/STAFF IMPACT:

The proposal doesn't require additional resources from the town at this time.

RECOMMENDED ACTION OR PROPOSED MOTION:

Review the submittal materials to provide direction on drafting a letter of support, indicate support and coordination on new trail construction and provide a recommendation on future annexation of the property.

ATTACHMENTS:

- Cover Letter
- Vicinity Map
- Site Plan

July 8, 2019

Eagle Board of Trustees
Planning Commissioners
200 Broadway
P.O. Box 609
Eagle, CO 81631

RE: Base Camp Eagle Presentation

Dear Trustees and Commissioners,

Thank you for the opportunity to present our project to construct a seasonal dark sky campground located adjacent to the Town of Eagle, on a 13.5-acre parcel of property accessed from Brush Creek Road.

The owners of the property, Shawn and Marci Colby, are submitting an application for a special use permit to Eagle County. County staff have asked us to visit the Town planning commission on the project due to it's location, existing recommendations of the jointly adopted Eagle Area Community Plan, and the general interest the Town has in developing area camping.

Base Camp Eagle provides a unique opportunity to establish a seasonal campground to address the needs of a community – it is not a large-scale campground or typical stand-alone RV park associated with a KOA-scale project. Base Camp Eagle is in an ideal location close to Town amenities, public land access and trailheads. It is owner operated and will be buffered from neighboring properties with landscaping and berms.

There is an immediate demand to increase recreation infrastructure. Our community places high value on outdoor amenities and recreation. The Eagle and Brush Creek valleys have become popular spring, summer and fall destinations due to ideal climate, easy access to a variety of public lands (BLM, USFS, State parks) and a diversity of trails, trailheads and outdoor activities.

Around Eagle are examples of dispersed campsites on Bellyache Ridge, Hardscrabble Road and in both east and west Brush Creek. These sites are frequented by visitors not mindful of the damage they are doing to the landscape. Trash, waste and unattended campfires have become more common as Eagle's popularity has swelled.

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Basecamp Eagle
Page 1 of 2

P.O. Box 3722
Eagle, CO 81631
www.landplanco.com

Base Camp Eagle will benefit local businesses by providing convenient access to campers normally leaving Town for public land campsites. No long term (over 15 day) camping will be permitted at Base Camp Eagle.

The first phase will build up to 32 furnished campsites (suitable for tents, trucks and popups, vans/sprinters and small RV's), 4 group and special event campsites, vault toilet facilities and limited water and electricity. Phase 1 will also install irrigation, landscaping and camp self-check in and information kiosk.

A future phase will complete the final 12 sites (east loop), final landscaping and bathhouse (tbd). Water is provided by the Town of Eagle and several wells. Sewer will be provided using vault privy toilets, typical to BLM or USFS campgrounds. Frost-free water will be made available to campers at convenient locations and site will be equipped with picnic tables and fire rings.

On site management will regulate campfires, noise and any offensive behavior. Trash and recycling will be available. An information kiosk and self-check in station will greet visitors on arrival with information about the Town trails system and campground rules.

We are looking forward to discussing details of our plan at your July 16th and July 23rd meetings, respectively, in hopes that the Town of Eagle could provide us with:

1. A letter of support for the project when referred the Eagle County special use application;
2. Support and coordination on new trail construction so we can be easily connected to Town, lessen car dependence from campers and promote Eagle's goals;
3. Support for future annexation of the property when circumstances make cost effective connection to the Town sewer system possible (i.e. build out of Haymeadow).

Thank you in advance for allowing us to present our project to you, and please feel free to contact me directly at 970.401.3861 with any questions

Best Regards,



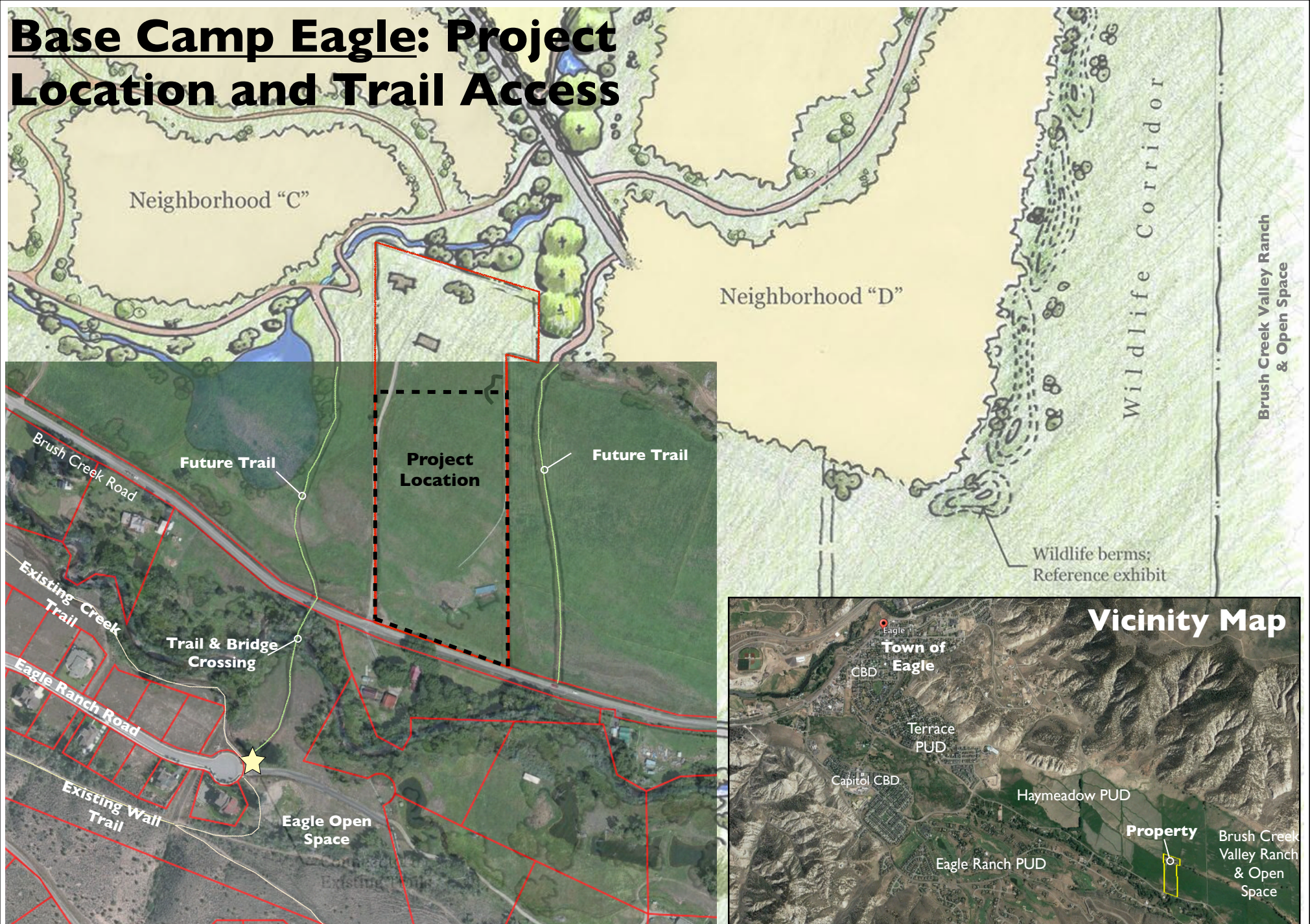
Tambi Katieb, AICP

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Base Camp Eagle: Project Location and Trail Access

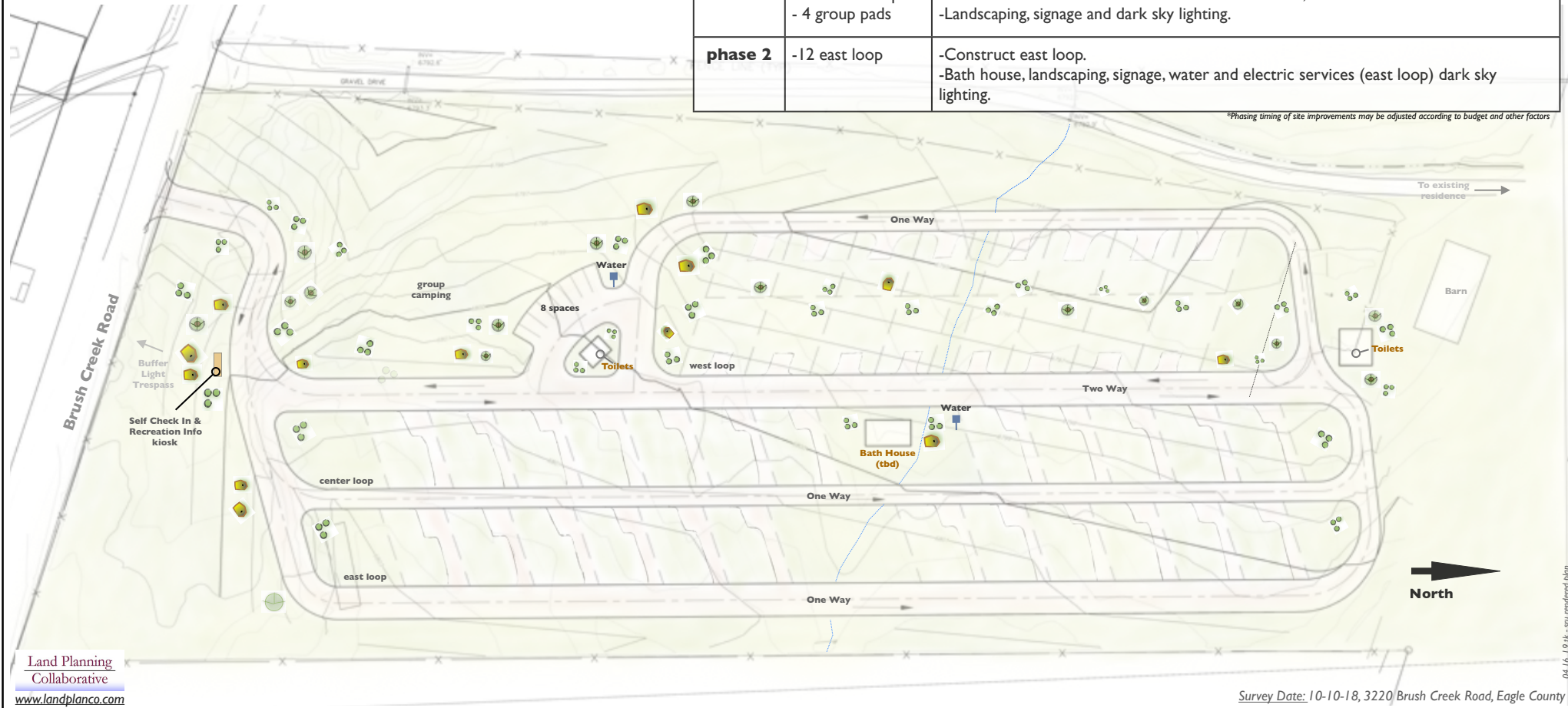


Base Camp Eagle: Site Plan

a seasonal, dark sky campground

phase*	# sites	planned improvements
phase 1	- 16 west loop - 12 center loop - 4 group pads	- Construct group, west and center loops and sites. - Construct installation of water and electric services, vault toilets and check in. - Landscaping, signage and dark sky lighting.
phase 2	- 12 east loop	- Construct east loop. - Bath house, landscaping, signage, water and electric services (east loop) dark sky lighting.

*Phasing timing of site improvements may be adjusted according to budget and other factors





To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager

Date: July 23, 2019

Agenda Item: Cigarette Tax/Ballot Questions

REQUEST:

Staff is requesting the Board of Trustees review information related to the tobacco and nicotine tax ballot question proposal by Eagle County.

INTRODUCTION:

Eagle County is considering a 2019 question to increase sales tax on tobacco and nicotine products including e-cigarette products. Revenue from the sales tax would fund prevention efforts. The town receives tax collected by the state from tobacco sales. The distribution is about \$11,000 per year. The county put together a summary of how the new sales tax would work for towns that decide to pass their own tax, or do not move forward with a separate ballot measure. The county is also asking for jurisdictions to raise the age of tobacco consumption to 21, so that the limit is consistent across the county. The Towns of Avon and Basalt have passed similar measures. Staff has included example ordinances from neighboring communities that have passed tobacco policies and the legislation that enables towns and counties to consider tobacco policies.

The town can pass ballot language on these policies at any time. Letting the state know that the town might be interested in setting policy doesn't guarantee that the town will ask voters. The BOT still would still need to approve ballot language as a next step.

ANALYSIS:

There are few things the town should consider with the county's proposal:

Town supports its own ballot measures:

- The age should be consistent with Eagle County
- The town would keep sales tax collected in town boundaries – unless there was an IGA with the county agreeing to share sales tax
- We will lose the state share of tobacco taxes - \$11,000
- It is likely that town would see a little more revenue than what the state provides
- Any sales tax increase should consider fair competition among businesses
- The BOT might consider dedicating revenue or not in its ballot measure

Town doesn't consider its own ballot measures:

- The age in town would be lower than the county
- The county would collect sales tax in town
- The town would keep its state share of around \$11,000 per year
- Business in town and county would have the same sales tax rate automatically

COMMUNITY INPUT:

The county conducted polling on raising the age to 21 and whether a new sales tax on tobacco products dedicated to prevention would be supported by voters. The results were positive for both questions.

BUDGET / STAFF IMPACT:

There is a budget impact if the town supports its own ballot question:

- If town passes a tax, then we lose the state share of \$11,000 per year
- A new sales tax would likely raise more money than the state pays per year
- Town is already funding an election in November so there are no added election expenses

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

While this proposal doesn't execute any strategic objectives, it does align with the board's desire to raise revenues and collaborate with our partners on regional issues.

RECOMMENDED ACTION OR PROPOSED MOTION:

The town must let the state know by July 26 if there is interest in supporting a ballot measure for increasing the age limit and levy a new sales tax:

1. Motion to direct staff to let the state know that the Town of Eagle is interested in increasing the age limit to 21.
2. Motion to direct staff to let the state know that the Town of Eagle is interested in supporting a sales tax measure for tobacco products in the future.
3. Option Three: Keep things the same.

ATTACHMENTS:

- Eagle County Tobacco/Nicotine Tax Proposal
- HB 19-1033 Authorizing Tobacco Legislation
- Town of Snow Mass Tobacco Ordinance

Understanding Eagle County Tobacco/Nicotine Tax Proposal

The Eagle County Board of County Commissioners is considering a 2019 question for voters to increase the sales tax on tobacco and nicotine products (including e-cigarettes and vaping products) to help reduce underage youth consumption and initiation and to support public health and education efforts to prevent tobacco addiction. Below are several FAQs to help understand some of the policy and taxing issues related to this proposal.

Do Eagle County and local communities have to receive voter approval to raise the age to 21 and to license tobacco and nicotine businesses?

No. Eagle County has the authority to license and raise the age by resolution or ordinance. CRS 18-13-121 was changed to extend to counties the powers given to municipalities for imposing more stringent requirements on the sale of tobacco and nicotine products. Additionally, counties have specific power in CRS 30-15-401 to regulate the possession and sale of tobacco and nicotine by resolution or ordinance.

Why should the County and local communities license local businesses that sell tobacco and nicotine products?

Licensing is the only meaningful way to enforce the minimum legal sale age and collection of any future tax. Penalizing underage tobacco product users would not have an impact on reducing underage use. Rather, the County wants to regulate at the source where the product is being sold and keep retailers accountable for responsible sales practices. Accordingly, the County can only enforce its regulations if it establishes its power to allow selling, and subsequently, the power to remove the ability to sell. Similar to marijuana or liquor, if an establishment sells to someone underage in violation of County regulations, they would face a license revocation hearing and/or fine.

Finally, the County needs a licensing structure to collect any future tax. Like marijuana, the County requires documentation from retailers to ensure taxes are collected as part of license oversight. Failure to provide information or taxes by a licensee would lead to license revocation.

Would a potential County sales tax take precedence over local ordinances?

State statute—CRS 39-28-112(2)(a)(ii)—allows a county to levy and collect a special sales tax on tobacco and nicotine products in the municipalities within the boundaries of the county that do not have a municipal special sales tax on the same. If the municipality passes a tax, the County sales tax is invalid within the town limits unless the County and town agree by IGA to allow the County to continue to collect within the town limits.

If the County sets the age limit at 21 and a local community does not, would the County's age increase take precedence over local ordinances?

No, the County-imposed age limit would be restricted to unincorporated County retailers, not those within municipal boundaries. The local age limit would still be in effect within that local jurisdiction.

If the County approves a tobacco/nicotine tax increase, would that impact the local share back of state taxes on cigarettes sold within a town/city?

No. State statute—CRS 39-22-623—provides for the 27 percent cigarette tax (limited to cigarettes and not tobacco or nicotine) share back to towns and counties. In order to qualify for the share back, local governments are prohibited from imposing taxes on any person as a condition for engaging in the business of selling cigarettes. If the County passed a tax that was collectible in the municipality, it would not forfeit that municipality's share back since the town did not impose its own tax. So if the County is successful, it can collect its voter-approved tax within towns, and the towns can still maintain their 27 percent share back.

If the County approves a tax increase, would the County potentially lose tax revenue?

The County would forfeit the ability to collect its portion of the cigarette tax share back from the State. However, the County would not lose revenue. The share back is based on a percentage of state sales tax collected in Eagle County compared to the total state sales tax collected. It is not a large amount. At the peak, share back was about \$100,000, and last year it was closer to \$50,000. The state share back currently goes into the County's General Fund. The General Fund currently includes an \$1.8 million annual appropriation to support the County's public-health needs, including tobacco education and prevention. Eagle County collections on a local special sales tax would far exceed the forfeited amount.

Why should a town/city consider passing a tobacco/nicotine tax and raising the age to purchase to 21 if the County is also taking that step?

The County and its municipalities should work together to be consistent on age—but they should not necessarily do separate/local taxes. Eagle County communities ultimately want consistency in taxes and regulation. The towns that have raised taxes and the age have asked the County to do the same for consistency. Ultimately, the County would like all towns to raise the age since the BOCC does not have the authority to do that within a municipality. However, if approved, the County tax would apply in municipal boundaries, so it would not be necessary for towns to have a separate tax question. Towns can then continue to collect their 27 percent share back on cigarette sales. If a town wants to forfeit its share back and receive increased revenues from its own special sales tax on all tobacco and nicotine products, then the County would not collect within the town's boundaries.

Would a tax or age restriction on nicotine products include patches, gums and other cessation products?

No. Sales tax and age restrictions will not apply to any nicotine-replacement therapies that have been approved by the Food and Drug Administration, including patches and chewing gums. E-cigarettes and vaping products are not FDA-approved cessation devices.

Why is the County considering raising the tax on tobacco and nicotine products?

Teen tobacco and nicotine use continues to be a top public health concern nationwide and in Eagle County. According to the November 2017 Healthy Kids Colorado survey, both cigarette and vaping use by Eagle Valley youths is on the rise—with 39.3 percent of high schoolers reporting use of vaping products within the past 30 days, compared to 27.1 percent in 2015. In addition, 13.1 percent of high schoolers reported smoking cigarettes within the past 30 days, compared to 10.5 percent in 2015.

Increasing price produces the greatest reduction in tobacco use and initiation, particularly among 15-17 year olds. Additionally, lower-income and lower-education level users of tobacco and nicotine products

stand to benefit significantly, both financially and to their personal and family health, from increasing the price of these products¹.

Two Eagle County communities—Basalt and Avon—have passed local ordinances to tax tobacco and nicotine products and raised the minimum sales age to 21 to help reduce teen use and the negative health impacts to their residents. But teens are still able to travel to neighboring stores in unincorporated Eagle County to purchase these products.

By considering a countywide tax—and instituting a County sale-age restriction of 21 or older—the Board of County Commissioners is hoping to further restrict access for underaged users throughout our community. Research studies and real-world examples show that a combination of tobacco/nicotine tax increases, along with increased age restrictions—is the best deterrent for underage users.

¹ Chaloupka, FJ, "Macro-Social Influences: The Effects of Prices and Tobacco Control Policies on the Demand for Tobacco Products," *Nicotine and Tobacco Research* 1(Suppl 1):S105-9, 1999; other studies at <http://www.ihrp.uic.edu/researcher/frank-jchaloupka-phd> and <http://tobacconomics.org/>; Tauras, J, "Public Policy and Smoking Cessation Among Young adults in the United States," *Health Policy* 6:321-32, 2004; Tauras, J, et al., "Effects of Price and Access Laws on Teenage Smoking Initiation: A National Longitudinal Analysis," National Bureau of Economic Research Working Paper 8331, June 2001, <http://www.nber.org/papers/w8331>. Chaloupka, FJ & Pacula, R, An Examination of Gender and Race Differences in Youth Smoking Responsiveness to Price and Tobacco Control Policies, National Bureau of Economic Research, Working Paper 6541, April 1998; Emery, S, et al., "Does Cigarette Price Influence Adolescent Experimentation?," *Journal of Health Economics* 20:261-270, 2001; Evans, W & Huang, L, Cigarette Taxes and Teen Smoking: New Evidence from Panels of Repeated Cross-Sections, working paper, April 15, 1998; Harris, J & Chan, S, "The Continuum-of-Addiction: Cigarette Smoking in Relation to Price Among Americans Aged 15-29," *Health Economics Letters* 2(2):3-12, February 1998, <http://www.mit.edu/people/jeffrey/HarrisChanHEL98.pdf>. HHS, Reducing Tobacco Use: A Report of the Surgeon General, Atlanta, Georgia: HHS, CDC, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2000, http://profiles.nlm.nih.gov/NN/B/B/L/Q/_/nnbblq.pdf.

An Act

HOUSE BILL 19-1033

BY REPRESENTATIVE(S) Tipper and Kennedy, Arndt, Bird, Caraveo, Duran, Galindo, Gonzales-Gutierrez, Jaquez Lewis, Kipp, Lontine, McCluskie, Mullica, Roberts, Becker, Froelich, Snyder;
also SENATOR(S) Fields and Priola, Court, Gonzales.

CONCERNING A LOCAL GOVERNMENT'S AUTHORITY TO REGULATE PRODUCTS
CONTAINING NICOTINE.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 18-13-121, **amend** (3) as follows:

18-13-121. Furnishing cigarettes, tobacco products, or nicotine products to minors. (3) Nothing in this section prohibits a statutory or home rule municipality, COUNTY, OR CITY AND COUNTY from enacting an ordinance OR RESOLUTION that prohibits a ~~person under eighteen years of age~~ MINOR from purchasing any cigarettes, tobacco products, or nicotine products or imposes requirements more stringent than provided in this section.

SECTION 2. In Colorado Revised Statutes, 25-14-301, **amend**

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

(3)(c) and (4) as follows:

25-14-301. Possession of cigarettes, tobacco products, or nicotine products by a minor prohibited - definitions. (3) As used in this section, unless the context otherwise requires:

(c) "Tobacco product" ~~shall have~~ HAS the same meaning as set forth in "CIGARETTE, TOBACCO PRODUCT, OR NICOTINE PRODUCT", AS DEFINED IN section 18-13-121 (5). ~~C.R.S.~~

(4) Nothing in this section ~~shall be construed to prohibit any~~ PROHIBITS A statutory or home rule municipality, COUNTY, OR CITY AND COUNTY from enacting an ordinance OR RESOLUTION that prohibits the possession of cigarettes, ~~or tobacco products, OR NICOTINE PRODUCTS~~ by a ~~person who is under eighteen years of age~~ MINOR or imposes requirements more stringent than provided in this section.

SECTION 3. In Colorado Revised Statutes, add article 30 to title 29 as follows:

ARTICLE 30
Regulation of Cigarettes, Tobacco Products, and
Nicotine Products

29-30-101. Regulation of cigarettes, tobacco products, and nicotine products. THE CITY COUNCIL OF A STATUTORY OR HOME RULE CITY OR THE TOWN COUNCIL OF A STATUTORY TOWN MAY ADOPT AN ORDINANCE TO REGULATE THE POSSESSION OR PURCHASING OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, AS DEFINED IN SECTION 18-13-121 (5), BY A MINOR OR TO REGULATE THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS TO MINORS.

SECTION 4. In Colorado Revised Statutes, 30-15-401, amend (1.5) as follows:

30-15-401. General regulations - definitions. (1.5) In addition to any other powers, the board of county commissioners has the power to adopt a resolution or an ordinance ~~prohibiting minors from possessing~~ TO REGULATE THE POSSESSION OR PURCHASING OF cigarettes, ~~or tobacco~~ products, OR NICOTINE PRODUCTS, as defined by section ~~39-28.5-101 (5),~~

~~C.R.S.~~ 18-13-121 (5), BY A MINOR OR TO REGULATE THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS TO MINORS.

SECTION 5. In Colorado Revised Statutes, 39-22-623, amend (1) introductory portion and (1)(a)(II)(A) as follows:

39-22-623. Disposition of collections - definition. (1) The proceeds of all ~~moneys~~ MONEY collected under this ~~article~~ ARTICLE 22, less the reserve retained for refunds, shall be credited as follows:

(a) (II) (A) Effective July 1, 1987, an amount equal to twenty-seven percent of the gross state cigarette tax shall be apportioned to incorporated cities and incorporated towns ~~which~~ THAT levy taxes and adopt formal budgets and to counties. For the purposes of this section, a city and county ~~shall be~~ IS considered as a city. The city or town share shall be apportioned according to the percentage of state sales tax revenues collected by the department of revenue in an incorporated city or town as compared to the total state sales tax collections that may be allocated to all political subdivisions in the state; the county share shall be the same as that which the percentage of state sales tax revenues collected in the unincorporated area of the county bears to total state sales tax revenues ~~which~~ THAT may be allocated to all political subdivisions in the state. The department of revenue shall certify to the state treasurer, at least annually, the percentage for allocation to each city, town, and county, and ~~such~~ THE DEPARTMENT SHALL APPLY THE percentage for allocation so certified ~~shall be applied by said department~~ in all distributions to cities, towns, and counties until changed by certification to the state treasurer. In order to qualify for distributions of state income tax ~~moneys~~ MONEY, units of local government are prohibited from imposing ~~fees, licenses, or taxes~~ on any person as a condition for engaging in the business of selling cigarettes. ~~or from attempting in any manner to impose a tax on cigarettes.~~ For purposes of this paragraph (a) SUBSECTION (1)(a)(II), the "gross state cigarette tax" means the total tax before the discount provided for in section 39-28-104 (1) FOR ANY CITY, TOWN, OR COUNTY THAT WAS PREVIOUSLY DISQUALIFIED FROM THE APPORTIONMENT SET FORTH IN THIS SUBSECTION (1)(a)(II)(A) BY REASON OF IMPOSING A FEE OR LICENSE RELATED TO THE SALE OF CIGARETTES, THE CITY, TOWN, OR COUNTY IS ELIGIBLE FOR ANY ALLOCATION OF MONEY THAT IS BASED ON AN APPORTIONMENT MADE ON OR AFTER THE EFFECTIVE DATE OF THIS SUBSECTION (1)(a)(II)(A), AS AMENDED, BUT NOT FOR AN ALLOCATION OF MONEY THAT IS BASED ON AN APPORTIONMENT MADE

BEFORE THE EFFECTIVE DATE OF THIS SUBSECTION (1)(a)(II)(A), AS AMENDED.

SECTION 6. In Colorado Revised Statutes, amend 39-28-112 as follows:

39-28-112. Taxation of cigarettes, tobacco products, or nicotine products by municipalities, counties, and city and counties - definitions.

(1) ~~No provision of This article shall be construed to~~ ARTICLE 28 DOES NOT prevent the A STATUTORY OR HOME RULE MUNICIPALITY, COUNTY, OR CITY AND COUNTY IN THIS STATE FROM imposing, levying, and collecting of any SPECIAL SALES tax upon sales of cigarettes, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, or upon the occupation or privilege of selling cigarettes, ~~by any city or town in this state~~ TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, nor ~~shall the provisions of~~ DOES this article be interpreted to ARTICLE 28 affect any existing authority of local ~~municipalities~~ GOVERNMENTS to impose a SPECIAL SALES tax on cigarettes, TOBACCO PRODUCTS, AND NICOTINE PRODUCTS to be used for local and ~~municipal~~ GOVERNMENTAL purposes.

(2) (a) EACH COUNTY IN THE STATE IS AUTHORIZED TO LEVY, COLLECT, ENFORCE, AND ADMINISTER A COUNTY SPECIAL SALES TAX UPON ALL SALES OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS UNDER THE FOLLOWING CIRCUMSTANCES:

(I) A COUNTY MAY LEVY, COLLECT, ENFORCE, AND ADMINISTER A COUNTY SPECIAL SALES TAX UPON ALL SALES OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS PURSUANT TO THIS SUBSECTION (2) IN THE UNINCORPORATED AREAS OF THE COUNTY;

(II) A COUNTY MAY LEVY, COLLECT, ENFORCE, AND ADMINISTER A COUNTY SPECIAL SALES TAX UPON ALL SALES OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS PURSUANT TO THIS SUBSECTION (2) IN THE MUNICIPALITIES WITHIN THE BOUNDARIES OF THE COUNTY, IN WHOLE OR IN PART, THAT DO NOT LEVY A MUNICIPAL SPECIAL SALES TAX ON THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS. THE COUNTY MAY LEVY A SPECIAL SALES TAX IN A MUNICIPALITY PURSUANT TO THIS SUBSECTION (2)(a)(II) ONLY UNTIL THE MUNICIPALITY OBTAINS VOTER APPROVAL TO LEVY A MUNICIPAL SPECIAL SALES TAX ON CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS. IF THE MUNICIPALITY OBTAINS

SUCH VOTER APPROVAL, THE COUNTY SPECIAL SALES TAX AUTHORIZED BY THIS SUBSECTION (2)(a)(II) IS INVALID WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY UNLESS THE COUNTY ENTERS INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MUNICIPALITY PURSUANT TO SUBSECTION (2)(a)(III) OF THIS SECTION THAT AUTHORIZES THE COUNTY TO CONTINUE TO LEVY, COLLECT, ENFORCE, AND ADMINISTER THE SPECIAL SALES TAX ON CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY.

(III) A COUNTY MAY LEVY, COLLECT, ENFORCE, AND ADMINISTER A COUNTY SPECIAL SALES TAX UPON ALL SALES OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS PURSUANT TO THIS SUBSECTION (2) IN EACH MUNICIPALITY WITHIN THE BOUNDARIES OF THE COUNTY, IN WHOLE OR IN PART, THAT LEVIES A MUNICIPAL SPECIAL SALES TAX ON THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, IF THE GOVERNING BODY OF THE COUNTY AND THE GOVERNING BODY OF THE MUNICIPALITY ENTER INTO AN INTERGOVERNMENTAL AGREEMENT PERTAINING TO THE COUNTY'S LEVY, COLLECTION, ENFORCEMENT, AND ADMINISTRATION OF A COUNTY SPECIAL SALES TAX UPON ALL SALES OF ALL CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY. AN INTERGOVERNMENTAL AGREEMENT PURSUANT TO THIS SUBSECTION (2)(a)(III) MAY INCLUDE A PROVISION FOR THE APPORTIONMENT OF A SPECIFIED PERCENTAGE OF THE GROSS COUNTY CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS SPECIAL SALES TAX REVENUE COLLECTED BY THE COUNTY TO THE MUNICIPALITY.

(b) NOTWITHSTANDING SECTION 29-2-103 (2), A COUNTY MAY LEVY, COLLECT, ENFORCE, AND ADMINISTER A SPECIAL SALES TAX PURSUANT TO THIS SUBSECTION (2) IN LESS THAN THE ENTIRE COUNTY WHEN THE COUNTY SATISFIES ONE OR MORE OF THE CONDITIONS OF THIS SUBSECTION (2).

(c) NO SPECIAL SALES TAX SHALL BE LEVIED PURSUANT TO THIS SUBSECTION (2) UNTIL THE PROPOSAL HAS BEEN REFERRED TO AND APPROVED BY THE ELIGIBLE ELECTORS OF THE COUNTY IN ACCORDANCE WITH ARTICLE 2 OF TITLE 29. ANY PROPOSAL FOR THE LEVY OF A SPECIAL SALES TAX IN ACCORDANCE WITH THIS SUBSECTION (2) SHALL BE SUBMITTED TO THE ELIGIBLE ELECTORS OF THE COUNTY ONLY ON THE DATE OF THE STATE GENERAL ELECTION OR ON THE FIRST TUESDAY IN NOVEMBER OF AN ODD-NUMBERED YEAR. ANY ELECTION ON THE PROPOSAL MUST BE

CONDUCTED BY THE COUNTY CLERK AND RECORDER IN ACCORDANCE WITH THE "UNIFORM ELECTION CODE OF 1992", ARTICLES 1 TO 13 OF TITLE 1.

(3) IF A COUNTY LEVIES, COLLECTS, ENFORCES, AND ADMINISTERS A SPECIAL SALES TAX IN A MUNICIPALITY THAT HAS ALREADY OBTAINED VOTER APPROVAL TO LEVY A MUNICIPAL SPECIAL SALES TAX ON THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, THE COUNTY SPECIAL SALES TAX IS INVALID WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY UNLESS THE COUNTY ENTERS INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MUNICIPALITY PURSUANT TO SUBSECTION (2)(a)(III) OF THIS SECTION THAT AUTHORIZES THE COUNTY TO CONTINUE TO LEVY, COLLECT, ENFORCE, AND ADMINISTER THE SPECIAL SALES TAX ON CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY.

(4) (a) EACH MUNICIPALITY IN THE STATE IS AUTHORIZED TO LEVY, COLLECT, ENFORCE, AND ADMINISTER A MUNICIPAL SPECIAL SALES TAX UPON ALL SALES OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS.

(b) A SPECIAL SALES TAX SHALL NOT BE LEVIED PURSUANT TO SUBSECTION (4)(a) OF THIS SECTION UNTIL THE PROPOSAL HAS BEEN REFERRED TO AND APPROVED BY THE ELIGIBLE ELECTORS OF THE MUNICIPALITY IN ACCORDANCE WITH ARTICLE 10 OF TITLE 31. ANY PROPOSAL FOR THE LEVY OF A SPECIAL SALES TAX IN ACCORDANCE WITH SUBSECTION (4)(a) OF THIS SECTION MUST BE SUBMITTED TO THE ELIGIBLE ELECTORS OF THE MUNICIPALITY ON THE DATE OF THE STATE GENERAL ELECTION, ON THE FIRST TUESDAY IN NOVEMBER OF AN ODD-NUMBERED YEAR, OR ON THE DATE OF A MUNICIPAL BIENNIAL ELECTION. ANY ELECTION ON THE PROPOSAL MUST BE CONDUCTED BY THE CLERK OF THE MUNICIPALITY IN ACCORDANCE WITH THE "COLORADO MUNICIPAL ELECTION CODE OF 1965", ARTICLE 10 OF TITLE 31.

(5) IF A COUNTY OR MUNICIPALITY OBTAINED APPROVAL FROM THE ELIGIBLE ELECTORS OF THE COUNTY OR MUNICIPALITY PRIOR TO THE EFFECTIVE DATE OF THIS SUBSECTION (5), TO LEVY, COLLECT, ENFORCE, AND ADMINISTER A SPECIAL SALES TAX ON THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, THE SPECIAL SALES TAX IS VALID AND THE COUNTY OR MUNICIPALITY IS AUTHORIZED TO CONTINUE TO LEVY, COLLECT, ENFORCE, AND ADMINISTER THE SPECIAL SALES TAX; EXCEPT THAT, IN THE CASE OF A COUNTY, THE COUNTY IS AUTHORIZED TO CONTINUE

TO LEVY, COLLECT, ENFORCE, AND ADMINISTER THE SPECIAL SALES TAX SO LONG AS THE COUNTY COMPLIES WITH SUBSECTION (2) OF THIS SECTION. IF A COUNTY LEVIES, COLLECTS, ENFORCES, AND ADMINISTERS A SPECIAL SALES TAX IN A MUNICIPALITY THAT HAS ALREADY OBTAINED VOTER APPROVAL TO LEVY A MUNICIPAL SPECIAL SALES TAX ON THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, THE COUNTY SPECIAL SALES TAX IS INVALID WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY UNLESS THE COUNTY ENTERS INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MUNICIPALITY PURSUANT TO SUBSECTION (3) OF THIS SECTION THAT AUTHORIZES THE COUNTY TO CONTINUE TO LEVY, COLLECT, ENFORCE, AND ADMINISTER THE SPECIAL SALES TAX ON CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY.

(6) (a) NOTWITHSTANDING ARTICLE 2 OF TITLE 29, A SPECIAL SALES TAX IMPOSED BY A COUNTY OR MUNICIPALITY PURSUANT TO THIS SECTION SHALL NOT BE COLLECTED, ADMINISTERED, OR ENFORCED BY THE DEPARTMENT OF REVENUE, BUT SHALL INSTEAD BE COLLECTED, ADMINISTERED, AND ENFORCED BY THE COUNTY OR MUNICIPALITY IMPOSING THE SPECIAL SALES TAX.

(b) A COUNTY OR MUNICIPALITY IN WHICH A SPECIAL SALES TAX IS IMPOSED PURSUANT TO THIS SECTION MAY AUTHORIZE A RETAILER SELLING CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS TO RETAIN A PERCENTAGE OF THE SPECIAL SALES TAX COLLECTED PURSUANT TO THIS SECTION TO COVER THE EXPENSES OF COLLECTING AND REMITTING THE SPECIAL SALES TAX TO THE COUNTY OR MUNICIPALITY. THE COUNTY OR MUNICIPALITY SHALL DETERMINE THE PERCENTAGE THAT A RETAILER MAY RETAIN PURSUANT TO THIS SUBSECTION (6)(b).

(7) A COUNTY OR MUNICIPALITY IN WHICH THE ELIGIBLE ELECTORS HAVE APPROVED A SPECIAL SALES TAX PURSUANT TO THIS SECTION MAY CREDIT THE REVENUES COLLECTED FROM THE SPECIAL SALES TAX TO THE GENERAL FUND OF THE COUNTY OR MUNICIPALITY OR TO ANY SPECIAL FUND CREATED IN THE COUNTY'S OR MUNICIPALITY'S TREASURY. THE GOVERNING BODY OF A COUNTY OR MUNICIPALITY MAY USE REVENUES COLLECTED FROM THE SPECIAL SALES TAX IMPOSED PURSUANT TO THIS SECTION FOR ANY PURPOSE AS DETERMINED BY THE GOVERNING BODY.

(8) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE

REQUIRES:

(a) "CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS" HAS THE SAME MEANING AS SET FORTH IN SECTION 18-13-121 (5).

(b) "SPECIAL SALES TAX" MEANS A SALES TAX IMPOSED BY A LOCAL GOVERNMENT THAT IS SEPARATE FROM A GENERAL SALES TAX IMPOSED PURSUANT TO SECTION 29-2-102 OR 29-2-103, AS APPLICABLE, AND MAY BE IMPOSED IN ADDITION TO THE TAXES IMPOSED PURSUANT TO THIS PART 1.

SECTION 7. In Colorado Revised Statutes, amend 39-28.5-109 as follows:

39-28.5-109. Taxation by cities and towns. ~~No provision of This article shall be construed to~~ ARTICLE 28.5 DOES NOT prevent the A STATUTORY OR HOME RULE MUNICIPALITY, COUNTY, OR CITY AND COUNTY FROM imposing, levying, and collecting ~~of any SPECIAL SALES tax upon sales of CIGARETTES, tobacco products, OR NICOTINE PRODUCTS, AS THAT TERM IS DEFINED IN SECTION 18-13-121 (5), or upon the occupation or privilege of selling such CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE products. by any city or town in this state, nor shall the provisions of This article be interpreted to~~ ARTICLE 28.5 DOES NOT affect any existing authority of local ~~municipalities~~ GOVERNMENTS to impose a SPECIAL SALES tax on CIGARETTES, tobacco products, OR NICOTINE PRODUCTS, IN ACCORDANCE WITH SECTION 39-28-112, to be used for local and ~~municipal~~ GOVERNMENTAL purposes.

SECTION 8. Effective date. This act takes effect July 1, 2019.

SECTION 9. Safety clause. The general assembly hereby finds,

determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.



KC Becker
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Leroy M. Garcia
PRESIDENT OF
THE SENATE

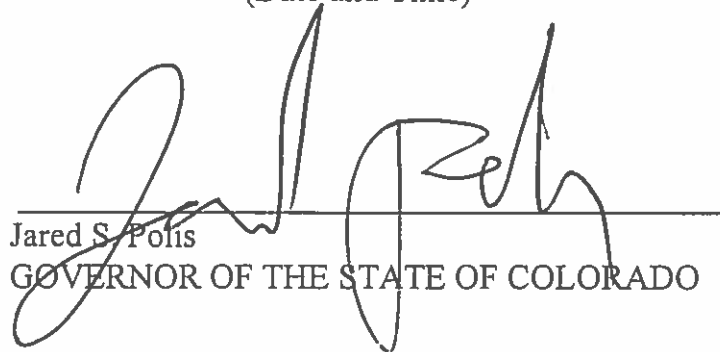


Marilyn Eddins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED March 28, 2019 at 2:35 p.m.
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

**SNOWMASS VILLAGE
TOWN COUNCIL**

**ORDINANCE NO. 04
SERIES OF 2019**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SNOWMASS
VILLAGE, COLORADO AMENDING THE SNOWMASS VILLAGE MUNICIPAL CODE
TO RAISE THE MINIMUM AGE FOR THE SALE, PURCHASE, POSSESSION AND
CONSUMPTION OF TOBACCO PRODUCTS AND TO ESTABLISH THE MINIMUM
AGE FOR THE PURCHASE, POSSESSION AND CONSUMPTION OF
ELECTRONIC SMOKING DEVICES AND RELATED SUBSTANCES BY ADDING
CHAPTER 9, ARTICLE 2 TO THE MUNICIPAL CODE**

WHEREAS, diseases related to cigarette smoking remain one of the largest public health concerns nationwide, and in the State of Colorado, lung cancer is the leading cause of preventable death, accounting for 5,100 deaths each year; and

WHEREAS, 90 percent of adult smokers started smoking before the age of 18, And each day more than 3,000 adolescents in the U.S., try their first cigarette; and

WHEREAS, since 2014, after decades of effective anti-smoking campaigns and decreasing smoking rates in the U.S., there has been a surprising increase in youth tobacco use; and

WHEREAS, over 450 localities and 11 states in the U.S. have enacted into law regulations prohibiting the sales of tobacco products to individuals under the age of 21; and

WHEREAS, research shows that teens purchase cigarettes from peers and that 90 percent of the “social sources” (i.e. friends and family) of tobacco for 12- to 18- year-olds are 18- to 21-year olds; and

WHEREAS, research has also shown that youth do not routinely make the effort to travel to neighboring localities if the minimum sales age is increased to 21 in their home municipality; and

WHEREAS, there has been a sharp uptick in vaping by middle and high school students through use of electronic smoking devices like e-cigarettes. E-cigarettes are now the most commonly used tobacco product among youth. According to a 2016 U.S. Surgeon General report, more than three million youth in middle and high school, including about one of every six high school students, used e-cigarettes in the past month, and more than a quarter of youth in middle and high school have tried e-

cigarettes. A recent CDC study shows that Colorado leads 37 states surveyed for use of e-cigarettes among high school students who report using electronic smoking device regularly; and

WHEREAS, the substances consumed via electronic smoking devices can include nicotine, flavoring, and toxic particles, and electronic smoking devices can also be used as delivery systems for marijuana and other illicit drugs; and

WHEREAS, public health advocates warn that vaping can lead to long-term health risks and nicotine addiction in teenagers; and

WHEREAS, raising the minimum age for the sale, purchase, use and possession of electronic smoking devices and substances to be consumed through such devices may reduce youth initiation and overall usage rates; and

WHEREAS, research indicates that by combining enforcement efforts to include possession, use and purchase laws may reduce underage tobacco use; and

WHEREAS, the Town Council finds and determines that the enactment of the regulations set forth herein is in the interest of the public health, safety, and welfare of the residents of the Town of Snowmass Village.

NOW THEREFORE, BE IT ORDAINED, by the Town Council of the Town of Snowmass Village that the Snowmass Village Municipal Code is hereby amended by adding Chapter 9, Article 2 which shall read as follows:

Section 1. The foregoing recitals are hereby adopted as findings and determinations of the Town Council.

Section 2. Chapter 9, Article 2 of the Snowmass Village Municipal Code should be amended by adding the language below:

Sec.9-21. Sale of cigarettes, tobacco products, and electronic smoking devises.

(a) For purpose of this Code the following words shall have the meanings ascribed hereafter:

Cigarettes means any product that contains tobacco or nicotine, including but not limited to premanufactured cigarettes and /or hand-rolled cigarettes that is intended to be burned or heated under ordinary conditions of use, and consists of or contains:

- (1) any roll of tobacco wrapped in paper of any other substance not containing tobacco;
- (2) tobacco in any form that is functional in the product, which because of its appearance, the type of tobacco used in the filler, or its packaging or labeling, is likely to be offered to or purchased by consumers as a cigarette described in subparagraph (1) above.
- (3) any roll of tobacco wrapped in any substance containing tobacco that, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling is likely to be offered to or purchased by consumers as a cigarette described in (1) above.
- (4) the term includes all “roll-your-own” i.e., any tobacco that, because of its appearance, type, packaging or labeling, is suitable for use and likely to be offered to or purchased by consumers as tobacco for making cigarettes.

Electronic smoking device means an electronic devise that, when activated, emits a vapor aerosol, fume, or smoke that may be inhaled or absorbed by the user including but not limited to an e-cigarette, e-cigar, e-pipe, vape pen, e-hookah, and similar devices. Electronic smoking device includes any component, part, or accessory of such a device, whether or not sold separately, and includes any substance, with or without nicotine, intended to be aerosolized, vaporized, or which produces a fume or smoke during the use of the device intended for human consumption.

Mobile Vending means any sales of Tobacco and/or Tobacco Paraphernalia at other than a fixed location.

Proprietor mean a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.

Tobacco product means (1) any product which contains, is made, or derived from tobacco or used to deliver nicotine or other substances intended for human

consumption, whether smoked, heated, chewed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including but not limited to cigarettes, cigars, little cigars, cheroots, stogies, perique's, granulated, plug cut, crimp cut, ready rubbed and other smoking tobacco, snuff, snuff flout, bidis, snus, mints, hand gels, Cavendish, plug and twist tobacco, fine cut and other chewing tobaccos, shorts, refuse scraps, clippings, cutting, and sweepings of tobacco; (2) electronic smoking devices; (3) notwithstanding any provision of subsections; (1) and; (2) to the contrary, "tobacco product" includes any component, part, accessory, or associated tobacco paraphernalia of a tobacco product whether or not sold separately. Excluded from this definition is any product that contains marijuana and any products specifically approved by the U.S. Food and Drug Administration for use in reducing, treating, or eliminating nicotine for tobacco dependence or for other medical purposes when these produces are being marketed and sold solely for such approved purpose.

Tobacco paraphernalia means any item designed for the consumption, use, or preparation of Tobacco Product.

Tobacco product retail location means any premises where Tobacco Products are sold or distributed to a consumer, including but not limited to hookah bar, lounge, mobile vending, cart, vehicle, or café, any ground occupied by a retailer, any store, stand, outlet, location, vending machine or structure where Tobacco Products are sold.

Tobacco product retailer means any person who sells, offers for sale or offers to exchange for any form of consideration Tobacco Products. "Tobacco Product Retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of Tobacco Products or Tobacco Paraphernalia sold, offered for sale, exchanged or offered for exchange.

Self-service display means the open display or storage of Tobacco Products in a manner that is physically accessible in any way to the public without the assistance of the retailer or employer of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine or other coin operated machine are forms of a Self-Service Display.

Licensing Administrator is the Town Clerk, or any other person appointed by the Town Manager to administer the licensing process.

Hearing Officer is the Municipal Judge that is appointed by the Snowmass Village Town Council for the Town of Snowmass Village.

- (b) For the purposes of this section, each incident at a different time and occasion is a violation.
- (c) No person shall sell or permit the sale of Tobacco product by use of Self-Service Display such as a vending machine or coin operated machine. Tobacco Product Retailers shall stock and display all Tobacco Products in a manner to make all such products inaccessible to customers without the assistance of a retail clerk thereby requiring a direct face-to-face exchange of the Tobacco Products from an employee of the business to the customer. Cigarettes may be sold at retail through Self-Service Displays only in:
 - (1) Factories, businesses, offices or other places not open to the public; or
 - (2) Places to which persons under the age of 21 are not permitted access at anytime during the day or night.
 - (3) Places where the Self-Service Display vending machine is under the direct supervision of the owner of the establishment or an adult employee of the owner, including but not limited to establishments holding a valid liquor license issued pursuant to Article 47 of Title 12, C.R.S. and a valid tobacco retail license as required in Section 9-22 of this Article.
- (d) Any person who sells or offers to sell any Tobacco Product shall display a warning sign as specified in this Subsection 9-21. Said warning sign shall always be displayed in a prominent place in the building. The Tobacco Product Retail location sign shall have a minimum height of three inches and width of six inches; and shall read as follows:

WARNING

IT IS ILLEGAL FOR ANY PERSON UNDER 21 YEARS OF AGE TO PURCHASE OR POSSESS TOBACCO PRODUCTS, AND/OR ELECTRONIC SMOKING DEVICES.

- (e) Any violation of Subsection (d) above shall not constitute a violation of any other provisions of this Section.
- (f) A person under the age of 21 who possesses or handles Tobacco Products as part of that individual's employment at a Tobacco Product Retail Location does

not commit a violation of this Section so long as such individual does not sell or provide Tobacco Products to a person under the age of 21.

- (g) The Tobacco Product Retailer is responsible for developing procedures for the selling of tobacco products. Procedures and Training will be in a written form and available for the review by the Snowmass Village Police Department. The Snowmass Village Police Department will meet with Tobacco Product Retailers annually, or more often as determined, to review training programs, signage and general procedures as they relate to preventing retail sales of tobacco products to persons under 21 years of age.

Sec. 9-22. License requirements and prohibitions

- (a) Tobacco Product Retailers License required.

- (1) It shall be unlawful for any person to act as a Tobacco Product Retailer in the Town of Snowmass Village unless he or she had obtained a License and maintains the same in full force and effect pursuant to this Article for each location where Tobacco Product Retailing occurs.
 - (2) No license may be issued to authorize Tobacco Products retailing anywhere other than at a fixed location that is designated in the License application and approved by the Licensing Administrator. Tobacco Product retailing by persons on foot, from vehicles or through Mobile Vending is prohibited.
 - (3) Tobacco retailing without a valid License is a nuisance as a matter of the law.

- (b) Display of License. Each license shall be prominently displayed in a publicly visible location at the licensed Tobacco Product Retail Location.

- (c) Display of Minimum Legal Sales Age Requirements. The requirement of the Minimum Legal Sale Age for the purchase of Tobacco Retail Product shall be prominently displayed in the entrance (or other clearly visible location) of the Tobacco Product Retail Location.

- (d) Other Prohibitions.

- (1) A Tobacco Product Retail Location may only have one active License at one time. Every License is separate and distinct and specific to a designated location. The License cannot be assigned, delegated, sold, inherited or

otherwise transferred between persons or transferred to a different location, except as provided in this Article. No Licensee shall exercise the privileges of any other License or delegate the privileges of its own License.

- (2) A person or entity may not apply for a License for a one-year period after a License has been revoked.

Sec. 9-23. Conditions of the Tobacco Product Retail License

The following conditions shall apply to the Licensee:

- (a) Prohibition of self-service displays. Licensees shall stock and display all Tobacco Product in a manner to make all such products inaccessible to customers without the assistance of a retail clerk, thereby requiring a direct face-to-face exchange of the Tobacco Product from an employee of the business to the customer.
- (b) Restriction on sales to underage person. No person engaged in Tobacco Products Retailing shall sell or transfer a Tobacco Product to another person unless that recipient is at least twenty-one (21) years of age. It is an affirmative defense to prosecution that the seller was presented with the ID showing the person to be over the minimum age.
- (c) No Licenses shall be issued within 500 feet of schools. No Licenses shall be issued within 300 feet of a State Licensed child-care facility. No Licenses shall be issued 500 feet of community specific locations such as playgrounds, parks etc. as determined by the Licensing Administrator.

Sec. 9-24. Application procedure.

- (a) An application for a License shall be submitted and signed by an individual authorized by the person or entity making application for the License. It is the responsibility of each applicant and/or Licensee to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of said License. No applicant and/or Licensee may rely on the issuance of a License as a determination by the Town of Snowmass Village that the proprietor has complied with all applicable tobacco retailing laws.
- (b) All applications shall be submitted on a form supplied by the Licensing Administrator.

- (c) A licensed Tobacco Product Retailer shall inform the Licensing Administrator in writing of any change in the information submitted on an application for License within (30) business days of a change.
- (d) All License applications shall be accompanied by the payment in full of all fees as required in the Town of Snowmass Village Municipal Code under Sec. 9-29. Fee for License.

Sec. 9-25. Issuance of a Tobacco Product License

Upon the receipt of a completed application for a License as required by this Article, the Licensing Administrator shall sign and issue a License within thirty (30) days which period may be extended by the Licensing Administrator for good cause unless substantial evidence demonstrated that one or more of the following bases for denial exists:

- (a) The information presented in the application is incomplete, inaccurate or false;
- (b) The applicant seeks authorization for a License at a location where this Article prohibits the issuance of License;
- (c) The applicant seeks a License for a location that is not appropriately zoned for the use;
- (d) The applicant seeks authorization for a License and the applicant's current License is suspended or revoked;
- (e) The applicant is not qualified to hold the requested License under the provisions of this Article;
- (f) The applicant and or retail location is not in compliance with all Town, state or federal laws;
- (g) The applicant is indebted to, or obligated in any manner to the Town for unpaid taxes, liens or other monies;
- (h) The payment of the licensing fee in the full amount chargeable for such License does not accompany such License application.

Sec. 9-26. Denial of Tobacco Product License.

- (a) If the Licensing Administrator denies the issuance of the License, the Licensing Administrator shall notify the applicant in writing by regular mail postage prepaid on the address shown in the application. The notice shall include the grounds for denial. Notice is deemed to have been properly given upon mailing.
- (b) An applicant has the right to appeal the Licensing Administrator's denial of an application to the Hearing Officer appointed by the Town of Snowmass Village. Such an appeal shall be initiated by filling a written request with the Licensing Administrator within twenty (20) days of the date of denial of the issuance of a License.
- (c) The applicant's failure to timely appeal the decision of the Licensing Administrator is a waiver of the applicant's right to contest the denial of the issuance of the License.
- (d) The appeal, including any right to further appeals, shall be conducted and controlled by the provisions of Rule 106 (a)(4), for the Colorado Rules of Civil Procedure. The standard of proof shall be upon the applicant. The Licensee's failure to timely appeal the decision is a waiver of the Licensee's right to contest the suspension, revocation or denial of the License.

Sec. 9-27. License term, renewal and expiration.

- (a) Term. All Licenses issued under this Code shall be for the period of one (1) year from the date of the first license being issued.
- (b) Renewal of License. A Licensee shall apply for the renewal of the License and submit the renewal License fee no later than thirty (30) days prior to the expiration of the existing term. The Licensing Administrator shall renew the License prior to the end of the term, provided that the renewal application and fee were timely submitted, and the Licensing Administrator is not aware of any fact that would have prevented issuance of the original License or issuance of the renewal.
- (c) Expiration of License. A License that is not timely renewed shall expire at the end of its term. The failure to timely obtain a renewal of a License requires submission of a new application. There shall be no sale of any Tobacco Products after the License expiration date and before the new License is issued.

Sec. 9-28. License non-transferable.

- (a) A License shall not be transferred from one (1) person to another or from one location to another.
- (b) When a License has been issued to a husband and wife, or to general or limited partners, the death of a spouse or partner shall not require the surviving spouse or partner to obtain a new License to complete the remainder of the term of that License. All rights and privileges granted under the original License shall continue in full force and effect as to such survivors for the balance of the term of the License.

Sec. 9-29. Fee for License.

- (a) The fee to issue or to renew a License shall be pursuant to the Town's Fee Schedule, attached to this Ordinance as Exhibit A. The Town Council of the Town of Snowmass Village will adopt the Fee Schedule which may be changed from time to time by the Town Council through the issuance of an ordinance.

Sec. 9-30. Compliance monitoring

- (a) Compliance monitoring of this Article shall be conducted by the Town of Snowmass Village Police Department or designee, as the Snowmass Village Police Department deems appropriate.
- (b) The Town of Snowmass Village Police Department shall have discretion to consider previous compliance check history or prior violations of a Licensee in determining how frequently to conduct compliance checks of the Licensee with respect to individual Licensees.
- (c) The Snowmass Village Police Department will meet with Licensee's annually, or more often as they determine, to review training programs, signage and general procedures as they relate to preventing retail sales of Tobacco Products to persons under the age of twenty-one (21). When the Snowmass Village Police Department deems appropriate, the compliance check shall determine compliance with other laws applicable to Tobacco Products.

Sec. 9-31. Suspension or revocation of License.

- (a) The following shall be grounds for suspension or revocations of the Licensee's License:
- (1) A violation by a Licensee or Licensee's officers, agents, or employee of any of the provisions of this Article, or any laws of the United States, the State of Colorado or ordinances of the Town of Snowmass Village relating to the sale or furnishing of tobacco products to any person under the age of twenty-one (21), or the storage or display of Tobacco Products.
 - (2) Violations of any conditions imposed by the Licensing Administrator or Hearing Officer in connection with the issuance of renewal of a License.
 - (3) Failure to pay State or local taxes that are related to the operation of the business associated with the License.
 - (4) Loss of right to possession of the Licensed premises.
 - (5) Fraud, misrepresentation, or a false statement of material fact contained in the original or renewal license application.
- (b) The Town Manager shall appoint a Hearing Officer to hear all actions relating to the suspension or revocation of Licenses pursuant to this Article. The Hearing Officer shall have the authority to suspend, revoke, or impose remedial sanctions for violations
- (c) The Licensing Administrator shall commence suspension or revocation proceedings by petitioning the Hearing Officer to issue an order to the Licensee to show cause why the Licensee's License (s) should not be suspended or revoked. The Hearing Officer shall issue such an order to show cause if the petitions demonstrated that probable cause exists to determine that one or more grounds exist pursuant to subsection (a) to suspend or revoke the Licensee's License. The order to show cause shall set the matter for a public hearing before the Hearing Officer.
- (d) Notice of the order to show cause and hearing date shall be mailed to Licensee by regular mail, postage prepaid, at the address shown on the License no later than thirty (30) days prior to the hearing date. Notice is deemed to have been given properly given upon mailing.

- (e) The notice to show cause hearing and any subsequent right to appeal shall be conducted and controlled by the provisions of Rule 106 (a)(4), of the Colorado Rules of Civil Procedure. The standard of proof at such hearings shall be a preponderance of the evidence and burden of proof shall be upon the Licensing Administrator.
- (f) In determining whether a License should be suspended or revoked, and in determining whether to impose conditions in the event of a suspension, the Hearing Officer shall consider the following factors:
 - (1) The nature and circumstances of the violation;
 - (2) Corrective action, if any taken by the Licensee;
 - (3) Prior violations, if any by the Licensee;
 - (4) The likelihood of recurrence of the violation;
 - (5) Whether the violation was willful; and
 - (6) Previous sanctions, if any, imposed on the Licensee.

Sec. 9-32. Penalties and fines.

- (a) Any person who is engaged in Tobacco Product Retailing who sells any Tobacco Products to a person under the age of twenty-one (21) commits an offense and upon conviction thereof, shall be punished by a fine of \$50.00 for the first offense, \$150.00 for the 2nd offense, and \$300.00 for the 3rd offense and a summons for the 4th offense and any subsequent offense(s). It shall be an affirmative defense to prosecute under this Subsection that the person furnishing the Tobacco Products was presented with and reasonably relied upon a valid state driver's license or other government-issued form of identification which identified the person receiving the Tobacco Product as being twenty-one (21) years of age or older.
- (b) A Proprietor is responsible for the actions of its agents and employees regarding the sale of Tobacco Products. The illegal sale of any Tobacco Products to a person under the age of twenty-one (21) at the Proprietor's Tobacco Product Retail Location shall result in the assessment of a civil penalty to the Proprietor in the following amounts:

- (1) A minimum of a \$1,000.00 for the 1st violation or a summons with a fine up to \$2,650.00;
 - (2) A minimum of \$1,500.00 for the 2nd second violation or a summons with a fine up to \$2,650.00;
 - (3) A minimum of \$2,000.00 for the 3rd third violation and any subsequent violation(s) or a summons with a fine up to \$2,650.00. A conviction pursuant to Subsection (a) above shall constitute prima facie evidence of a Proprietor's violation of this Subsection.
- (c) Any person who sells, gives, or otherwise supplies any Tobacco Product(s) to a person under the age of twenty-one (21) is subject to a civil penalty of \$100.00 for the 1st violation, \$300.00 for the 2nd violation, and \$600.00 for the 3rd and any subsequent violation(s).
- (d) Any person under the age of twenty-one (21) who purchases or attempts to purchase any Tobacco Products, and/or is found to be in possession of any Tobacco Products is subject to civil penalty of \$50.00 for the 1st violation, \$150.00 for the 2nd violation, and \$300.00 for the 3rd and subsequent violation(s), except that, following the issuance of a civil penalty may permit the person to participate in a tobacco or vaping education program. The Court may also allow such person to perform community service and be granted credit against the civil penalty fine and court costs at the rate of \$5.00 for each hour of work performed, for up to fifty percent of the civil penalty amount, fine and court costs.
- (e) After the effective date of this ordinance, it shall be unlawful for any Tobacco Retailer to sell Tobacco Products or Tobacco Paraphernalia without a License as mandated under this Article, or with a suspended or revoked License. In addition, the Hearing Officer may impose civil penalties up to \$1,000.00 for each separate Tobacco Products or Tobacco Paraphernalia sold during the period of non-compliance with this Article. A Retailer whose license has been suspended or revoked:
- (1) Shall not display Tobacco Products or Tobacco Paraphernalia in public view during the timeframe in which the License is suspended or revoked; and
 - (2) Advertisements relating to Tobacco Products and/or Tobacco Paraphernalia that promote the sale or distribution of such products from that location shall not be displayed.

Sec. 9-33. Enforcement.

- (a) The remedies provide by the Article are cumulative and in addition to any other remedies available at law or in equity. In addition to other remedies provided in this Article or by other law, any violation of the Article may be remedied by a civil action brought by the Town Attorney, including but not limited to nuisance abatement proceedings and injunctive relief.
- (b) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Article shall cause the offender to be subject to the penalties set forth herein or in the Town of Snowmass Village Municipal Code.

Sec. 9-34. Effective Date

This Article shall become effective 15 days from the Second Reading approval by the Town Council of the Town of Snowmass Village.

Section 3. This ordinance shall not affect any existing litigation and shall no operate as an abatement of any action of proceeding now lending under or by virtue the ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior ordinances.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

INTRODUCED, READ, APPROVED AND ADOPTED, as amended by the Town Council of the Town of Snowmass Village at First Reading on February 19, 2019 upon the motion of Council Member Madsen, the second of, Council Member Sirkus and upon a vote of 3 in favor and 1 opposed. Mayor Butler was opposed and Council Member Shenk was absent.

INTRODUCED, READ, APPROVED AND ADOPTED, as amended by the Town Council of the Town of Snowmass Village at Second Reading on May 06, 2019 upon the motion of Council Member Goode, the second of Council Member Madsen and upon a vote of 4 in favor and 0 opposed. Council Member Sirkus was absent.

TOWN OF SNOWMASS VILLAGE

Markey Butler, Mayor

ATTEST:

Rhonda B. Coxon, Town Clerk

APPROVED AS TO FORM:

John C. Dresser, Jr., Town Attorney

Town of Snowmass Village
Police Department

Code Section	Subject	2019 Fee
Section 9-32 (a)	Conditions of the Tobacco Product Retail License (Sale by a retail Clerk)	1 st Offense Civil Penalty of \$100.00 2 nd Offense Civil Penalty of \$300.00 3 rd Offense Civil Penalty of \$600.00

Code Section	Subject	2019 Fee
Section 9-32 (b)	Conditions of the Tobacco Product (Retail Proprietor)	1 st Offense Civil Penalty of \$1000.00, or a summons with a fine up to \$2,650.00 2 nd Offense Civil Penalty of \$1,500.00 or a summons with a fine up to \$2,650.00 3 rd Offense and any subsequent violation (s) \$2,000.00 or a summons with a fine up to \$2,650.00

Code Section	Subject	2019 Fee
Section 9-32 (c)	Conditions of the Tobacco Product Retail License (Under 21 person)	1 st Offense \$50.00 2 nd Offense \$150 .00 3 rd Offense -\$300.00 and a Summons for the 4 th and any Subsequent (s) Offense

Town of Snowmass Village
Town Clerk Department
License and Fees

Code Section	Subject	Fee
Section 9-29	New and Annual Fee for Tobacco Product License	\$20.00



To: Mayor and Town Board of Trustees

From: Jenny Rakow, Town Clerk

Date: July 23, 2019

Agenda Item: Joint Meeting with Planning & Zoning Commission

REQUEST: Requesting the Board to choose dates for a joint worksession with the Planning and Zoning Commission. Suggestion is to hold it on a regular P&Z Meeting night that does not conflict with any land use file hearings.

BACKGROUND: The Board has previously discussed holding a joint worksession with the Planning Commission and due to transitions and priorities, this meeting date has not yet been set.

ANALYSIS: The meeting agenda will be forthcoming, however, there are many topics to choose from that can be considered, including discussion about the land use code update and the comprehensive plan. Staff will solicit input from both boards for the agenda.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: Food and drinks in the amount of \$250 (approx) - meeting expenses are part of the department and board budgets.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Joint meetings of this nature support alignment of the Town's Boards and Commissions whose directive is to support the strategic plan. Holding meetings of this nature does support our business values and objectives that are jointly held.

RECOMMENDED ACTION OR PROPOSED MOTION: Suggested dates to choose from are: August 20th (currently preferred for P&Z Admin staff as there are no land use files scheduled), October 1st or October 15th. Estimated time would be two hours. Meeting time can be 5-7 or 6-8.

ATTACHMENTS: None

2019 Eagle County 4-H Junior Livestock Auction



Kirchner Slaugh

Hello, my name is Kirchner Slaugh, I live in Eagle, Colorado, and will be entering 8th grade this fall. When I'm not in school I enjoy playing ice hockey and lacrosse. Although this is my first year doing a 4-H related livestock project, I have raised turkeys and sold them for Thanksgiving since I was eight years old.

Being a part of the 4-H program, I have learned much more about the science and business of raising livestock, as well as the husbandry involved in caring for and training larger animals. I will be entering my sheep, *Ricky* in the Junior Livestock Auction this year. It would be much appreciated if you would come down to the auction and support my fellow 4-H'ers and me.



Please Join Us at...
Eagle County 4-H
Junior Livestock Auction
Saturday, July 27, 2019
BBQ @ 12:00pm
Sale @ 1:00pm