Town Board of Trustees
Tuesday, August 13, 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.

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.

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.*

PRESENTATIONS - 6:10 p.m. *Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes.*

1. Walking Mountains Science Center - Climate Action Update, Kim Schlaepfer Climate Action Collaborative Project Manager
2. Mandy Ivanov, Eagle County Health Promotion Coordinator - Youth Tobacco Use

CONSENT AGENDA - 6:30 p.m. *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. (5 Minutes)*

1. Minutes - July 23, 2019
2. Bill Pay - July 2019
3. Resolution 37-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving The Final Plat for Eagle Landing at Brush Creek Townhomes Phase 2

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

1. Town Manager Update
2. Department Update
   a. Sales Tax Second Quarter
3. Lower Basin Water Treatment Plant Project Report

PUBLIC HEARINGS - LIQUOR LICENSE AUTHORITY - QUASI JUDICIAL HEARING - 6:55 p.m. *The Town Board will adjourn from the Regular Meeting and Convene as the Liquor License Authority*

1. Pickups Pizza LLC Request for Modification of Premises

OLD BUSINESS - 7:10 p.m. *Items listed under Old Business have been previously discussed and either required more information or the Board needed additional time to discuss the item.*

1. Tobacco Tax and Age Limit Proposal

NEW BUSINESS - 7:30 p.m. *Items listed under New Business have not been previously discussed or acted upon.*

1. Resolution 36-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving A Service Agreement For Electrical Inspections Between The Town Of Gypsum And The Town Of Eagle

BOARD DISCUSSION AND FUTURE AGENDA ITEMS - 7:40 p.m.

1. Joint Worksession Proposed Agenda for August 20, 2019
2. NWCCOG Update, Mayor McKibbin

8:10 PM - ADJOURN

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

_____
Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI - TOEG – townofeagle2019

Climate Action Collaborative

Annual Report & Inventory Update

Agenda

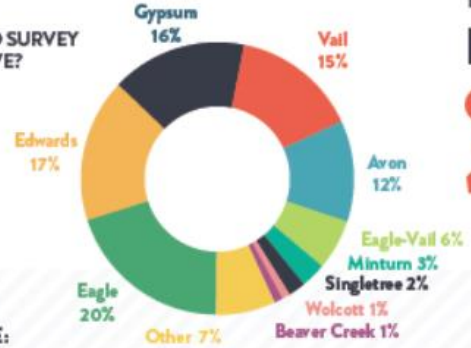
- Review of Annual Report
  - Survey Results
  - 2018 Impact
- 2017 Inventory Update
  - Key Takeaways
- 2019 Collaborative Work
  - Building Code Task Force
  - Energy Services Program
  - Behavior Change Campaign
  - REC Calculator
  - Waste Wizard

CLIMATE
ACTION
COLLABORATIVE
2018 ANNUAL REPORT

Climate Action Community Survey Results

In 2018 the Climate Action Collaborative asked the Eagle County community to participate in a Climate Action survey to understand the attitude on climate change locally. The survey asked community members to comment on the sustainability actions they already participate in and what future sustainability efforts they would be in support of. The results of this survey demonstrate that our community is to act on climate change and is supportive of local efforts to do so!

WHERE DO SURVEY TAKERS LIVE?



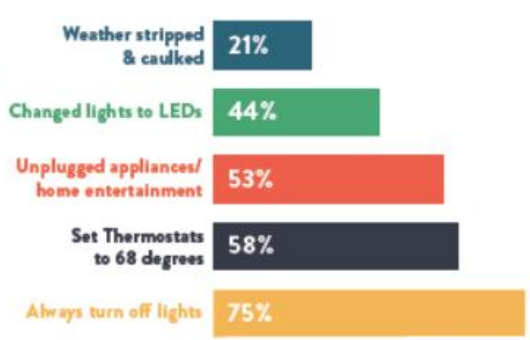
SURVEY TAKERS ALWAYS RECYCLE:

SURVEY RESPONDERS WERE SUPPORTIVE OF LOCAL EFFORTS TO:

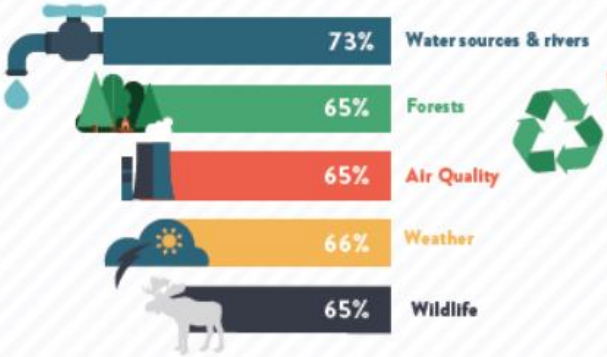
- promote climate change education and promote sustainable practices in local schools
- engage school children and their families to create future environmental stewards
- provide incentives to landlords to use more energy efficient appliance
- promote sustainable water use in hotels

86% THINK LOCAL GOVERNMENTS NEED TO ACT ON CLIMATE CHANGE

WHAT DID YOU DO AT YOUR HOME?



CONCERN FOR RESOURCES?



BIGGEST BARRIERS

RECYCLING
- don't know how
- a lot of effort
- no recycling at apartment
- no space

ENERGY EFFICIENCY
- someone else is in charge of maintaining the residence and they can't afford to fix it

2018 Impact Report

COMMUNITY IMPACT HIGHLIGHTS

HOLY CROSS ENERGY COMMITS TO ACHIEVING 70% RENEWABLE ENERGY SOURCES BY 2021

Rebates for rooftop solar through **Walking Mountains Energy Programs**

DOUBLED

ELECRIC **BIKE SHARE** SYSTEM

e-assist bike demo

Eagle County hosted a 3-month **Electric Vehicle Sales Event** with regional partners

Holy Cross provided **FREE EV chargers** *for homes and businesses*

Town of Avon **BANS** plastic bags

US GREEN BUILDING COUNCIL

starts new chapter in Eagle Valley to engage local builders in green building best practices.

AVAILABLE TO ALL EAGLE COUNTY RESIDENTS

CONSTRUCTION + DEMOLITION | COMPOST | TEXTILE RECYCLING

LOCAL GOVERNMENT ENERGY ACADEMY FROM COLORADO STATE UNIVERSITY HOSTS 2-DAY WORKSHOP IN EAGLE COUNTY

WASTE WIZARD

EAGLE COUNTY RECYCLING APP LAUNCH

actively green

SUSTAINABLE BUSINESS CERTIFICATION PROGRAM

walking mountains sustainability

61 Certified Businesses

28 Pursuing Certification

46% of waste diverted from landfill

17% of total business energy use came from renewable energy

All actively green businesses report on energy use, water use, and vehicle mileage, and each has a goal to improve over time.

CARBON REDUCTION AWARD 2018

EAGLE RIVER FOOD BANK

Diverts food waste from our local grocery stores, which was headed to the landfill. They package the food and bring it to neighborhoods around the valley who are food insecure. They compost whatever they cannot pass out, and therefore save huge amounts of food from going to the landfill!

TOTAL CO2 EMISSIONS IMPACT:

2,108 tons of CO2e through Energy Smart

21.5 tons of CO2e through Sole Power

14.10 tons of CO2e through LED Swaps

2,143.6 TONS of CO2e ELIMINATED

= 455 cars taken off the road

= 257 homes annual energy use

Eagle County Energy Inventory

2017 data on energy use, costs and emissions

EAGLE COUNTY

KEY FINDINGS

Greenhouse gas emissions from energy use in Eagle County in 2017 totaled 1.28 million metric tons of carbon dioxide equivalent (CO2e). This is a reduction of 59,900 metric tons compared to 2014, a 4% reduction.

This reduction in emissions comes primarily in the electricity sector, which was reduced by 27%. Eagle County users consumed 2% less electricity, and Holy Cross Energy increased renewables on the grid from 20.3% in 2014 to 39% in 2017.

Natural gas usage in buildings remained about the same as 2014. (*See note page 4.*) As the electricity sector improves, efforts will need to focus on reducing natural gas usage in homes, businesses and governments.

Transportation emissions increased and the largest sector is still passenger vehicles, particularly SUVs and trucks. Reduction efforts need to focus on increased ridership on transit and increasing the adoption of electric vehicles.

Solid waste in Eagle County is currently diverted at a rate of 15%, leaving lots of opportunities for increased diversion efforts. In order to reduce emissions at the landfill, diversion efforts need to focus primarily on food waste.

Key Takeaways

21% reduction in carbon emissions required between now and **2025** to reach our goals

We have a long way to go!

2. Change in Emissions by Sector, 2014 - 2017

Metric tons of CO_2e

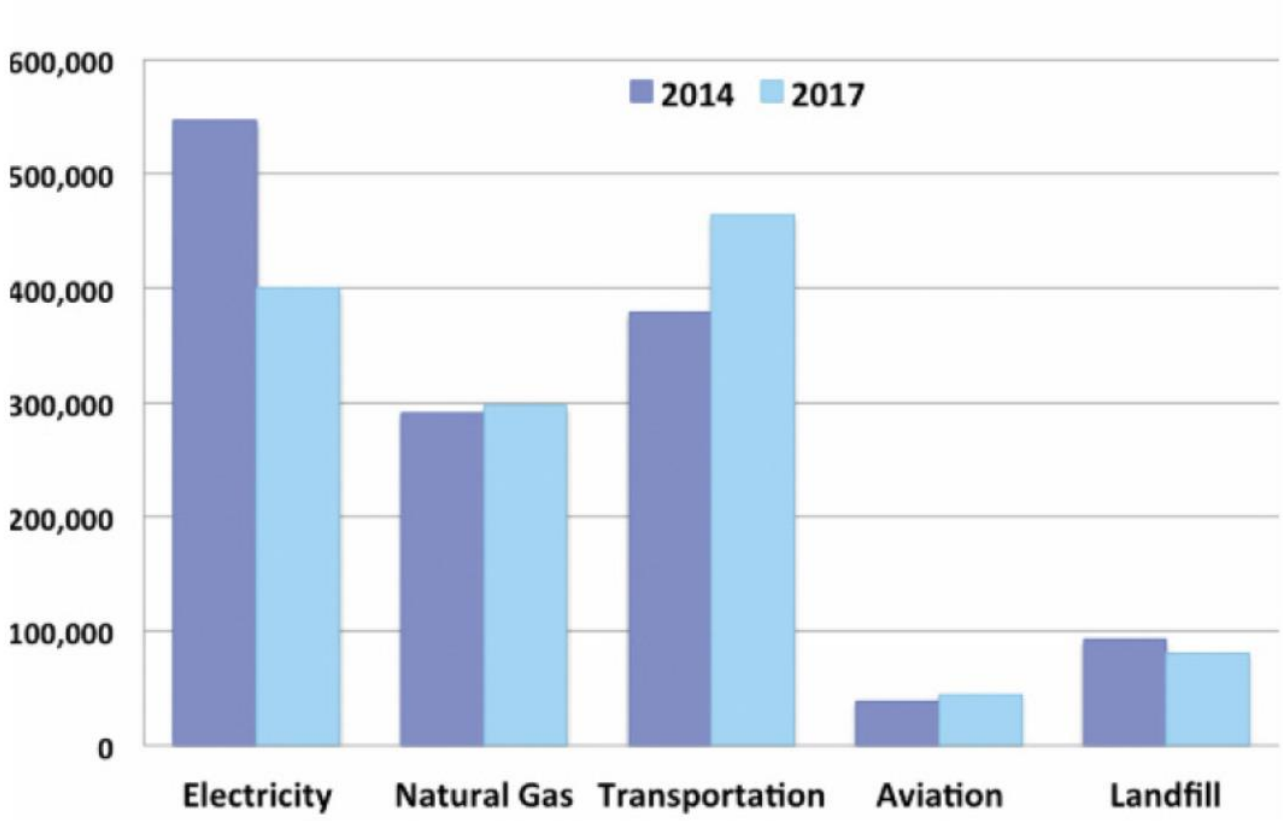
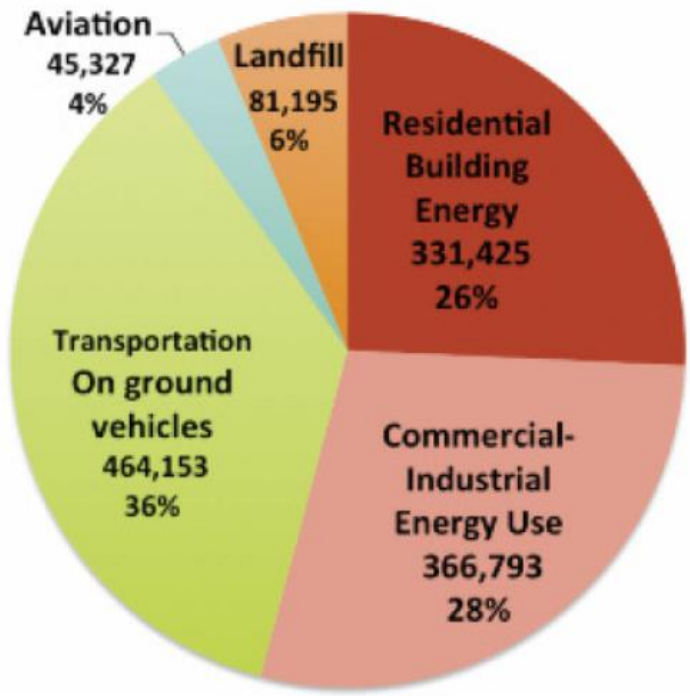


Chart 2 shows the change in emissions in each sector between 2014 and 2017. The largest change is in electricity usage.

The landfill implemented composting in this time period, reducing methane emissions from that source.

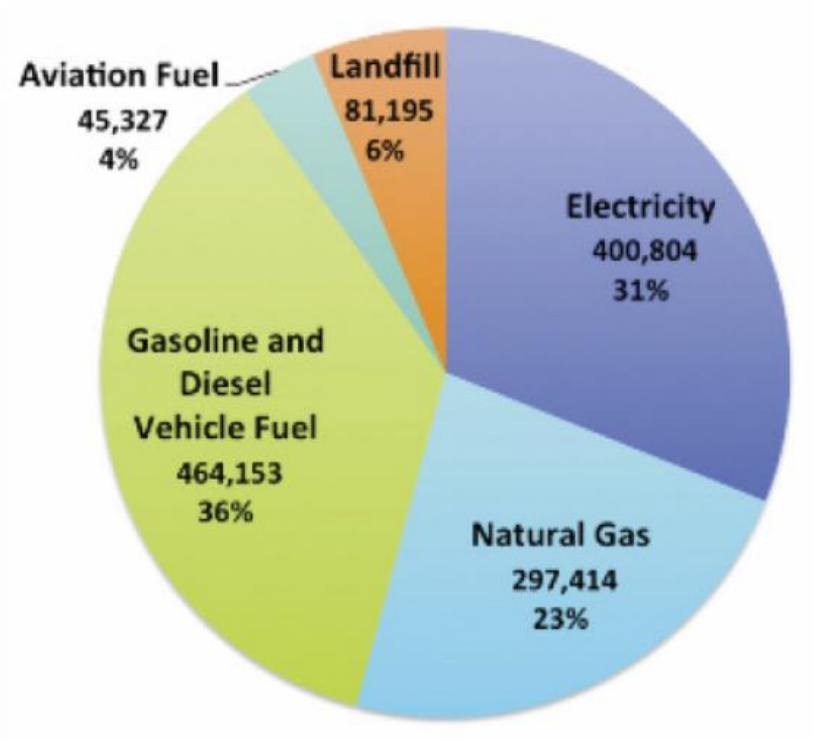
3. Emissions by Sector, 2017

Metric tons of CO_2e



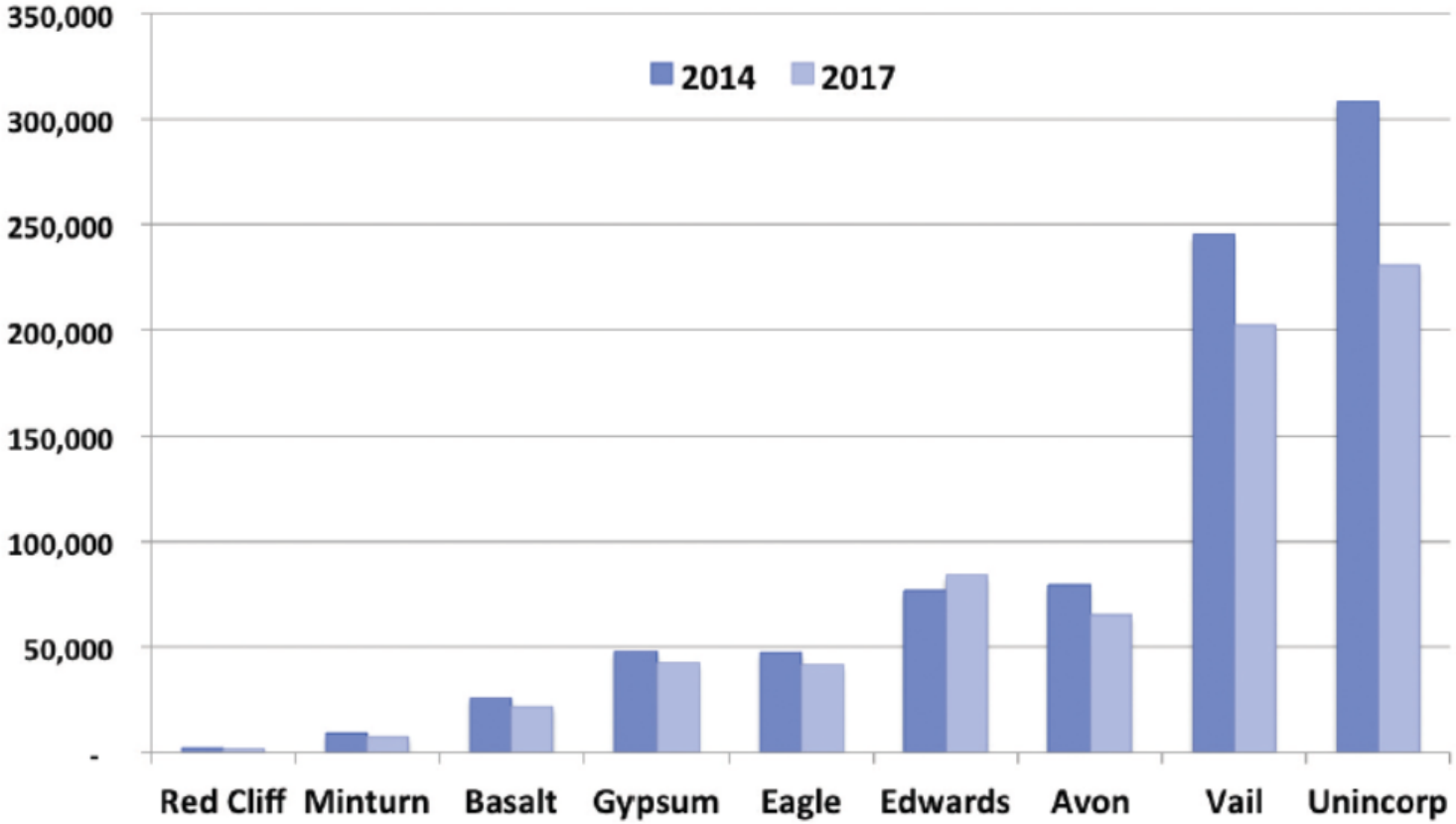
4. Emissions by Source, 2017

Metric tons of CO_2e



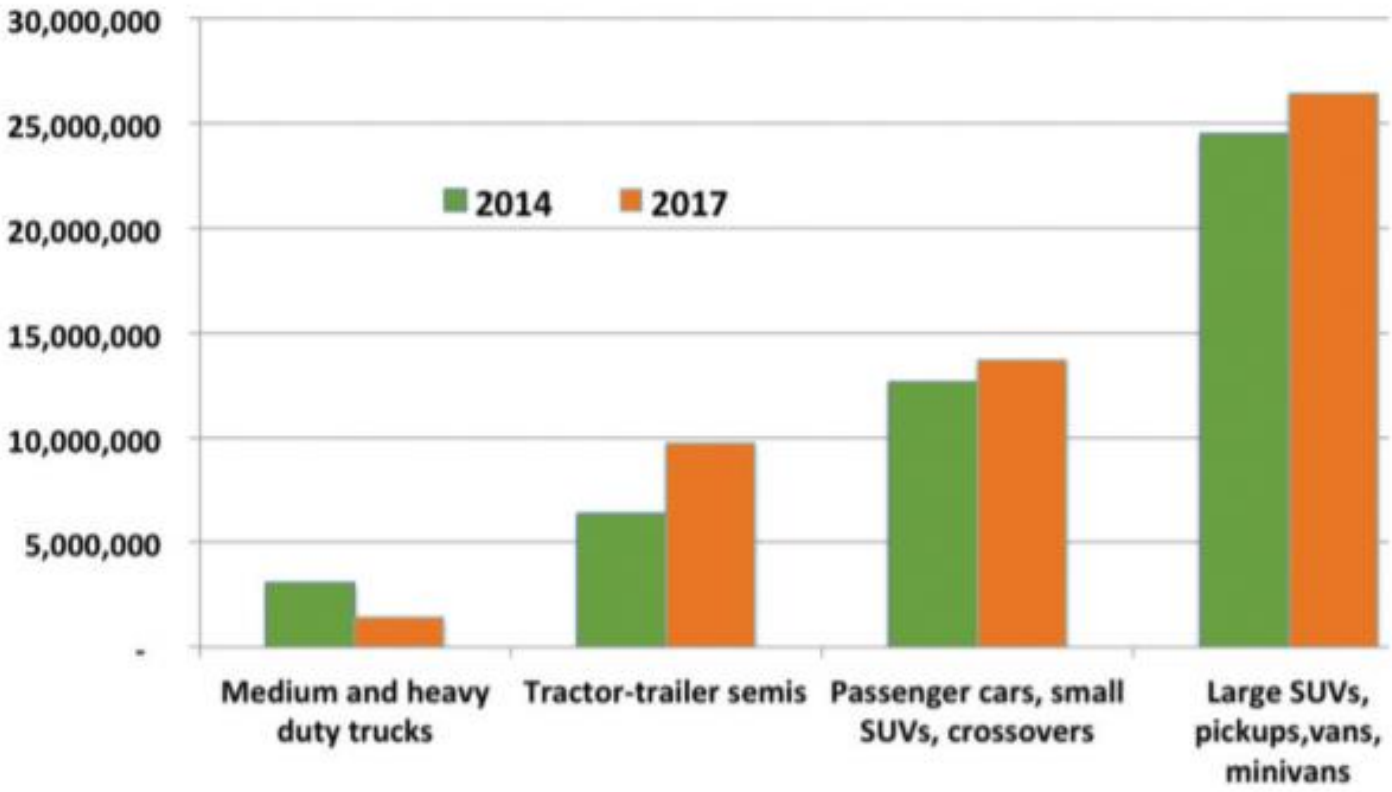
9. Change in Emissions by Community, by Residential and Commercial Sectors, 2014 & 2017

Metric tons of CO_2e

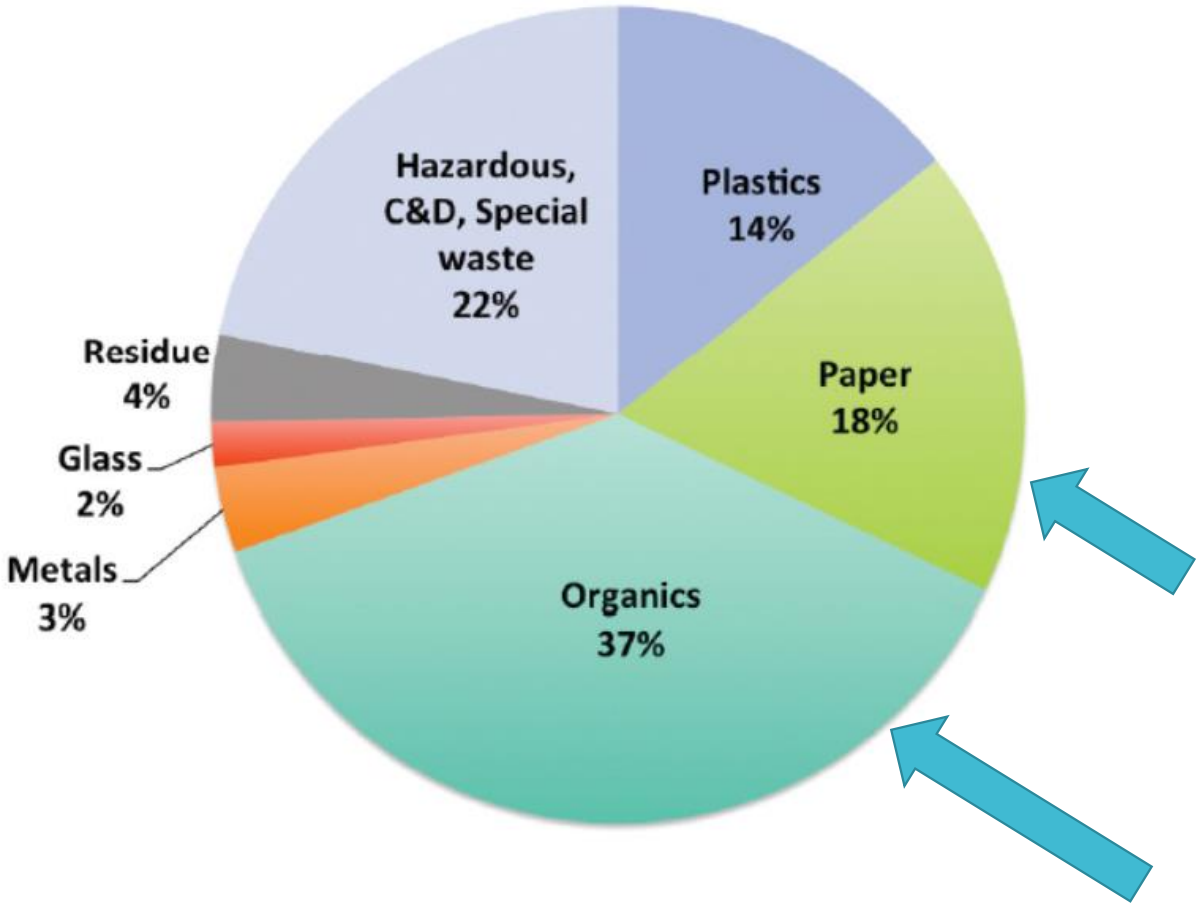


11. Eagle County Energy Use by Vehicle Class, 2014 & 2017

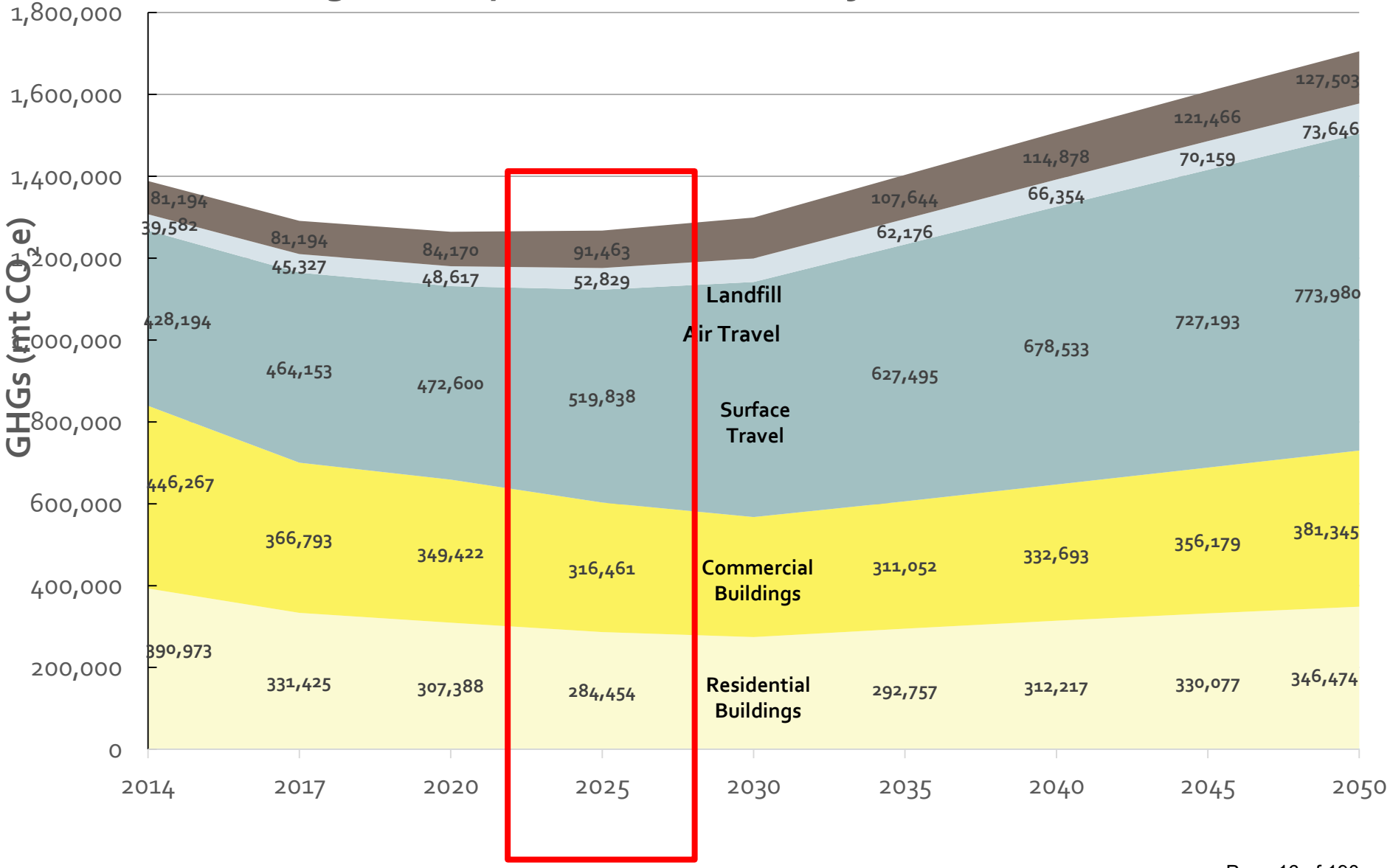
Thousands of Gallons



Landfill Composition 2017



Eagle County GHG Emissions: Projection to 2050



Takeaways

Total BAU + Clean Energy Commitments will be a 9% reduction in emissions by 2025 and a 6% reduction by 2030

- **Buildings** By 2025 with the Clean Energy Commitments by 2030, we will have achieved a **28% reduction** in Residential & Commercial Building Emissions
- **Transportation** By 2025 with BAU transportation emissions **will increase by 21%**
- **Air Travel** By 2025 with BAU air travel emissions **will increase by 33%**
- **Landfill** By 2025 with BAU landfill emissions **will increase by 13%**

Takeaways

Good news - we're moving in the right direction - GHG reduced slightly. Thanks to Western Colorado State University for providing the tools to track our results, and forecast the results of strategies moving forward.

- Reduction so far is mostly from power supply - HCE + Xcel emissions factor.
- We need to continue GHG reduction efforts in landfill and buildings
- **But.. Transportation is #1 target -** the biggest emissions source, and growing. Also the most difficult to change - all communities share this same problem

2019 Priorities

BUILDINGS

1. Sustainable Building Code Task Force created to provide recommendations on building code adoption, exterior offset programs, and Eco-Build updates.
2. Generate Case Studies from around the county on energy efficiency and renewable energy projects and their impact
3. Pilot a benchmarking program for Collaborative partners
4. Continue to expand Actively Green & EnergySmart out reach and partnerships
5. Continue LED Swap partnerships and USGBC group events for green building continuing education

TRANSPORTATION

1. Finish First/Last Mile Study to identify and address barriers to using the bus. Create capital plan to implement changes.
2. Pilot an electric-assist bike share program in spring of '19
3. Recommend regulations and ordinances for towns to adopt that regulate dockless bike shares and set rules for electric-assist bikes
4. Set a goal for bus ridership and utilize ECO Transit upgrades to promote the bus.

MATERIALS MANAGEMENT

1. Promote Construction & Demolition pilot program
2. Increase public area recycling access
3. Develop textiles recycling program
4. Continue education and outreach on recycling and composting
5. Consider materials bans at the landfill (ex, cardboard)
6. Provide yard waste/compost drop sites in each municipality

ENERGY SUPPLY

1. Continue to promote rooftop solar adoption with the help of Holy Cross
2. Work with Holy Cross to make the Renewable Purchasing Program easier to understand to encourage more local participation in the program
3. Support and provide assistance to Collaborative stakeholders pursuing 100% renewable energy goals
4. Support and expand efforts for decarbonization through electrification of building stock

EDUCATION + OUTREACH

1. Maintain constant presence in local publications, the Vail Daily, and Vail Valley HOME Magazine
2. Provide stakeholders quarterly updates on Collaborative work through e-newsletters
3. Implement a behavior change campaign on the behavior identified to have the biggest impact on emissions
4. Continue education and outreach in schools and look for meaningful ways to engage the youth in sustainability
5. Continue to engage with the Spanish-speaking population of Eagle County to ensure equity in sustainability opportunities promoted by the Collaborative

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Sustainable Building Code Task Force

- Architects, Engineers, Building Officials, Energy Service Providers, Solar Installers, Contractors
- Create a set of recommendations to be adopted with IECC 2018
  - Energy Specific recommendations
  - Non-Energy recommendations
  - Exterior Offset Program recommendations
- **Recommendations coming fall 2019**

Vision & Mission

Mission

Decarbonize the built environment in Eagle County through the use of mandatory and voluntary sustainability criteria and energy efficiency requirements for new construction and existing buildings in order to **achieve a 30% reduction in energy use in buildings by 2030 and an overall 80% reduction in carbon emissions in the community by 2050.**

Vision

Create a system of mandatory and voluntary energy efficiency and non-energy sustainability criteria for new construction and existing buildings **that is consistent** throughout Eagle County.

Criteria for Recommendations

1. Advances EE/RE through the lens carbon reduction
2. Reflects a favorable cost effectiveness for both construction and operational costs
3. Includes non-energy-related items such as IAQ, water efficiency, materials and resources
4. Supports fuel switching from fossil fuels to electrification (or other?) for heating and transportation
5. Incentivize innovation / above and beyond, EV charging, all electric, data access / measurement, other educational / demonstration projects through code
6. Education, training, coaching should be included
7. Does not place significant additional burden on inspection staff, costs*
8. Is clear, simple to understand / administer

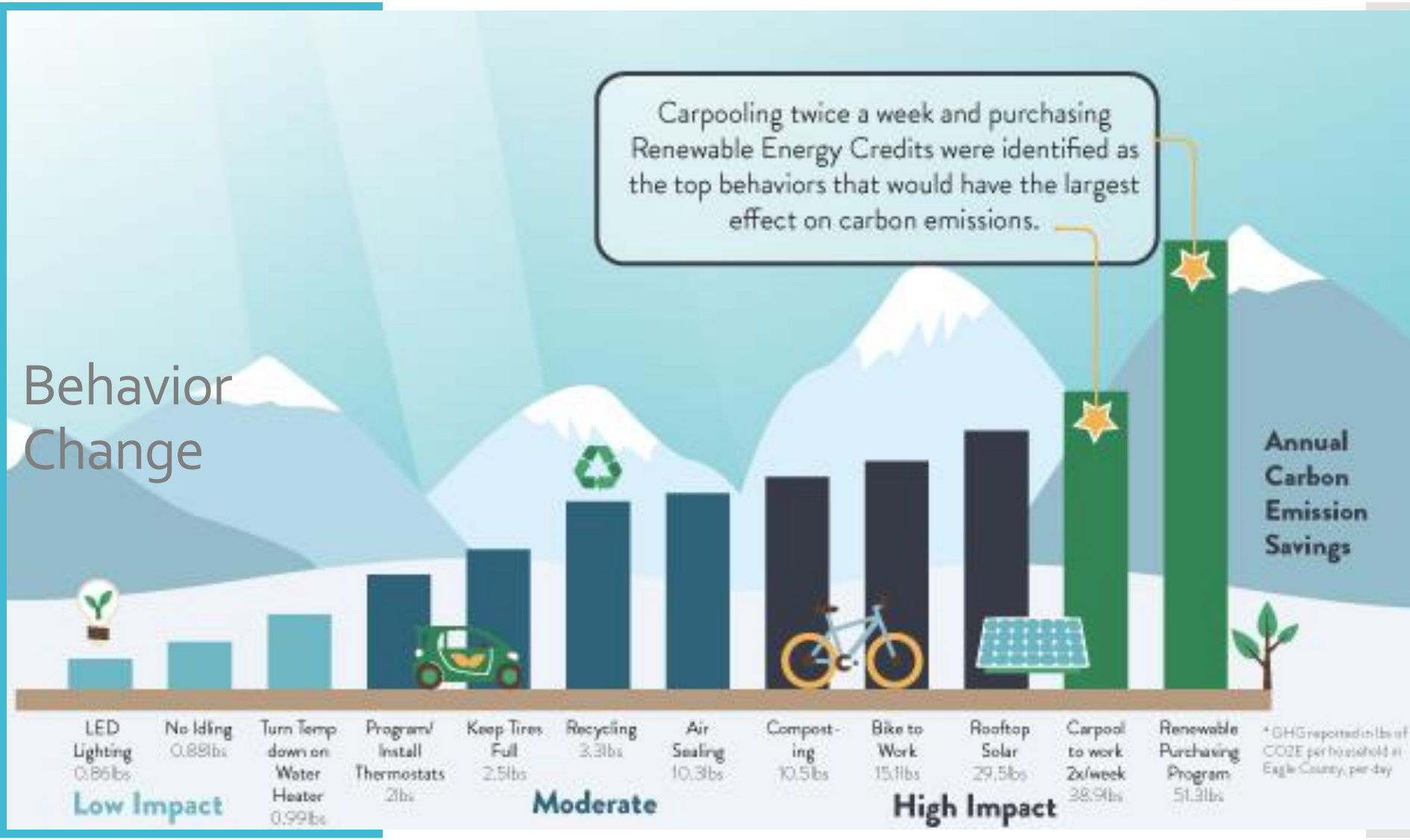
**some additional staff time dedicated to education, code updates, training etc. may be required*

CAC Partner Energy Services Program

- Eagle County + Walking Mountains
- FREE energy walkthrough of CAC partner buildings
- Receive a high-level report and additional "coaching" time from Eric to help dial in controls issues
- Encourage benchmarking
- Address large existing, publicly-funded buildings

Email me
kims@walkingmountains.org
to get started

Behavior Change



Renewable Energy Credit Calculator

Eagle County Waste Wizard

LEED GREEN ASSOCIATE TRAINING

Monday, August 19th 9:00am-5:00pm

Eagle County Building, 500 Broadway, Eagle CO

U.S. GREEN BUILDING COUNCIL USGBC

wsp

LEED GREEN ASSOCIATE

CLIMATE ACTION COLLABORATIVE

Thank you!

Questions?

With the passage of HB19-1033, Colorado counties are now able to enact tobacco policies to a similar degree granted to towns and cities. Given the recent comprehensive tobacco policy work in our region, beginning with Aspen in June 2017 and including Basalt and Avon, Eagle County is considering county-wide tobacco policy. The catalyst for this sudden interest in stronger tobacco control stems in large part from the sharp increase in youth initiation and ongoing use of vaping products – a relatively new nicotine delivery product on the market. Many young people in our community, from fourth grade through the age of 17, have been caught using these devices. Eagle County Public Health and Environment works with local youth to educate council members and trustees on what vaping is, why it is an issue for youth, and what can be done at the community level to help reduce youth use and initiation.

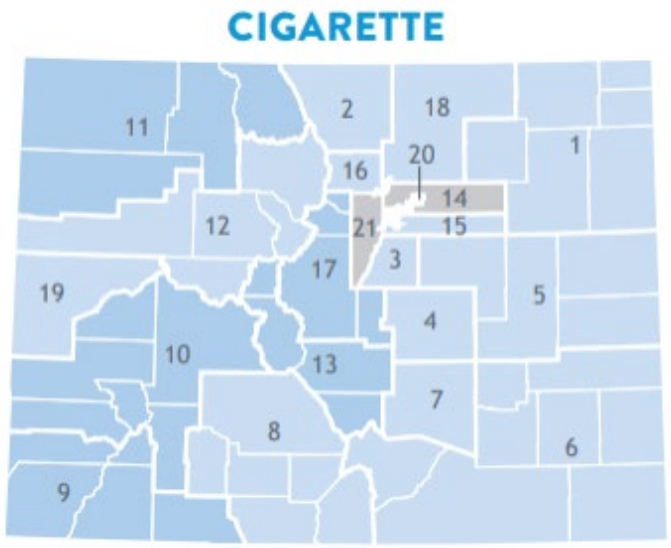
In the Cloud: Youth Vaping Epidemic

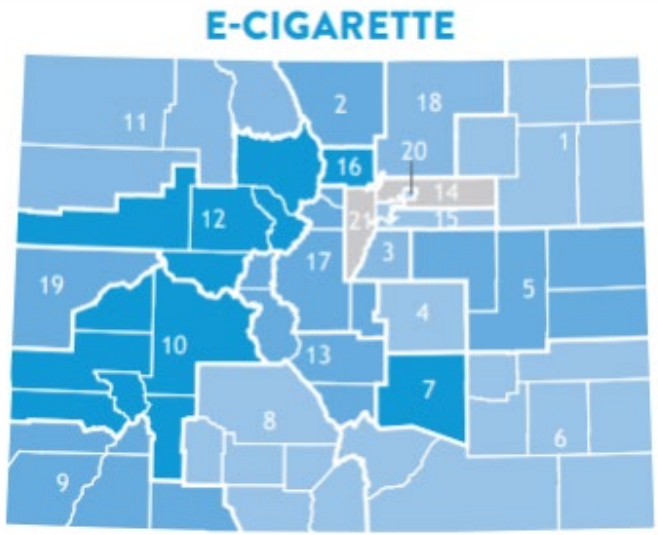
Eagle Town Board
August 13, 2019

EAGLE COUNTY

THE PROBLEM

- **Youth trying vaping 2nd only to alcohol***
- **Youth who vape are 4-7x more likely than their peers to smoke cigarettes**
- Colorado youth vaping rates highest in nation; ***Eagle River valley youth rates are even higher***
- FDA / Surgeon General announced an “epidemic” in 2018
- Governor Hickenlooper declared “No Vape November” + Health Advisory





EAGLE COUNTY

NICOTINE ADDICTION AND YOUTH

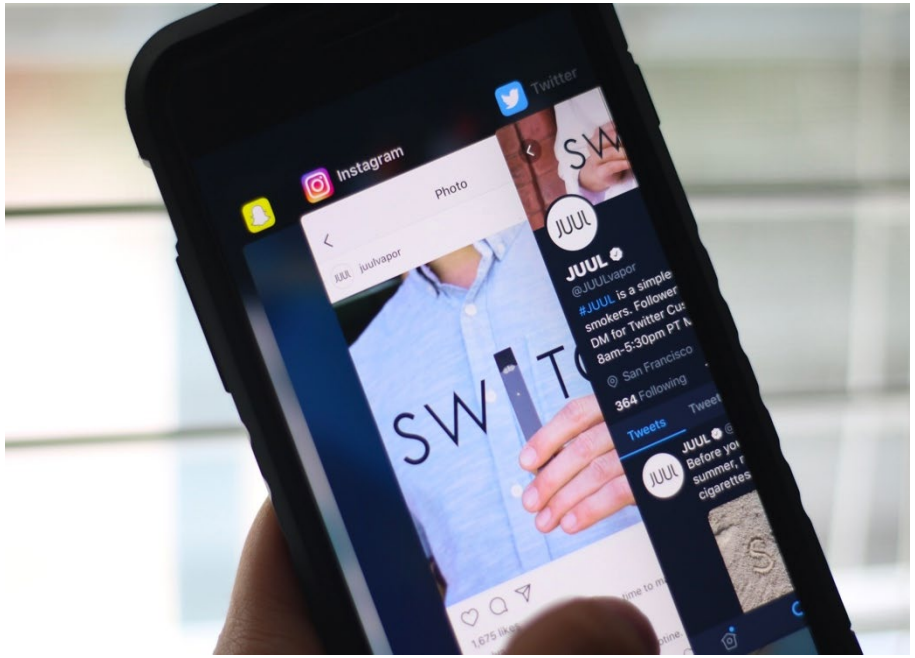
- Brain development continues until mid-20s
  - Decision making
  - Impulse control
  - Sensation seeking
  - Peer Pressure
- Adolescent brains are uniquely vulnerable to addiction

EAGLE COUNTY

JUULs

“The Smoking Alternative, unlike any E-cigarette or Vape”

1 pod = 1 pack of cigarettes = 200 puffs



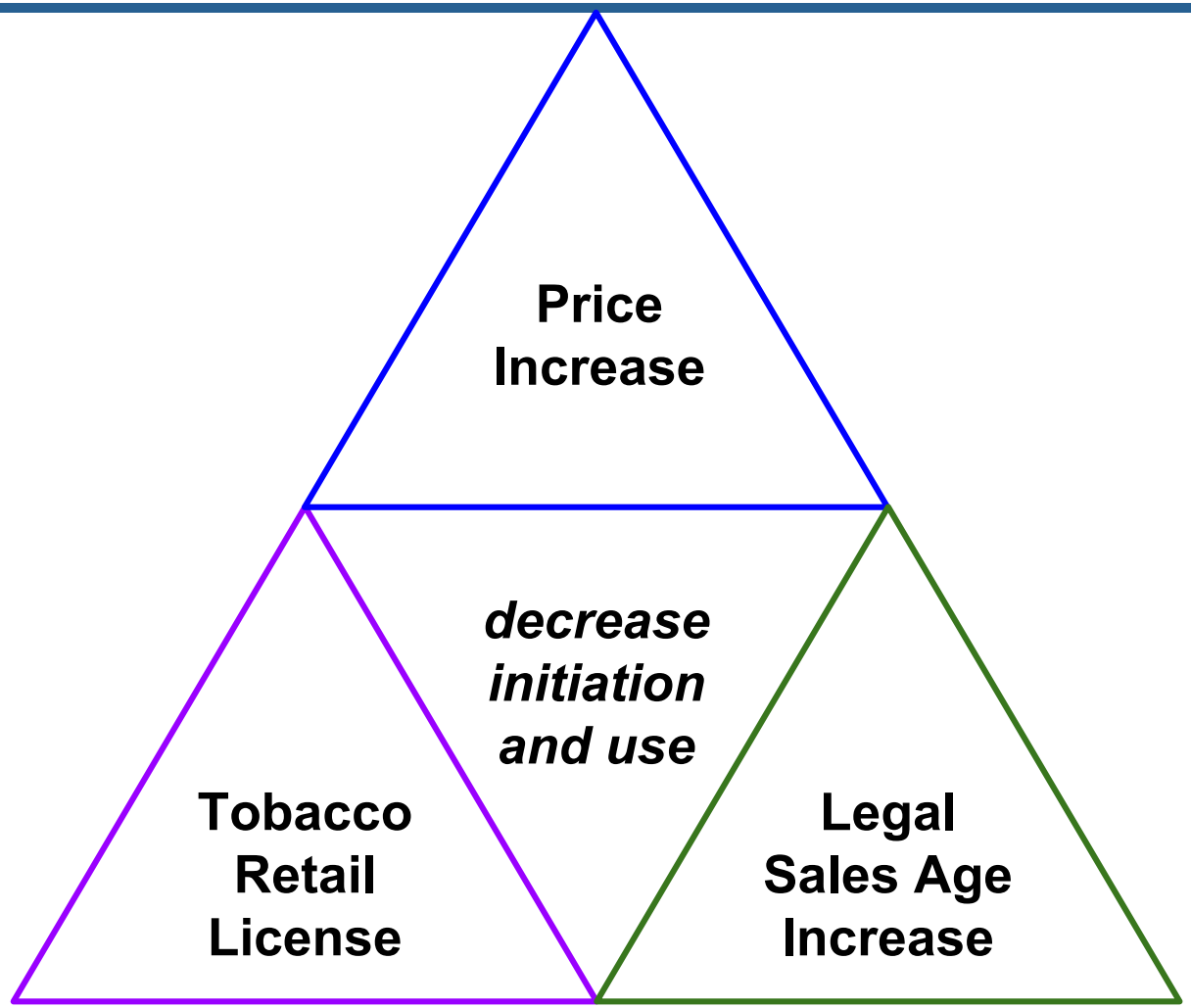
Social Media Ads: Instagram, Facebook, Twitter, Snapchat, YouTube

EAGLE COUNTY

YOUTH PERSONAL STORIES

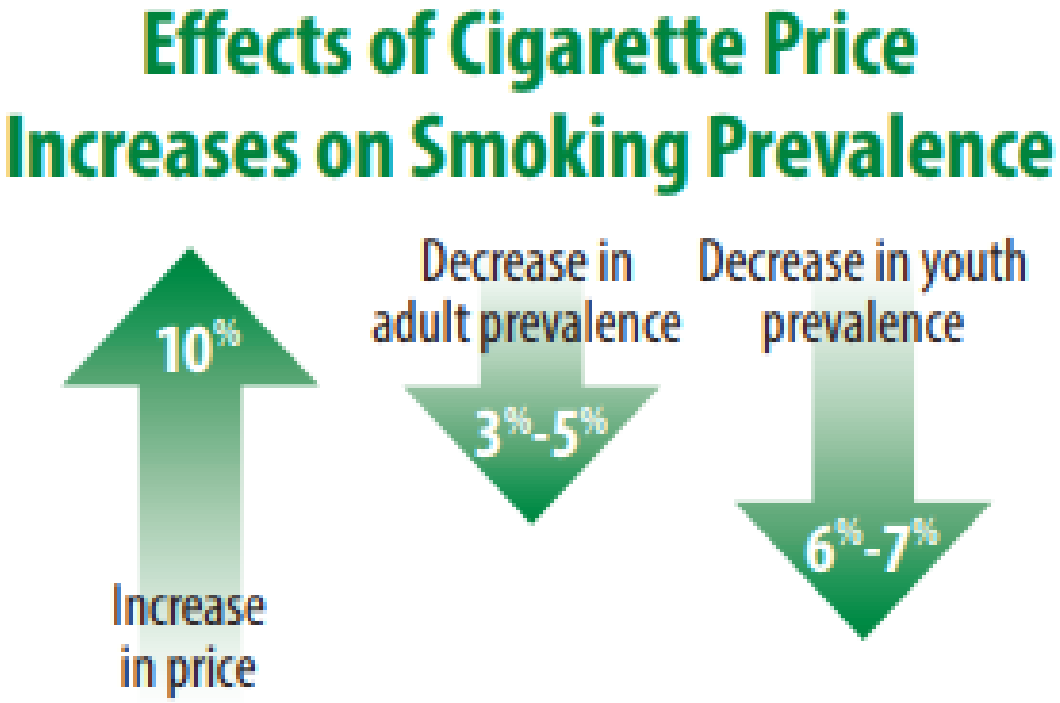
EAGLE COUNTY

THE COMMUNITY-LEVEL SOLUTIONS



EAGLE COUNTY

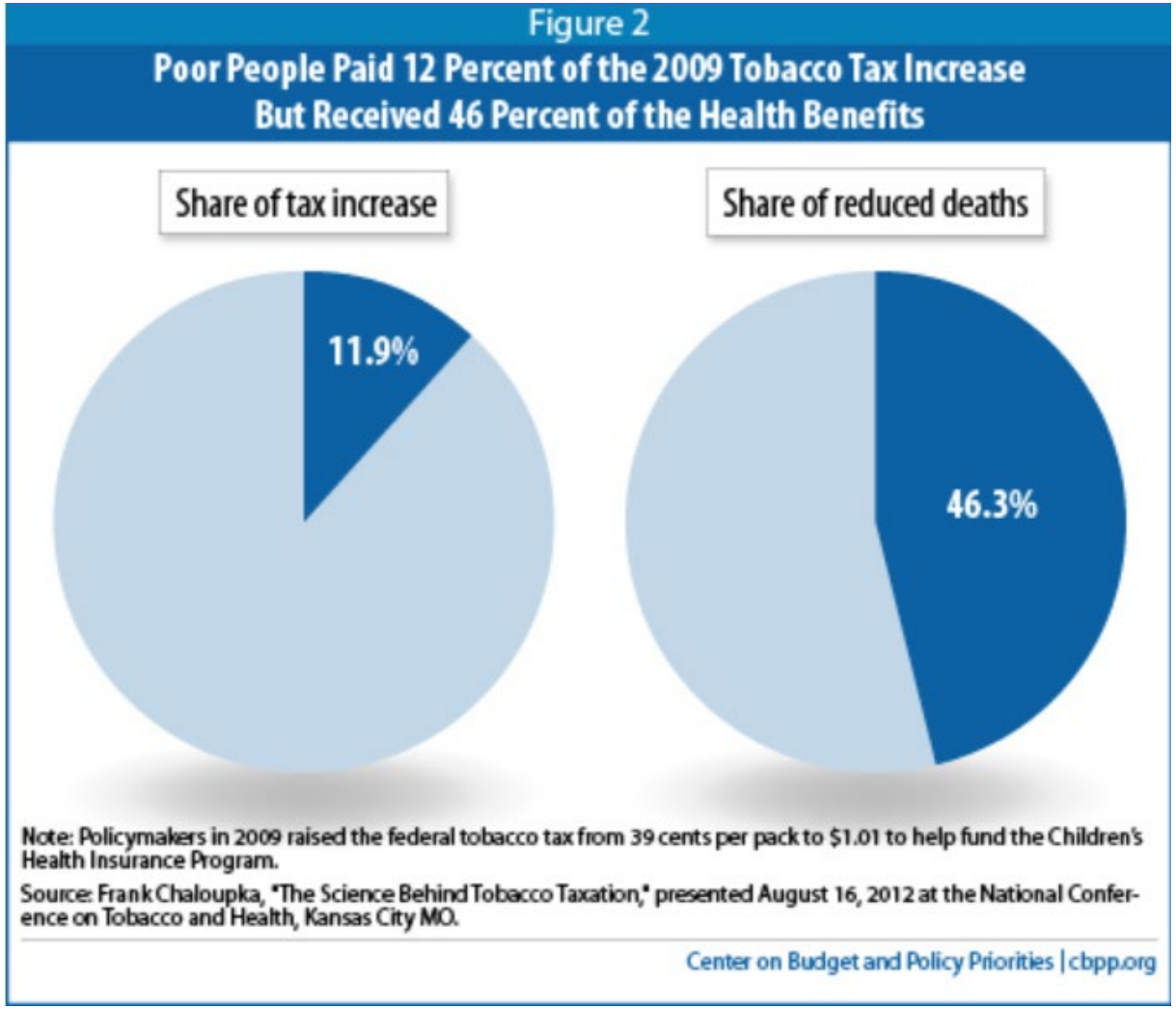
INCREASE PRICE



EAGLE COUNTY

INCREASE PRICE

The benefits of higher tobacco prices are *progressive.*

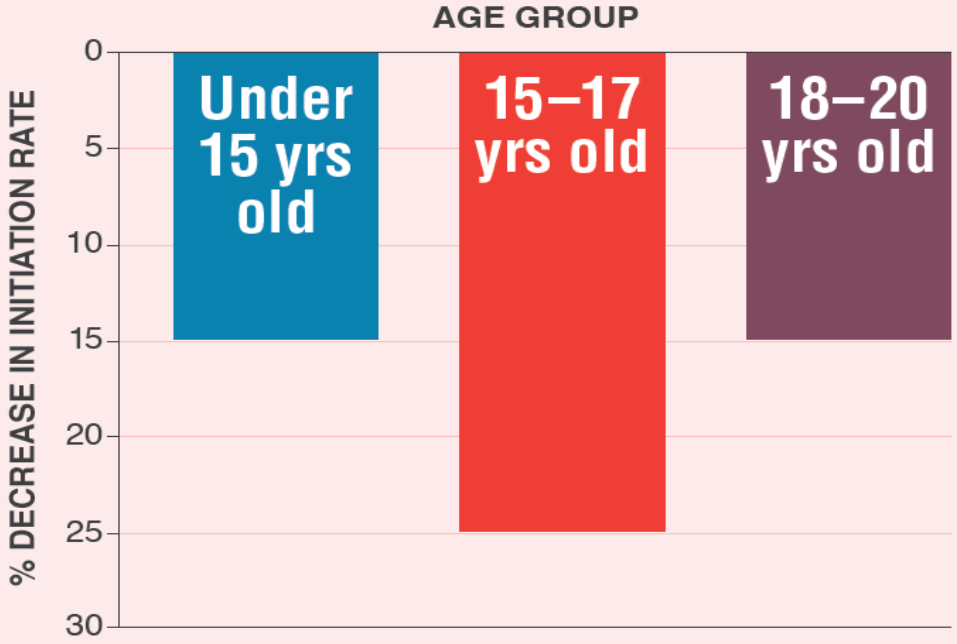


EAGLE COUNTY

RAISE MINIMUM SALES AGE TO 21

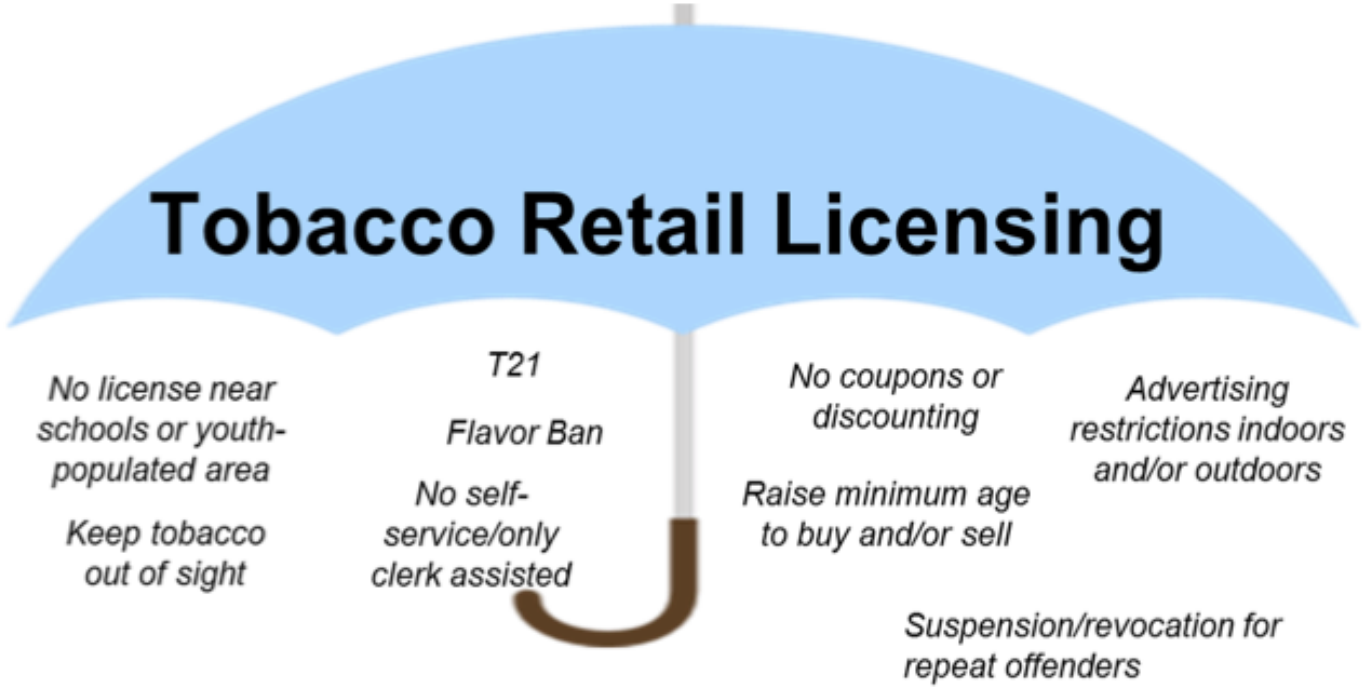
Dramatic Impact on Initiation

A 360 page report by the National Academy of Sciences projected that if the entire country enacted Tobacco 21 legislation there would be a 25% drop in smoking initiation among high school students.



EAGLE COUNTY

TOBACCO RETAIL LICENSE



A tobacco retail licensing ordinance functions as an umbrella, under which violations of various tobacco control laws may be enforced. In a community with a licensing ordinance, if a retailer violates a state or local tobacco control law, the retailer also has violated the tobacco license.

EAGLE COUNTY

A NOTE ON ENFORCEMENT

- Current Eagle retailer compliance status:
  - Last year, only 5 of 11 retailers in Eagle were checked by the FDA, no checks in 2017, no DOR checks in 2018;
  - multiple sales to minors in 2017 (DOR) and 2016;
  - In 2016, one retailer sold twice within 4 months.

- **Over half** of high school students in our valley **under the age of 18** have purchased their own cigarettes or vape products at a store in the past 30 days.

- Metro Denver area study revealed *actual* violation rates may be as high as 54%

EAGLE COUNTY

EAGLE COUNTY'S PLAN

With the passage of HB1033:

- County is considering license, raise sale age, and increase price;
- County is encouraging local municipalities adopt comprehensive tobacco retail license and minimum sales age increase to 21;
- If County passes a ballot question for tobacco product tax, tax will be collected across all ~65 retailers in the county.

EAGLE COUNTY

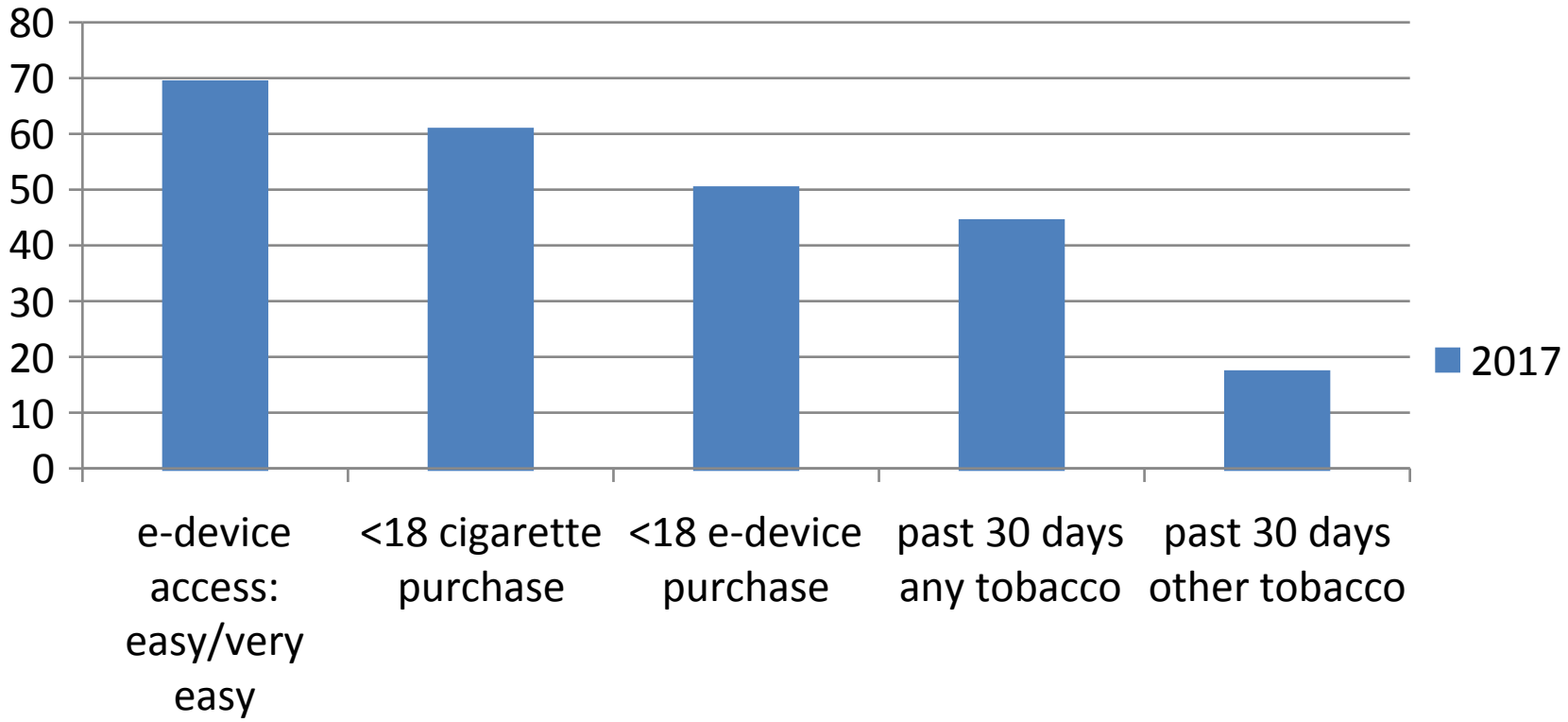
Mandy Ivanov, MPH
Policy and Partnerships Strategist for Youth & Families

Eagle County Public Health & Environment

970.328.8808
mandy.ivanov@eaglecounty.us

EAGLE COUNTY

Healthy Kids Colorado Survey, Eagle River Valley
All High Schools



New questions in 2017:

1. % of students feel it would be easy/very easy to get vaping products if they wanted
2. % of <18 year olds, currently using cigarettes, purchase own from a “brick & mortar” location
3. % of <18 year olds, currently using vaping products, purchase own from a “brick & mortar” location
4. % of students with past 30 day use of cigarettes, vape products, or other tobacco
5. % of students with past 30 day use of other tobacco (cigar, chew, snus, water pipe, bidis)

TOBACCO COMPANY MARKETING TO KIDS

"From the 1950s to the present, different defendants, at different times and using different methods, have intentionally marketed to young people under the age of twenty-one in order to recruit 'replacement smokers' to ensure the economic future of the tobacco industry."

—U.S. District Court Judge Gladys Kessler
Final Opinion, *United States v. Philip Morris*[1]

The major tobacco companies now spend $9.4 billion per year—over $25 million every day—to promote their products, and many of their marketing efforts directly reach kids. According to the most recent Federal Trade Commission (FTC) reports on cigarette and smokeless tobacco marketing, that $9.4 billion represents a slight decrease (by 1.2%) from the previous year, but a 36 percent increase since the 1998 Master Settlement Agreement. Cigarette marketing expenditures decreased slightly to $8.6 billion in 2017 from $8.7 in 2016. Smokeless tobacco marketing expenditures also decreased from $759 million in 2016 to $718 million in 2017. This is still nearly five times the amount spent on smokeless tobacco marketing in 1998 and nearly three times the amount spent in 2005 ($250.8 million), the year before cigarette companies entered the smokeless tobacco market.[2]

These tobacco marketing expenditures don't even include spending to market and promote products like e-cigarette and cigars[*] because unlike cigarette and smokeless tobacco companies, other tobacco product companies are not currently required to report their marketing and promotional expenditures to the FTC. However, according to the Surgeon General's Report, *E-Cigarette Use Among Youth and Young Adults*, that e-cigarette advertising expenditures have increased dramatically, from $12 million in 2011 to $125 million in 2014.[3] Other studies have also documented this significant increase in spending.[4] These figures underestimate total industry spending since they don't capture expenditures like retail marketing, social media, and sponsored events. Survey research demonstrates that these advertising efforts have effectively reached youth and young adults. The 2016 Youth Tobacco Survey (YTS) found that 78.2 percent of middle and high school students—20.5 million youth—had been exposed to e-cigarette advertisements from at least one source.[5]

Tobacco industry documents, research on the effect of the cigarette companies' marketing efforts on kids, and the opinions of advertising experts combine to reveal the intent and the success of the industry's efforts to attract new smokers from the ranks of children.

Tobacco Industry Statements & Actions

Numerous internal tobacco industry documents, revealed in various tobacco lawsuits, show that the tobacco companies have perceived kids as young as 13 years of age as a key market, studied the smoking habits of kids, and developed products and marketing campaigns aimed directly at them.[6] As an RJR Tobacco document put it, "Many manufacturers have 'studied' the 14-20 market in hopes of uncovering the 'secret' of the instant popularity some brands enjoy to the almost exclusion of others. . . . Creating a 'fad' in this market can be a great bonanza."[7] The following are just a few of the many more internal company quotes about marketing to kids:

Philip Morris: *"Today's teenager is tomorrow's potential regular customer, and the overwhelming majority of smokers first begin to smoke while still in their teens…The smoking patterns of teenagers are particularly important to Philip Morris."* [8]

[*] In 1999, the FTC released a report, "Cigar Sales and Advertising and Promotional Expenditures for Calendar Years 1996 and 1997," but FTC has not released subsequent reports on cigars.

RJ Reynolds: *"Evidence is now available to indicate that the 14-18 year old group is an increasing segment of the smoking population. RJR-T must soon establish a successful new brand in this market if our position in the industry is to be maintained in the long term."* [9]

Brown & Williamson: *"Kool's stake in the 16- to 25-year-old population segment is such that the value of this audience should be accurately weighted and reflected in current media programs . . . all magazines will be reviewed to see how efficiently they reach this group."* [10]

Lorillard Tobacco: *"[T]he base of our business is the high school student."* [11]

U.S. Tobacco: *"Cherry Skoal is for somebody who likes the taste of candy, if you know what I'm saying."* [12]

In August 2006, U.S. District Court Judge Gladys Kessler released her final opinion in the U.S. Government's landmark case against tobacco companies, meticulously describing how the tobacco companies target youth with sophisticated marketing campaigns. According to Judge Kessler, tobacco companies intimately study youth behavior and use their findings to create images and themes attractive to youth. Judge Kessler found that:

> *"Defendants spent enormous resources tracking the behaviors and preferences of youth under twenty-one…to start young people smoking and to keep them smoking."*[13]

Tobacco companies knowingly placed advertisements in magazines popular with youth, in violation of the terms of the 1998 Master Settlement Agreement, and often sent direct mail pieces to youth without verifying their age. Judge Kessler's conclusion is very straightforward:

> *"The evidence is clear and convincing—and beyond any reasonable doubt—that Defendants have marketed to young people twenty-one and under while consistently, publicly, and falsely denying they do so."*[14]

The 2014 Surgeon General Report further emphasized the tobacco industry's marketing to youth and the way in which it perpetuates the tobacco problem:

> *"…the root cause of the smoking epidemic is also evident: the tobacco industry aggressively markets and promotes lethal and addictive products, and continues to recruit youth and young adults as new consumers of these products."*[15]

Tobacco Companies Still Market Their Products to Kids

The tobacco companies claim that they have stopped <u>intentionally</u> marketing to kids and targeting youth in their research or promotional efforts, but they continue to advertise tobacco in ways that reach vulnerable underage populations. For example, tobacco companies continue to advertise heavily at retail outlets near schools and playgrounds, with large ads and signs clearly visible from outside the stores. In fact, in 2017 tobacco companies spent 96 percent ($9 billion) of their total advertising and promotion expenditures on strategies that facilitated retail sales, such as price discounts, point-of-sale advertising, coupons, and payments to ensure prime retail space.[16]

The 2014 Surgeon General Reports states that "the tobacco industry continues to position itself to sustain its sales by recruiting youth and young adults…as consumers of all their nicotine-containing products including cigarettes."[17] This report adds to the findings of a comprehensive report on the media and tobacco use, released by the National Cancer Institute (NCI) in June 2008, that describes how tobacco company advertising targets specific populations, such as youth and young adults, by employing themes and messages that resonate with them. For example, tobacco advertisements suggest that smoking can satisfy adolescents' need to be popular, feel attractive, take risks and avoid or manage stress.[18]

The extent of the tobacco industry's marketing to kids is well documented:

- A study based on data from the National Youth Tobacco Survey found that 90.7 percent of middle school and 92.9 percent of high school students were exposed to pro-tobacco ads in stores, in magazines or on the internet in 2011. Though exposure to tobacco ads in newspapers or magazines declined from 2000 to 2009, exposure increased from 2009 to 2011. In 2011, 48.2 percent of middle school and 54 percent of high school students reported seeing tobacco ads in magazines. Exposure to pro-tobacco ads through the internet also increased over time; in 2011, 43 percent of adolescents were exposed to pro-tobacco images on the internet. Among middle school students, exposure to tobacco advertising was associated with increased likelihood of being susceptible to smoking.[19]

- In April to June 2013, ads for R.J. Reynolds' Camel Crush cigarettes appeared in at least 24 magazines, including several with large teen readerships. This marked the first time RJR advertised a cigarette brand in magazines since 2008, when the company suspended its magazine advertising while facing public and Congressional scrutiny and lawsuits by nine states for engaging in marketing that targeted kids. Publicly available data from GfK MRI, a consumer research firm, shows a total teen readership (12-17 years old) of 12.9 million for just nine of the magazines involved—*Entertainment Weekly, ESPN the Magazine, Sports Illustrated, Rolling Stone, People, Glamour, InStyle, US Weekly* and *Vogue*. The total teen readership for all 24 magazines would be millions more. Reynolds' marketing to kids through magazines is not new. In June 2002, a California judge fined RJR for advertising in magazines with high youth readerships in ways that violated the state tobacco settlement agreement's prohibition that forbids the cigarette companies from taking any action directly or indirectly to target youth in the advertising, promotion, or marketing of tobacco products.[20]

- A 2013 assessment of retail advertising for tobacco products in Philadelphia found that 29 percent of retailers with indoor tobacco ads placed one or more of them in close proximity to products targeted toward children.[21]

- A 2011 study of retail outlets in California found that stores contained an average of nearly 20 tobacco marketing materials. The proportion of stores with any tobacco advertising at or below three feet increased significantly from 14 percent in 2008 to 34 percent in 2011. The proportion of stores with tobacco advertising near candy also increased significantly from less than 1 percent to 9 percent. When looking only at convenience stores, researchers found that nearly half (47%) had at least one tobacco advertisement at or below three feet, and 10 percent had tobacco advertisements near candy. Across all stores, there were more marketing materials for Marlboro than for Camel and Newport, which is consistent with the market share of these brands and youth's preference for them.[22]

- Research shows that there is more store advertising for menthol cigarettes and a greater availability of price promotions for menthol brands near California high schools with more black students, meaning tobacco products, like Newport, are both more visible and more affordable to kids.[23] Newport is the leading brand of cigarettes among African American youth ages 12-17.[24]

- A 2006 survey of 184 retail stores in Hawaii found 3,151 tobacco advertisements and promotions, most of which were for RJ Reynolds' Kool, the cigarette brand most heavily smoked by teenagers in Hawaii.[25]

- A 2002 survey in a Californian community found that stores where adolescents shop most often have more than three times more cigarette advertisements and promotional materials outside of the stores and almost three times more materials inside compared to other stores in the community.[26]

- A 2001 study in the *New England Journal of Medicine* found that the 1998 MSA had little effect on cigarette advertising in magazines. In 2000, the tobacco companies spent $59.6 million in advertising expenditures for the most popular youth brands in youth oriented magazines. The settlement has not reduced youth exposure to advertisements for these brands. Magazine ads for each of the three most popular youth brands (Marlboro, Newport, and Camel) reached more than 80 percent of young people in the United States an average of 17 times in 2000.[27]

- A Massachusetts Department of Health study found that cigarette advertising in magazines with high youth readership actually increased by 33 percent after the November 1998 Master Settlement Agreement, in which the tobacco companies agreed not to market to kids.[28] An American Legacy Foundation study found that magazine ads for eight of the top ten cigarette brands reached 70 percent or more of kids five or more times in 1999.[29]

- In July 2000, a study revealed that after tobacco billboards were banned by the Master Settlement Agreement the cigarette companies increased their advertising and promotions in and around retail outlets, such as convenience stores.[30]

- According to a study conducted by the Massachusetts Department of Health, the United States Smokeless Tobacco Company (UST), the country's largest smokeless tobacco manufacturer, spent $9.4 million advertising in magazines with high youth readership in 2001, compared to the average $5.4 million spent in 1997 and 1998, the two years before the settlement. Nearly half of the company's advertising (45%) continued to be in youth-oriented magazines after the settlement.[31]

At the same time as they deny marketing to kids, major tobacco companies vigorously oppose reasonable efforts to make it more difficult for kids to obtain cigarettes, such as raising tobacco excise taxes, requiring that all tobacco products be sold from behind the counter, forbidding sales of single tobacco products or "kiddie packs" (e.g. single sticks of little cigars) or prohibiting sales of tobacco products via the Internet or through the mail. In her final opinion, Judge Kessler also noted, "Defendants continue price promotions for premium brands which are most popular with teens."[32]

The cigarette companies are addicted to underage smoking. About ninety percent of all regular smokers begin smoking at or before age 18, and hardly anybody tries their first cigarette outside of childhood.[33] In other words, if kids stopped smoking, the cigarette companies market of smokers would significantly shrink. But each day, about 2,000 kids try smoking for the first time and more than 300 additional kids become regular daily smokers, largely due to tobacco company marketing efforts.[34]

Empirical Evidence of the Impact of Tobacco Marketing to Kids

Beyond the tobacco industry's own statements, there is strong empirical evidence that tobacco advertising has a direct impact on the industry's recruitment of new, youth tobacco users. A key finding of the 2012 Surgeon General Report was the conclusion that there is a causal relationship between the advertising and promotional efforts of the tobacco companies and the initiation and progression of tobacco use among young people.[35] In 2014, the U.S. Surgeon General reiterated this finding, stating that, "…advertising and promotional activities by the tobacco companies cause the onset and continuation of smoking among adolescents and young adults."[36]

The 2008 NCI Monograph, noted previously, also found that "the evidence base indicates a causal relationship between tobacco advertising and increased levels of tobacco initiation and continued consumption" and that even brief exposure to tobacco advertising influences adolescents' attitudes and perceptions about smoking as well as their intentions to smoke. The NCI report also found that exposure to depictions of smoking in the movies is causally related to youth smoking initiation.[37] The 2008 monograph adds to the findings from an earlier NCI report which reviewed the research on tobacco advertising and promotion and its impact on youth smoking and concluded that there was a causal relationship between tobacco marketing and smoking initiation.[38]

Numerous studies lend additional support to the link between tobacco marketing and youth smoking:

- According to the National Survey on Drug Use and Health, 81.3 percent of youth smokers (12–17) prefer Marlboro, Newport and Camel (the three most heavily advertised brands), while only 62 percent of smokers 26 or older prefer these brands.[39]

- A survey conducted in March 2012 showed that kids were significantly more likely than adults to recall tobacco advertising. While only 25 percent of all adults recalled seeing a tobacco ad in the two weeks prior to the survey, 45 percent of kids aged 12 to 17 reported seeing tobacco ads.[40]

- A 2010 study in the *Journal of Preventive Medicine* confirmed the dose-response impact between exposure to cigarette advertising and higher risk of smoking among youth and also found that "the association between tobacco advertising and youth smoking is specific to tobacco advertising content and not simply a marker of an adolescent who is generally receptive to marketing."[41]

- A study published in the May 2007 issue of *Archives of Pediatrics and Adolescent Medicine,* the first national study to examine how specific marketing strategies in convenience stores and other retail settings affect youth smoking, concluded that the more cigarette marketing teens are exposed to in retail stores, the more likely they are to smoke, and that restricting these retail marketing practices would reduce youth smoking. Specifically, the study found that retail cigarette advertising increased the likelihood that youth would initiate smoking; pricing strategies contributed to increases all along the smoking continuum, from initiation and experimentation to regular smoking; and cigarette promotions increased the likelihood that youth will move from experimentation to regular smoking.[42]

- A June 2007 study from the American Legacy Foundation found that 40 percent of youth smokers (ages 13-18) recalled seeing advertisements for flavored cigarettes. Eleven percent of youth smokers had tried flavored cigarettes and more than half who had heard of flavored cigarettes were interested in trying them, with almost 60 percent believing that flavored cigarettes would taste better than regular cigarettes.[43] Though flavored cigarettes (not including menthol) were banned in 2009 with the passage of the federal Family Smoking Prevention and Tobacco Control Act, other flavored products, such as cigars, were not. According to the 2011 National Youth Tobacco Survey, 4 out of 10 current high school cigar and cigarette smokers use flavored cigars or flavored cigarettes.[44]

- A study published in the December 2006 issue of *Archives of Pediatrics and Adolescent Medicine* found that exposure to tobacco marketing, which includes advertising, promotions and cigarette samples, and to pro-tobacco depictions in films, television, and videos more than doubles the odds that children under 18 will become tobacco users. The researchers also found that pro-tobacco marketing and media depictions lead children who already smoke to smoke more heavily, increasing the odds of progression to heavier use by 42 percent.[45]

- A 2002 study in the *Archives of Pediatric and Adolescent Medicine* found that receptivity to tobacco advertising had a significant impact on each step of the progression from non-smoking to established regular smoking, even when exposure to smoking in the home and by peers was controlled. The biggest impact was on influencing non-susceptible youth to becoming susceptible to smoking.[46]

- A 2002 *American Journal of Preventive Medicine* study found that youth who were highly receptive to tobacco advertising were 70 percent more likely to move from being experimental smokers to established smokers compared to those who had a minimal receptivity to tobacco advertising.[47]

- A 2000 study in the *American Journal of Public Health* showed that adolescents who owned a tobacco promotional item and named a cigarette brand whose advertising attracted their attention were twice as likely to become established smokers as those who did neither.[48]

- A 1998 longitudinal study of teenagers in the *Journal of the American Medical Association* showed that tobacco industry promotional activities influenced previously non-susceptible non-smokers to become susceptible to or experiment with smoking.[49]

- A 1996 study in the *Journal of Marketing* found that teenagers are three times as sensitive as adults to cigarette advertising.[50]

- A December 1996 survey of advertising industry executives found that roughly 80 percent believed that advertising for cigarettes reaches children and teenagers in significant numbers and makes smoking more appealing or socially acceptable to kids; 71 percent believed that tobacco advertising changes behavior and increases smoking among kids; and 59 percent believe that a goal of tobacco advertising is marketing cigarettes to teenagers who do not already smoke.[51]

- A 1995 study in the *Journal of the National Cancer Institute* found that teens are more likely to be influenced to smoke by cigarette advertising than they are by peer pressure.[52]

- According to the U.S. Centers for Disease Control and Prevention, the development and marketing of smokeless "starter products" with features like pouches and cherry flavoring have switched smokeless tobacco from a product used primarily by older men to one used mostly by young men.[53] Currently, 14.7 percent of high school boys use smokeless tobacco, a nearly 34 percent increase from 2003.[54]

- Between 1989 and 1993, when advertising for the new Joe Camel campaign jumped from $27 million to $43 million, Camel's share among youth increased by more than 50 percent, while its adult market share did not change at all.[55]

- A 1994 report in the *Journal of the American Medical Association* found that six years after the introduction of Virginia Slims and other brands aimed at the female market in the late 1960s, the smoking initiation rate of 12-year-old girls had increased by 110 percent. Increases among teenage girls of other ages were also substantial.[56]

As a commentator in the *Advertising Age* trade journal put it, "Cigarette people maintain peer pressure is the culprit in getting kids to start smoking and that advertising has little effect. That's like saying cosmetic ads have no effect on girls too young to put on lipstick."[57]

Campaign for Tobacco-Free Kids, March 5, 2019 / Laura Bach

More information on tobacco company marketing to kids is available at https://www.tobaccofreekids.org/fact-sheets/tobaccos-toll-health-harms-and-cost/tobacco-and-kids-marketing.

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[56] Pierce, JP, Lee, L, & Gilpin, EA, "Smoking initiation by adolescent girls, 1944 through 1988: An association with targeted advertising," *JAMA* 271(8), 1994.
[57] Rance Crain, *Advertising Age*, October 20, 1995.

INCREASING THE SALE AGE FOR TOBACCO TO 21 WILL REDUCE SMOKING AND SAVE LIVES

Tobacco use remains the leading cause of preventable death in the United States, killing more than 480,000 Americans each year.[1] Tobacco use is known to cause cancer, heart disease and respiratory diseases, among other serious health problems, and costs the U.S. as much as $170 billion in health care expenditures each year.[2] Each day, more than 300 kids under the age of 18 become regular, daily smokers; and almost one-third will eventually die from smoking.[3]

Because tobacco is so harmful, we should do everything we can to prevent tobacco use among young people. Increasing sale age for tobacco to 21 will help reduce smoking and save lives.

Raising the Minimum Legal Sale Age Will Help Save Lives

A 2015 report by the Institute of Medicine (IOM) concluded that raising the tobacco sale age to 21 will have a substantial positive impact on public health and save lives.[4] The IOM finds that raising the tobacco sale age will:

- significantly reduce the number of adolescents and young adults who start smoking;
- reduce smoking-caused deaths, and
- immediately improve the health of adolescents, young adults and young mothers who would be deterred from smoking, as well as their children.

Raising the Minimum Legal Sale Age Is Being Adopted Across the U.S. and Is Popular

- Jurisdictions across the country are raising the sale age for tobacco. Fourteen states – Arkansas, California, Delaware, Hawaii, Illinois, Maine, Maryland, Massachusetts, New Jersey, Oregon, Utah, Vermont, Virginia and Washington – have raised the tobacco age to 21, along with at least 470 localities, including New York City, Chicago, San Antonio, Boston, Washington, DC, Cleveland, Minneapolis, and both Kansas Cities.[5]
- Raising the legal sale age is popular with the public, including smokers. A 2017 CDC survey found that three quarters of adults favor raising the tobacco age to 21, including nearly two-thirds of adult smokers.[6]

Addiction Occurs Early—Most Adult Smokers Start Smoking Before Age 21

- Tobacco companies target kids and young adults because they know that is when most users first try and become addicted to tobacco.
- About 95% of adult smokers begin smoking before they turn 21, and about 80% start before age 18. Four out of five become regular, daily smokers before they turn 21.[7]
- Nicotine is highly addictive and adolescents are particularly vulnerable to its effects. Because adolescence and young adulthood are critical periods of growth, exposure to nicotine can have lasting, negative consequences on brain development.[8]
- Delaying the age when young people first experiment or begin using tobacco can reduce the risk that they transition to regular or daily tobacco use and increase their chances of successfully quitting, if they do become regular users.[9]

Older Adolescents and Young Adults are a Source of Cigarettes for Youth

- Raising the age of sale will help keep tobacco out of high schools, where younger teens often obtain tobacco products from older students.
- More than 60% of 10th grade and nearly half of 8th grade students say it's easy to get cigarettes.[10]
- Friends and classmates are a common source of tobacco products for youth users. 75% of current smokers ages 15 to 17 reported obtaining cigarettes from social sources.[11]

Raising the Tobacco Sale Age to 21 Will Have Minimal Impact on State Revenues

- In the short run, a tobacco sale age of 21 is expected to have minimal to no fiscal impact because 18- to 20-year olds account for just two to four percent of total cigarette consumption and unfortunately, most will not stop smoking as a result of this policy.[12]
- The policy begins working immediately to make it harder for youth and young adults to obtain cigarettes, but the consumption declines that would impact state revenues will take time to accrue. As a result, reductions in smoking initiation and prevalence will initially be small and will grow over time.

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Phone (202) 296-5469 · Fax (202) 296-5427 · www.tobaccofreekids.org

More information on increasing the sale age for tobacco products to 21 is available at **http://www.tobaccofreekids.org/what_we_do/state_local/sales_21.**

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[1] U.S. Department of Health and Human Services. *The Health Consequences of Smoking: 50 Years of Progress. A Report of the Surgeon General.* Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2014

[2] HHS. *The Health Consequences of Smoking: 50 Years of Progress. A Report of the Surgeon General*, 2014; Xu, X., et al., "Annual Healthcare Spending Attributable to Cigarette Smoking: An Update," *Am J Prev Med,* 2014.

[3] Substance Abuse and Mental Health Services Administration (SAMHSA), HHS, *Results from the 2017 National Survey on Drug Use and Health, NSDUH: Detailed Tables* https://www.samhsa.gov/data/sites/default/files/cbhsq-reports/NSDUHDetailedTabs2017/NSDUHDetailedTabs2017.pdf; CDC, "The Health Consequences of Smoking – 50 Years of Progress A Report of the Surgeon General 2014," http://www.surgeongeneral.gov/library/reports/50-years-of-progress/50-years-of-progress-by-section.html

[4] Institute of Medicine, *Public Health Implications of Raising the Minimum Age of Legal Access to Tobacco Products*, Washington, DC: The National Academies Press, 2015, http://www.nationalacademies.org/hmd/Reports/2015/TobaccoMinimumAgeReport.aspx ; In addition, a recent study suggests that raising the sale age to 21 is a promising practice, finding that the policy contributed to a greater decline in youth smoking in one community that passed a 21 ordinance compared to comparison communities that did not pass an ordinance restricting tobacco product sales to 21 and older. While the results are promising, the magnitude of the impact is unknown given that there are no baseline measurements and there were confounding issues that were not controlled for. See Kessel Schneider, S. et al, "Community reductions in youth smoking after raising the minimum tobacco sales age to 21," *Tobacco Control*, June 12, 2015, http://tobaccocontrol.bmj.com/content/early/2015/06/12/tobaccocontrol-2014-052207.1.abstract

[5] Some of the localities are in the states that subsequently enacted statewide laws. See: http://www.tobaccofreekids.org/content/what_we_do/state_local_issues/sales_21/states_localities_MLSA_21.pdf.

[6] Gentzke, AS, et al., "Attitudes toward raising the minimum legal age of sale for tobacco products—United States, 2017," poster presented at the 2018 Annual Meeting of the Society for Research on Nicotine and Tobacco (SRNT).

[7] Calculated based on data from the Substance Abuse and Mental Health Services Administration (SAMHSA)'s public online data analysis system (PDAS), National Survey on Drug Use and Health, 2016, https://pdas.samhsa.gov/#/survey/NSDUH-2016-DS0001.

[8] HHS. *The Health Consequences of Smoking: 50 Years of Progress. A Report of the Surgeon General*, 2014.

[9] See, e.g., Khuder, SA, et al., "Age at Smoking Onset and its Effect on Smoking Cessation," *Addictive Behavior* 24(5):673-7, September-October 1999; D'Avanzo ,B, et al., "Age at Starting Smoking and Number of Cigarettes Smoked," *Annals of Epidemiology* 4(6):455-59, November 1994; Chen, J & Millar, WJ, "Age of Smoking Initiation: Implications for Quitting," Health Reports 9(4):39-46, Spring 1998; Everett, SA, et al., "Initiation of Cigarette Smoking and Subsequent Smoking Behavior Among U.S. High School Students," *Preventive Medicine* 29(5):327-33, November 1999; Breslau, N & Peterson, EL, "Smoking cessation in young adults: Age at initiation of cigarette smoking and other suspected influences," *American Journal of Public Health* 86(2):214-20, February 1996.

[10] Johnston, L. D., et al. (2018). Monitoring the Future national survey results on drug use: 1975-2017: Overview, key findings on adolescent drug use. Ann Arbor: Institute for Social Research, The University of Michigan. http://monitoringthefuture.org/pubs/monographs/mtf-overview2017.pdf.

[11] Tanski, S, et al., "Youth Access to Tobacco Products in the United States: Findings from Wave 1 (2013-2014) of the Population Assessment of Tobacco and Health (PATH) Study," *Nicotine & Tobacco Research*, published online November 8, 2018.

[12] Chaloupka, F., Analysis of data from the Tobacco Use Supplement to the Current Population Survey, 2010-2011(*TUS-CPS*) and Winickoff, JP, et al.,"Retail Impact of Raising Tobacco Sales Age to 21 Years," *American Journal of Public Health* 104(11):e18-e21, 2014.

Military leaders recognize the toll tobacco takes on troop readiness and on the military health care system and are actively taking steps to reduce tobacco use in the military. Tobacco use remains this nation's number one preventable cause of premature death and disease, killing more than 480,000 Americans annually.[1] The Department of Defense (DoD) estimates that 175,000 current Active Duty Service members will die from smoking unless they are able to quit.[2] Almost all smokers start smoking before the age of 21,[3] and the ages of 18 to 21 are a critical period when many smokers move from experimental smoking to regular, daily use.

Tobacco use is not a rite of passage or an expression of freedom. It is an addiction. Tobacco companies target young people before they can fully appreciate the consequences of becoming addicted to the nicotine in tobacco. Nearly 70% of adult smokers want to quit[4], but once a person is addicted to nicotine, it is difficult to stop, and the health consequences begin immediately and accumulate over a lifetime.

Tobacco companies have a long history of promoting tobacco to members of the military and have a vested interest in tobacco use by the military, an important market for recruitment of the next generation of smokers.[5] Raising the tobacco sale age to 21 will help prevent our service members from starting to use this deadly and addictive product and support DoD efforts to reduce tobacco use among service members.

Military Leaders Support Tobacco Prevention and Cessation

Tobacco use is bad for military preparedness. The military recognizes the negative impact of tobacco on troop readiness and soldiers' health and has initiated a series of actions to curb tobacco use in the military.[6] The Department of Defense and the Army, Navy, Marines, and Air Force have each set goals to become tobacco-free.[7] In April 2016, the Department of Defense approved actions "to ensure a comprehensive tobacco policy that assists with preventing initiation of tobacco use, helping those who want to quit using tobacco succeed, and decreasing exposure to secondhand smoke for all our people."[8]

Our military leaders understand the toll tobacco takes on our troops. DoD's *Quit Tobacco—Make Everyone Proud* cessation campaign advertised quotes and videos from high-ranking military officials about the toll tobacco has on health and military readiness:

- General Robert Magnus, now retired Assistant Commandant of the Marine Corps, stated, "*Tobacco impairs reaction time and judgment. It stands in the way of a Marine's number one priority: to be in top physical and mental shape - combat ready.*"[9]

- Rodney J. McKinley, now retired Chief Master Sergeant of the Air Force has stated, *"Tobacco use impacts physical fitness, night vision and healing – it impairs mission readiness."*[10]

Military officers and veterans have also spoken out in favor of tobacco 21 policies:

- After Hawaii raised its tobacco sale age to 21, effective January 1, 2016, Hawaii's military bases opted to comply with the higher age in recognition of its benefits to readiness, health and finances:[11]

- Bill Doughty, spokesman for the Navy Region Hawaii, stated, *"We see it as a fitness and readiness issue. When we can prevent sailors from smoking or using tobacco, if we can get them to quit, then that improves their fitness and readiness, and it saves them a ton of money too."*[12]

- Rear Admiral John Fuller, Navy Region Hawaii and Naval Surface Group Middle Pacific stated, "*I've heard this argument by some shipmates against cracking down on tobacco: 'If someone is young enough to die for their country, they should be free to be allowed to smoke.' But, turning that argument on its head: 'If someone is young enough to fight for their country, they should be free from addiction to a deadly drug.' Tobacco harms people's physical wellbeing, leads to illness and costs them money*."[13]

- In testimony submitted on behalf of the Oregon Military Department and the Oregon National Guard, Major General Michael Stencel, the Adjutant General for the state of Oregon, stated that they would not seek a military waiver. He stated that, *"Reducing tobacco use within the Oregon National Guard will have an immediate, positive impact on the resiliency and readiness of our Soldiers and Airmen."*[14]

- 27-year senior officer of the Air Force and Chautauqua, New York, County Executive Vince Horrigan, stated, on signing a bill to raise the tobacco sale age to 21: *"As a retired 27-year senior officer of the Air Force, I join with many other military leaders in the perspective that tobacco products are a threat to our military readiness and too often compromise the health of our professional military who put their lives on the line to defend our freedoms."*[15]

- Major General Bret Daugherty, the Adjutant General for the state of Washington and Commander of the Washington National Guard stated in testimony supporting raising the tobacco sale age: *"…I want to address the age-old argument that if someone is old enough to serve their country in the military, then they are old enough to use tobacco products. This is clearly an outdated argument. There is a laundry list of things that we as a country have decided are contrary to the interest of young people and public health, whether they are in the military or not. Decades ago, this very body saw the wisdom in raising the drinking age to 21. That policy change significantly reduced drunk driving deaths and contributed to the overall health of our public here in the state."*[16]

- Retired military leaders supported an Illinois bill to raise the tobacco sale age to 21. Major General (Ret) William Enyart, U.S. Army, Former Adjutant General of Illinois, 2007-2013; Major General (Ret) Randal Thomas, U.S. Army Former Adjutant General of Illinois, 2003-2007; Brigadier General (Ret) John "Jay" Sheedy, U.S. Air Force, Brigadier General (Ret) Avrum Mark Rabin, Illinois Air National Guard stated: *"Americans owe much to the young people who choose to serve in our military. But early addiction to a deadly drug is no reward. Their physical fitness and health should be paramount in policymaking decisions."*[17]

Tobacco Use Hurts Military Readiness and Is Costly

While tobacco use takes an enormous toll on all users, it has particularly detrimental consequences for active duty military personnel. Tobacco use reduces soldiers' physical fitness and endurance and is linked to higher rates of absenteeism and lost productivity. In addition, service members who use tobacco are more likely to drop out of basic training, sustain injuries and have poor vision, all of which compromise troop readiness.[18] Tobacco use places a

significant burden on the Department of Defense (DoD). The DoD spends more than $1.6 billion each year on tobacco-related medical care, increased hospitalizations, and lost days of work.[19]

Tobacco Use Among Active Duty U.S. Military

Smoking rates are higher among active duty military than among civilians. Nearly one-quarter (24.0%) of active duty military personnel in 2011 reported currently smoking, compared to 19 percent of civilians at that time.[20] Smoking rates vary significantly by service, ranging from 16.7 percent in the U.S. Air Force to 30.8 percent in the U.S. Marine Corps. Many of the military's current cigarette smokers are dual users of smokeless tobacco.[21] In addition, close to half of all military service members (49.2%) used a nicotine product[*] in the past twelve months.[22]

Alarmingly, many current military smokers - 36 to 40 percent - report initiating tobacco use *after* joining the military.[23] Given everything we know about what smoking does to the body and how it weakens our combat preparedness, it is unacceptable that soldiers smoke at higher rates than the general population and that more than 1 in 3 soldiers who are current smokers started smoking *after* joining the military.

Raising the Minimum Legal Sale Age Will Help Save Lives

Raising the tobacco sale age is an evidence-based policy that is an important part of a comprehensive approach to tobacco prevention. A 2015 report by the Institute of Medicine (IOM) concluded that raising the tobacco age to 21 will have a positive impact on public health and save lives.[24] Specifically, raising the age to 21 is predicted to reduce the smoking rate by about 12 percent and smoking-related deaths by 10 percent over time, which translates into 223,000 fewer premature deaths, 50,000 fewer deaths from lung cancer, and 4.2 million fewer years of life lost.[25]

Tobacco use is a deadly and addictive behavior that compromises the readiness and health of our military and prematurely kills half its adult users.[26] Raising the tobacco sale age to 21 is an important step that will protect young people and service members from a deadly addiction and will complement other tobacco prevention and cessation efforts being undertaken by the military.

Campaign for Tobacco-Free Kids, April 25, 2019 / Laura Bach

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[1] U.S. Department of Health and Human Services. *The Health Consequences of Smoking: 50 Years of Progress. A Report of the Surgeon General.* Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2014.
[2] Department of Defense, Memorandum re: Reducing Tobacco Use in the Armed Forces and Department of Defense, March 14, 2014.
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[4] Babb, Stephen. "Quitting Smoking Among Adults—United States, 2000–2015." *MMWR. Morbidity and Mortality Weekly Report* 65 (2017)
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[6] Partnership for Prevention and Action to Quit, *Help Your Patients Quit Tobacco: An Implementation Guide for the Armed Forces*, July 2014, http://actiontoquit.org/wp-content/uploads/2015/06/armedforcestobaccocessationguide.pdf and Secretary of Defense Ashton Carter, "Policy Memorandum 16-001, Department of Defense Tobacco Policy," April 8, 2016, http://www.med.navy.mil/sites/nmcphc/Documents/health-promotion-wellness/tobacco-free-living/INCOMING-CARTER-Tobacco-Policy-Memo.pdf

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[*] Nicotine product includes cigarettes, chewing tobacco, snuff, other smokeless tobacco including new forms of smokeless (e. g. dissolvables), cigars, pipes, and electronic nicotine delivery products.

[7] Institute of Medicine, *Combating Tobacco in Military and Veteran Populations*, 2009. http://nationalacademies.org/hmd/Reports/2009/MilitarySmokingCessation.aspx; see also, https://www.ucanquit2.org/AboutUs/Policy
[8] Secretary of Defense Ashton Carter, "Policy Memorandum 16-001, Department of Defense Tobacco Policy," April 8, 2016, http://www.med.navy.mil/sites/nmcphc/Documents/health-promotion-wellness/tobacco-free-living/INCOMING-CARTER-Tobacco-Policy-Memo.pdf
[9] U.S. Department of Defense, *UCanQuit2.org*, https://www.med.navy.mil/sites/nmcphc/Documents/health-promotion-wellness/tobacco-free-living/gen-magnus.pdf.
[10] U.S. Department of Defense, *UCanQuit2.org*, https://www.mildenhall.af.mil/News/Article-Display/Article/273201/new-smoking-cessation-site-helps-airmen-kick-butts/.
[11] Seck, Hope Hodge, "Marines Will Comply With Hawaii Law Raising Smoking Age to 21," December 29, 2015, http://www.military.com/daily-news/2015/12/29/marines-will-comply-with-hawaii-law-raising-smoking-age-to-21.html; Uyeno, Kristine, "Tobacco, eCig laws take effect on New Year's Day; Hawaii first state to raise legal age to 21," December 28, 2015, http://khon2.com/2015/12/28/new-years-day-tobacco-ecig-laws-hawaii-first-state-to-raise-legal-age-to-21-3/
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[14] Major General Michael E. Stencel, *Testimony in Support of SB 754 to the Oregon State House Committee on Health Care*, April 24, 2017, https://olis.leg.state.or.us/liz/2017R1/Downloads/CommitteeMeetingDocument/122339.
[15] Chautauqua County, New York, *Horrigan Provides Statement Upon Signing Local Law to Raise Tobacco Purchase Age*, May 17, 2017, http://www.co.chautauqua.ny.us/CivicAlerts.aspx?AID=540
[16] Major General Bret Daugherty, *Testimony in Support of SB 5025 to the Washington State Senate Commerce, Labor, and Sports Committee*, February 9, 2017
[17] Mission: Readiness, Military Leaders for Kids, *Letter in support of IL SB3011 to raise the tobacco sale age to 21*, April 19, 2016
[18] Institute of Medicine, *Combating Tobacco in Military and Veteran Populations*, 2009. http://nationalacademies.org/hmd/Reports/2009/MilitarySmokingCessation.aspx
[19] Institute of Medicine, *Combating Tobacco in Military and Veteran Populations*, 2009. http://nationalacademies.org/hmd/Reports/2009/MilitarySmokingCessation.aspx
[20] Department of Defense, *2011 Health Related Behaviors Survey of Active Duty Military Personnel,* http://prevent.org//data/files/actiontoquit/final%202011%20hrb%20active%20duty%20survey%20report-release.pdf*,* February 2013; 2011 National Health Interview Survey.
[21] Department of Defense, *2011 Health Related Behaviors Survey of Active Duty Military Personnel,* http://prevent.org//data/files/actiontoquit/final%202011%20hrb%20active%20duty%20survey%20report-release.pdf*,* February 2013.
[22] Department of Defense, *2011 Health Related Behaviors Survey of Active Duty Military Personnel,* http://prevent.org//data/files/actiontoquit/final%202011%20hrb%20active%20duty%20survey%20report-release.pdf*,* February 2013.
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CNN Health + Live TV U.S. Edition +

Walgreens raises minimum tobacco sales age to 21 after FDA pressure

By Sandee LaMotte, CNN

Updated 12:45 PM ET, Tue April 23, 2019

Walmart Raises Minimum Age to Buy Tobacco Products to 21

activists to stay united

OWN A HARE ?

RE EXIT SOLUTION

OMNI ELLIS

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BUSINESS ELITE

IT'S TIME TO RAISE THE LEGAL AGE TO PURCHASE TOBACCO PRODUCTS, INCLUDING VAPOR, FROM 18 TO 21.

BECAUSE WHEN YOUTH NEVER START SMOKING AND VAPING, THEY NEVER HAVE TO STOP.

About 80% of high school students turn 18 before graduating. And in most states, they can then legally purchase tobacco and vapor products. Some illegally share with or sell those products to underage classmates.

This "social sourcing" accounts for nearly 80% of youth access to vapor products.*

Raising the legal age of purchase to 21+ reduces this social sourcing and can drive steep drops in underage usage.

JUUL Labs applauds the states that have gone to 21+ and supports making it the standard nationwide.

FOR ADULT SMOKERS ONLY

JUUL LABS

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*Susanne Tanski et al., "Youth Access to Tobacco Products in the United States: Findings from Wa Population Assessment of Tobacco and Health (PATH) Study," 2018, https://

LICENSING TOBACCO RETAILERS

Good for kids, good for Colorado

Start

RETAILER BUYS LICENSE TO SELL TOBACCO

FACT Currently, Colorado does not require a license to sell tobacco.

LICENSE FEE FUNDS ENFORCEMENT OF CURRENT LAW PROHIBITING SALES TO MINORS

DECREASE IN ILLEGAL SALES

FACT More than 60% of Colorado kids under 18 who tried to buy tobacco report being able to do so. **Half were not even asked to show an ID.**

DECREASE IN YOUTH ACCESS TO TOBACCO

DECREASE IN YOUTH ADDICTION AND OVERALL TOBACCO USE

FACT 90% of adult smokers start **before age 18.**

DECREASE IN TOBACCO-RELATED ILLNESS AND DEATH

FACT **1 in 3 kids** who start smoking will eventually die from it.

DECREASE IN PUBLIC BURDEN FROM TOBACCO USE

FACT Each year Colorado spends more than **$1.3 billion** on smoking-related health costs.

—HEALTHIER, HAPPIER—

COLORADO

End

You win!

Town Board of Trustees
Tuesday, July 23, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

MINUTES OF MEETING

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

TRUSTEES PRESENT	**STAFF**
Anne McKibbin, Kevin Brubeck, Matt Solomon, Andy Jessen, Mikel, Kerst, Scott Turnipseed, Paul Witt	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, Finance Bryon McGinnis, Public Works Director Deron Dircksen, Utilities Manager Dawn Koenig, Community Development Administrative Assistant

ADOPTION OF AGENDA

There were no changes to the agenda.

PUBLIC COMMENT

Roxie Deane, made request for additional funding of $3,000.00 for the Community Table event. The Town and MEAC have contributed $500 each.

Board Discussion took place regarding contingency funding available, which was estimated at $5000.00. Board supported the request and determined $3,000.00. was appropriate.

MOTION: Trustee Kevin Brubeck motioned to Approve the request of $3,000.00 to Our Community Table Event. Motion was seconded and Passed with a vote of 7 in favor (Solomon, Jessen, Brubeck, Kerst, McKibbin, Turnipseed and Witt) and 0 opposed. ***(Roll call vote was taken)***

CONSENT AGENDA

1. Minutes - July 9, 2019

   MOTION: Trustee Andy Jessen motioned to Approve the Consent Agenda. Motion was seconded and Passed with a vote of 6 in favor, 0 opposed and one Abstain (Witt).

PRESENTATION

1. 2018 Audit Presentation, Roger Maggard

   Roger Maggard presented this item. The outcome of the audit was that the Town's books and records were in excellent working order. Additionally, 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.

   MOTION: Trustee Matt Solomon motioned to Accept the 2018 Audit as presented and direct the Town's auditor to send to the State of Colorado. Motion was seconded and Passed with a vote of 7 in favor and 0 opposed.

2. MWH, Michael Harmon - Lower Basin Water Treatment Plant Update

   Michael Harmon presented his update.

TOWN MANAGER AND DEPARTMENT UPDATE

1. Town Manager Update

   Brandy Reitter reviewed her report. Update on THOR was discovered that CDOT will let us use conduit in the roundabouts. This should result in a significant decrease in costs.

   Board Comments: Requested how much THOR will cost the Town after grants. Brandy provided the following answer: Meet Me Center would be a onetime cost of $238,488.00, there would be a monthly charge of $7900.00 per month. We intent to use the Holy Cross Community Enhancement funding towards THOR in the amount of approximately $168,00.00 which will further offset these costs. Further reduction could take place with new access point by using CDOT location in the roundabouts.

   The leasing of the remaining office space at Old Town Hall is being considered for the Vail Art Guild.

2. River Park Update, John Usery NV5

   John Usery updated the Board regarding the change order being requested for approval.

a. Change Order Number 010 in the amount of $64,512.76 to Hobbs Excavating and Trucking *Roll call vote required*

   MOTION: Trustee Andy Jessen motioned to Approve Change Order Number 010 in the amount of $64,512.76 to Hobbs Excavating and Trucking. Motion was seconded and Passed with a vote of 7 in favor (Solomon, Jessen, Brubeck, Kerst, McKibbin, Turnipseed and Witt) and 0 opposed. (Roll call vote was taken)

3. Town Board Mini Retreat Summary

Board Comments: Requested to clarify comment regarding staff being honest about their capacity and what can be accomplished in a reasonable about of time.

PUBLIC HEARINGS - QUASI JUDICIAL HEARINGS

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*

Mayor McKibbin opened File# 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 at 6:59 pm.

Mayor McKibbin stated the applicant has requested to speak to the Board regarding items they are interested in negotiating as part of this project.

Applicant provided the board with points needed for direction. The list included Open Space Conveyance Proposal, Vested Property Rights Proposal, Transfer Assessment Covenant Proposal and LERP Proposal.

Mayor McKibbin opened the Public Hearing. There was no public comment.

Public Hearing was closed at 7:10 p.m.

EXECUTIVE SESSION

1. **MOTION: Trustee Anne McKibbin motioned to Adjourn the Regular Meeting and enter into 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#'s: AN17-01, PUD 18-01 and S18-02. Roll call vote required. Motion was seconded and with a vote of 7 in favor and 0 opposed. (7:10 p.m.)**

Meeting Resumed at 8:15 p.m.

Mayor McKibbin stated to applicants that staff will be in touch regarding the requests and proposals made tonight.

MOTION: Trustee Anne McKibbin motioned to continue 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. Motion was seconded and Passed with a vote

of 7 in favor and 0 opposed.

OLD BUSINESS

1. Resolution 33-2019 A Resolution of the Board of Trustees of the Town of Eagle, Colorado Adopting the Town of Eagle Employee Handbook

   Mayor McKibbin opened this item. Brandy noted that staff has included changes from last meeting and suggestions from board. The sick leave proposed will grandfather current staff and is intended to address accumulation. The cap is proposed at 480 hours to make it consistent with short term disability.

   Board Comments: concern with language regarding "business casual attire" and too look into requiring exempt employees to clock in.

   MOTION: Trustee Kevin Brubeck motioned to Approve Resolution 33-2019 A Resolution of the Board of Trustees of the Town of Eagle, Colorado Adopting the Town of Eagle Employee Handbook with changes to sick leave accumulation and to verify clocking in requirement for exempt employees. Motion was seconded and Passed with a vote of 5 in favor and 2 opposed.

2. Proposed Revision of EQR Table

   Dawn Koenig presented this item.

   Board Comments: Discussion took place regarding differences between square footage and how gross floor area is calculated and using lot size. Reiterated that the intent to making these changes was the implementation on remodels and new construction due to not having a definition of "Sleeping Room" and issues caused by applicants adding rooms that are not designated as bedrooms to avoid triggering the EQR calculations. Staff was directed to prepare an ordinance with language for charging equivalent residential unit based upon lot size, adding definition for sleeping room and deleting the public improvement fee for accessory dwelling unit. Staff indicated there may be additional definitions to review with intent to clarify.

3. Downtown Pilot Parklet Program Proposal, Brandy Reitter

   Brandy Reitter presented this item. Dana Hedrick owner of Brush Creek Saloon was present for this item. Dana indicated she would like to do a patio using three parking spots. Dana briefly described the patio, how it would be used and the seasonal operation. This would not be built until Spring 2020. Board Comments: location of the patio on Third Street vs. Broadway. Cost of the parking spots for annual lease purposes to be outlined in a license agreement. It will be separate from the permit process. Board would like to see costs for planter removal and designs for patio on Broadway. Direction to staff regarding use of parking spaces was addressed and discussion to support either sidewalk use or parking spot usage to move forward. Input was provided regarding thoughts on usage of public parking sports on a trial basis.

Request from staff is to allow approval of parklets on a trial basis to move the request forward. Intent will be to provide definitions, uniform requirements and maintain this as a temporary allowance. Board agreed to move forward on a trial basis. The sidewalk on Broadway was a preferred alternative if the planter removal was a reasonable. This would need to be decided on a case by case basis depending on location. Staff will bring an agreement for approval and reviewing the planter removal during the budget process. Board supported the parklet program as presented on a trial basis and to explore options using sidewalk on Broadway.

NEW BUSINESS

1. Future Eagle County Referral - Base Camp Eagle Campground Special Use Permit

   Tambi Kateib was present with The Colby's as part of a referral mission by the applicants for their application with Eagle County. This is a camping project that requires a special use with no change to zoning. It will be referred to Eagle in next month. This is a 44-pad campsite. Intent is construct it next summer in phases. We are looking for direction on letter of support for this project, new trail construction and recommendation on future annexation.

   Board provided direction for staff to draft a letter in support that can be signed by either staff or the Mayor.

2. 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*

   Bryon McGinnis presented this item. This is time sensitive and was budgeted.

   MOTION: Trustee Solomon motioned to approve the Easement Purchase Agreement, Temporary Construction Easement and Water Line Easement for William P. Powell and Nancy N. Powell and Vance Carroll and Melissa Carroll. Motion was seconded and Passed with a vote of 7 in favor (Solomon, Jessen, Brubeck, Kerst, McKibbin, Turnipseed and Witt) and 0 opposed. *(Roll call vote was taken)*

   MOTION: Mayor McKibbin motioned to approve authorization of future Union Pacific Railroad Quitclaim Deed of property and Partial Release and Quitclaim of Easements on format draft by the Town's Attorney. Motion was seconded and Passed with a vote of 7 in favor (Solomon, Jessen, Brubeck, Kerst, McKibbin, Turnipseed and Witt) and 0 opposed. *(Roll call vote was taken)*

3. Cigarette Tax/Ballot Question, Brandy Reitter

   Brandy Reitter presented this item. If the Town passes a tax on cigarette sales it would eliminate the state revenue provided to the Town approximately $11,000.00.

   Board Comments: Confirmation that the Town would not have to collect this tax. The Town can set it's own rate. The Town would be implementing the age increase and tax to be consistent within Eagle County. Concern about taxing those that are lower income and ability to access health benefits the tax

provides as an offset to the community. Forfeiting revenue was a concern and overall desire to implement the tax to be consistent. Concern regarding raising the age to 21. Felt forced to consider it because the County will be.

MOTION: Mayor Anne McKibbin motioned to Direct Staff to let the State know the Town of Eagle is interested in considering a sales tax measure to tax Cigarettes. Motion was seconded and Passed with a vote of 6 in favor and 1 opposed.

MOTION: Mayor Anne McKibbin motioned to Direct Staff to let the State know the Town is interested in increasing the from 18 to 21. Motion was seconded and Failed with a vote of 2 in favor and 5 opposed.

MOTION: Trustee Solomon motioned to not direct staff to let state know we are interested in raising the age limit. With intent to not have it brought up again. Motion was briefly discussed and there was no second. Motion Failed for lack of a second.

BOARD DISCUSSION AND FUTURE AGENDA ITEMS

1. Joint Meeting with Planning & Zoning Commission
   Suggested dates are August 20 or October 1st. Town Clerk will send out a poll.
2. Correspondence from Kirchner Slaugh - Livestock Auction

ADJOURN - 10:00 PM

Trustee Solomon would like the board budget. Brandy stated staff will provide with department updates. Trustee Witt stated he spoke to Brian at the Post Office and was informed all post office boxes are currently rented.

Approved Date:

Anne McKibbin, Mayor

Jenny Rakow, CMC Town Clerk

BILL SCHEDULE
JULY 2019

GENERAL FUND		
General Government		
Meritain Health	Health Insurance	20.81
Amazon	Office Supplies	69.05
Cintas Corporation	Office Supplies	12.96
Verizon Wireless, Bellevue	Utility Services	105.77
Colorado Mtn. News Media	Professional Services	12.14
Garfield & Hecht, P.C.	Legal - General	1.00
Hoffman, Parker, Wilson & Carberry PC	Legal - General	5,418.50
Kissinger & Fellman, P.C.	Legal - General	505.50
Executech Utah LLC	Computer Support	136.64
Hotel Frisco	Travel Expense	116.46
Keystone Reservations	Travel Expense	852.24
King Soopers Customer Charges	Meeting Expense	162.66
Moe's Original BBQ	Meeting Expense	168.87
Keystone Reservations	Tuition & Books	963.06
Shrum, Bill	Tuition & Books	141.85
Art Management & Planning Associates Inc	Contract Payments	300.00
PR Studio	Contract Payments	3,000.00
Friends Of Eagle Co	Community Requests	1,000.00
Total General Government		**12,987.51**
General Administration		
Bogertman, Mark & Anna	Utility Refund	47.71
ERLI Lot 2 LLC	Utility Refund	200.00
Holden, Cynthia	Utility Refund	24.99
Vandeven, Martin	Utility Refund	13.40
Vivirto, Timothy	Utility Refund	48.91
Amazon	Taxes And Other Receivables	481.53
304 Wall Street Inv., LLC	Planning Deposit Refund	425.00
Jones, Tammara	Planning Deposit Refund	600.00
Oleson, Penny	Planning Deposit Refund	300.00
Colorado State Treasurer	State Unemployment Tax	2,515.84
Hartford, The	Disability	1,330.61
Meritain Health	Health & Life Insurance	26,966.61
MetLife	Vision Insurance	1,123.24
Bruckman, Becky	Facility Usage Deposit Refund	1,125.00
Duarte, Maleny	Facility Usage Deposit Refund	600.00
Eagle County Health & Human Service	Facility Usage Deposit Refund	750.00
Eagle Valley PTA	Facility Usage Deposit Refund	750.00
Esparza, Janelly	Facility Usage Deposit Refund	375.00
Esparza, Lina	Facility Usage Deposit Refund	375.00
Gonzalez, Rosa	Facility Usage Deposit Refund	375.00
Jaissle, Emily	Facility Usage Deposit Refund	1,125.00
Juarez, Claudia	Facility Usage Deposit Refund	750.00
Rios, Luz	Facility Usage Deposit Refund	750.00

General Administration (Cont.)

Tellez, Ana Maria	Facility Usage Deposit Refund	450.00
Zamudio, Maria	Facility Usage Deposit Refund	375.00
Manzanares, David	Planning Deposit Refund	600.00
Desmond, Bryan	Planning Deposit Refund	600.00
Eagle County Health & Human Service	Facility Usage Fees Refund	100.00
Meritain Health	Health & Life Insurance	45.33
Amazon	Office Supplies	16.87
Cintas Corporation	Office Supplies	73.47
USPS	Office Supplies	1,252.75
Fleet Services	Gas & Oil	22.99
City Market	Employee Appreciation	75.51
Everyday Outfitters	Employee Appreciation	44.14
Pitney Bowes	Communication & Transportation	71.25
USPS	Communication & Transportation	15.87
Colorado Mtn. News Media	Legal Notices	1,187.09
Amazon	Dues & Subscriptions	38.27
Mail Chimp	Dues & Subscriptions	72.37
Century Link	Utility Services	2,241.21
Colorado Mtn. News Media	Recruitment	146.38
Indeed	Recruitment	167.81
Info Cubic	Recruitment	24.85
Chase Paymentech	C.C. Transaction Fees	1,266.11
Xpress Bill Pay	C.C. Transaction Fees	638.22
Municipal Code Corporation	Professional Admin Services	1,195.00
Hoffman, Parker, Wilson & Carberry PC	Legal	234.00
Caselle, Inc.	Computer Support	2,089.00
Executech Utah LLC	Computer Support	365.40
King Soopers Customer Charges	Meeting Expense	78.40
Owashi	Meeting Expense	119.05
Red Canyon Café	Meeting Expense	25.33
Caselle, Inc.	Tuition & Books	1,834.80
CGFOA	Tuition & Books	25.00
Colorado Municipal Clerks Asso.	Tuition & Books	400.00
Lewan & Associates	Contract Payments	442.39
US Bank Equipment Finance	Contract Payments	749.40
Wells Fargo	Miscellaneous-Over Limit Fee	37.63
Cirsa	Insurance - Pavilion	1,543.21
Total General Administration		**59,716.94**

Community Development

Meritain Health	Health Insurance	27.74
JB T-Shirts Silkscreen & Embroidery	Uniforms	63.00
Fleet Services	Gas & Oil	175.20
OG Printer Inc	Communication & Transportation	312.50
Colorado Mtn. News Media	Legal Notices	237.42
Amazon	Dues & Subscriptions	38.28
Verizon Wireless, Bellevue	Utility Services	274.86
Colorado Mtn. News Media	Personnel Services	223.85

Community Development (Cont.)		
Gov HR USA	Personnel Services	7,920.75
Hawthorn Suites By Wyndham	Personnel Services	170.00
Mountain Careers	Personnel Services	38.6
Logan Simpson	Professional Services	23,580.12
McCool Development Solutions, LLC	Professional Services	13,922.00
Garfield & Hecht, P.C.	Planning Reimbursable	9,775.50
Hoffman, Parker, Wilson & Carberry PC	Planning Reimbursable	11,900.00
Resource Engineering Inc	Planning Reimbursable	3,843.12
Hoffman, Parker, Wilson & Carberry PC	Legal	1,420.00
Executech Utah LLC	Computer Support	250.74
Zoom.Us	Computer Support	14.47
Town Of Gypsum	Contract Services	1,360.00
Valley Home Store LLC	Contract Services	465.00
Lewan & Associates	Contract Payments	65.99
US Bank Equipment Finance	Contract Payments	749.40
Total Community Development		**76,828.54**
Municipal Court		
Meritain Health	Health Insurance	2.08
Eagle Lock & Key	Repair & Maintenance Supplies	9.75
Carlson & Carlson, Attorneys At Law PC	Legal	1,500.00
Hoffman, Parker, Wilson & Carberry PC	Legal	234.00
LC Language Connection	Consultant	337.50
Eagle Lock & Key	Repair & Maintenance Services	105.00
Executech Utah LLC	Computer Support	13.75
Justice Systems	Computer Support	1,205.00
Ace Security And Safety Services LLC	Contract Payments	64.00
Johnson, Erik A.	Contract Payments	3,000.00
Total Municipal Court		**6,471.08**
Streets		
Meritain Health	Health Insurance	47.85
Amazon	Office Supplies	9.65
Cintas Corporation	Office Supplies	33.63
King Soopers Customer Charges	Office Supplies	17.36
Quill Corporation	Office Supplies	100.59
JB T-Shirts Silkscreen & Embroidery	Uniforms	639.00
Alpine Lumber Co.	Repair & Maintenance Supplies	92.49
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	180.54
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	185.04
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	45.96
Lawson Products	Repair & Maintenance Supplies	114.20
PST Enterprises, Inc	Repair & Maintenance Supplies	336.31
U. S. Tractor & Harvest, Inc.	Repair & Maintenance Supplies	937.92
United Rentals (North America) Inc	Repair & Maintenance Supplies	47.19
Wylaco Supply Co	Repair & Maintenance Supplies	544.73
PST Enterprises, Inc	Vehicle Repair & Maintenance Supplies	259.74
Collett Enterprises	Gas & Oil	332.25

Streets (Cont.)		
Fleet Services	Gas & Oil	3,198.15
Lawson Products	Communication & Transportation	11.99
U. S. Tractor & Harvest, Inc.	Communication & Transportation	79.33
Colorado Mtn. News Media	Legal Notices	251.18
Century Link	Utility Services	1,786.90
Holy Cross Energy	Utility Services	4,462.69
Verizon Wireless, Bellevue	Utility Services	89.35
Indeed	Professional Services	477.86
Eagle County Solid Waste & Recycling	Repair & Maintenance Services	10.00
Safety-Kleen Corp.	Repair & Maintenance Services	267.05
SKM Services	Repair & Maintenance Services	150.00
Executech Utah LLC	Computer Support	84.10
Total Streets		**14,793.05**
Public Safety		
Meritain Health	Health Insurance	165.75
Amazon	Office Supplies	159.19
Vista Print	Office Supplies	25.86
Amazon	Operating Supplies	229.43
Law Enforcement Supply	Operating Supplies	146.64
JB T-Shirts Silkscreen & Embroidery	Uniforms	50.00
Amazon	Vehicle Repair & Maintenance Supplies	275.79
Auto Zone, Inc	Vehicle Repair & Maintenance Supplies	17.94
Olesen Automotive Services	Vehicle Repair & Maintenance Supplies	41.00
Performance Automotive Center	Vehicle Repair & Maintenance Supplies	64.81
Trailer Wiring	Vehicle Repair & Maintenance Supplies	59.42
Fleet Services	Gas & Oil	6,678.02
4 Imprint	School Res Officer Supplies	306.71
Amazon	Equipment - Supplies	108.69
Motorola Solutions	Equipment - Supplies	6,070.29
USPS	Communication & Transportation	5.39
Vista Print	Communication & Transportation	10.7
Amazon	Dues & Subscriptions	38.28
Rocky Mountain Info. Network, Inc	Dues & Subscriptions	50.00
AT&T Mobility	Utility Services	1,039.48
Century Link	Utility Services	1,444.00
Colorado Mtn. News Media	Recruitment	53.44
Doctors On Call	Recruitment	140.00
Indeed	Recruitment	100.39
Hoffman, Parker, Wilson & Carberry PC	Legal	856.58
Colorado Depart. Of Agriculture	Repair & Maintenance Services	80.00
Eagle Lock & Key	Repair & Maintenance Services	105.00
Olesen Automotive Services	Repair & Maintenance Services	39.00
Performance Automotive Center	Repair & Maintenance Services	74.90
White Water Express	Repair & Maintenance Services	101.81
Executech Utah LLC	Computer Support	97.20
Technovia Consulting	Computer Support	2,205.00
Bighorn Steakhouse	Travel	37.83

Public Safety (Cont.)		
Keystone Resort	Travel	417.05
Grand Avenue Grill	Meeting Expense	81.64
King Soopers Customer Charges	Meeting Expense	17.85
Pizza One	Meeting Expense	253.24
Stout House	Meeting Expense	41.27
Eagle County Animal Control	Animal Control	4,063.00
Colorado Bureau Of Investigation	Contract Payments	30.00
Eagle County Paramedic Services	Contract Payments	375.00
Xerox Financial Services LLC	Contract Payments	456.06
Total Public Safety		**26,613.65**
Buildings and Grounds		
Meritain Health	Health Insurance	48.55
Amazon	Office Supplies	9.65
Cintas Corporation	Office Supplies	33.63
King Soopers Customer Charges	Office Supplies	17.36
Quill Corporation	Office Supplies	100.59
JB T-Shirts Silkscreen & Embroidery	Uniforms	538.00
Alpine Lumber Co.	Repair & Maintenance Supplies	237.71
Eagle Lock & Key	Repair & Maintenance Supplies	170.00
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	440.00
G & S Tool Clinic, LLC	Repair & Maintenance Supplies	294.91
G H Daniels III & Associates	Repair & Maintenance Supplies	34.75
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	69.58
Grainger	Repair & Maintenance Supplies	131.73
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	1,478.93
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	141.67
Home Depot Credit Services	Repair & Maintenance Supplies	79.98
Skyline Mechanical, Inc.	Repair & Maintenance Supplies	154.62
United Rentals (North America) Inc	Repair & Maintenance Supplies	13.06
Wylaco Supply Co	Repair & Maintenance Supplies	16.38
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	14.13
Collett Enterprises	Gas & Oil	332.24
Fleet Services	Gas & Oil	1,698.50
Glenwood Springs Auto Parts Inc	Gas & Oil	125.76
PST Enterprises, Inc	Gas & Oil	244.00
Grand Junction Pipe & Supply	Equipment - Supplies	1,714.16
Superior Alarm & Electronics	Equipment - Supplies	445.33
Home Depot Pro	Janitorial Supplies	1,888.67
G & S Tool Clinic, LLC	Communication & Transportation	9.98
Black Hills Energy	Utility Services	748.30
Century Link	Utility Services	2,751.98
Holy Cross Energy	Utility Services	5,291.91
Verizon Wireless, Bellevue	Utility Services	94.54
Colorado Mtn. News Media	Recruitment	276.44
Indeed	Recruitment	100.39
Info Cubic	Professional Services	84.40
Jerrymaster Janitorial	Janitorial Maint. Contracts	2,158.00

Buildings and Grounds (Cont.)		
Eagle Lock & Key	Repair & Maintenance Services	142.50
Skyline Mechanical, Inc.	Repair & Maintenance Services	85.00
Sno-White Linen Rental	Repair & Maintenance Services	389.24
Superior Alarm & Electronics	Repair & Maintenance Services	196.00
Vail Honeywagon	Repair & Maintenance Services	1,644.03
Venzor Carpet Cleaning	Repair & Maintenance Services	1,503.36
Executech Utah LLC	Computer Support	80.80
Rain Bird	Computer Support	144.75
Superior Alarm & Electronics	Contract Payments	879.00
ThyssenKrupp Elevator Corp.	Contract Payments	638.90
Cirsa	Insurance	5.00
Total Buildings and Grounds		**27,698.41**
Information Center		
Amazon	Office Supplies	99.82
Costco	Operating Supplies	42.23
King Soopers Customer Charges	Operating Supplies	15.16
Store Supply Warehouse	Operating Supplies	257.83
Walmart	Operating Supplies	64.13
Home Depot	Equipment - Supplies	385.29
Alida's Fruits	Supplies For Resale	111.10
Bowes, Beatrice	Supplies For Resale	210.00
Colorado Candy Kitchen	Supplies For Resale	492.36
Costco	Supplies For Resale	91.1
High Country Candles	Supplies For Resale	294.00
King Soopers Customer Charges	Supplies For Resale	35.30
Meadow Gold Grand Junction	Supplies For Resale	264.48
Moosehead Designs LLC	Supplies For Resale	505.75
Mountain Sights, Inc	Supplies For Resale	154.50
Paper And Stone	Supplies For Resale	871.36
Red Canyon Spice LLC	Supplies For Resale	189.00
USPS	Supplies For Resale	37.63
Walmart	Supplies For Resale	10.61
Wiessner, Clyde W.	Supplies For Resale	28.00
Derived From Nature	Supplies - Consignment	56.99
Eagle County Historical Society	Supplies - Consignment	385.18
Fried, Mickey	Supplies - Consignment	57.75
Iglehart, Becky	Supplies - Consignment	18.75
Keep Your Fork	Supplies - Consignment	6.00
Nature's Details Photography	Supplies - Consignment	195.00
New Song Corporation	Supplies - Consignment	58.50
Pamela Saden	Supplies - Consignment	603.79
Pinyon J	Supplies - Consignment	5.63
Pocadot	Supplies - Consignment	10.40
Ramey, Corkie	Supplies - Consignment	13.65
Rick Olsen	Supplies - Consignment	13.50
Selcke, Jim	Supplies - Consignment	61.13
Teresa Hauser	Supplies - Consignment	54.00

Information Center (Cont.)

Vandusen, Richard	Supplies - Consignment	29.25
Williams, Sam	Supplies - Consignment	84.00
Colorado Department Of Revenue	Sales Tax	1,377.69
Store Supply Warehouse	Communication & Transportation	17.63
USPS	Communication & Transportation	8.93
Century Link	Utility Services	421.99
Info Cubic	Professional Services	38.00
Rocky Mountain Carpet Cleaning	Repair & Maintenance Services	140.00
Executech Utah LLC	Computer Support	69.24
Total Information Center		**7,886.65**

Marketing and Events

Meritain Health	Health Insurance	13.87
Amazon	Office Supplies	14.15
Fleet Services	Gas & Oil	49.75
Indeed	Legal Notices	287.51
Spotify	Dues & Subscriptions	10.6
Verizon Wireless, Bellevue	Utility Services	105.40
Hoffman, Parker, Wilson & Carberry PC	Legal	287.50
Executech Utah LLC	Computer Support	35.15
Colorado Mtn. News Media	Media	5,187.12
Elevation Outdoors	Media	1,100.00
Further Faster Media, LLC	Media	727.12
Bustang	Travel Expense	42.46
Eagle River Lodge	Travel Expense	456.62
Tokyo Joes	Travel Expense	12.69
Whole Foods	Travel Expense	18.01
PR Studio	Public Relations	5,000.00
Further Faster Media, LLC	Design & Production	880.00
Further Faster Media, LLC	Contract Services	1,000.00
Eagle Chamber Of Commerce	Events	625.00
Vail Valley Charitable Fund	Events	500.00
Ace Security And Safety Services LLC	Event Production	225.00
Alliance Moving Systems LLC	Event Production	336.00
Amazon	Event Production	402.66
Blue Star Recyclers	Event Production	1,787.81
Conoco/Loaf N Jug	Event Production	2.5
Crown Awards	Event Production	233.36
Eagle County Solid Waste & Recycling	Event Production	609.88
Eagle Lions Club	Event Production	524.00
Kaleidoscope Productions	Event Production	3,750.00
King Soopers Customer Charges	Event Production	123.73
PR Studio	Event Production	394.78
Signature Signs Inc	Event Production	100.00
United Rentals (North America) Inc	Event Production	8.58
Vail Honeywagon	Event Production	570.00
VOCI LLC	Event Production	1,000.00
Walking Mountains Science Center	Event Production	3,324.00
Total Marketing and Events		**29,745.25**

Engineering		
Meritain Health	Health Insurance	28.20
Cintas Corporation	Office Supplies	33.63
Amazon	Office Supplies	9.65
King Soopers Customer Charges	Office Supplies	17.36
Quill Corporation	Office Supplies	100.57
JB T-Shirts Silkscreen & Embroidery	Uniforms	298.00
Fleet Services	Gas & Oil	581.65
Verizon Wireless, Bellevue	Utility Services	165.56
SKM Services	Repair & Maintenance	200.00
Executech Utah LLC	Computer Support	69.15
Total Engineering		**1,503.77**
TOTAL GENERAL FUND		**264,244.85**
CAPITAL IMPROVEMENTS FUND		
Yarnell, Justin	Use Tax Refund	360.00
Tri-Phase Electric	Traffic Control Improvements	22,034.00
Northwest Colo Council Of Gov.	Project THOR	47,400.00
TOTAL CAPITAL IMPROVEMENTS FUND		**69,794.00**
WASTE WATER FUND		
Meritain Health	Health Insurance	65.79
Western Slope Supplies Inc	Office Supplies	14.90
Mid-American Research Chemical	Operating Supplies	244.00
Eagle Embroidery Inc.	Uniforms	286.32
JB T-Shirts Silkscreen & Embroidery	Uniforms	190.00
Browns Hill Engineering	Repair & Maintenance Supplies	910.00
Fastenal Company	Repair & Maintenance Supplies	98.07
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	3.69
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	81.29
H20 Power Equipment	Repair & Maintenance Supplies	74.14
Hach Company	Repair & Maintenance Supplies	594.00
MLF Enterprises LLC	Repair & Maintenance Supplies	1,200.00
PST Enterprises, Inc	Repair & Maintenance Supplies	49.00
Water Technology Group	Repair & Maintenance Supplies	1,492.00
Fleet Services	Gas & Oil	585.53
Browns Hill Engineering	Communication & Transportation	18.15
Eagle Embroidery Inc.	Communication & Transportation	24.32
Federal Express Corp.	Communication & Transportation	186.50
H20 Power Equipment	Communication & Transportation	135.00
Hach Company	Communication & Transportation	49.75
Mid-American Research Chemical	Communication & Transportation	20.55
Nextrust Inc	Communication & Transportation	343.12
Western Slope Supplies Inc	Communication & Transportation	3.50
Colorado Mtn. News Media	Legal Notices	79.93
Indeed	Legal Notices	132.83
Black Hills Energy	Utility Services	235.12

WASTE WATER FUND (Cont.)

Century Link	Utility Services	1,009.40
Holy Cross Energy	Utility Services	20,577.41
Verizon Wireless, Bellevue	Utility Services	73.18
Info Cubic	Professional Services	9.94
Hoffman, Parker, Wilson & Carberry PC	Legal & Audit	97.50
Veris Environmental LLC	Sludge Disposal	5,017.71
All Pro Sewer And Drains	Sewer Imaging	5,624.50
Browns Hill Engineering	Repair & Maintenance Services	521.30
H20 Power Equipment	Repair & Maintenance Services	525.00
MLF Enterprises LLC	Repair & Maintenance Services	1,800.00
SKM Services	Repair & Maintenance Services	50.00
Executech Utah LLC	Computer Support	127.48
Eagle River Water & Sanitation District	Testing & Permits	1,950.00
Seacrest Group	Testing & Permits	1,215.00
SGS North America Inc	Testing & Permits	1,012.34
American Mechanical Services	Contract Payments	770.00
Horizon Roofing, Inc.	WW Treatment Plant Improvement	262,551.50
TOTAL WASTE WATER FUND		**310,049.76**

WATER FUND

Meritain Health	Health & Life Insurance	944.05
Amazon	Office Supplies	9.64
Cintas Corporation	Office Supplies	33.63
King Soopers Customer Charges	Office Supplies	17.37
Quill Corporation	Office Supplies	100.54
Chemtrade Chemicals Corporation	Operating Supplies	5,337.43
DPC Industries, Inc.	Operating Supplies	1,629.63
Kubwater Resources, Inc.	Operating Supplies	4,447.07
Manley Brothers	Operating Supplies	440.28
JB T-Shirts Silkscreen & Embroidery	Uniforms	588.00
Browns Hill Engineering	Repair & Maintenance Supplies	550.00
Denver Rubber Company	Repair & Maintenance Supplies	332.76
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	230.06
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	204.88
Mega Depot	Repair & Maintenance Supplies	409.16
Municipal Treatment Equip. Inc	Repair & Maintenance Supplies	377.04
Rod's Painting Inc	Repair & Maintenance Supplies	2,000.00
USA Blue Book	Repair & Maintenance Supplies	2,634.23
Fleet Services	Gas & Oil	1,289.60
Core & Main LP	Meters & Related Items/Resale	3,070.00
Core & Main LP	Communication & Transportation	165.50
Denver Rubber Company	Communication & Transportation	23.91
Federal Express Corp.	Communication & Transportation	53.05
Kubwater Resources, Inc.	Communication & Transportation	501.89
Manley Brothers	Communication & Transportation	1,025.00
Mega Depot	Communication & Transportation	12.22
Municipal Treatment Equip. Inc	Communication & Transportation	27.72
Nextrust Inc	Communication & Transportation	343.12
USA Blue Book	Communication & Transportation	31.61

WATER FUND (Cont.)

American Public Works	Legal Notices	313.62
Colorado Mtn. News Media	Legal Notices	563.89
Indeed	Legal Notices	532.54
AmeriGas	Utility Services	1,262.08
Century Link	Utility Services	4,014.09
Holy Cross Energy	Utility Services	15,973.66
Verizon Wireless, Bellevue	Utility Services	219.40
Brendle Group Inc	Professional Services	1,834.75
Info Cubic	Professional Services	14.91
Garfield & Hecht, P.C.	Legal	1,023.19
Hoffman, Parker, Wilson & Carberry PC	Legal	448.50
Resource Engineering Inc	Engineering	711.25
Bureau Of Reclamation	Green Mountain Reservoir	2,237.50
360 Paving LLC	Repair & Maintenance Services	20,770.00
Browns Hill Engineering	Repair & Maintenance Services	1,578.90
Rod's Painting Inc	Repair & Maintenance Services	5,550.00
SKM Services	Repair & Maintenance Services	100.00
Eagle River Water & Sanitation District	Testing & Permits	175.00
Executech Utah LLC	Computer Support	201.50
Browns Hill Engineering	Contract Payments	2,972.00
Hach Company	Contract Payments	10,294.00
Lewan & Associates	Contract Payments	524.90
PR Studio	Contract Payments	2,000.00
US Bank Equipment Finance	Contract Payments	749.42
Ground Engineering Consultants	Tank Replacement	5,150.00
Mott MacDonald	Tank Replacement	13,600.00
Carroll, Vance & Melissa	Violet Lane Water Line	11,350.00
Eagle County Government	Violet Lane Water Line	20,750.00
Hobbs Excavating	Violet Lane Water Line	249,443.68
Powell, William P. & Nancy N.	Violet Lane Water Line	10,000.00
Schmueser, Gordon, Meyer Inc.	Violet Lane Water Line	32,060.49
Ground Engineering Consultants	Lower Basin Water Treatment	1,548.00
MWH Constructors Inc.	Lower Basin Water Treatment	387,058.00
Schmueser, Gordon, Meyer Inc.	Lower Basin Water Treatment	171,933.44
TOTAL WATER FUND		**1,003,788.10**

REFUSE FUND

Nextrust Inc	Communication & Transportation	343.12
Info Cubic	Legal Notices	34.70
Vail Honeywagon	Repair & Maintenance Service	128.00
Vail Honeywagon	Contract Services	47,569.94
TOTAL REFUSE FUND		**48,075.76**

SALES TAX CAPITAL IMPROVMENTS FUND

Colorado Analytical Laboratories Inc	Professional Services	590.00
Kumar & Associates Inc	Professional Services	746.20
Eagle County Solid Waste & Recycling	Construction	188.38
Eagle Lock & Key	Construction	438.50
Gore Range Surveying	Construction	3,052.50

SALES TAX CAPITAL IMPROVMENTS FUND (Cont.)		
JEV Construction Inc.	Construction	39,457.43
NV5, Inc	Construction	3,010.00
Paint Bucket	Construction	310.95
R.J. Thomas Manufacturing Company Inc	Construction	13,545.50
TOTAL SALES TAX CAPITAL IMPROVMENTS FUND		**61,339.46**
CONSERVATION TRUST FUND		
Norris Design, Inc.	Park Improvements	11,738.00
TOTAL CONSERVATION TRUST FUND		**11,738.00**
OPEN SPACE FUND		
Meritain Health	Health Insurance	0.42
Sierra	Uniforms	111.34
Alpine Lumber Co.	R & M Supplies	475.47
Gypsum Eagle Ace Hardware	R & M Supplies	39.92
Signature Signs Inc	R & M Supplies	376.75
Wylaco Supply Co	R & M Supplies	240.29
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	132.99
PST Enterprises, Inc	Vehicle Repair & Maintenance Supplies	15.35
Fleet Services	Gas & Oil	243.64
PST Enterprises, Inc	Gas & Oil	20.51
Info Cubic	Professional Services	31.40
Vail Honeywagon	Repair & Maintenance Services	242.00
Executech Utah LLC	Computer Support	40.77
Mountain Pest Control, Inc.	Weed & Pest Control	980.00
TOTAL OPEN SPACE FUND		**2,950.85**
TOTAL		**$ 1,771,980.78**
TOTAL PAYROLL		**$ 283,564.56**
GRAND TOTAL		**$ 2,055,545.34**

To: Mayor and Town Board of Trustees

From: April Kroner, Community Development Director – Town Planner

Date: August 8, 2019

Agenda Item: Eagle Landing at Brush Creek Townhomes, Phase 2 Townhome Plat

REQUEST:
The applicant, Gold Dust Capital Partners, LLC is requesting approval of a Townhome Plat to re-subdivide Tract B of Eagle Landing at Brush Creek Townhomes into two tracts (B-1 and C), and within Tract C create 11 townhome units and approximately one-half acre of common space. In addition, numerous easements are included.

BACKGROUND:
In February of 2018, the Town Board of Trustees approved a Major Development Permit and executed a Development Improvements Agreement for the Eagle Landing at Brush Creek Townhome project located at 58 Sylvan Lake Rd. The project was approved for 42 townhome units comprised of 38 two-bedrooms and 4 one-bedrooms. The project was to be constructed in three phases; Phase 1 has already been completed. (see attached Phasing Plan).

The subject Plat is for a *portion* of Phase 2 as identified in the Development Permit and Development Improvements Agreement for the project, including buildings B, C & D and internal roads, infrastructure, landscaping and parking to serve said buildings. Another condo/townhome plat will be completed in the near future to include the remainder of the buildings and improvements in Phase 2 (Bldg A – LERP units and Bldg J, and Highway 6 full access).

ANALYSIS:
The plat has been reviewed by Public Works, Engineering, Planning, Town Attorney, and a third-party surveyor to ensure that the document has been prepared accordingly. All comments provided to the applicant have been adequately addressed. Staff finds the application complies with the Town's subdivision and zoning regulations.

PUBLIC COMMENT:
Per the Land Use and Development Code, an Administrative Hearing was noticed and held on August 6, 2019. There were no members of the public present and there have been no comments submitted for the project.

BUDGET:
None.

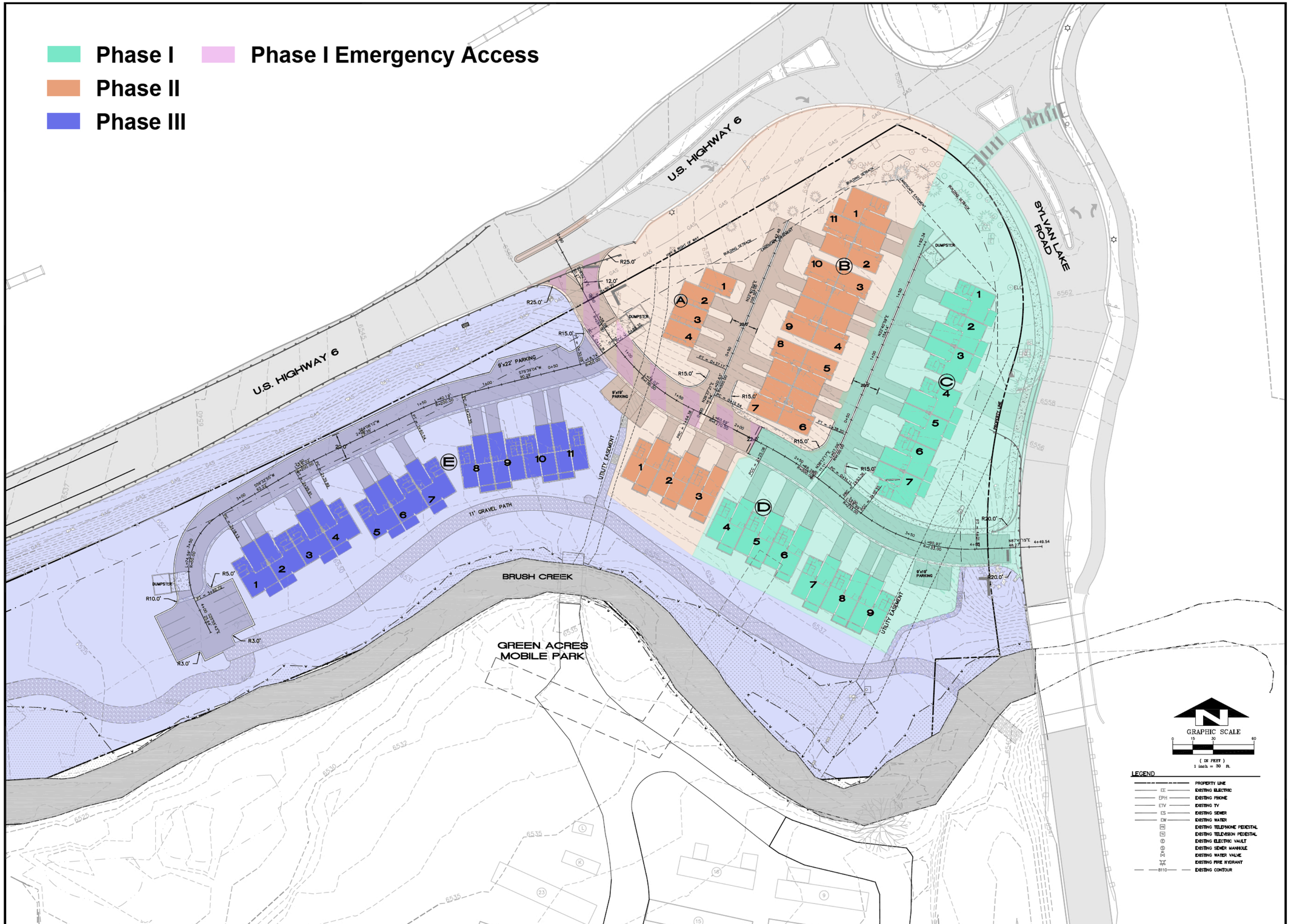
STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:
This project supports Major Objective 5 (Stimulate Economic Vitality, Development) and Major Objective 8 (Housing Availability and Affordability). The project began a couple years ago and staff has worked with the owner/developer to continue build-out of the original proposal as previously approved.

STAFF RECOMMENDATION:

Approval of the Final Plat for Eagle Landing at Brush Creek, Phase 2.

ATTACHMENTS:
1. Approved Phasing Plan
2. Final Plat Eagle Landing at Brush Creek Townhomes, Phase 2
3. Resolution No 37

Eagle Landing at Brush Creek
Phasing Plan



FINAL PLAT

EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 2

A RESUBDIVISION OF TRACT B, EAGLE LANDING AT BRUSH CREEK TOWNHOMES
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

VICINITY MAP

GENERAL NOTES:

1) DATE OF SURVEY: MAY, 2018.

2) BEARINGS BASED UPON THE LINE CONNECTING THE MONUMENT FOUND IN PLACE MARKING THE BOUNDARY OF U.S. HIGHWAY 6 & 24, A 2 ½" CDOT BRASS CAP MONUMENT SET IN CONCRETE AND THE MONUMENT FOUND IN PLACE MARKING THE POINT OF CURVATURE OF THE SUBJECT PARCEL BOUNDARY BEING A No. 5 REBAR WITH A 2" ALUMINUM CAP MARKED "PE & RLS #23089 EAGLE TOWN BOUNDARY", SAID BEARING BEING N66°51'21"E (PER THE RECORD PLAT OF WEST EAGLE ADDITION, FILING No. 2, RECORDED FEBRUARY 27, 2006) SEE SHEET 2.

3) MONUMENTATION AS INDICATED HEREON.

4) THE SOLE PURPOSES OF THIS PLAT ARE TO CREATE THE TOWNHOUSE UNITS, COMMON PARCEL, FUTURE DEVELOPMENT PARCEL AND EASEMENTS AS INDICATED HEREON.

5) THE BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE PER THE RECORD PLAT FOR THE SUBJECT PROPERTY AND TITLE SEARCH PERFORMED BY LAND TITLE GUARANTEE COMPANY, ORDER No. ABC50052658-5, DATED APRIL 23, 2019 AT 5:00 P.M.

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

7) ALL REFERENCES TO RECORD DOCUMENTS ARE TO THOSE OF THE REAL ESTATE RECORDS OF THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER.

8) UNITS INDICATED HEREON ARE IN U.S. SURVEY FEET.

9) THE OPEN SPACE EASEMENT CREATED BY THE PLAT OF EAGLE LANDING AT BRUSH CREEK TOWNHOMES RECORDED OCTOBER 29, 2018 AT RECEPTION No. 201818463 IS FOR THE PURPOSES OF FISHING ACCESS, RECREATIONAL TRAILS, PASSIVE OPEN SPACE AND LANDSCAPING AS DEFINED IN ORDINANCE NO. 25, SERIES 2013 RECORDED DECEMBER 10, 2013 UNDER RECEPTION NO. 201324382.

10) BY VIRTUE OF THIS PLAT THE TOWN OF EAGLE SHALL BE ALLOWED INGRESS AND EGRESS TO MAINTAIN PUBLIC UTILITY STRUCTURES AND THEIR ASSOCIATED EASEMENTS WITHIN THE SUBJECT PROPERTY UTILIZING ALL PRIVATE ROADS WITHIN THE EAGLE LANDING AT BRUSH CREEK TOWNHOMES PROPERTY.

PER SAID TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, EAGLE LANDING AT BRUSH CREEK TOWNHOMES ARE SUBJECT TO THE FOLLOWING:

11) TERMS, CONDITIONS AND PROVISIONS OF A TEN FOOT WIDE EAGLE TELECOMMUNICATIONS INC./COLORADO RIGHT OF WAY EASEMENT FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, OPERATION AND MAINTENANCE OF A TELEPHONE LINE OR SYSTEM WITH APPURTENANT STRUCTURE RECORDED DECEMBER 24, 1985 IN BOOK 432 AT PAGE 779, AND AS SHOWN ON THE ALTA/ACSM SURVEY PREPARED BY ROGER W. MEYER, PLS NO. 26967, DATED MAY 8, 1999.

12) TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AND UTILITIES AGREEMENT BY AND BETWEEN EAST EAGLE RANCH LLC, A DELAWARE LIMITED LIABILITY COMPANY AND ROGER HESSLETINE RECORDED SEPTEMBER 08, 1999 AT RECEPTION NO. 707788, AND AS AMENDED IN INSTRUMENT RECORDED SEPTEMBER 26, 2000 AT RECEPTION NO. 740056.

13) RIGHT OF WAY EASEMENT AS GRANTED TO HOLY CROSS ENERGY IN INSTRUMENT RECORDED MARCH 22, 2000, AT RECEPTION NO. 725251.

14) TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 1, SERIES OF 2006 RECORDED FEBRUARY 27, 2006 AT RECEPTION NO. 200604680.

15) EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF WEST EAGLE ADDITION, FILING 2 RECORDED FEBRUARY 27, 2006 UNDER RECEPTION NO. 200604681.

16) TERMS, CONDITIONS AND PROVISIONS OF MAINTENANCE AND EASEMENT AGREEMENT RECORDED MAY 07, 2010 AT RECEPTION NO. 201008707.

17) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 25, SERIES 2013 RECORDED DECEMBER 10, 2013 UNDER RECEPTION NO. 201324382.

18) TERMS, CONDITIONS AND PROVISIONS OF PUBLIC SEWER EASEMENT AND AGREEMENT RECORDED OCTOBER 26, 2016 AT RECEPTION NO. 201618090.

19) TERMS, CONDITIONS AND PROVISIONS OF DEVELOPMENT IMPROVEMENTS AGREEMENT, SYLVAN LAKE ROUND-ABOUT PLANNED UNIT DEVELOPMENT RECORDED JANUARY 23, 2017 AT RECEPTION NO. 201701157.

20) TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 29 (SERIES OF 2016) RECORDED JANUARY 27, 2017 AT RECEPTION NO. 201701532.

21) TERMS, CONDITIONS AND PROVISIONS OF TOWN OF EAGLE DEVELOPMENT IMPROVEMENTS, ESCROW AND DISBURSEMENT AGREEMENT RECORDED JANUARY 27, 2017 AT RECEPTION NO. 201701533.

22) TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AMENDED AND RESTATED MAINTENANCE AND EASEMENT AGREEMENT RECORDED FEBRUARY 7, 2018 UNDER RECEPTION NO. 201802098.

23) TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 05 (SERIES OF 2018) RECORDED MARCH 23, 2018 AT RECEPTION NO. 201804385.

24) TERMS, CONDITIONS AND PROVISIONS OF TRENCH, CONDUIT, AND VAULT AGREEMENT RECORDED JUNE 12, 2018 AT RECEPTION NO. 201809972.

25) EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF EAGLE LANDING AT BRUSH CREEK TOWNHOMES RECORDED OCTOBER 29, 2018 UNDER RECEPTION NO. 201818463.

26) RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED OCTOBER 29, 2018, UNDER RECEPTION NO. 201818499.

27) TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN HOLY CROSS ENERGY UNDERGROUND RIGHT-OF-WAY EASEMENT RECORDED MARCH 07, 2019 UNDER RECEPTION NO. 201903128.

Gore Range Surveying, LLC
P.O Box 15
Avon, CO 81620
(970) 479-8698 • fax (970) 479-0055

Certificate of Ownership and Dedication

We, Gold Dust Capital Partners, LLC, a Colorado limited liability company, the sole owner in fee simple of all that real property described as follows:

Tract B, Eagle Landing at Brush Creek Townhomes, according to the plat thereof recorded October 29, 2018 at Reception No. 201818463, County of Eagle, State of Colorado

have by these presents laid out, platted and subdivided the same into units as shown on this plat and designate the same as Eagle Landing at Brush Creek Townhomes - Phase 2, situated in the Town of Eagle, County of Eagle, State of Colorado; and do hereby grant, convey, dedicate and set apart to the Town of Eagle, County of Eagle, Colorado, for public use the streets shown hereon, including avenues, drives, courts, places and alleys, the public lands shown hereon for their indicated public use and the utility and drainage easements shown hereon for utility and drainage purposes only.

We hereby accept the responsibility for the completion of all required public improvements for the Subdivision, and further, hereby grant the right to install and maintain all necessary structures to the entity responsible for providing the services for which the easements are established.

We further state that this subdivision shall be subject to the protective covenants filed and recorded for this subdivsion in the offices of the Clerk and Recorder of Eagle County, Colorado, in Book _____ at Page _____, as Document No. _____.

EXECUTED this _____ day of _____, A.D., 2019.

Owner: Gold Dust Capital PArtners, LLC
a Colorado limited liability company

By: _____

Title: _____

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing Certificate of Ownership was acknowledged before me this ____ day of _____, A.D., 2019, by _____ as _____ of Gold Dust Capital Partners, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires:_____

_____
Notary Public

Mortgagee or Lienholders Certificate

ANB Bank does hereby certify that it is the holder of a deed of trust against the lands shown on this plat and hereby consents to the subdivision of the lands shown hereon.

EXECUTED this _____ day of _____, A.D., 2019.

By: _____

Title: _____

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing Certificate of Ownership was acknowledged before me this ____ day of _____, A.D., 2019, by _____ as _____ of ANB Bank.

Witness my hand and official seal.

My Commission expires:_____

_____
Notary Public

Title Certificate

Land Title Guarantee Company does hereby certify that it has examined the title to all lands shown on this Plat and that title to such lands is vested in Gold Dust Capital Partners, LLC, a Colorado limited liability company, free and clear of all liens and encumbrances, except as follows:

_____
_____
_____
_____
_____
_____
_____
_____

Executed this _____ day of _____, A.D., 2019.

_____
Title Examiner

Board of Trustees Certificate

This plat approved by the Board of Trustees of the Town of Eagle, Colorado, this ____ day of _____, A.D., 2019, for filing with the Clerk and Recorder of Eagle County, Colorado; subject to the provisions that approval in no way obligates the Town of Eagle for financing or constructing of improvements on said lands, streets or easements dedicated to the public except as specifically agreed to by the Board of Trustees of the Town of Eagle. Further, said approval in no way obligates the Town of Eagle for maintenance of public improvements until construction of said improvements has been completed in accordance with the Town of Eagle's specifications and the Town of Eagle has agreed to accept said improvements. This approval does not guarantee that the size, soil conditions, sub-surface geology, ground water conditions, or flooding conditions of any lot shown hereon are such that a building permit, development permit or any other required permit will be issued. This approval is with the understanding that all expenses involving required improvements for all utility services, paving, grading, landscaping, curbs, gutters, sidewalks, road lighting, road signs, flood protection devices, drainage structures, and all other improvements that may be required shall be the responsibility of the owners designated hereon and not the Town of Eagle, unless otherwise specifically agreed to in writing by the Board of Trustees.

Town of Eagle, Colorado

By: _____
Mayor

Witness my hand and seal of the Town of Eagle, Colorado

ATTEST:

_____
Town Clerk

Planning Commission Certificate

This plat approved by the Town of Eagle Planning Commission the _____ day of _____, A.D., 2019.

_____
Chairman

Surveyor's Certificate

I, Samuel H. Ecker, do hereby certify that I am a professional land surveyor licensed under the laws of the State of Colorado, that this plat is a true, correct and complete plat of Eagle Landing at Brush Creek Townhomes - Phase 2, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and/or under my supervision and correctly shows the location and dimensions of the lots, staked upon the ground in compliance with Title 38, Article 51, C.R.S., as amended, and all other regulations governing the subdivision of land.

Executed this _____ day of _____, A.D., 2019.

_____
Samuel H. Ecker
Colorado P.L.S. No. 30091

Certificate of Taxes Paid

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable upon all parcels of real estate described on this plat are paid in full as of _____.
Dated this _____ day of _____, A.D., 2019.

_____
Treasurer of Eagle County

Clerk and Recorder's Certificate

This Plat was filed for record in the office of the Eagle County Clerk and Recorder at_____ o'clock ___, on the_____ day of _____, 2019 and is duly recorded at Reception No._____.

EAGLE COUNTY CLERK AND RECORDER

By:_____, Deputy

Declarations or Protective Covenants are filed at Reception No. _____

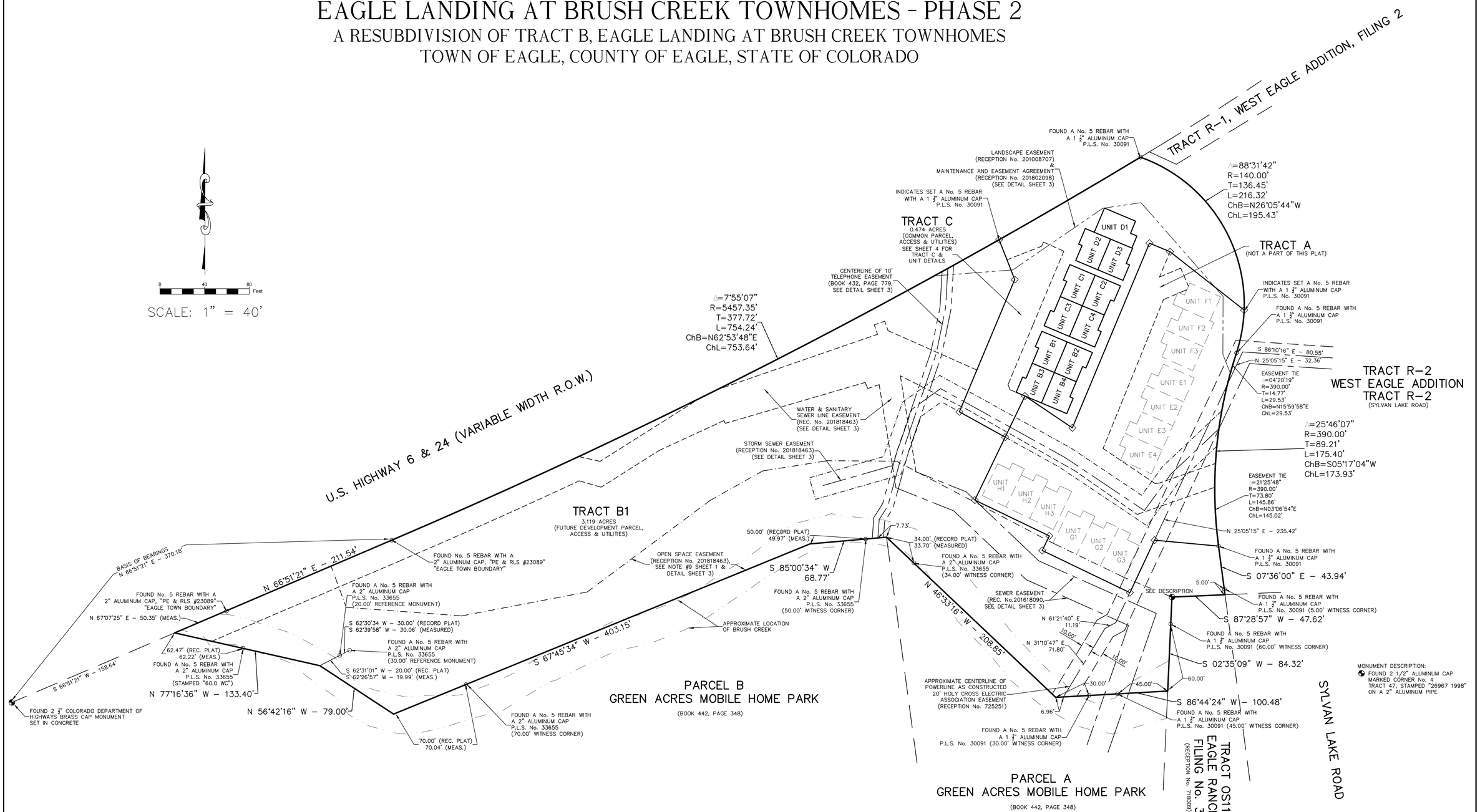
FINAL PLAT
EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 2
A RESUBDIVISION OF TRACT B, EAGLE LANDING AT BRUSH CREEK TOWNHOMES
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

DRAWN BY:	SE	DATE:	8/2/2019
CHECKED BY:	SE	DRAWING NO.:	18-1037plat2
JOB NO.:	18-1037	SHEET	1 OF 4

FINAL PLAT

EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 2

A RESUBDIVISION OF TRACT B, EAGLE LANDING AT BRUSH CREEK TOWNHOMES
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO



Gore Range Surveying, LLC
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Avon, CO 81620
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FINAL PLAT
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A RESUBDIVISION OF TRACT B, EAGLE LANDING AT BRUSH CREEK TOWNHOMES
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

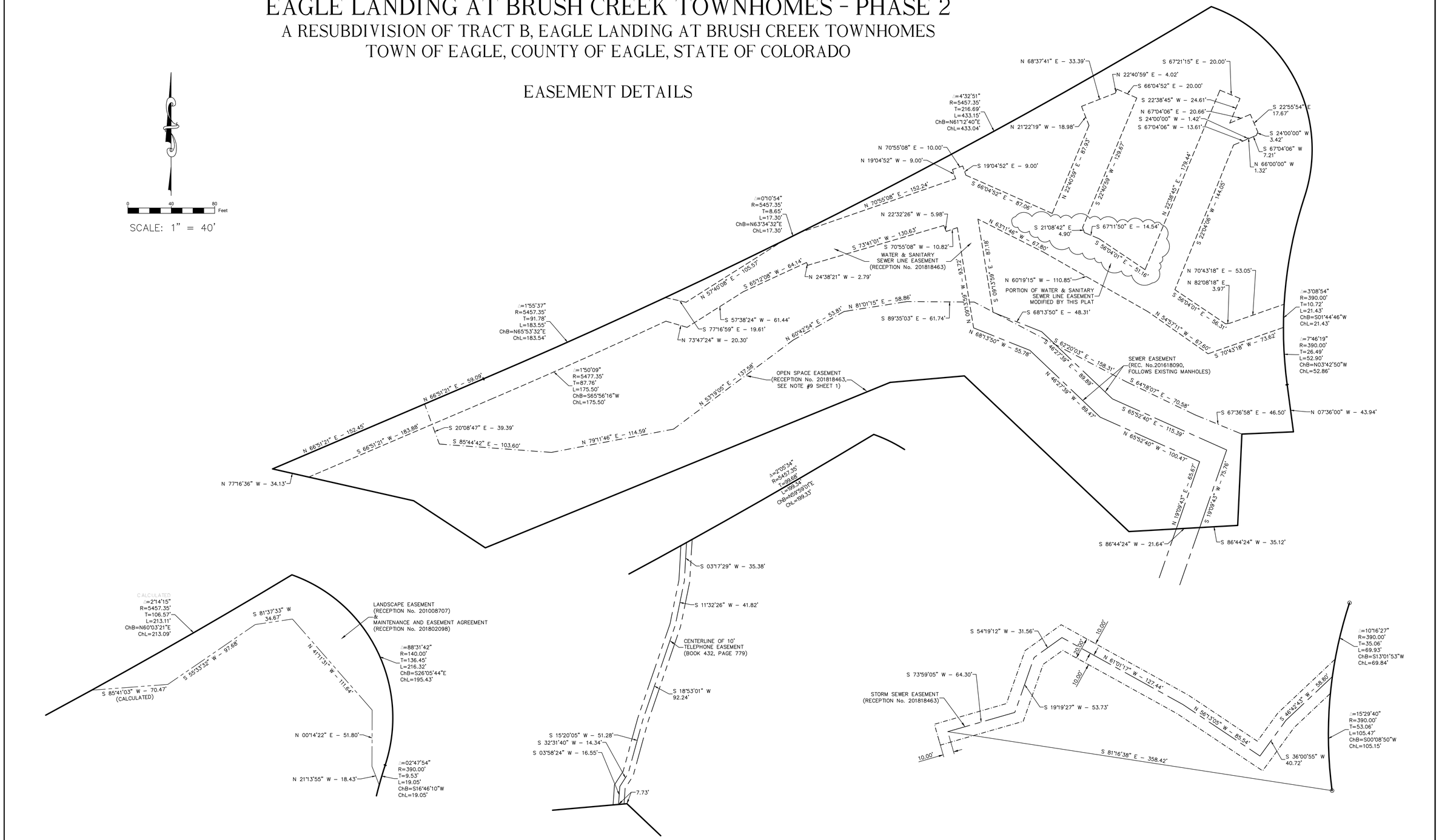
DRAWN BY:	SE	DATE:	8/2/2019
CHECKED BY:	SE	DRAWING NO.:	18-1037plat2
JOB NO.:	18-1037	SHEET	2 OF 4

FINAL PLAT

EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 2

A RESUBDIVISION OF TRACT B, EAGLE LANDING AT BRUSH CREEK TOWNHOMES
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

EASEMENT DETAILS



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A RESUBDIVISION OF TRACT B, EAGLE LANDING AT BRUSH CREEK TOWNHOMES
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

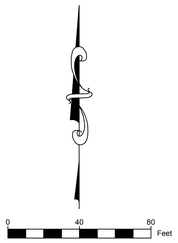
DRAWN BY:	SE	DATE:	8/2/2019
CHECKED BY:	SE	DRAWING NO.:	18-1037plat2
JOB NO.:	18-1037	SHEET	3 OF 4

FINAL PLAT

EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 2

A RESUBDIVISION OF TRACT B, EAGLE LANDING AT BRUSH CREEK TOWNHOMES
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

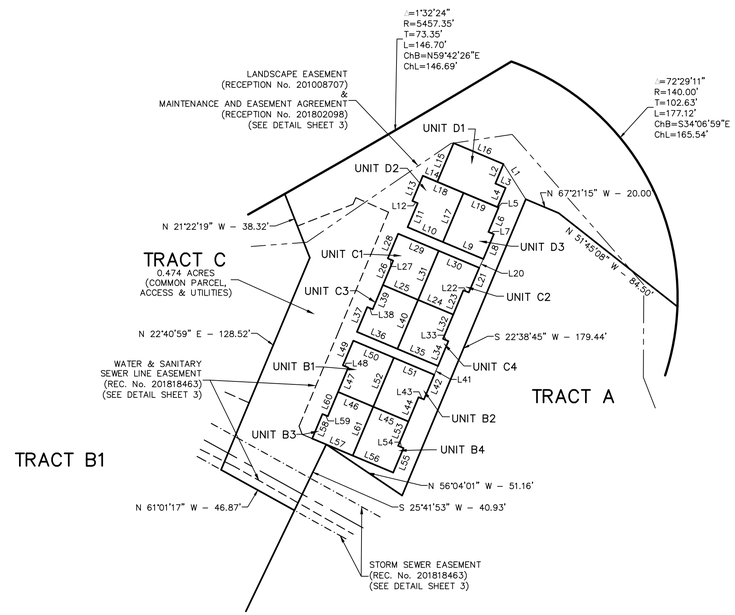
UNIT AND TRACT C DETAILS



SCALE: 1" = 40'

LAND USE SUMMARY:

PARCEL	AREA	USE	ADDRESS
UNIT B1	0.016 ACRES	TOWNHOUSE UNIT	4 UNEVA COURT
UNIT B2	0.016 ACRES	TOWNHOUSE UNIT	3 SHEDHORN COURT
UNIT B3	0.016 ACRES	TOWNHOUSE UNIT	2 UNEVA COURT
UNIT B4	0.016 ACRES	TOWNHOUSE UNIT	1 SHEDHORN COURT
UNIT C1	0.016 ACRES	TOWNHOUSE UNIT	14 UNEVA COURT
UNIT C2	0.016 ACRES	TOWNHOUSE UNIT	23 SHEDHORN COURT
UNIT C3	0.016 ACRES	TOWNHOUSE UNIT	12 UNEVA COURT
UNIT C4	0.016 ACRES	TOWNHOUSE UNIT	21 SHEDHORN COURT
UNIT D1	0.018 ACRES	TOWNHOUSE UNIT	33 SHEDHORN COURT
UNIT D2	0.016 ACRES	TOWNHOUSE UNIT	22 UNEVA COURT
UNIT D3	0.016 ACRES	TOWNHOUSE UNIT	31 SHEDHORN COURT
TRACT B1	3.119 ACRES	FUTURE DEVELOPMENT, ACCESS & UTILITIES	
TRACT C	0.474 ACRES	COMMON AREA, ACCESS & UTILITIES	
TOTAL =	3.771 ACRES		



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N32°10'45"W	23.30
L2	S22°48'06"W	11.83
L3	S67°11'54"E	6.25
L4	S22°48'06"W	11.71
L5	S67°11'54"E	0.67
L6	S22°48'06"W	14.71
L7	S67°11'54"E	3.25
L8	S22°48'06"W	15.08
L9	N67°11'54"W	24.54
L10	N67°11'54"W	21.37
L11	N22°48'06"E	14.58
L12	N67°11'54"W	3.25
L13	N22°48'06"E	15.21
L14	S67°11'54"E	8.75
L15	N22°48'06"E	23.54
L16	S67°11'54"E	30.25
L17	N22°48'06"E	29.79
L18	S67°11'54"E	24.63
L19	S67°11'54"E	21.29
L20	S25°00'18"W	5.42
L21	S22°48'06"W	15.00

LINE TABLE		
LINE #	BEARING	DISTANCE
L22	N67°11'54"W	3.25
L23	S22°48'06"W	14.75
L24	N67°11'54"W	21.29
L25	N67°11'54"W	21.38
L26	N22°48'06"E	14.75
L27	N67°11'54"W	3.25
L28	N22°48'06"E	15.00
L29	S67°11'54"E	24.63
L30	S67°11'54"E	24.54
L31	N22°48'06"E	29.75
L32	S22°48'06"W	14.75
L33	S67°11'54"E	3.25
L34	S22°48'06"W	15.00
L35	N67°11'54"W	24.54
L36	N67°11'54"W	24.62
L37	N22°48'06"E	15.00
L38	S67°11'54"E	3.25
L39	N22°48'06"E	14.75
L40	N22°48'06"E	29.75
L41	S22°15'52"W	5.33
L42	S22°48'10"W	15.00

LINE TABLE		
LINE #	BEARING	DISTANCE
L43	N67°11'50"W	3.25
L44	S22°48'10"W	14.75
L45	N67°11'50"W	21.29
L46	N67°11'50"W	21.38
L47	N22°48'10"E	14.75
L48	N67°11'50"W	3.25
L49	N22°48'10"E	15.00
L50	S67°11'50"E	24.62
L51	S67°11'50"E	24.54
L52	N22°48'10"E	29.75
L53	S22°48'10"W	14.75
L54	S67°11'50"E	3.25
L55	S22°48'10"W	14.86
L56	N67°11'50"W	24.54
L57	N67°11'50"W	24.62
L58	N22°48'10"E	14.86
L59	S67°11'50"E	3.25
L60	N22°48'10"E	14.75
L61	N22°48'10"E	29.61

Gore Range Surveying, LLC
P.O Box 15
Avon, CO 81620
(970) 479-8698 • fax (970) 479-0055

FINAL PLAT
EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 2
A RESUBDIVISION OF TRACT B, EAGLE LANDING AT BRUSH CREEK TOWNHOMES
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

DRAWN BY:	SE	DATE:	8/2/2019
CHECKED BY:	SE	DRAWING NO.:	18-1037plat2
JOB NO.:	18-1037	SHEET	4 OF 4

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 37
(Series of 2019)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO APPROVING THE FINAL PLAT FOR EAGLE LANDING AT BRUSH CREEK TOWNHOMES PHASE 2

WHEREAS, Gold Dust Partners, LLC owns the real property located at 58 Sylvan Lake Road, Town of Eagle, Eagle County, Colorado (the "Property");

WHEREAS, on June 26, 2019, Brad Hagedorn (the "Applicant") submitted an application for approval of a final plat for Eagle Landing at Brush Creek Townhomes, Please 2 (the "Final Plat");

WHEREAS, Town staff has determined that the Final Plat complies with the Town's subdivision and zoning regulations;

WHEREAS, the Planning Commission held a properly-noticed public hearing on August 6, 2019 and recommended that the Board of Trustees approve the Final Plat; and

WHEREAS, the Board of Trustees held a properly-noticed public hearing on August 13, 2019 to consider the Final Plat.

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

Section 1. The Board of Trustees finds that the Final Plat complies with all applicable provisions of the Eagle Municipal Code and that approval of the Final Plat is in the best interest of the public health, safety and welfare.

Section 2. Based on the foregoing findings, the Board of Trustees hereby approves the Final Plat for Eagle Landing at Brush Creek Townhomes Phase 2 with the following conditions:

INTRODUCED, READ, PASSED AND ADOPTED ON AUGUST 13, 2019.

TOWN OF EAGLE, COLORADO

_____
Anne McKibbin, Mayor

ATTEST:

_____
Jenny Rakow, Town Clerk

To: Mayor and Board of Trustees

From: Brandy Reitter, Town Manager

Date: August 13, 2019

Re: Town Manager Report

Administration & Organization

The BOT requested a few items from the meeting July 23. Some of those items are provided below or are attached to this report. Staff will provide another follow up status list showing previously requested items and anything new:

- List of community requests spent in 2019 – the report is attached.
- Budget to actuals report for 2019 – the report is attached.
    - The revenues are through June – we have a two-month lag for sales tax.
    - Journal entries are current through June.
    - We need to change the title of the report called 1st quarter 2017.
    - Let staff know if you want more/less detail.
    - We will provide these reports at the beginning of every month.
    - We will provide a staff memo summarizing any highlights in September.
- Verify if exempt employees can use electronic time tracking.
    - Yes, they can even though total hours worked will always equal 80. Exempt employees already track time using paper timesheets. This is helpful for capturing any leave an employee takes.
- The Doodle Poll for a joint work session was sent out. The date that works best for everyone is August 20.
- Consideration of a dismount zone for Broadway – staff needs direction from the BOT to bring a policy forward.

<u>2020 Budget Development Process:</u>
Staff has been working on the 2020 budget process and the next steps are below:

- Conducted an initial review of operating budgets with each department August 5 – 9.
- 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

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

- Staff is working on water quality and velocity testing this month.
- Public works completed the reconstruction of the River Side Trail.
- The next executive committee meeting will be scheduled towards the end of the month.

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

- The consultants have transitioned the project over to April.
- Staff will work on grant reimbursements for the project before the end of the year
- The comprehensive plan is projected to be completed January of 2020.

Broadband – There are several updates on broadband in Eagle:

Comcast:

- Staff sent Comcast a revised version of the Franchise Agreement on August 9. It took a little long than anticipated because of the attorney's workload. We expect to receive feedback from Comcast over the next two weeks.

THOR:

Feasibility Study:

- Staff is waiting on approval from the Department of Local Affairs to let us move forward with the feasibility study. We should get approval next week.

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

- August 11 – Economic Vitality Committee meeting
- August 13 – Meeting with the Superintendent of the school district
- August 14 – Panelist at the Vail Valley Business Women's Award Event
- August 15 – THOR steering committee meeting

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

- August 16 – Mayor Manager Coffee at Yetis at 9 AM.

Sincerely,

Brandy Reitter

Brandy Reitter
Town Manager

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
*			01/01/2019 (00/19) Balance	.00	.00	.00
*			01/31/2019 (01/19) Period Totals ***	.00	.00	.00
*						
12/21/2018*	AP	9.0001	EVHS PROJECT GRADUATION	500.00	.00	500.00
01/11/2019*	AP	20.0001	PORCHLIGHT PLAYERS	500.00	.00	1,000.00
01/16/2019*	AP	76.0001	CORAZON DE ESPERANZA, INC.	250.00	.00	1,250.00
01/24/2019*	AP	235.0001	VAIL VALLEY PARTNERSHIP	4,650.00	.00	5,900.00
01/30/2019*	AP	204.0001	RED RIBBON PROJECT	300.00	.00	6,200.00
02/08/2019*	AP	312.0001	EAGLE CHAMBER OF COMMERCE	4,675.00	.00	10,875.00
*			02/28/2019 (02/19) Period Totals ***	10,875.00	.00	10,875.00
*						
02/07/2019*	AP	196.0001	YOGA OFF BROADWAY	375.00	.00	11,250.00
02/12/2019*	AP	163.0001	RADIATE LIVE EVENTS	1,000.00	.00	12,250.00
02/28/2019*	AP	450.0001	ALWAYS MOUNTAIN TIME	1,000.00	.00	13,250.00
*			03/31/2019 (03/19) Period Totals ***	2,375.00	.00	13,250.00
*						
04/01/2019*	AP	211.0001	EAGLE RIVER WATERSHED COUNCIL	250.00	.00	13,500.00
*			04/30/2019 (04/19) Period Totals ***	250.00	.00	13,500.00
*						
04/16/2019*	AP	109.0001	NOVAK, TARA	1,000.00	.00	14,500.00
05/03/2019*	AP	303.0001	BRAVO! VAIL VALLEY MUSIC FESTIVAL	200.00	.00	14,700.00
*			05/31/2019 (05/19) Period Totals ***	1,200.00	.00	14,700.00
*						
04/24/2019*	AP	400.0001	TOWN OF GYPSUM	9,000.00	.00	23,700.00
06/10/2019*	AP	424.0001	SPEAK UP REACH OUT	550.00	.00	24,250.00
*			06/30/2019 (06/19) Period Totals ***	9,550.00	.00	24,250.00
*						
04/05/2019*	AP	493.0001	FRIENDS OF EAGLE CO	1,000.00	.00	25,250.00
*			07/31/2019 (07/19) Period Totals ***	1,000.00	.00	25,250.00
*						

Amount type: Actual
Display: Reference detail

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
*			08/31/2019 (08/19) Period Totals ***	.00	.00	25,250.00

Amount type: Actual
Display: Reference detail

Report Criteria:
- Print Fund Titles
- Page and Total by Fund
- Print Source Titles
- Total by Source
- Print Department Titles
- Total by Department
- All Segments Tested for Total Breaks

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
Fund: 01							
01-10100	CASH ALLOCATED TO OTHER FUNDS	2,943,339.11-	1,268,881.35	1,674,457.76-	**.00**	1,674,457.76	.00
Fund: 01 Revenue Total:		.00	.00	.00	**.00**	.00	.00
Fund: 01 Expenditure Total:		.00	.00	.00	**.00**	.00	.00
Net Total Fund: 01:		2,943,339.11-	1,268,881.35	1,674,457.76-	**.00**	1,674,457.76	.00

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
GENERAL FUND							
TAX REVENUE							
10-431-10	GENERAL PROPERTY TAX	291,498.01	211,302.43	211,302.43	**311,419**	100,116.57	68%
10-431-20	SPECIFIC OWNERSHIP TAX	14,764.87	6,889.65	6,889.65	**14,700**	7,810.35	47%
10-431-30	SALES TAX	4,274,297.67	2,206,678.79	2,206,678.79	**4,306,797**	2,100,118.21	51%
10-431-31	SALES TAX - MARIJUANA	48,530.99	31,029.05	31,029.05	**45,000**	13,970.95	69%
10-431-40	SALES TAX CAPITAL IMPROVEMENTS	.00	.00	.00	**.00**	.00	.00
10-431-42	TAX REVENUE SHARING	.00	.00	.00	**.00**	.00	.00
10-431-44	SEVERENCE TAX	211.87	.00	.00	**200**	200.00	.00
10-431-45	FEDERAL MINERAL TAX	244.05	.00	.00	**200**	200.00	.00
10-431-50	FRANCHISE TAX	215,278.14	69,857.30	72,338.46	**220,000**	147,661.54	33%
10-431-60	MARKETING LODGING TAX	149,612.16	46,068.00	46,068.00	**143,820**	97,752.00	32%
10-431-70	OCCUPATION TAX	.00	.00	.00	**.00**	.00	.00
Total TAX REVENUE:		4,994,437.76	2,571,825.22	2,574,306.38	**5,042,136**	2,467,829.62	51%
LICENSE & PERMIT REVENUE							
10-432-10	BUSINESS LICENSES	29,888.75	34,005.00	34,105.00	**28,000**	6,105.00-	122%
10-432-12	LIQUOR LICENSES	6,521.75	5,072.50	5,072.50	**6,000**	927.50	85%
10-432-13	MARIJUANA LICENSES	4,000.00	3,000.00	3,150.00	**4,000**	850.00	79%
10-432-15	MARKETING FEE - LICENSE	7,658.50	4,610.00	4,610.00	**8,000**	3,390.00	58%
10-432-17	MARKETING FEE - HOTELS	.00	.00	.00	**.00**	.00	.00
10-432-20	BUILDING PERMITS	302,233.81	153,294.34	172,859.99	**223,000**	50,140.01	78%
10-432-27	ELECTRICAL PERMITS	30,796.50	18,399.90	18,662.10	**25,000**	6,337.90	75%
10-432-30	ROADCUT PERMITS	300.00	765.00	765.00	**500**	265.00-	153%
10-432-35	SIGN PERMITS	800.00	150.00	150.00	**300**	150.00	50%
10-432-40	SPECIAL EVENT PERMITS	325.00	100.00	100.00	**500**	400.00	20%
Total LICENSE & PERMIT REVENUE:		382,524.31	219,396.74	239,474.59	**295,300**	55,825.41	81%
INTERGOVERNMENTAL REVENUES							
10-433-20	MOTOR VEHICLE LICENSE FEE	30,625.34	12,647.45	12,647.45	**30,000**	17,352.55	42%
10-433-30	HIGHWAY USERS TAX	287,541.46	96,334.50	96,334.50	**246,965**	150,630.50	39%
10-433-40	CIGARETTE TAX	11,416.96	5,203.62	5,203.62	**11,000**	5,796.38	47%
10-433-60	ROAD & BRIDGE TAX	86,509.50	37,337.91	37,337.91	**83,000**	45,662.09	45%
10-433-70	COUNTY SALES TAX	145,770.30	60,538.44	60,538.44	**142,140**	81,601.56	43%
10-433-75	GRANTS	.00	.00	.00	**243,000**	243,000.00	.00
Total INTERGOVERNMENTAL REVENUES:		561,863.56	212,061.92	212,061.92	**756,105**	544,043.08	28%
CHARGES FOR SERVICES							
10-434-10	PLANNING & ZONING FEES	24,911.15	9,327.50	9,327.50	**15,000**	5,672.50	62%
10-434-20	PLANNING & ZONING REIMBURSABL	81,991.89	64,372.21	66,147.21	**100,000**	33,852.79	66%
10-434-25	FACILITY USAGE FEES	50,373.08	40,662.96	43,120.67	**53,550**	10,429.33	81%
10-434-26	FACILITY USAGE DEPOSITS W/H	1,395.00	1,556.68	1,556.68	**.00**	1,556.68-	.00
10-434-28	INSPECTION REIMBURSABLE	.00	.00	.00	**.00**	.00	.00
10-434-29	PLANNING CONTRIBUTIONS-DEVELO	.00	.00	.00	**100,000**	100,000.00	.00
10-434-30	SPONSORSHIP & EVENT REVENUE	29,057.19	28,416.02	28,441.02	**22,000**	6,441.02-	129%
Total CHARGES FOR SERVICES:		187,728.31	144,335.37	148,593.08	**290,550**	141,956.92	51%
FINES & FORFEITURES							
10-435-10	FINES & FORFEITS	44,475.74	25,150.17	25,150.17	**45,000**	19,849.83	56%
10-435-15	POLICE SURCHARGE	2,390.00	1,440.00	1,440.00	**3,000**	1,560.00	48%
10-435-20	POLICE MISCELLANEOUS	8,845.51	2,563.13	2,563.13	**2,000**	563.13-	128%

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
10-435-25	POLICE GRANTS	30,511.41	21,917.69	23,673.69	**20,654**	3,019.69-	115%
10-435-30	SPECIAL DUTY REIMBURSABLE	14,878.00	8,906.00	8,906.00	**39,432**	30,526.00	23%
10-435-35	CHARITABLE ORGANIZATION FEE	505.00	135.00	135.00	**400**	265.00	34%
Total FINES & FORFEITURES:		101,605.66	60,111.99	61,867.99	**110,486**	48,618.01	56%
MISCELLANEOUS REVENUES							
10-436-10	GENERAL FUND INTEREST	200,041.08	61,387.04	61,387.04	**40,000**	21,387.04-	153%
10-436-15	POLICE DEPT INTEREST	.42	.16	.16	**.00**	.16-	.00
10-436-17	PENALTY & INTEREST	623.27-	876.02	876.02	**.00**	876.02-	.00
10-436-20	INFORMATION INTEREST	.00	.00	.00	**.00**	.00	.00
10-436-25	PROPERTY DAMAGE INTEREST	.30	.10	.10	**.00**	.10-	.00
10-436-30	CONTRIBUTION & DONATIONS	.00	.00	.00	**.00**	.00	.00
10-436-40	INFORMATION CENTER SALES	160,800.28	51,240.01	52,650.96	**120,000**	67,349.04	44%
10-436-42	INFOMATION CENTER DONATIONS	608.50	205.00	205.00	**.00**	205.00-	.00
10-436-45	INFORMATION CENTER SALES TAX	14,313.57	5,288.41	5,660.74	**10,680**	5,019.26	53%
10-436-50	RENTAL INCOME	16,943.33	7,520.00	8,740.00	**9,360**	620.00	93%
10-436-70	MISCELLANEOUS	9,460.15	13,901.87	13,901.87	**35,000**	21,098.13	40%
10-436-72	SALE OF FIXED ASSETS	43,000.00	.00	.00	**.00**	.00	.00
10-436-78	INSURANCE PROCEEDS	29,840.04	.00	.00	**.00**	.00	.00
10-436-80	REIMBURSABLE INCOME	.00	1,832.00	1,832.00	**.00**	1,832.00-	.00
10-436-85	CELL PHONE SITE LEASES	.00	.00	.00	**.00**	.00	.00
10-436-90	FIRE DIST. IMPACT FEES	.00	.00	.00	**.00**	.00	.00
10-436-91	LOAN PROCEEDS	.00	.00	.00	**.00**	.00	.00
10-436-92	EMERG.MED. SER. IMPACT FEES	.00	.00	.00	**.00**	.00	.00
10-436-93	SCHOOL FEES - CASH IN LIEU	.00	.00	.00	**.00**	.00	.00
10-436-94	IMPACT FEE ADMINISTRATION FEES	610.95	177.41	177.41	**.00**	177.41-	.00
10-436-96	GRANTS	25,000.00	.00	.00	**.00**	.00	.00
Total MISCELLANEOUS REVENUES:		499,995.35	142,428.02	145,431.30	**215,040**	69,608.70	68%
TRANSFERS FROM OTHER FUNDS							
10-437-20	TRANSFER FROM WATER	89,917.00	.00	.00	**.00**	.00	.00
10-437-30	TRANSFER FROM WASTEWATER	60,460.00	.00	.00	**.00**	.00	.00
10-437-31	TRANSFER FROM CAPITAL IMPROV	.00	.00	.00	**.00**	.00	.00
10-437-40	TRANSFER FROM REFUSE	19,500.00	.00	.00	**16,120**	16,120.00	.00
10-437-80	TRANSFER FROM OPEN SPACE	.00	.00	.00	**.00**	.00	.00
Total TRANSFERS FROM OTHER FUNDS:		169,877.00	.00	.00	**16,120**	16,120.00	.00
USE OF BEGINNING FUND BALANCE							
10-439-99	USE OF BEGINNING FUND BALANCE	.00	.00	.00	**.00**	.00	.00
Total USE OF BEGINNING FUND BALANCE:		.00	.00	.00	**.00**	.00	.00
GENERAL GOVERNMENT							
10-50-110	SALARIES & WAGES	144,032.77	63,632.50	67,838.50	**112,400**	44,561.50	60%
10-50-115	TOWN BOARD	22,800.00	13,300.00	13,300.00	**22,800**	9,500.00	58%
10-50-125	BONUS	2,994.31	.00	.00	**7,472**	7,472.00	.00
10-50-130	CAR ALLOWANCE	5,500.00	1,750.00	1,750.00	**3,000**	1,250.00	58%
10-50-135	MOVING EXPENSE	7,500.00	.00	.00	**.00**	.00	.00
10-50-141	UNEMPLOYMENT INSURANCE	481.66	199.44	211.95	**369**	157.05	57%
10-50-142	WORKERS COMPENSATION	226.90	263.39	263.39	**264**	.61	100%
10-50-143	HEALTH BENEFITS	13,495.86	8,659.18	9,582.29	**35,846**	26,263.71	27%
10-50-144	F.I.C.A.	15,351.11	288.34	607.26	**11,144**	10,536.74	5%
10-50-145	RETIREMENT	905.31	2,094.14	2,280.87	**4,462**	2,181.13	51%

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
10-50-146	WAGE ADJUSTMENT	.00	.00	.00	**.00**	.00	.00
10-50-210	OFFICE SUPPLIES	797.39	398.02	398.02	**1,000**	601.98	40%
10-50-215	ELECTION EXPENSE	21.16	.00	.00	**5,000**	5,000.00	.00
10-50-225	UNIFORMS	.00	.00	.00	**.00**	.00	.00
10-50-235	EQUIPMENT (NON-CAPITAL)	7,373.92	2,328.40	2,328.40	**6,500**	4,171.60	36%
10-50-310	COMMUNICATION & TRANSPORTATIO	148.01	173.54	173.54	**500**	326.46	35%
10-50-320	LEGAL NOTICES	2,093.20	150.00	150.00	**1,000**	850.00	15%
10-50-330	DUES & SUBSCRIPTIONS	18,268.09	22,148.44	22,148.44	**23,974**	1,825.56	92%
10-50-340	UTILITY SERVICES	581.16	316.40	316.40	**1,758**	1,441.60	18%
10-50-347	PROFESSIONAL SERVICES	2,751.45	18,315.79	18,315.79	**26,500**	8,184.21	69%
10-50-351	LEGAL - GENERAL	65,076.57	22,654.50	22,654.50	**40,000**	17,345.50	57%
10-50-352	LEGAL - PROSECUTOR	14,518.50	.00	.00	**.00**	.00	.00
10-50-359	STRATEGIC PLANNING	.00	.00	.00	**.00**	.00	.00
10-50-361	TOWN MANAGER SEARCH	.00	.00	.00	**.00**	.00	.00
10-50-362	COMPUTER SUPPORT	3,498.96	666.62	666.62	**5,475**	4,808.38	12%
10-50-363	COMMUNITY SURVEY	360.00	.00	.00	**.00**	.00	.00
10-50-371	TRAVEL EXPENSE	591.89	3,214.67	3,214.67	**1,500**	1,714.67-	214%
10-50-372	MEETING EXPENSE	1,926.76	1,439.07	1,439.07	**3,700**	2,260.93	39%
10-50-376	PUBLIC RELATIONS	3,732.34	4,159.18	4,159.18	**6,000**	1,840.82	69%
10-50-380	TUITION & BOOKS	6,575.56	2,241.47	2,241.47	**6,800**	4,558.53	33%
10-50-394	EMPLOYEE RECOGNITION	.00	.00	.00	**.00**	.00	.00
10-50-395	CONTRACT PAYMENTS	18,026.76	8,480.00	8,480.00	**23,000**	14,520.00	37%
10-50-510	INSURANCE	20,653.71	27,432.50	27,432.50	**31,250**	3,817.50	88%
10-50-710	CAPITAL OUTLAY	.00	.00	.00	**.00**	.00	.00
10-50-900	CONTINGENCY	.00	.00	.00	**.00**	.00	.00
10-50-915	COMMUNITY REQUESTS	44,813.90	25,250.00	25,250.00	**50,000**	24,750.00	51%
Total GENERAL GOVERNMENT:		425,097.25	229,555.59	235,202.86	**431,714**	196,511.14	54%
GENERAL ADMINISTRATION							
10-51-110	SALARIES & WAGES	377,932.79	143,518.24	153,378.77	**262,049**	108,670.23	59%
10-51-115	TOWN BOARD	.00	.00	.00	**.00**	.00	.00
10-51-118	PLANNING & ZONING	.00	.00	.00	**.00**	.00	.00
10-51-120	OVERTIME	2,403.91	326.82	326.82	**2,196**	1,869.18	15%
10-51-125	BONUS	5,234.54	278.30	278.30	**2,379**	2,100.70	12%
10-51-130	CAR ALLOWANCE	.00	.00	.00	**.00**	.00	.00
10-51-135	MOVING EXPENSE	.00	.00	.00	**.00**	.00	.00
10-51-141	UNEMPLOYMENT INSURANCE	1,152.83	444.83	473.98	**800**	326.02	59%
10-51-142	WORKER'S COMPENSATION	483.74	295.22	295.22	**548**	252.78	54%
10-51-143	HEALTH & LIFE INSURANCE	114,586.63	28,063.33	30,708.83	**87,447**	56,738.17	35%
10-51-144	FICA - EMPLOYER'S	29,400.20	11,342.56	12,085.79	**20,397**	8,311.21	59%
10-51-145	RETIREMENT	22,393.25	9,094.29	9,728.53	**17,636**	7,907.47	55%
10-51-146	WAGE ADJUSTMENT	.00	.00	.00	**.00**	.00	.00
10-51-147	RETIREMENT FEES	1,130.00	.00	.00	**1,000**	1,000.00	.00
10-51-210	OFFICE SUPPLIES	3,259.74	3,431.03	3,431.03	**4,000**	568.97	86%
10-51-225	UNIFORMS	.00	.00	.00	**.00**	.00	.00
10-51-231	VEHICLE REPAIR & MTN SUPPLIES	112.61	.00	.00	**776**	776.00	.00
10-51-232	GAS & OIL	69.93	47.39	47.39	**700**	652.61	7%
10-51-235	EQUIPMENT - SUPPLIES	5,983.34	.00	.00	**3,162**	3,162.00	.00
10-51-270	EMPLOYEE APPRECIATION	2,882.55	672.39	672.39	**1,000**	327.61	67%
10-51-310	COMMUNICATION & TRANSPORTATIO	3,499.75	416.27	416.27	**3,412**	2,995.73	12%
10-51-320	LEGAL NOTICES	4,882.49	2,485.25	2,485.25	**6,500**	4,014.75	38%
10-51-330	DUES & SUBSCRIPTIONS	8,619.74	3,240.87	3,240.87	**10,004**	6,763.13	32%
10-51-340	UTILITY SERVICES	12,841.32	7,873.35	7,873.35	**10,000**	2,126.65	79%
10-51-343	RECRUITMENT	496.75	354.04	354.04	**600**	245.96	59%
10-51-345	C.C. TRANSACTION FEES	18,554.67	11,099.15	11,099.15	**20,725**	9,625.85	54%

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
10-51-347	PROFESSIONAL ADMIN SERVICES	8,848.02	6,698.43	6,698.43	**6,650**	48.43-	101%
10-51-350	LEGAL - REIMBURSABLE	.00	.00	.00	**.00**	.00	.00
10-51-351	LEGAL	.00	1,583.50	1,583.50	**7,600**	6,016.50	21%
10-51-352	AUDITING & ACCOUNTING	29,762.03	18,540.00	18,540.00	**33,000**	14,460.00	56%
10-51-360	REPAIR & MAINTENANCE SERVICES	50.00	.00	.00	**500**	500.00	.00
10-51-362	COMPUTER SUPPORT	47,684.26	53,177.73	53,177.73	**77,665**	24,487.27	68%
10-51-363	COMMUNITY SURVEY	.00	.00	.00	**.00**	.00	.00
10-51-371	TRAVEL	2,687.52	2.20-	2.20-	**2,808**	2,810.20	.00
10-51-372	MEETING EXPENSE	2,377.71	1,134.04	1,134.04	**2,750**	1,615.96	41%
10-51-376	PUBLIC RELATIONS	20.17	.00	.00	**300**	300.00	.00
10-51-378	CONTRACT PLANNING	.00	.00	.00	**.00**	.00	.00
10-51-380	TUITION & BOOKS	4,732.70	4,452.64	4,452.64	**7,820**	3,367.36	57%
10-51-385	TREASURER FEES	8,732.04	5,472.96	5,472.96	**9,000**	3,527.04	61%
10-51-392	EMPLOYEE ASSISTANCE PROGRAM	.00	.00	.00	**.00**	.00	.00
10-51-393	RECORDING DOCUMENTS	58.00	.00	.00	**1,000**	1,000.00	.00
10-51-394	EMPLOYEE RECOGNITION	.00	.00	.00	**.00**	.00	.00
10-51-395	CONTRACT PAYMENTS	6,789.29	3,886.91	3,886.91	**7,650**	3,763.09	51%
10-51-398	MISCELLANEOUS	.55	67.72	67.72	**.00**	67.72-	.00
10-51-420	CASTLE PEAK SENIOR CENTER	.00	.00	.00	**.00**	.00	.00
10-51-450	BOARD SPECIAL FUNDING	.00	.00	.00	**.00**	.00	.00
10-51-510	INSURANCE	17,091.36	23,472.57	23,472.57	**26,739**	3,266.43	88%
10-51-515	INSURANCE - PAVILION	8,387.63	5,541.06	5,541.06	**8,272**	2,730.94	67%
10-51-710	EQUIPMENT PURCHASE	13,465.00	.00	.00	**.00**	.00	.00
10-51-900	CONTINGENCY	.00	.00	.00	**.00**	.00	.00
10-51-915	COMMUNITY REQUESTS	.00	.00	.00	**.00**	.00	.00
10-51-950	TRANSFER TO CAPITAL IMP. FUND	200,000.00	.00	.00	**350,000**	350,000.00	.00
10-51-955	TRANSFER TO REFUSE FUND	.00	.00	.00	**.00**	.00	.00
10-51-960	TRANSFER TO DEBT SERVICE FUND	.00	.00	.00	**.00**	.00	.00
10-51-980	TRANSFER TO OPEN SPACE FUND	8,000.00	.00	.00	**.00**	.00	.00
Total GENERAL ADMINISTRATION:		974,607.06	347,008.69	360,921.34	**997,085**	636,163.66	36%
COMMUNITY DEVELOPMENT							
10-52-110	SALARIES & WAGES	237,058.04	110,892.29	120,979.81	**208,163**	87,183.19	58%
10-52-115	PLANNING & ZONING BOARD	9,100.00	5,600.00	5,600.00	**9,600**	4,000.00	58%
10-52-120	OVERTIME	2,108.10	430.63	430.63	**3,295**	2,864.37	13%
10-52-125	BONUS	2,138.60	.00	1,624.26	**2,275**	650.74	71%
10-52-135	MOVING EXPENSE	.00	.00	.00	**.00**	.00	.00
10-52-141	UNEMPLOYMENT INSURANCE	718.28	344.10	379.03	**642**	262.97	59%
10-52-142	WORKER'S COMPENSATION	1,513.84	367.34	367.34	**503**	135.66	73%
10-52-143	HEALTH BENEFITS	68,984.31	17,013.48	18,368.58	**71,672**	53,303.42	26%
10-52-144	F.I.C.A.	19,014.73	9,203.12	10,094.48	**17,085**	6,990.52	59%
10-52-145	RETIREMENT	7,897.85	4,226.59	4,343.19	**12,690**	8,346.81	34%
10-52-146	WAGE ADJUSTMENT	.00	.00	.00	**.00**	.00	.00
10-52-210	OFFICE SUPPLIES	1,340.82	690.16	690.16	**2,000**	1,309.84	35%
10-52-220	OPERATING SUPPLIES	.00	.00	.00	**.00**	.00	.00
10-52-225	UNIFORMS	431.55	237.17	237.17	**350**	112.83	68%
10-52-230	REPAIR & MAINTENANCE	.00	.00	.00	**.00**	.00	.00
10-52-231	VEHICLE REPAIR & MAINTENANCE	772.65	11.98	11.98	**1,035**	1,023.02	1%
10-52-232	GAS & OIL	296.67	175.20	175.20	**750**	574.80	23%
10-52-235	EQUIPMENT (NON-CAPITAL)	1,052.96	259.29	259.29	**3,250**	2,990.71	8%
10-52-310	COMMUNICATION & TRANSPORTATIO	642.20	512.25	512.25	**7,500**	6,987.75	7%
10-52-320	LEGAL NOTICES	4,078.49	1,141.38	1,141.38	**2,500**	1,358.62	46%
10-52-330	DUES & SUBSCRIPTIONS	908.12	981.16	981.16	**1,435**	453.84	68%
10-52-340	UTILITY SERVICES	1,297.45	781.06	781.06	**4,100**	3,318.94	19%
10-52-343	PERSONNEL SERVICES	840.71	10,134.62	10,134.62	**800**	9,334.62-	1267%

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
10-52-347	PROFESSIONAL SERVICES	64,120.03	138,772.37	138,772.37	**314,000**	175,227.63	44%
10-52-350	PLANNING REIMBURSABLE	81,660.70	115,393.12	115,393.12	**100,000**	15,393.12-	115%
10-52-351	LEGAL	.00	5,419.79	5,419.79	**40,000**	34,580.21	14%
10-52-360	REPAIR & MAINTENANCE	.00	.00	.00	**830**	830.00	.00
10-52-362	COMPUTER SUPPORT	16,636.63	1,348.92	1,348.92	**17,522**	16,173.08	8%
10-52-371	TRAVEL EXPENSE	1,696.19	.00	.00	**2,900**	2,900.00	.00
10-52-372	MEETING EXPENSE	1,809.96	821.54	821.54	**3,300**	2,478.46	25%
10-52-378	CONTRACT SERVICES	101,089.98	38,825.00	38,825.00	**176,350**	137,525.00	22%
10-52-380	TUITION & BOOKS	3,806.16	346.60	346.60	**2,645**	2,298.40	13%
10-52-393	RECORDING DOCUMENTS	339.00	.00	.00	**750**	750.00	.00
10-52-395	CONTRACT PAYMENTS	4,794.44	2,421.87	2,421.87	**4,500**	2,078.13	54%
10-52-510	INSURANCE	.00	.00	.00	**.00**	.00	.00
10-52-710	CAPITAL OUTLAY	5,546.30	.00	.00	**.00**	.00	.00
10-52-900	CONTINGENCY	.00	.00	.00	**.00**	.00	.00
Total COMMUNITY DEVELOPMENT:		641,694.76	466,351.03	480,460.80	**1,012,442**	531,981.20	47%
MUNICIPAL COURT							
10-53-110	SALARIES & WAGES	29,388.38	16,923.05	18,082.71	**36,706**	18,623.29	49%
10-53-120	OVERTIME	4.04	5.05	5.05	**250**	244.95	2%
10-53-125	BONUS	416.89	.00	27.07	**423**	395.93	6%
10-53-141	UNEMPLOYMENT INSURANCE	93.16	52.21	55.76	**113**	57.24	49%
10-53-142	WORKER'S COMPENSATION	37.36	41.39	41.39	**77**	35.61	54%
10-53-143	HEALTH BENEFITS	2,201.89	1,302.41	1,441.14	**3,611**	2,169.86	40%
10-53-144	F.I.C.A.	2,373.13	1,328.95	1,419.23	**2,860**	1,440.77	50%
10-53-145	RETIREMENT	400.08	372.16	398.77	**741**	342.23	54%
10-53-146	WAGE ADJUSTMENT	.00	.00	.00	**.00**	.00	.00
10-53-148	BONUS	.00	.00	.00	**.00**	.00	.00
10-53-210	OFFICE SUPPLIES	229.95	136.71	136.71	**200**	63.29	68%
10-53-220	OPERATING SUPPLIES	323.94	5.50	5.50	**300**	294.50	2%
10-53-230	REPAIR & MAINTENANCE SUPPLIES	.00	9.75	9.75	**50**	40.25	20%
10-53-231	VEHICLE REPAIR & MTN SUPPLIES	.00	.00	.00	**100**	100.00	.00
10-53-232	GAS & OIL	.00	.00	.00	**100**	100.00	.00
10-53-235	EQUIPMENT (NON-CAPITAL)	.00	519.97	519.97	**500**	19.97-	104%
10-53-310	COMMUNICATION & TRANSPORTATIO	.00	.00	.00	**250**	250.00	.00
10-53-320	LEGAL NOTICES	.00	746.20	746.20	**150**	596.20-	497%
10-53-330	DUES & SUBSCRIPTIONS	22.00	22.00	22.00	**100**	78.00	22%
10-53-340	UTILITY SERVICES	71.12	.00	.00	**250**	250.00	.00
10-53-347	PROFESSIONAL SERVICES	.00	.00	.00	**.00**	.00	.00
10-53-351	LEGAL	.00	7,734.00	7,734.00	**17,500**	9,766.00	44%
10-53-357	CONSULTANT	375.00	337.50	337.50	**500**	162.50	68%
10-53-360	REPAIR & MAINTENANCE	.00	105.00	105.00	**125**	20.00	84%
10-53-362	COMPUTER SUPPORT	2,135.10	1,594.00	1,594.00	**4,000**	2,406.00	40%
10-53-370	CONTRACT LABOR	.00	.00	.00	**.00**	.00	.00
10-53-371	TRAVEL EXPENSE	17.77	38.00	38.00	**500**	462.00	8%
10-53-372	MEETING EXPENSE	.00	.00	.00	**100**	100.00	.00
10-53-380	TUITION & BOOKS	50.00	100.00	100.00	**250**	150.00	40%
10-53-391	WITNESS & JURY FEES	.00	.00	.00	**500**	500.00	.00
10-53-392	BOARDING PRISONERS	.00	.00	.00	**200**	200.00	.00
10-53-395	CONTRACT PAYMENTS	91.16	3,460.88	3,460.88	**1,900**	1,560.88-	182%
10-53-450	CHARITABLE ORG FEE DONATION	486.63	.00	.00	**400**	400.00	.00
10-53-510	INSURANCE	.00	.00	.00	**.00**	.00	.00
10-53-710	CAPITAL OUTLAY	.00	.00	.00	**.00**	.00	.00
10-53-900	CONTINGENCY	.00	.00	.00	**.00**	.00	.00

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
Total MUNICIPAL COURT:		38,717.60	34,834.73	36,280.63	**72,756**	36,475.37	50%
STREETS							
10-54-110	SALARIES & WAGES	321,323.84	136,841.11	143,329.52	**259,352**	116,022.48	55%
10-54-120	OVERTIME	14,380.48	21,112.27	21,830.02	**16,470**	5,360.02-	133%
10-54-125	BONUS	8,156.09	1,873.41	1,873.41	**3,055**	1,181.59	61%
10-54-141	UNEMPLOYMENT INSURANCE	1,020.24	499.81	521.16	**837**	315.84	62%
10-54-142	WORKER'S COMPENSATION	14,129.89	12,600.78	12,600.78	**13,517**	916.22	93%
10-54-143	HEALTH & LIFE INSURANCE	106,253.11	27,194.39	28,941.42	**112,216**	83,274.58	26%
10-54-144	FICA - EMPLOYER'S	26,012.77	12,743.67	13,288.09	**21,335**	8,046.91	62%
10-54-145	RETIREMENT	18,373.13	8,626.13	9,053.47	**17,783**	8,729.53	51%
10-54-146	WAGE ADJUSTMENT	.00	.00	.00	**.00**	.00	.00
10-54-210	OFFICE SUPPLIES	1,041.68	571.88	571.88	**1,200**	628.12	48%
10-54-220	OPERATING SUPPLIES	513.39	.00	.00	**2,000**	2,000.00	.00
10-54-225	UNIFORMS	1,292.75	1,399.00	1,399.00	**1,750**	351.00	80%
10-54-230	STREET REPAIR & MTN SUPPLIES	96,742.80	49,592.21	49,592.21	**87,000**	37,407.79	57%
10-54-231	VEHICLE REPAIR & MTN SUPPLIES	37,106.42	12,512.97	12,512.97	**34,299**	21,786.03	36%
10-54-232	GAS & OIL	15,437.56	15,803.50	15,803.50	**36,190**	20,386.50	44%
10-54-235	EQUIPMENT - SUPPLIES	7,970.35	157.00	157.00	**17,839**	17,682.00	1%
10-54-310	COMMUNICATION & TRANSPORTATIO	3,966.13	3,824.80	3,824.80	**4,000**	175.20	96%
10-54-320	LEGAL NOTICES	.00	498.84	498.84	**600**	101.16	83%
10-54-330	DUES & SUBSCRIPTIONS	1,500.00	1,500.00	1,500.00	**2,000**	500.00	75%
10-54-340	UTILITY SERVICES	46,887.51	21,727.67	21,727.67	**48,071**	26,343.33	45%
10-54-347	PROFESSIONAL SERVICES	264.40	507.61	507.61	**400**	107.61-	127%
10-54-351	LEGAL	.00	.00	.00	**500**	500.00	.00
10-54-356	MAPPING	.00	.00	.00	**.00**	.00	.00
10-54-357	R.R. R-O-W LEASE AGREEMENT	100.00	100.00	100.00	**100**	.00	100%
10-54-359	PAVEMENT MANAGEMENT STUDY	2,500.00	.00	.00	**.00**	.00	.00
10-54-360	REPAIR & MAINTENANCE SERVICES	37,157.04	17,975.40	17,975.40	**90,000**	72,024.60	20%
10-54-361	STREET RESURFACING	449,899.40	.00	.00	**500,000**	500,000.00	.00
10-54-362	COMPUTER SUPPORT	2,152.61	420.47	420.47	**2,407**	1,986.53	17%
10-54-365	TREE MANAGEMENT-COMM FOREST	3,800.00	.00	.00	**15,000**	15,000.00	.00
10-54-366	WEED & PEST CONTROL	.00	.00	.00	**.00**	.00	.00
10-54-367	WINTER SNOW EQUIPMENT RENTAL	57,384.94	13,937.42	13,937.42	**94,464**	80,526.58	15%
10-54-369	SEABRY TREE COST SHARE	.00	.00	.00	**.00**	.00	.00
10-54-371	TRAVEL	.00	.00	.00	**500**	500.00	.00
10-54-372	MEETING EXPENSE	9.57	166.93	166.93	**350**	183.07	48%
10-54-380	TUITION & BOOKS	115.65	25.60	25.60	**500**	474.40	5%
10-54-390	CDL TESTING	833.20	544.00	544.00	**2,500**	1,956.00	22%
10-54-394	EMPLOYEE RECOGNITION	.00	.00	.00	**.00**	.00	.00
10-54-510	INSURANCE	19,096.83	50,876.83	50,876.83	**28,750**	22,126.83-	177%
10-54-710	EQUIPMENT PURCHASE	.00	.00	.00	**.00**	.00	.00
10-54-900	CONTINGENCY	.00	.00	.00	**.00**	.00	.00
Total STREETS:		1,295,421.78	413,633.70	423,580.00	**1,414,985**	991,405.00	30%
PUBLIC SAFETY							
10-55-110	SALARIES & WAGES	760,178.28	493,477.56	530,038.12	**933,324**	403,285.88	57%
10-55-120	OVERTIME	38,531.29	10,171.43	10,400.86	**24,926**	14,525.14	42%
10-55-125	BONUS	15,725.21	.00	514.35	**9,818**	9,303.65	5%
10-55-126	EMPLOYEE RECOGNITION	.00	.00	.00	**.00**	.00	.00
10-55-141	UNEMPLOYMENT INSURANCE	2,401.81	1,556.17	1,666.09	**2,905**	1,238.91	57%
10-55-142	WORKER'S COMPENSATION	23,163.16	23,209.89	23,209.89	**31,941**	8,731.11	73%
10-55-143	HEALTH & LIFE INSURANCE	223,474.43	96,561.26	106,258.17	**291,462**	185,203.83	36%
10-55-144	FICA - EMPLOYER'S	61,245.61	39,683.26	42,486.23	**74,058**	31,571.77	57%

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
10-55-145	RETIREMENT	35,147.86	27,901.45	29,929.78	**55,187**	25,257.22	54%
10-55-146	WAGE ADJUSTMENT	.00	.00	.00	**.00**	.00	.00
10-55-210	OFFICE SUPPLIES	1,346.01	678.24	678.24	**2,350**	1,671.76	29%
10-55-220	OPERATING SUPPLIES	6,193.88	2,509.68	2,509.68	**16,000**	13,490.32	16%
10-55-225	UNIFORMS	4,792.51	1,436.03	1,436.03	**3,500**	2,063.97	41%
10-55-231	VEHICLE REPAIR & MTN SUPPLIES	5,355.05	1,883.08	1,883.08	**6,500**	4,616.92	29%
10-55-232	GAS & OIL	16,244.20	12,118.89	12,118.89	**15,000**	2,881.11	81%
10-55-234	SCHOOL RES OFFICER SUPPLIES	485.40	491.15	491.15	**2,800**	2,308.85	18%
10-55-235	EQUIPMENT - SUPPLIES	21,502.33	11,612.02	11,612.02	**18,136**	6,523.98	64%
10-55-236	EQUIPMENT & SUPPLIES - GRANTS	8,561.68	6,764.30	6,764.30	**8,960**	2,195.70	75%
10-55-310	COMMUNICATION & TRANSPORTATIO	550.78	339.40	339.40	**1,250**	910.60	27%
10-55-320	LEGAL NOTICES	.00	247.66	247.66	**500**	252.34	50%
10-55-330	DUES & SUBSCRIPTIONS	588.52	898.28	898.28	**1,200**	301.72	75%
10-55-340	UTILITY SERVICES	15,768.79	8,031.65	8,031.65	**14,140**	6,108.35	57%
10-55-343	RECRUITMENT	1,975.00	648.58	648.58	**3,200**	2,551.42	20%
10-55-351	LEGAL	.00	1,908.58	1,908.58	**5,000**	3,091.42	38%
10-55-357	CONSULTANT	.00	.00	.00	**4,000**	4,000.00	.00
10-55-360	REPAIR & MAINTENANCE SERVICES	7,953.44	2,337.13	2,337.13	**7,275**	4,937.87	32%
10-55-362	COMPUTER SUPPORT	14,996.71	8,072.23	8,072.23	**13,728**	5,655.77	59%
10-55-371	TRAVEL	4,605.88	3,792.30	3,792.30	**2,300**	1,492.30-	165%
10-55-372	MEETING EXPENSE	1,771.32	1,057.37	1,057.37	**1,200**	142.63	88%
10-55-379	TRAINING & TRAVEL - GRANTS	14,365.28	10,700.49	10,700.49	**12,000**	1,299.51	89%
10-55-380	TUITION & BOOKS	9,775.72	6,658.19	6,658.19	**11,300**	4,641.81	59%
10-55-381	ANIMAL CONTROL	34,284.00	24,378.00	24,378.00	**48,756**	24,378.00	50%
10-55-385	RADIO ACCESS	25,710.50	24,989.96	24,989.96	**27,843**	2,853.04	90%
10-55-386	DETOX CENTER	.00	8,500.00	8,500.00	**8,500**	.00	100%
10-55-388	CAD/RMS	.00	.00	.00	**.00**	.00	.00
10-55-389	DRUG TASK FORCE	.00	.00	.00	**500**	500.00	.00
10-55-391	AMBULANCE/HOSPITAL	.00	.00	.00	**1,000**	1,000.00	.00
10-55-392	BOARDING PRISONERS	.00	.00	.00	**.00**	.00	.00
10-55-393	CRIME STOPPERS	.00	.00	.00	**500**	500.00	.00
10-55-394	VOLUNTEER RECOGNITION	123.37	219.46	219.46	**300**	80.54	73%
10-55-395	CONTRACT PAYMENTS	2,973.36	2,461.09	2,461.09	**6,500**	4,038.91	38%
10-55-396	DISPATCHING SERVICES	151,981.94	.00	.00	**170,873**	170,873.00	.00
10-55-399	LEXIPOL POLICY	2,295.00	.00	.00	**4,740**	4,740.00	.00
10-55-400	REDUNDANT COMMUNICATION CENT	.00	.00	.00	**.00**	.00	.00
10-55-450	CHARITABLE ORG FEE DONATION	.00	.00	.00	**.00**	.00	.00
10-55-510	INSURANCE	24,216.46	28,454.23	28,454.23	**29,566**	1,111.77	96%
10-55-710	EQUIPMENT PURCHASE	.00	.00	.00	**.00**	.00	.00
10-55-900	CONTINGENCY	.00	.00	.00	**.00**	.00	.00
10-55-915	SPECIAL DRUG FUND	.00	.00	.00	**.00**	.00	.00
Total PUBLIC SAFETY:		1,538,284.78	863,749.01	915,691.48	**1,873,038**	957,346.52	49%
BUILDINGS & GROUNDS							
10-56-110	SALARIES & WAGES	201,159.42	123,614.59	134,179.45	**246,594**	112,414.55	54%
10-56-120	OVERTIME	12,017.33	7,818.29	8,785.71	**4,725**	4,060.71-	186%
10-56-125	BONUS	5,428.48	2,163.35	2,163.35	**2,438**	274.65	89%
10-56-141	UNEMPLOYMENT INSURANCE	644.21	408.36	442.25	**762**	319.75	58%
10-56-142	WORKER'S COMPENSATION	7,588.15	8,079.32	8,079.32	**10,813**	2,733.68	75%
10-56-143	HEALTH & LIFE INSURANCE	63,484.95	28,071.76	30,872.10	**89,560**	58,687.90	34%
10-56-144	FICA - EMPLOYER'S	16,428.67	10,412.13	11,276.49	**19,413**	8,136.51	58%
10-56-145	RETIREMENT	11,641.54	7,437.74	7,936.72	**14,039**	6,102.28	57%
10-56-146	WAGE ADJUSTMENT	.00	.00	.00	**.00**	.00	.00
10-56-210	OFFICE SUPPLIES	950.01	571.88	571.88	**700**	128.12	82%
10-56-220	OPERATING SUPPLIES	.00	.00	.00	**500**	500.00	.00

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
10-56-225	UNIFORMS	722.75	1,108.00	1,108.00	**1,200**	92.00	92%
10-56-230	FACILITY REPAIR & MNT SUPPLIES	40,872.83	24,092.27	24,092.27	**59,088**	34,995.73	41%
10-56-231	VEHICLE REPAIR & MTN SUPPLIES	7,028.33	2,462.92	2,462.92	**8,272**	5,809.08	30%
10-56-232	GAS & OIL	10,725.11	5,282.30	5,282.30	**8,272**	2,989.70	64%
10-56-235	EQUIPMENT - SUPPLIES	9,530.27	6,002.97	6,002.97	**5,170**	832.97-	116%
10-56-240	JANITORIAL SUPPLIES	14,258.29	6,334.91	6,334.91	**18,612**	12,277.09	34%
10-56-310	COMMUNICATION & TRANSPORTATIO	1,741.11	1,619.28	1,619.28	**2,274**	654.72	71%
10-56-320	LEGAL NOTICES	1,202.60	442.16	442.16	**1,200**	757.84	37%
10-56-340	UTILITY SERVICES	76,025.93	46,171.96	46,171.96	**85,550**	39,378.04	54%
10-56-343	RECRUITMENT	79.00	644.58	644.58	**.00**	644.58-	.00
10-56-345	IRRIGATION SERVICES AGREEMENT	3,661.71	.00	.00	**6,500**	6,500.00	.00
10-56-347	PROFESSIONAL SERVICES	123.20	84.40	84.40	**.00**	84.40-	.00
10-56-350	BUILDING MAINTENANCE STUDY	.00	.00	.00	**1,491**	1,491.00	.00
10-56-358	JANITORIAL MAINT. CONTRACTS	27,002.50	15,106.00	15,106.00	**30,096**	14,990.00	50%
10-56-360	REPAIR & MAINTENANCE SERVICES	54,897.40	37,416.40	37,416.40	**47,700**	10,283.60	78%
10-56-361	FAC. R & M PAINTING	.00	.00	.00	**.00**	.00	.00
10-56-362	COMPUTER SUPPORT	2,195.57	542.73	542.73	**1,721**	1,178.27	32%
10-56-370	CONTRACT LABOR	.00	.00	.00	**.00**	.00	.00
10-56-372	MEETING EXPENSE	31.02	49.79	49.79	**300**	250.21	17%
10-56-380	TUITION & BOOKS	90.00	25.60	25.60	**.00**	25.60-	.00
10-56-394	EMPLOYEE RECOGNITION	.00	.00	.00	**.00**	.00	.00
10-56-395	CONTRACT PAYMENTS	25,468.30	12,994.70	12,994.70	**30,500**	17,505.30	43%
10-56-510	INSURANCE	17,467.20	22,942.74	22,942.74	**20,680**	2,262.74-	111%
10-56-710	EQUIPMENT PURCHASE	4,368.10	.00	.00	**.00**	.00	.00
10-56-900	CONTINGENCY	.00	.00	.00	**.00**	.00	.00
Total BUILDINGS & GROUNDS:		616,833.98	371,901.13	387,630.98	**718,170**	330,539.02	54%
INFORMATION CENTER							
10-57-110	SALARIES & WAGES	65,100.05	36,036.23	38,813.52	**81,168**	42,354.48	48%
10-57-120	OVERTIME	.00	230.29	230.29	**.00**	230.29-	.00
10-57-125	BONUS	1,299.40	.00	.00	**1,897**	1,897.00	.00
10-57-141	UMEMPLOYMENT INSURANCE	199.12	113.26	121.59	**250**	128.41	49%
10-57-142	WORKER'S COMPENSATION	90.42	91.97	91.97	**171**	79.03	54%
10-57-143	EMPLOYEE ASSISTANCE PROGRAM	169.20	63.45	63.45	**141**	77.55	45%
10-57-144	FICA - EMPLOYER'S	5,078.50	2,887.37	3,099.83	**6,355**	3,255.17	49%
10-57-210	OFFICE SUPPLIES	184.25	184.31	184.31	**100**	84.31-	184%
10-57-220	OPERATING SUPPLIES	1,461.35	783.73	783.73	**1,400**	616.27	56%
10-57-230	FACILITY REPAIR & MNT SUPPLIES	120.30	.00	.00	**500**	500.00	.00
10-57-235	EQUIPMENT - SUPPLIES	597.79	480.88	480.88	**800**	319.12	60%
10-57-250	SUPPLIES FOR RESALE	66,330.05	15,112.59	15,112.59	**43,000**	27,887.41	35%
10-57-251	SUPPLIES - CONSIGNMENT	20,714.20	6,409.00	6,409.00	**21,600**	15,191.00	30%
10-57-255	SALES TAX	14,596.37	4,306.18	4,306.18	**10,080**	5,773.82	43%
10-57-310	COMMUNICATION & TRANSPORTATIO	16.59	48.56	48.56	**100**	51.44	49%
10-57-320	LEGAL NOTICES	790.00	.00	.00	**.00**	.00	.00
10-57-330	DUES & SUBSCRIPTIONS	183.00	195.00	195.00	**170**	25.00-	115%
10-57-340	UTILITY SERVICES	2,933.68	1,450.26	1,450.26	**3,500**	2,049.74	41%
10-57-345	C.C. TRANSACTION FEES	3,281.05	1,054.41	1,054.41	**4,000**	2,945.59	26%
10-57-347	PROFESSIONAL SERVICES	.00	117.70	117.70	**.00**	117.70-	.00
10-57-360	REPAIR & MAINTENANCE SERVICES	.00	140.00	140.00	**500**	360.00	28%
10-57-362	COMPUTER SUPPORT	952.89	297.87	297.87	**1,040**	742.13	29%
10-57-371	TRAVEL	140.61	.00	.00	**300**	300.00	.00
10-57-372	MEETING EXPENSE	.00	.00	.00	**.00**	.00	.00
10-57-380	TUITION & BOOKS	.00	148.00	148.00	**.00**	148.00-	.00
10-57-397	CASH OVER/SHORT	16.24	102.93	102.93	**.00**	102.93-	.00
10-57-510	INSURANCE	.00	.00	.00	**.00**	.00	.00

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
10-57-710	EQUIPMENT PURCHASE	.00	.00	.00	**.00**	.00	.00
10-57-900	CONTINGENCY	.00	.00	.00	**.00**	.00	.00
Total INFORMATION CENTER:		184,255.06	70,253.99	73,252.07	**177,072**	103,819.93	41%
MARKETING & EVENTS							
10-58-110	SALARIES & WAGES	67,575.06	36,663.33	36,730.46	**74,825**	38,094.82	49%
10-58-120	OVERTIME	114.44	.00	.00	**.00**	.00	.00
10-58-121	OVERTIME - POLICE	272.67	.00	.00	**4,120**	4,120.00	.00
10-58-122	OVERTIME - PUBLIC WORKS	7,042.19	2,316.45	2,316.45	**5,665**	3,348.55	41%
10-58-125	BONUS	698.43	.00	.00	**699**	699.00	.00
10-58-141	UNEMPLOYMENT INSURANCE	223.63	117.17	117.37	**256**	138.82	46%
10-58-142	WORKER'S COMPENSATION	1,521.05	1,456.84	1,456.84	**1,419**	37.65-	103%
10-58-143	HEALTH & LIFE INSURANCE	22,319.64	9,578.55	9,578.55	**23,883**	14,304.45	40%
10-58-144	FICA - EMPLOYERS	5,700.69	2,987.77	2,992.90	**6,526**	3,533.44	46%
10-58-145	RETIREMENT	4,061.60	2,198.85	2,198.85	**4,360**	2,161.15	50%
10-58-210	OFFICE SUPPLIES	492.83	635.92	635.92	**3,500**	2,864.08	18%
10-58-220	PROMOTIONAL MATERIALS	507.54	1,564.57	1,564.57	**4,000**	2,435.43	39%
10-58-225	UNIFORMS	195.00	.00	.00	**200**	200.00	.00
10-58-231	VEHICLE REPAIR & MTN SUPPLIES	219.79	.00	.00	**2,000**	2,000.00	.00
10-58-232	GAS & OIL	493.10	121.07	121.07	**750**	628.93	16%
10-58-235	EQUIPMENT - SUPPLIES	6,131.97	3,613.73	3,613.73	**9,150**	5,536.27	39%
10-58-310	COMMUNICATION & TRANSPORTATIO	.00	179.78	179.78	**300**	120.22	60%
10-58-320	LEGAL NOTICES	259.00	287.51	287.51	**.00**	287.51-	.00
10-58-330	DUES & SUBSCRIPTIONS	1,192.44	860.02	860.02	**1,500**	639.98	57%
10-58-340	UTILITIES	647.11	315.58	315.58	**700**	384.42	45%
10-58-347	MARKETING SERVICES	944.18	.00	.00	**3,000**	3,000.00	.00
10-58-348	EVENT CONTRACT SERVICES	.00	.00	.00	**.00**	.00	.00
10-58-351	LEGAL	.00	950.50	950.50	**500**	450.50-	190%
10-58-352	AUDITING	.00	.00	.00	**.00**	.00	.00
10-58-360	REPAIR & MAINTENANCE SERVICES	283.75	.00	.00	**1,000**	1,000.00	.00
10-58-362	COMPUTER SUPPORT	1,491.31	170.75	170.75	**1,387**	1,216.25	12%
10-58-370	MEDIA	60,858.28	26,837.25	26,837.25	**50,000**	23,162.75	54%
10-58-371	TRAVEL EXPENSE	250.47	938.14	938.14	**1,000**	61.86	94%
10-58-372	MEETING EXPENSE	202.96	61.84	61.84	**500**	438.16	12%
10-58-375	MARKETING - WEBSITE	994.01	175.11	175.11	**3,000**	2,824.89	6%
10-58-376	PUBLIC RELATIONS	30,044.60	12,500.00	12,500.00	**30,000**	17,500.00	42%
10-58-377	MARKETING - TOWN MISCELLANEOU	.00	.00	.00	**.00**	.00	.00
10-58-378	DESIGN & PRODUCTION	1,369.10	2,677.50	2,677.50	**4,000**	1,322.50	67%
10-58-380	TUITION & BOOKS	701.28	155.40	155.40	**750**	594.60	21%
10-58-395	CONTRACT SERVICES	5,816.69	13,600.00	13,600.00	**10,850**	2,750.00-	125%
10-58-400	EVENTS	52,292.00	19,500.00	19,500.00	**65,000**	45,500.00	30%
10-58-410	EVENT PRODUCTION	21,556.25	29,959.33	29,959.33	**49,750**	19,790.67	60%
10-58-510	INSURANCE	.00	.00	.00	**.00**	.00	.00
10-58-900	CONTINGENCY	.00	.00	.00	**.00**	.00	.00
Total MARKETING & EVENTS:		296,473.06	170,422.96	170,495.42	**364,591**	194,095.58	47%
ENGINEERING							
10-59-110	SALARIES & WAGES	168,702.46	94,745.81	101,330.72	**171,210**	69,879.28	59%
10-59-120	OVERTIME	2,336.49	.00	.00	**1,599**	1,599.00	.00
10-59-125	BONUS	1,353.52	.00	.00	**1,322**	1,322.00	.00
10-59-141	UNEMPLOYMENT INSURANCE	512.61	290.34	309.71	**523**	213.29	59%
10-59-142	WORKERS COMPENSATION	2,658.50	3,075.25	3,075.25	**3,192**	116.75	96%
10-59-143	HEALTH BENEFITS	45,920.90	18,066.73	19,916.83	**48,607**	28,690.17	41%
10-59-144	F.I.C.A.	13,069.76	7,401.65	7,895.58	**13,321**	5,425.42	59%

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
10-59-145	RETIREMENT	6,037.58	6,670.25	7,128.18	**11,985**	4,856.82	59%
10-59-146	WAGE ADJUSTMENT	.00	.00	.00	**.00**	.00	.00
10-59-210	OFFICE SUPPLIES	2,091.32	760.98	760.98	**3,500**	2,739.02	22%
10-59-220	OPERATING SUPPLIES	130.21	24.44	24.44	**2,500**	2,475.56	1%
10-59-225	UNIFORMS	722.75	678.00	678.00	**750**	72.00	90%
10-59-230	REPAIR & MAINTENANCE SUPPLIES	4.33	.00	.00	**3,000**	3,000.00	.00
10-59-231	VEHICLE R&M SUPPLIES	1,150.91	76.88	76.88	**4,175**	4,098.12	2%
10-59-232	GAS & OIL	2,829.15	1,114.33	1,114.33	**3,102**	1,987.67	36%
10-59-235	EQUIPMENT (NON-CAPITAL)	1,613.28	.00	.00	**3,000**	3,000.00	.00
10-59-310	COMMUNICATION & TRANSPORTATIO	147.88	.00	.00	**500**	500.00	.00
10-59-320	LEGAL NOTICES	61.00	.00	.00	**1,000**	1,000.00	.00
10-59-330	DUES & SUBSCRIPTIONS	2,187.00	2,038.00	2,038.00	**3,890**	1,852.00	52%
10-59-340	UTILITY SERVICES	1,897.90	1,007.34	1,007.34	**2,500**	1,492.66	40%
10-59-347	RECRUITMENT	.00	.00	.00	**.00**	.00	.00
10-59-351	LEGAL	.00	175.50	175.50	**.00**	175.50-	.00
10-59-355	TRAFFIC COUNT	500.00	.00	.00	**500**	500.00	.00
10-59-356	MAPPING	.00	.00	.00	**1,500**	1,500.00	.00
10-59-357	CONSULTANT	7,000.00	7,157.50	7,157.50	**7,500**	342.50	95%
10-59-360	REPAIR & MAINTENANCE	615.45	425.00	425.00	**1,000**	575.00	43%
10-59-362	COMPUTER SUPPORT	3,594.75	2,649.97	2,649.97	**4,222**	1,572.03	63%
10-59-371	TRAVEL EXPENSE	.00	.00	.00	**500**	500.00	.00
10-59-372	MEETING EXPENSE	31.02	49.79	49.79	**500**	450.21	10%
10-59-380	TUITION & BOOKS	313.76	25.60	25.60	**1,000**	974.40	3%
10-59-395	CONTRACT PAYMENTS	.00	.00	.00	**.00**	.00	.00
10-59-510	INSURANCE	.00	.00	.00	**.00**	.00	.00
10-59-710	CAPITAL OUTLAY	.00	.00	.00	**.00**	.00	.00
10-59-900	CONTINGENCY	.00	.00	.00	**.00**	.00	.00
	Total ENGINEERING:	265,482.53	146,433.36	155,839.60	**296,398**	140,558.40	53%
INCREASE IN BEGINNING FUND BAL							
10-60-999	INCREASE IN BEGINNING FUND BAL	.00	.00	.00	**.00**	.00	.00
	Total INCREASE IN BEGINNING FUND BAL:	.00	.00	.00	**.00**	.00	.00
	GENERAL FUND Revenue Total:	6,898,031.95	3,350,159.26	3,381,735.26	**6,725,737**	3,344,001.74	50%
	GENERAL FUND Expenditure Total:	6,276,867.86	3,114,144.19	3,239,355.18	**7,358,251**	4,118,895.82	44%
	Net Total GENERAL FUND:	621,164.09	236,015.07	142,380.08	**632,514-**	774,894.08-	-23%

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
CAPITAL IMPROVEMENTS FUND							
31-39501	TABOR EMERGENCY RESERVE	.00	.00	.00	**.00**	.00	.00
REVENUE							
31-430-45	CAPITAL IMPROVEMENTS INTEREST	48,723.38	35,907.58	35,907.58	**60,000**	24,092.42	60%
31-430-46	COMMUNITY ENHANCEMENT INTERE	3,221.47	2,165.17	2,165.17	**2,000**	165.17-	108%
31-430-47	DEVOLUTION & TRANS INTEREST	35,181.81	21,799.82	21,799.82	**32,000**	10,200.18	68%
31-430-50	COMMUNITY ENHANCEMENT FUND	45,546.96	.00	.00	**44,500**	44,500.00	.00
31-430-70	MISCELLANEOUS	.00	.00	.00	**.00**	.00	.00
31-430-72	WECMRD MATCH	.00	.00	.00	**.00**	.00	.00
31-430-74	DEVELOPER CONTRIBUTION GRAND	.00	.00	.00	**.00**	.00	.00
31-430-75	CDOT DEVOLUTION	.00	.00	.00	**.00**	.00	.00
31-430-77	EAGLE COUNTY REIMBURSEMENT	.00	.00	.00	**.00**	.00	.00
31-430-78	ECO REIMBURSEMENT	.00	.00	.00	**.00**	.00	.00
31-430-80	REIMBURSABLE INCOME	.00	.00	.00	**.00**	.00	.00
31-430-85	STREET IMPACT FEES	41,177.08	32,498.00	32,498.00	**40,000**	7,502.00	81%
31-430-86	USE TAX	353,198.36	125,496.63	162,455.86	**250,000**	87,544.14	65%
31-430-87	GRANTS	.00	4,000.00	4,000.00	**.00**	4,000.00-	.00
Total REVENUE:		527,049.06	221,867.20	258,826.43	**428,500**	169,673.57	60%
TRANSFERS FROM OTHER FUNDS							
31-437-10	TRANSFER FROM GENERAL FUND	200,000.00	.00	.00	**350,000**	350,000.00	.00
31-437-50	TRANSFER FROM DEBT SERVICE	.00	.00	.00	**.00**	.00	.00
31-437-60	TRANSFER FROM CONSERVATION TS	.00	.00	.00	**.00**	.00	.00
Total TRANSFERS FROM OTHER FUNDS:		200,000.00	.00	.00	**350,000**	350,000.00	.00
BLDGS, PARKS & OPENSPACE							
31-51-724	POOL & ICE MAINT. FUND	50,000.00	40,000.00	40,000.00	**40,000**	.00	100%
31-51-726	OLD TOWN HALL IMPROVEMENTS	.00	.00	.00	**.00**	.00	.00
31-51-727	BUS SHELTER	.00	.00	.00	**.00**	.00	.00
31-51-728	CASTLE PEAK SENIOR CENTER	.00	.00	.00	**.00**	.00	.00
31-51-729	POOL & ICE FACILITY EXPANSION	.00	.00	.00	**.00**	.00	.00
31-51-730	TOWN HALL IMPROVEMENTS	.00	.00	.00	**.00**	.00	.00
31-51-745	TOWN PARKS IMPROVEMENT	44,808.30	17,731.61	17,731.61	**23,876**	6,144.39	74%
31-51-750	TOWN SHOP IMPROVEMENTS	34,769.46	.00	.00	**25,000**	25,000.00	.00
31-51-765	EAGLE VALLEY TRAIL FUNDING	200,000.00	.00	.00	**.00**	.00	.00
31-51-900	CONTINGENCY	.00	.00	.00	**.00**	.00	.00
31-51-920	TRANSFER TO GENERAL FUND	.00	.00	.00	**.00**	.00	.00
31-51-940	TRANSFER TO SALES TAX CIF	.00	.00	.00	**.00**	.00	.00
Total BLDGS, PARKS & OPENSPACE:		329,577.76	57,731.61	57,731.61	**88,876**	31,144.39	65%
STREETS & R O W							
31-52-712	R-O-W IMPROVEMENTS	2,945.00	.00	.00	**.00**	.00	.00
31-52-714	ALLEN TRACT SURVEY	.00	.00	.00	**.00**	.00	.00
31-52-716	CBD PARKING/STREET IMPROVEMEN	1,117.50	.00	.00	**.00**	.00	.00
31-52-719	MONUMENT READER BOARD	9,303.51	.00	.00	**.00**	.00	.00
31-52-723	GRAND AVENUE PLANNING	.00	.00	.00	**.00**	.00	.00
31-52-724	STORM DRAIN IMPROVEMENTS	.00	.00	.00	**32,700**	32,700.00	.00
31-52-729	PATH IMPROVEMENTS	.00	.00	.00	**.00**	.00	.00
31-52-734	TRANSPORTATION PROJECTS	.00	.00	.00	**.00**	.00	.00
31-52-736	EBY CREEK ROAD FINAL DESIGN	.00	.00	.00	**.00**	.00	.00
31-52-737	TRAFFIC CONTROL IMPROVEMENTS	14,638.64	22,034.00	22,034.00	**42,000**	19,966.00	52%
31-52-740	STREET LIGHTS	.00	.00	.00	**.00**	.00	.00

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
31-52-741	STREET IMPACT FEE STUDY	.00	.00	.00	**.00**	.00	.00
31-52-755	5TH ST. IMPROVEMENTS PHASE II	.00	.00	.00	**.00**	.00	.00
31-52-780	GRAND AVENUE IMPROVEMENTS	.00	.00	.00	**.00**	.00	.00
31-52-900	CONTINGENCY	.00	.00	.00	**.00**	.00	.00
Total STREETS & R O W:		28,004.65	22,034.00	22,034.00	**74,700**	52,666.00	29%
EQUIPMENT							
31-54-715	STREET SWEEPER	.00	.00	.00	**.00**	.00	.00
31-54-724	PATROL VEHICLES	.00	.00	.00	**.00**	.00	.00
31-54-728	SNOW REMOVAL EQUIPMENT	.00	.00	.00	**225,000**	225,000.00	.00
31-54-729	PROJECT THOR	.00	124,071.59	124,071.59	**183,855**	59,783.41	67%
31-54-730	MULTI PURPOSE TRUCK	.00	.00	.00	**.00**	.00	.00
31-54-735	AIRPORT KIOSK	.00	.00	.00	**.00**	.00	.00
31-54-736	FLAIL MOWER	.00	.00	.00	**.00**	.00	.00
31-54-740	4 X 4 PICKUP	31,585.72	.00	.00	**.00**	.00	.00
31-54-745	CRACKSEAL MELTER	.00	.00	.00	**.00**	.00	.00
31-54-750	CINDER SPREADER	.00	.00	.00	**.00**	.00	.00
31-54-755	SHOULDERING MACHINE	.00	.00	.00	**.00**	.00	.00
31-54-764	TENTS	.00	.00	.00	**.00**	.00	.00
31-54-765	TRAILER	6,054.55	.00	.00	**.00**	.00	.00
31-54-780	EQUIPMENT - LAWN MOWER	.00	.00	.00	**.00**	.00	.00
31-54-785	SKIDSTEER	.00	.00	.00	**.00**	.00	.00
31-54-795	LOADER	.00	.00	.00	**.00**	.00	.00
31-54-797	HOOK TRUCK	.00	.00	.00	**.00**	.00	.00
Total EQUIPMENT:		37,640.27	124,071.59	124,071.59	**408,855**	284,783.41	30%
PUBLIC SAFETY							
31-55-715	POLICE DEPARTMENT EQUIPMENT	33,000.00	16,840.99	16,840.99	**18,998**	2,157.01	89%
31-55-724	PATROL VEHICLES	49,646.47	49,889.11	49,889.11	**50,500**	610.89	99%
Total PUBLIC SAFETY:		82,646.47	66,730.10	66,730.10	**69,498**	2,767.90	96%
INCREASE IN BEGINNING FUND BAL							
31-60-995	INCREASE-ROAD IMPACT FEE RESRV	.00	.00	.00	**.00**	.00	.00
31-60-999	INCREASE IN BEGINNING FUND BAL	.00	.00	.00	**.00**	.00	.00
Total INCREASE IN BEGINNING FUND BAL:		.00	.00	.00	**.00**	.00	.00
CAPITAL IMPROVEMENTS FUND Revenue Total:		727,049.06	221,867.20	258,826.43	**778,500**	519,673.57	33%
CAPITAL IMPROVEMENTS FUND Expenditure Total:		477,869.15	270,567.30	270,567.30	**641,929**	371,361.70	42%
Net Total CAPITAL IMPROVEMENTS FUND:		249,179.91	48,700.10-	11,740.87-	**136,571**	148,311.87	-9%

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
DEBT SERVICE FUND							
REVENUE							
41-430-65	DEBT SERVICE INTEREST	.00	.00	.00	**.00**	.00	.00
Total REVENUE:		.00	.00	.00	**.00**	.00	.00
TRANSFERS FROM OTHER FUNDS							
41-437-10	TRANSFER FROM GENERAL	.00	.00	.00	**.00**	.00	.00
Total TRANSFERS FROM OTHER FUNDS:		.00	.00	.00	**.00**	.00	.00
USE OF BEGINNING FUND BALANCE							
41-439-90	EMERGENCY RESERVE	.00	.00	.00	**.00**	.00	.00
41-439-99	USE OF BEGINNING FUND BALANCE	.00	.00	.00	**.00**	.00	.00
Total USE OF BEGINNING FUND BALANCE:		.00	.00	.00	**.00**	.00	.00
GENERAL							
41-51-810	TOWN HALL PAYMENT	.00	.00	.00	**.00**	.00	.00
41-51-811	TOWN HALL INTEREST	.00	.00	.00	**.00**	.00	.00
41-51-950	TRANSFER TO CAPITAL IMP.	.00	.00	.00	**.00**	.00	.00
Total GENERAL:		.00	.00	.00	**.00**	.00	.00
WATER							
41-59-910	EMERGENCY RESERVE	.00	.00	.00	**.00**	.00	.00
Total WATER:		.00	.00	.00	**.00**	.00	.00
INCREASE IN BEGINNING FUND BAL							
41-60-999	INCREASE IN BEGINNING FUND BAL	.00	.00	.00	**.00**	.00	.00
Total INCREASE IN BEGINNING FUND BAL:		.00	.00	.00	**.00**	.00	.00
DEBT SERVICE FUND Revenue Total:		.00	.00	.00	**.00**	.00	.00
DEBT SERVICE FUND Expenditure Total:		.00	.00	.00	**.00**	.00	.00
Net Total DEBT SERVICE FUND:		.00	.00	.00	**.00**	.00	.00

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
WASTEWATER FUND							
TAX REVENUE							
51-431-10	REAL PROPERTY TAX	.00	.00	.00	**.00**	.00	.00
51-431-15	LOAN PAYMENT MILL LEVY	.00	.00	.00	**.00**	.00	.00
51-431-20	SPECIFIC OWNERSHIP	.00	.00	.00	**.00**	.00	.00
Total TAX REVENUE:		.00	.00	.00	**.00**	.00	.00
CHARGES FOR SERVICES							
51-434-70	WASTEWATER SERVICE FEES	2,381,268.88	1,307,146.01	1,307,146.01	**2,469,600**	1,162,453.99	53%
51-434-85	WASTEWATER MATERIALS & OTHER	.00	.00	.00	**.00**	.00	.00
51-434-90	WASTEWATER TAP FEES	556,500.00	326,750.00	370,250.00	**300,000**	70,250.00-	123%
Total CHARGES FOR SERVICES:		2,937,768.88	1,633,896.01	1,677,396.01	**2,769,600**	1,092,203.99	61%
MISCELLANEOUS REVENUES							
51-436-50	WASTEWATER INTEREST	11,346.75	35,707.50	35,707.50	**20,000**	15,707.50-	179%
51-436-60	LOAN PROCEEDS	.00	.00	.00	**.00**	.00	.00
51-436-65	PREMIUM ACCRETION	23,528.00	.00	.00	**.00**	.00	.00
51-436-69	MISCELLANEOUS	413.68	229,955.84	229,955.84	**.00**	229,955.84-	.00
51-436-70	REFINANCING CREDIT 1997 BOND	56,714.82	.00	.00	**.00**	.00	.00
51-436-75	GAIN/LOSS ON EQUIP DISP	.00	.00	.00	**.00**	.00	.00
Total MISCELLANEOUS REVENUES:		92,003.25	265,663.34	265,663.34	**20,000**	245,663.34-	1328%
TRANSFERS FROM OTHER FUNDS							
51-437-30	Transfer from Refuse	.00	.00	.00	**.00**	.00	.00
Total TRANSFERS FROM OTHER FUNDS:		.00	.00	.00	**.00**	.00	.00
USE OF BEGINNING FUND BALANCE							
51-439-99	USE OF BEGINNING FUND BALANCE	.00	.00	.00	**.00**	.00	.00
Total USE OF BEGINNING FUND BALANCE:		.00	.00	.00	**.00**	.00	.00
INTERNAL TFRS OF GFA							
51-490-00	INTERNAL TFRS OF GFA	.00	.00	.00	**.00**	.00	.00
Total INTERNAL TFRS OF GFA:		.00	.00	.00	**.00**	.00	.00
WASTEWATER							
51-58-110	SALARIES & WAGES	206,833.59	194,175.63	207,046.69	**361,761**	154,714.31	57%
51-58-120	OVERTIME	8,715.18	4,771.20	4,976.08	**4,265**	711.08-	117%
51-58-125	BONUS	1,857.09	493.96	493.96	**3,279**	2,785.04	15%
51-58-130	CAR ALLOWANCE	.00	875.00	875.00	**1,500**	625.00	58%
51-58-141	UNEMPLOYMENT INSURANCE	632.25	615.84	654.45	**1,113**	458.55	59%
51-58-142	WORKER'S COMPENSATION	4,366.17	5,323.22	5,323.22	**7,901**	2,577.78	67%
51-58-143	HEALTH & LIFE INSURANCE	60,489.79	38,443.69	42,262.89	**120,495**	78,232.11	35%
51-58-144	FICA - EMPLOYER'S	16,123.12	15,703.69	16,688.36	**28,367**	11,678.64	59%
51-58-145	RETIREMENT	11,941.72	11,002.31	11,814.88	**22,627**	10,812.12	52%
51-58-146	WAGE ADJUSTMENT	.00	.00	.00	**.00**	.00	.00
51-58-210	OFFICE SUPPLIES	1,255.58	176.20	176.20	**1,800**	1,623.80	10%
51-58-220	OPERATING SUPPLIES	21,307.16	1,629.75	1,629.75	**20,000**	18,370.25	8%
51-58-225	UNIFORMS	300.72	476.32	476.32	**625**	148.68	76%
51-58-230	FACILITY REPAIR & MNT SUPPLIES	90,441.70	36,413.10	36,413.10	**116,268**	79,854.90	31%

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
51-58-231	VEHICLE REPAIR & MTN SUPPLIES	902.78	359.49	359.49	**4,136**	3,776.51	9%
51-58-232	GAS & OIL	4,263.25	904.65	904.65	**5,687**	4,782.35	16%
51-58-235	EQUIPMENT - SUPPLIES	7,797.00	3,827.40	3,827.40	**6,000**	2,172.60	64%
51-58-310	COMMUNICATION & TRANSPORTATIO	7,755.56	3,964.89	3,964.89	**14,500**	10,535.11	27%
51-58-320	LEGAL NOTICES	603.23	376.35	376.35	**650**	273.65	58%
51-58-330	DUES & SUBSCRIPTIONS	.00	6.00	6.00	**360**	354.00	2%
51-58-340	UTILITY SERVICES	164,019.02	87,461.45	87,461.45	**186,120**	98,658.55	47%
51-58-347	PROFESSIONAL SERVICES	35.68	46.69	46.69	**.00**	46.69-	.00
51-58-351	LEGAL & AUDIT	.00	97.50	97.50	**3,000**	2,902.50	3%
51-58-354	ENGINEERING	.00	.00	.00	**7,000**	7,000.00	.00
51-58-356	SLUDGE DISPOSAL	50,335.49	24,680.01	24,680.01	**58,938**	34,257.99	42%
51-58-358	SEWER IMAGING	11,569.65	5,624.50	5,624.50	**36,190**	30,565.50	16%
51-58-360	REPAIR & MAINTENANCE SERVICES	34,519.82	12,756.40	12,756.40	**64,356**	51,599.60	20%
51-58-362	COMPUTER SUPPORT	1,084.67	607.54	607.54	**2,500**	1,892.46	24%
51-58-363	WWTP 10 YEAR PLAN	.00	.00	.00	**1,000**	1,000.00	.00
51-58-364	MIXING ZONE STUDY	.00	.00	.00	**5,000**	5,000.00	.00
51-58-365	MAPPING	.00	.00	.00	**2,000**	2,000.00	.00
51-58-366	TESTING & PERMITS	48,482.60	21,628.20	21,628.20	**52,734**	31,105.80	41%
51-58-367	LEASED EQUIPMENT	.00	.00	.00	**.00**	.00	.00
51-58-368	TAP FEE AND RATE STUDY	.00	.00	.00	**45,000**	45,000.00	.00
51-58-371	TRAVEL	.00	.00	.00	**500**	500.00	.00
51-58-372	MEETING EXPENSE	31.02	.00	.00	**500**	500.00	.00
51-58-380	TUITION & BOOKS	380.00	490.60	490.60	**750**	259.40	65%
51-58-385	TREASURER FEES	.00	.00	.00	**.00**	.00	.00
51-58-390	CDL TESTING	54.00	.00	.00	**250**	250.00	.00
51-58-394	EMPLOYEE RECOGNITION	.00	.00	.00	**.00**	.00	.00
51-58-395	CONTRACT PAYMENTS	40,806.88	13,506.02	13,506.02	**46,530**	33,023.98	29%
51-58-510	INSURANCE	22,306.00	49,507.55	49,507.55	**27,918**	21,589.55-	177%
51-58-710	EQUIPMENT PURCHASE	.00	.00	.00	**.00**	.00	.00
51-58-711	CAPITAL EXPENDITURES	.00	.00	.00	**.00**	.00	.00
51-58-715	NON CONFORMING SYSTEM IMP.	.00	.00	.00	**.00**	.00	.00
51-58-720	WW TREATMENT PLANT ENG.	.00	.00	.00	**.00**	.00	.00
51-58-721	WW TREATMENT PLANT IMPROVEME	.00	262,551.50	262,551.50	**410,000**	147,448.50	64%
51-58-722	WWTP SERVICES DURING CONST.	.00	.00	.00	**.00**	.00	.00
51-58-732	SLIP LINE PIPE	.00	.00	.00	**155,000**	155,000.00	.00
51-58-733	SEWER LINE FLUSHING SKID	.00	.00	.00	**.00**	.00	.00
51-58-734	I/70 EBY CREEK ROAD	.00	.00	.00	**.00**	.00	.00
51-58-740	PICKUP TRUCKS	.00	.00	.00	**.00**	.00	.00
51-58-752	VIOLET LANE WW LINE	.00	13,071.10	13,071.10	**.00**	13,071.10-	.00
51-58-810	DEPARTMENT OF LOCAL AFFAIRS	.00	.00	.00	**.00**	.00	.00
51-58-820	WW REVOLVING LOAN 1997	.00	.00	.00	**.00**	.00	.00
51-58-825	WW REVOLVING LOAN 2007	.00	611,556.00	611,556.00	**858,021**	246,465.00	71%
51-58-827	WW REVOLVING LOAN 2010	.00	30,413.18	30,413.18	**78,786**	48,372.82	39%
51-58-900	CONTINGENCY	.00	.00	.00	**50,000**	50,000.00	.00
51-58-920	TRANSFER TO GENERAL FUND	60,460.00	.00	.00	**.00**	.00	.00
51-58-965	DEBT SERVICE INTEREST	242,800.26	163,397.18	163,397.18	**.00**	163,397.18-	.00
Total WASTEWATER:		1,122,470.98	1,616,934.11	1,635,665.10	**2,813,427**	1,177,761.90	58%
INCREASE IN BEGINNING FUND BAL							
51-60-999	INCREASE IN BEGINNING FUND BAL	.00	.00	.00	**.00**	.00	.00
Total INCREASE IN BEGINNING FUND BAL:		.00	.00	.00	**.00**	.00	.00
WASTEWATER FUND Revenue Total:		3,029,772.13	1,899,559.35	1,943,059.35	**2,789,600**	846,540.65	70%
WASTEWATER FUND Expenditure Total:		1,122,470.98	1,616,934.11	1,635,665.10	**2,813,427**	1,177,761.90	58%

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
	Net Total WASTEWATER FUND:	1,907,301.15	282,625.24	307,394.25	**23,827-**	331,221.25-	-1290%

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
WATER FUND							
Source: 434							
52-434-70	DEBT SERVICE SURCHARGE	263,350.88	232,960.45	232,960.45	**471,600**	238,639.55	49%
52-434-80	WATER SALES	2,947,492.29	1,451,212.77	1,451,212.77	**3,074,610**	1,623,397.23	47%
52-434-83	WATER SALES OUT OF TOWN	455,703.02	198,418.99	198,418.99	**461,860**	263,441.01	43%
52-434-85	WATER MATERIALS & OTHER	84,566.30	28,963.85	33,913.85	**30,000**	3,913.85-	113%
52-434-90	TAP FEES	369,009.67	303,882.60	340,341.89	**275,000**	65,341.89-	124%
52-434-91	WATER SYSTEM IMP. FEES - E.R.	.00	.00	.00	**.00**	.00	.00
52-434-92	PLANT INVEST FEES (DEVELOPER)	264,453.05	.00	.00	**.00**	.00	.00
52-434-95	WATER RIGHTS	.00	.00	.00	**.00**	.00	.00
Total Source: 434:		4,384,575.21	2,215,438.66	2,256,847.95	**4,313,070**	2,056,222.05	52%
MISCELLANEOUS REVENUES							
52-436-50	WATER FUND INTEREST	234,921.44	149,249.69	149,249.69	**120,000**	29,249.69-	124%
52-436-55	TAP FEE INTEREST	.00	.00	.00	**.00**	.00	.00
52-436-60	WATER RIGHTS INTEREST	1,414.38	876.41	876.41	**900**	23.59	97%
52-436-65	NWCOG GRANT	.00	.00	.00	**.00**	.00	.00
52-436-75	SERVICE CHARGE	14,357.41	10,071.10	10,071.10	**8,000**	2,071.10-	126%
52-436-80	REIMBURSABLE INCOME	1,758.10	.00	.00	**.00**	.00	.00
52-436-91	LOAN PROCEEDS	.00	.00	.00	**.00**	.00	.00
52-436-92	BOND PREMIUM	.00	.00	.00	**.00**	.00	.00
52-436-94	INTERGOVERNMENTAL CONTRIBUTI	480,600.00	.00	.00	**.00**	.00	.00
52-436-95	WATER MISCELLANEOUS	2,000.00	.00	.00	**.00**	.00	.00
Total MISCELLANEOUS REVENUES:		735,051.33	160,197.20	160,197.20	**128,900**	31,297.20-	124%
GAIN/LOSS ON SALE/DISP EQUIP							
52-437-00	GAIN/LOSS ON SALE/DISP EQUIP	.00	.00	.00	**.00**	.00	.00
Total GAIN/LOSS ON SALE/DISP EQUIP:		.00	.00	.00	**.00**	.00	.00
USE OF BEGINNING FUND BALANCE							
52-439-99	USE OF BEGINNING FUND BALANCE	.00	.00	.00	**.00**	.00	.00
Total USE OF BEGINNING FUND BALANCE:		.00	.00	.00	**.00**	.00	.00
WATER							
52-59-110	SALARIES & WAGES	269,673.12	241,192.54	257,333.77	**509,442**	252,108.23	51%
52-59-120	OVERTIME	11,645.03	21,592.03	22,515.60	**24,157**	1,641.40	93%
52-59-125	BONUS	5,152.22	1,251.19	1,251.19	**4,507**	3,255.81	28%
52-59-130	CAR ALLOWANCE	.00	875.00	875.00	**1,500**	625.00	58%
52-59-141	UNEMPLOYMENT INSURANCE	854.35	814.64	864.95	**1,619**	754.05	53%
52-59-142	WORKER'S COMPENSATION	9,890.02	10,744.66	10,744.66	**11,334**	589.34	95%
52-59-143	HEALTH & LIFE INSURANCE	85,575.44	47,905.73	52,197.44	**165,664**	113,466.56	32%
52-59-144	FICA - EMPLOYER'S	21,785.66	20,778.42	22,061.41	**41,280**	19,218.59	53%
52-59-145	RETIREMENT	9,742.90	10,721.90	11,570.70	**24,022**	12,451.30	48%
52-59-146	WAGE ADJUSTMENT	.00	.00	.00	**.00**	.00	.00
52-59-210	OFFICE SUPPLIES	1,984.41	597.05	597.05	**2,600**	2,002.95	23%
52-59-220	OPERATING SUPPLIES	60,342.95	25,394.75	25,394.75	**85,000**	59,605.25	30%
52-59-225	UNIFORMS	1,047.75	968.00	968.00	**1,250**	282.00	77%
52-59-230	FACILITY REPAIR & MNT SUPPLIES	36,954.11	33,374.10	33,374.10	**59,817**	26,442.86	56%
52-59-231	VEHICLE REPAIR & MTN SUPPLIES	582.56	1,033.32	1,033.32	**2,585**	1,551.68	40%
52-59-232	GAS & OIL	4,356.47	2,316.79	2,316.79	**4,136**	1,819.21	56%
52-59-235	EQUIPMENT - SUPPLIES	9,476.92	7,551.00	7,551.00	**10,000**	2,449.00	76%

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
52-59-250	METERS & RELATED ITEMS/RESALE	39,102.02	28,035.00	28,035.00	**108,803**	80,768.00	26%
52-59-310	COMMUNICATION & TRANSPORTATIO	16,899.59	5,177.42	5,177.42	**24,500**	19,322.58	21%
52-59-320	LEGAL NOTICES	3,451.40	1,618.35	1,618.35	**1,551**	67.35-	104%
52-59-330	DUES & SUBSCRIPTIONS	1,857.00	2,186.99	2,186.99	**2,998**	811.01	73%
52-59-340	UTILITY SERVICES	132,584.26	73,889.32	73,889.32	**144,760**	70,870.68	51%
52-59-345	C.C. TRANSACTION FEES	.00	.00	.00	**.00**	.00	.00
52-59-347	PROFESSIONAL SERVICES	31,504.55	15,797.62	15,797.62	**55,000**	39,202.38	29%
52-59-350	LEGAL - REIMBURSABLE	.00	.00	.00	**.00**	.00	.00
52-59-351	LEGAL	11,557.35	6,466.19	6,466.19	**19,000**	12,533.81	34%
52-59-352	AUDITING & ACCOUNTING	.00	.00	.00	**.00**	.00	.00
52-59-353	ENGINEERING - REIMBURSABLE	.00	.00	.00	**.00**	.00	.00
52-59-354	ENGINEERING	17,093.99	6,171.50	6,171.50	**27,000**	20,828.50	23%
52-59-356	GREEN MOUNTAIN RESERVOIR	2,438.00	2,237.50	2,237.50	**2,500**	262.50	90%
52-59-357	WOLFORD MTN. RESERVOIR-CRWCD	21,750.00	22,410.00	22,410.00	**22,000**	410.00-	102%
52-59-358	WATER STORAGE CRWCD - HBE	10,062.00	10,227.00	10,227.00	**12,000**	1,773.00	85%
52-59-359	WATER RTS. MASTER PLAN UPDATE	.00	.00	.00	**.00**	.00	.00
52-59-360	REPAIR & MAINTENANCE SERVICES	6,721.03	101,919.45	101,919.45	**91,515**	10,404.53-	111%
52-59-361	WEST EAGLE PLANNING - GRANT	.00	.00	.00	**.00**	.00	.00
52-59-362	HAT CREEK WATER	.00	.00	.00	**.00**	.00	.00
52-59-363	WATER QUALITY MONITORING	12,000.00	.00	.00	**12,000**	12,000.00	.00
52-59-365	MAPPING	.00	.00	.00	**2,000**	2,000.00	.00
52-59-366	LEAK DETECTION	4,282.70	.00	.00	**12,408**	12,408.00	.00
52-59-367	LEASED EQUIPMENT	.00	.00	.00	**.00**	.00	.00
52-59-368	TAP FEE AND RATE STUDY	18,201.50	.00	.00	**10,000**	10,000.00	.00
52-59-369	STORAGE TANK MAINTENANCE	.00	7,964.00	7,964.00	**15,510**	7,546.00	51%
52-59-370	TESTING & PERMITS	16,412.22	2,645.05	2,645.05	**28,952**	26,306.95	9%
52-59-371	TRAVEL	.00	.00	.00	**1,100**	1,100.00	.00
52-59-372	MEETING EXPENSE	191.06	544.03	544.03	**500**	44.03-	109%
52-59-375	COMPUTER SUPPORT	5,002.36	945.29	945.29	**12,000**	11,054.71	8%
52-59-380	TUITION & BOOKS	896.45	200.60	200.60	**4,400**	4,199.40	5%
52-59-390	CDL TESTING	54.00	.00	.00	**1,000**	1,000.00	.00
52-59-395	CONTRACT PAYMENTS	67,439.75	43,301.37	43,301.37	**74,448**	31,146.63	58%
52-59-510	INSURANCE	28,502.11	31,315.20	31,315.20	**35,673**	4,357.80	88%
52-59-710	EQUIPMENT PURCHASE	.00	4,175.00	4,175.00	**10,000**	5,825.00	42%
52-59-711	CAPITAL EXPENDITURES	.00	.00	.00	**.00**	.00	.00
52-59-734	I-70 / EBY CREEK ROAD	.00	.00	.00	**.00**	.00	.00
52-59-740	TANK REPLACEMENT	.00	40,150.00	40,150.00	**2,500,000**	2,459,850.00	2%
52-59-745	PICKUP TRUCKS	.00	.00	.00	**.00**	.00	.00
52-59-752	VIOLET LANE WATER LINE	.00	362,043.29	362,043.29	**1,570,000**	1,207,956.71	23%
52-59-754	LOWER BASIN WATER TREATMENT	.00	3,195,839.14	3,195,839.14	**14,000,000**	10,804,160.86	23%
52-59-755	MEMBRANE DESIGN	.00	.00	.00	**.00**	.00	.00
52-59-757	UPPER BASIN WATER TREATMENT	.00	.00	.00	**300,000**	300,000.00	.00
52-59-764	FILTER MEDIA	.00	.00	.00	**.00**	.00	.00
52-59-766	CLEAN BACKWASH PONDS	18,000.00	.00	.00	**.00**	.00	.00
52-59-767	NON CONFORMING SYSTEM IMP.	.00	.00	.00	**.00**	.00	.00
52-59-771	WATER LINE EXT. 2ND ST.	.00	.00	.00	**.00**	.00	.00
52-59-772	PRV EATON LANE	.00	.00	.00	**.00**	.00	.00
52-59-773	MAIN REPLACEMENT/BRUSH CREEK	.00	.00	.00	**.00**	.00	.00
52-59-774	WATER LINE REPLACEMENT WALL ST	.00	.00	.00	**.00**	.00	.00
52-59-810	DEBT ISSUE COSTS	195,716.95	.00	.00	**.00**	.00	.00
52-59-816	AGENT FEE	.00	.00	.00	**.00**	.00	.00
52-59-817	WATER REV BOND PRINCIPAL-2013	.00	.00	.00	**229,709**	229,709.00	.00
52-59-820	CWCB PAYMENT	.00	.00	.00	**10,195**	10,195.00	.00
52-59-825	WATER REVOLVING LOAN 2018	.00	625,193.00	625,193.00	**625,193**	.00	100%
52-59-900	CONTINGENCY	.00	.00	.00	**5,878**	5,878.12	.00
52-59-920	TRANSFER TO GENERAL FUND	89,917.00	.00	.00	**.00**	.00	.00

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
52-59-965	DEBT SERVICE INTEREST	185,897.61	370,927.56	370,927.56	**240,477**	130,450.56-	154%
52-59-966	DEBT SVC ADMIN. FEE	42,104.71	.00	.00	**168,419**	168,419.00	.00
Total WATER:		1,508,703.52	5,388,490.99	5,412,029.60	**21,330,402**	15,918,372.40	25%
INCREASE IN BEGINNING FUND BAL							
52-60-999	INCREASE IN BEGINNING FUND BAL	.00	.00	.00	**.00**	.00	.00
Total INCREASE IN BEGINNING FUND BAL:		.00	.00	.00	**.00**	.00	.00
WATER FUND Revenue Total:		5,119,626.54	2,375,635.86	2,417,045.15	**4,441,970**	2,024,924.85	54%
WATER FUND Expenditure Total:		1,508,703.52	5,388,490.99	5,412,029.60	**21,330,402**	15,918,372.40	25%
Net Total WATER FUND:		3,610,923.02	3,012,855.13-	2,994,984.45-	**16,888,432-**	13,893,447.55-	18%

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
REFUSE FUND							
CHARGES FOR SERVICES							
53-434-40	TRASH FEES	553,347.47	289,322.25	289,322.25	**571,477**	282,154.75	51%
53-434-50	YARDWASTE FEES	39,826.15	20,372.28	20,372.28	**39,481**	19,108.72	52%
53-434-60	ADM. FEE	19,887.48	10,147.04	10,147.04	**20,509**	10,361.96	49%
	Total CHARGES FOR SERVICES:	613,061.10	319,841.57	319,841.57	**631,467**	311,625.43	51%
MISCELLANEOUS REVENUES							
53-436-50	INTEREST	2,759.53	3,113.80	3,113.80	**3,000**	113.80-	104%
53-436-60	EAGLE COUNTY REIMB.	.00	.00	.00	**.00**	.00	.00
53-436-70	MISCELLANEOUS	.00	.00	.00	**.00**	.00	.00
	Total MISCELLANEOUS REVENUES:	2,759.53	3,113.80	3,113.80	**3,000**	113.80-	104%
GAIN/LOSS ON SALE OF EQUIP.							
53-437-00	GAIN/LOSS ON SALE OF EQUIP.	.00	.00	.00	**.00**	.00	.00
53-437-30	TRANSFER FROM GENERAL FUND	.00	.00	.00	**.00**	.00	.00
	Total GAIN/LOSS ON SALE OF EQUIP.:	.00	.00	.00	**.00**	.00	.00
USE OF BEGINNING FUND BALANCE							
53-439-99	USE OF BEGINNING FUND BALANCE	.00	.00	.00	**.00**	.00	.00
	Total USE OF BEGINNING FUND BALANCE:	.00	.00	.00	**.00**	.00	.00
REFUSE							
53-53-110	SALARIES & WAGES	.00	3,392.00	3,840.00	**7,888**	4,048.00	49%
53-53-120	OVERTIME	6,693.20	.00	.00	**484**	484.00	.00
53-53-141	UNEMPLOYMENT INSURANCE	19.89	10.15	11.49	**25**	13.51	46%
53-53-142	WORKER'S COMPENSATION	.00	264.23	264.23	**368**	103.77	72%
53-53-143	HEALTH & LIFE INSURANCE	674.00	.00	.00	**15**	15.00	.00
53-53-144	FICA - EMPLOYER'S	508.40	259.54	293.82	**640**	346.18	46%
53-53-145	RETIREMENT	58.83-	.00	.00	**.00**	.00	.00
53-53-146	WAGE ADJUSTMENT	.00	.00	.00	**.00**	.00	.00
53-53-210	OFFICE SUPPLIES	351.19	.00	.00	**750**	750.00	.00
53-53-220	OPERATING SUPPLIES	.00	51.71	51.71	**2,500**	2,448.29	2%
53-53-225	UNIFORMS	.00	.00	.00	**.00**	.00	.00
53-53-231	VEHICLE REPAIR & MTN SUPPLIES	.00	.00	.00	**.00**	.00	.00
53-53-232	GAS & OIL	.00	.00	.00	**.00**	.00	.00
53-53-235	EQUIPMENT (NON-CAPITAL)	.00	.00	.00	**.00**	.00	.00
53-53-310	COMMUNICATION & TRANSPORTATIO	2,261.09	1,833.49	1,833.49	**10,200**	8,366.51	18%
53-53-320	LEGAL NOTICES	.00	373.22	373.22	**.00**	373.22-	.00
53-53-360	REPAIR & MAINTENANCE SERVICE	1,822.24	392.27	392.27	**20,000**	19,607.73	2%
53-53-371	LEGAL	.00	741.00	741.00	**.00**	741.00-	.00
53-53-380	COMMUNITY CLEANUP	.00	.00	.00	**.00**	.00	.00
53-53-394	LANDFILL SERVICES	.00	.00	.00	**.00**	.00	.00
53-53-395	CONTRACT SERVICES	549,083.60	285,591.02	285,591.02	**571,477**	285,885.98	50%
53-53-510	INSURANCE	.00	.00	.00	**.00**	.00	.00
53-53-710	EQUIPMENT PURCHASE	.00	.00	.00	**4,000**	4,000.00	.00
53-53-711	CAPITAL EXPENDITURES	.00	.00	.00	**.00**	.00	.00
53-53-713	RECYCLE CENTER	.00	.00	.00	**.00**	.00	.00
53-53-720	YARDWASTE FACILITY	.00	.00	.00	**.00**	.00	.00
53-53-900	CONTINGENCY	.00	.00	.00	**.00**	.00	.00
53-53-920	TRANSFER TO GENERAL FUND	19,500.00	.00	.00	**16,120**	16,120.00	.00

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
53-53-940	TRANSFER TO WASTEWATER FUND	.00	.00	.00	**.00**	.00	.00
Total REFUSE:		580,854.78	292,908.63	293,392.25	**634,467**	341,074.75	46%
INCREASE IN BEGINNING FUND BAL							
53-60-999	INCREASE IN BEGINNING FUND BAL	.00	.00	.00	**.00**	.00	.00
Total INCREASE IN BEGINNING FUND BAL:		.00	.00	.00	**.00**	.00	.00
REFUSE FUND Revenue Total:		615,820.63	322,955.37	322,955.37	**634,467**	311,511.63	51%
REFUSE FUND Expenditure Total:		580,854.78	292,908.63	293,392.25	**634,467**	341,074.75	46%
Net Total REFUSE FUND:		34,965.85	30,046.74	29,563.12	**.00**	29,563.12-	.00

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
SALES TAX CAPITAL IMPR FUND							
Source: 431							
61-431-30	SALES TAX	534,287.20	275,834.86	275,834.86	**538,349**	262,514.14	51%
Total Source: 431:		534,287.20	275,834.86	275,834.86	**538,349**	262,514.14	51%
Source: 433							
61-433-10	GRANTS	.00	350,000.00	350,000.00	**350,000**	.00	100%
Total Source: 433:		.00	350,000.00	350,000.00	**350,000**	.00	100%
MISCELLANEOUS REVENUE							
61-436-10	INTEREST - COLOTRUST	14,559.51	10,869.88	10,869.88	**8,000**	2,869.88-	136%
61-436-20	UMB INTEREST - PROJECT FUND	62,436.28	8,409.69	8,409.69	**10,000**	1,590.31	84%
61-436-30	UMB INTEREST-COI PROJECT FUND	.00	.00	.00	**.00**	.00	.00
61-436-42	CONTRIBUTION & DONATIONS	95.00	.00	.00	**.00**	.00	.00
61-436-50	BOND PROCEEDS	.00	.00	.00	**.00**	.00	.00
61-436-60	BOND PREMIUM	.00	.00	.00	**.00**	.00	.00
61-436-70	MISCELLANEOUS REVENUE	.00	.00	.00	**.00**	.00	.00
Total MISCELLANEOUS REVENUE:		77,090.79	19,279.57	19,279.57	**18,000**	1,279.57-	107%
Source: 437							
61-437-31	TRANSFER FROM CAPITAL IMP FUND	.00	.00	.00	**.00**	.00	.00
61-437-81	TRANSFER FROM OPENSPACE FUND	.00	.00	.00	**.00**	.00	.00
Total Source: 437:		.00	.00	.00	**.00**	.00	.00
EXPENDITURES							
61-50-310	COMMUNICATION & TRANSPORTATIO	.00	.00	.00	**.00**	.00	.00
61-50-347	PROFESSIONAL SERVICES	17,361.59	3,621.80	3,621.80	**11,536**	7,914.20	31%
61-50-351	LEGAL	.00	58.50	58.50	**2,000**	1,941.50	3%
61-50-372	MEETING EXPENSE	471.01	.00	.00	**2,000**	2,000.00	.00
61-50-715	ACQUISITIONS	7,507.50	.00	.00	**.00**	.00	.00
61-50-745	TOWN PARK IMPROVEMENTS	42,482.91	.00	.00	**.00**	.00	.00
61-50-750	DESIGN	259,658.10	35,625.59	35,625.59	**15,000**	20,625.59-	238%
61-50-760	CONSTRUCTION	3,949,556.90	1,153,547.61	1,153,547.61	**1,492,060**	338,512.39	77%
61-50-810	COST OF ISSUANCE	.00	.00	.00	**.00**	.00	.00
61-50-815	DEBT SERVICE	90,000.00	.00	.00	**95,000**	95,000.00	.00
61-50-816	DEBT SERVICE INTEREST	231,137.50	113,768.75	113,768.75	**227,538**	113,769.25	50%
61-50-820	AGENT FEES	500.00	.00	.00	**500**	500.00	.00
61-50-900	CONTINGENCY	.00	.00	.00	**.00**	.00	.00
Total EXPENDITURES:		4,598,675.51	1,306,622.25	1,306,622.25	**1,845,634**	539,011.75	71%
INCREASE IN BEGINNING FUND BAL							
61-60-999	INCREASE IN BEGINNING FUND BAL	.00	.00	.00	**.00**	.00	.00
Total INCREASE IN BEGINNING FUND BAL:		.00	.00	.00	**.00**	.00	.00
SALES TAX CAPITAL IMPR FUND Revenue Total:		611,377.99	645,114.43	645,114.43	**906,349**	261,234.57	71%
SALES TAX CAPITAL IMPR FUND Expenditure Total:		4,598,675.51	1,306,622.25	1,306,622.25	**1,845,634**	539,011.75	71%

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
	Net Total SALES TAX CAPITAL IMPR FUND:	3,987,297.52-	661,507.82-	661,507.82-	**939,285-**	277,777.18-	70%

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
CONSERVATION TRUST FUND							
REVENUE							
71-430-10	LOTTERY PROCEEDS	34,162.94	22,331.17	22,331.17	**33,785**	11,453.83	66%
71-430-20	CONSERVATION TRUST INTEREST	2,378.17	864.22	864.22	**1,200**	335.78	72%
Total REVENUE:		36,541.11	23,195.39	23,195.39	**34,985**	11,789.61	66%
USE OF BEGINNING FUND BALANCE							
71-439-99	USE OF BEGINNING FUND BALANCE	.00	.00	.00	**.00**	.00	.00
Total USE OF BEGINNING FUND BALANCE:		.00	.00	.00	**.00**	.00	.00
EXPENDITURES							
71-50-715	WHITING PARK	.00	.00	.00	**.00**	.00	.00
71-50-725	POOL & ICE RECREATION PROJECT	.00	.00	.00	**.00**	.00	.00
71-50-730	INFO CENTER PARK CAMPING	.00	.00	.00	**.00**	.00	.00
71-50-735	EV ELEMENTARY GOCO MATCH	.00	.00	.00	**.00**	.00	.00
71-50-740	EAGLE PARK ICE RINK LINER	.00	.00	.00	**.00**	.00	.00
71-50-745	SOWING SEEDS	.00	.00	.00	**.00**	.00	.00
71-50-750	PARK IMPROVEMENTS	75,000.00	11,738.00	11,738.00	**25,000**	13,262.00	47%
71-50-900	CONTINGENCY	.00	.00	.00	**.00**	.00	.00
71-50-950	TRANSFER TO CAPITAL IMP. FUND	.00	.00	.00	**.00**	.00	.00
Total EXPENDITURES:		75,000.00	11,738.00	11,738.00	**25,000**	13,262.00	47%
INCREASE IN BEGINNING FUND BAL							
71-60-999	INCREASE IN BEGINNING FUND BAL	.00	.00	.00	**.00**	.00	.00
Total INCREASE IN BEGINNING FUND BAL:		.00	.00	.00	**.00**	.00	.00
CONSERVATION TRUST FUND Revenue Total:		36,541.11	23,195.39	23,195.39	**34,985**	11,789.61	66%
CONSERVATION TRUST FUND Expenditure Total:		75,000.00	11,738.00	11,738.00	**25,000**	13,262.00	47%
Net Total CONSERVATION TRUST FUND:		38,458.89-	11,457.39	11,457.39	**9,985**	1,472.39-	115%

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
OPEN SPACE PRESERVATION FUND							
REVENUE							
81-430-10	LODGING TAX	149,612.17	62,136.00	62,136.00	**143,820**	81,684.00	43%
81-430-15	PENALTY & INTEREST	812.45	741.02	741.02	**.00**	741.02-	.00
81-430-20	OPEN SPACE INTEREST	8,693.28	3,678.89	3,678.89	**3,000**	678.89-	123%
81-430-30	USAGE FEES	.00	.00	.00	**.00**	.00	.00
Total REVENUE:		159,117.90	66,555.91	66,555.91	**146,820**	80,264.09	45%
STATE GRANTS							
81-431-00	STATE GRANTS	.00	.00	.00	**.00**	.00	.00
Total STATE GRANTS:		.00	.00	.00	**.00**	.00	.00
OTHER GRANTS							
81-433-00	OTHER GRANTS	8,585.00	.00	.00	**.00**	.00	.00
Total OTHER GRANTS:		8,585.00	.00	.00	**.00**	.00	.00
Source: 434							
81-434-10	REIMBURSABLE REVENUE	.00	.00	.00	**.00**	.00	.00
Total Source: 434:		.00	.00	.00	**.00**	.00	.00
MISCELLANEOUS REVENUES							
81-436-70	MISCELLANEOUS	500.00	500.00	500.00	**.00**	500.00-	.00
Total MISCELLANEOUS REVENUES:		500.00	500.00	500.00	**.00**	500.00-	.00
TRANSFERS FROM OTHER FUNDS							
81-437-10	TRANSFER FROM GENERAL FUND	8,000.00	.00	.00	**.00**	.00	.00
Total TRANSFERS FROM OTHER FUNDS:		8,000.00	.00	.00	**.00**	.00	.00
USE OF BEGINNING FUND BALANCE							
81-439-99	USE OF BEGINNING FUND BALANCE	.00	.00	.00	**.00**	.00	.00
Total USE OF BEGINNING FUND BALANCE:		.00	.00	.00	**.00**	.00	.00
EXPENDITURES							
81-50-110	SALARIES & WAGES	46,279.20	18,055.74	19,684.12	**65,774**	46,089.88	30%
81-50-120	OVERTIME	771.43	973.32	1,326.76	**.00**	1,326.76-	.00
81-50-125	BONUS	276.12	.00	.00	**296**	296.00	.00
81-50-141	UMEMPLOYMENT INSURANCE	140.94	58.87	64.81	**199**	134.19	33%
81-50-142	WORKER'S COMPENSATION	1,771.80	1,571.50	1,571.50	**2,447**	875.50	64%
81-50-143	HEALTH BENEFITS	31.70	170.66	184.87	**741**	556.13	25%
81-50-144	FICA - EMPLOYER'S	3,593.85	1,502.55	1,654.13	**5,054**	3,399.87	33%
81-50-145	RETIREMENT	29.90	62.32	68.48	**161**	92.52	43%
81-50-146	WAGE ADJUSTMENT	.00	.00	.00	**.00**	.00	.00
81-50-210	OFFICE SUPPLIES	.00	.00	.00	**100**	100.00	.00
81-50-225	UNIFORMS	.00	111.34	111.34	**150**	38.66	74%
81-50-230	R & M SUPPLIES	4,822.19	1,164.58	1,164.58	**9,074**	7,909.42	13%
81-50-231	VEHICLE REPAIR & MNT SUPPLIES	933.54	148.34	148.34	**1,000**	851.66	15%
81-50-232	GAS & OIL	484.52	264.15	264.15	**600**	335.85	44%
81-50-235	EQUIPMENT - SUPPLIES	1,045.70	3,035.00	3,035.00	**12,000**	8,965.00	25%

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
81-50-310	COMMUNICATION & TRANSPORTATIO	.00	.00	.00	**500**	500.00	.00
81-50-320	LEGAL NOTICES	.00	.00	.00	**.00**	.00	.00
81-50-347	PROFESSIONAL SERVICES	46.40	31.40	31.40	**15,000**	14,968.60	.00
81-50-351	LEGAL	.00	.00	.00	**500**	500.00	.00
81-50-352	AUDITING	.00	.00	.00	**.00**	.00	.00
81-50-355	APPRAISALS	.00	.00	.00	**3,000**	3,000.00	.00
81-50-357	INFORMATION CENTER BOAT RAMP	.00	.00	.00	**.00**	.00	.00
81-50-359	GRANT WRITING SERVICES	.00	.00	.00	**.00**	.00	.00
81-50-360	REPAIR & MAINTENANCE SERVICES	2,954.92	726.00	726.00	**5,000**	4,274.00	15%
81-50-361	TRAIL REPAIR & MAINTENANCE	3,630.04	.00	.00	**6,000**	6,000.00	.00
81-50-362	COMPUTER SUPPORT	1,508.45	169.37	169.37	**2,000**	1,830.63	8%
81-50-363	WEED & PEST CONTROL	16,763.66	2,450.00	2,450.00	**16,000**	13,550.00	15%
81-50-364	WEB SITE	.00	.00	.00	**.00**	.00	.00
81-50-365	SURVEYING SERVICES	8,648.25	.00	.00	**8,000**	8,000.00	.00
81-50-366	RESTORATION PLANNING SERVICES	.00	.00	.00	**.00**	.00	.00
81-50-372	MEETING EXPENSE	.00	.00	.00	**.00**	.00	.00
81-50-380	TUITION & BOOKS	640.53	.00	.00	**2,000**	2,000.00	.00
81-50-385	PROPERTY TAXES & TREASURER FE	.00	.00	.00	**.00**	.00	.00
81-50-394	VOLUNTEER RECOGNITION	.00	.00	.00	**.00**	.00	.00
81-50-395	CONTRACT SERVICES	.00	.00	.00	**.00**	.00	.00
81-50-510	INSURANCE	3,882.90	4,266.30	4,266.30	**4,860**	593.70	88%
81-50-710	CAPITAL OUTLAY	11,256.90	.00	.00	**10,000**	10,000.00	.00
81-50-715	ACQUISITIONS	.00	.00	.00	**.00**	.00	.00
81-50-730	BRUSH CREEK INV. & ENHANCEMENT	.00	.00	.00	**10,000**	10,000.00	.00
81-50-747	TRAIL CONSTRUCTION	.00	.00	.00	**30,000**	30,000.00	.00
81-50-751	DOG PARK IMPROVEMENTS	.00	.00	.00	**.00**	.00	.00
81-50-752	EAGLE RIVER PLANNING/GYPSUM	.00	.00	.00	**.00**	.00	.00
81-50-753	EAGLE RIVER PARK IMPROVEMENTS	.00	.00	.00	**.00**	.00	.00
81-50-756	POOL & ICE CAMPUS IMPROVEMENT	8,585.00	.00	.00	**.00**	.00	.00
81-50-757	CAMPGROUND	.00	.00	.00	**.00**	.00	.00
81-50-900	CONTINGENCY	.00	.00	.00	**.00**	.00	.00
81-50-915	COMMUNITY REQUESTS	5,000.00	.00	.00	**.00**	.00	.00
81-50-920	TRANSFER TO GENERAL FUND	.00	.00	.00	**.00**	.00	.00
81-50-930	TRANSFER TO WATER	.00	.00	.00	**.00**	.00	.00
81-50-940	TRANSFER TO SALES TAX CIF	.00	.00	.00	**.00**	.00	.00
81-50-950	TRANSFER TO CAPITAL IMP. FUND	.00	.00	.00	**.00**	.00	.00
	Total EXPENDITURES:	123,097.94	34,761.44	36,921.15	**210,456**	173,534.85	18%
Department: 51							
81-51-143	EMPLOYEE ASSISTANCE PROGRAM	.00	.00	.00	**.00**	.00	.00
	Total Department: 51:	.00	.00	.00	**.00**	.00	.00
INCREASE IN BEGINNING FUND BAL							
81-60-999	INCREASE IN BEGINNING FUND BAL	.00	.00	.00	**.00**	.00	.00
	Total INCREASE IN BEGINNING FUND BAL:	.00	.00	.00	**.00**	.00	.00
	OPEN SPACE PRESERVATION FUND Revenue Total:	176,202.90	67,055.91	67,055.91	**146,820**	79,764.09	46%
	OPEN SPACE PRESERVATION FUND Expenditure Total:	123,097.94	34,761.44	36,921.15	**210,456**	173,534.85	18%

Account Number	Account Title	2018-18 Prior year Actual	2019-19 Current Period Actual	2019-19 Current YTD Actual	2019-19 Current year Budget	2019-19 Remaining	2019-19 Percentage Used
	Net Total OPEN SPACE PRESERVATION FUND:	53,104.96	32,294.47	30,134.76	**63,636-**	93,770.76-	-47%
	Net Grand Totals:	492,456.54-	1,861,742.79-	4,821,761.30-	**18,401,138-**	13,579,376.70-	26%

Report Criteria:
- Print Fund Titles
- Page and Total by Fund
- Print Source Titles
- Total by Source
- Print Department Titles
- Total by Department
- All Segments Tested for Total Breaks

To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager and Department Leads

Date: July 31, 2019 - Test

Re: Department Updates for July 2019

TOWN CLERK

- **Communications Committee** (PR Studios, Jessica Lake, Erin Ivie, Bill Shrum)
  - July 11, 2019 Communications Meeting
  - July 17, 2019 Eagle Today
  - July 25, 2019 Website Design Configuration Meeting - finalized menu structure changes and design.
- **Licenses**
  - BUSINESS: Issued 9 Business License Renewals in April; YTD: 422 Licenses issued
  - LIQUOR:
    - Processed New Beer and Wine application for Katch Studio at 228 Broadway. Public Hearing is scheduled for September 10, 2019
    - Processed Modification of Premises for Pickups Pizza request for outdoor patio seating/consumption area. Public Hearing is scheduled for August 13, 2019.
    - Processed Report of Changes for Primavera Liquors for change of officers.
    - Processed renewal application for Eagle Ranch Wine & Spirits.
- **Website – www.townofeagle.org**
  - Ask the Town questions: 8 (all questions are responded by the Town Clerk or appropriate staff)
  - Topics:
    - Request for assistance, sunglasses dropped in storm drain (found before we could respond)
    - Search for public trailer parking in TOE
    - Suggestion for 4th of July Bike Parade for 2020
    - Concern regarding noxious weeds at School Sites on Second Street
    - Request for dog park maintenance
    - Request for dog poop bags at Andy Gerard Park
    - Utilities information request for property
    - Concern regarding bugs near open space and Bull Pasture
  - PR Studios and Staff are working on Refresh of Website Design with Civic Plus with roll out planned for mid-late August 2019.
- **November 5, 2019 Coordinated Election**

- Nine Nomination Petitions were distributed for Charter Commission Candidates
- Three Nomination Petitions were verified:
  - Jon Stavney
  - Janet Bartnik
  - Kraige Kinney
- Petitions are due August 19th.
- Town Clerk plans to do a "lot drawing" for order of names on the ballot on August 21st.
- Staff is working on address locator exhibit for the IGA with Eagle County. Clerk will execute as directed by Ordinance 10-2019 by the August 27, 2019 deadline.

- **Municipal Court**
  - Court Dates July 9 and 23.
  - Continuing to train with Court Clerk
  - July Citations Issued:
    - Animal Control: 7
    - Misdemeanor: 1
    - Parking: 8
    - Traffic: 31 (one Juvenile)
  - July Dispositions (Court Appearances)
    - Animal Control: 12 (three dismissals, nine guilty)
    - Misdemeanor: 12 (ten dismissals; two guilty)
    - Parking: 11 (eleven guilty)
    - Traffic: 30 (nine dismissals; 21 guilty)
  - Outstanding Fines and Fees by Date:
    - Current: $2,088.25
    - 1-30: $460.00
    - 31-60: $731.25
    - 61-90: $551.25
    - 91-180: $6,950.25 (in collections)
    - Over 180: $15,389.10 (in collections)
    - Total Due: $26,170.10
      - Fines and Fees in collections comprise almost 85% of account receivable.
      - Staff is investigating garnishment as remedy with Integral Recoveries.
  - Outstanding Fine and Fees by Type:
    - Parking: $9,157.50
    - Animal Control $428.00
    - Misdemeanor and Traffic: $15,982.10
    - Juvenile: $602.50

- **Sales Tax through June 30, 2019 (Second Quarter graphs also provided)**

2019				
Month	**Filing Period**	**Revenue Period**	**4% to General Fund**	**O/U**
Jan	$ 280,656.64	$ 428,973.53	$ 381,309.80	8%
Feb	$ 386,709.68	$ 387,365.41	$ 344,324.81	-5%
Mar	$ 539,600.26	$ 400,149.40	$ 355,688.36	7%
1 Q	**$ 1,206,966.58**	**$ 1,216,488.34**	**$ 1,081,322.97**	3%
Apr	$ 398,236.14	$ 422,439.91	$ 375,502.14	7%
May	$ 420,208.30	$ 409,836.28	$ 364,298.92	10%
Jun	$ 485,383.16	$ 431,900.56	$ 383,911.61	9%
2 Q	**$ 1,303,827.60**	**$ 1,264,176.75**	**$ 1,123,712.67**	9%
Jul		$ 499,537.57	$ 444,033.40	20%

EAGLE POLICE DEPARTMENT

Calls for Service- **1146** *(July 2018 = 877; July 2017 = 916)*

Community Policing- Lemonade Stands, COPS & Ice Cream, Sticker Bombs, visits with children at fair and rodeo.

Events- Veteran's Ride, assist with bike parade and Fair & Rodeo assist.

Notes- *Your Eagle Police Department continues to observe increased calls for service, as compared to July, 2018. These include an increase in the number of unknown 911 calls and reports of intoxicated subjects, fights, drugs, harassments, juvenile problems, medicals, restraining order violations, and suicidal subjects. Assists for other agencies and medical calls have also increased from July 2018. EPD also noted an increase in missing persons reports, traffic complaints and VIN service checks. Compared to July 2018, EPD also responded to more suicidal calls and additional felony domestic calls. Arrests also increased. Parking complaints, theft reports, alarm response and civil standby calls were lower.*

EPD continues to focus on community-oriented policing activities as well as response to community service requests in designated areas. As a result, business checks, vacation home checks and security patrols have increased. Although reported traffic complaints are up this month, mitigation efforts have increased, which has resulted in additional contacts, with a focus on areas denoted by community members as problematic. EPD also noted an increase in contacts with juveniles, which have generally resulted in "sticker bombs" or officers enjoying a special treat from our young entrepreneurs!

Summary of Investigations and Other Notes of Significance-

1st Degree Trespass. *Coolers stolen from the back of a pickup truck. Leads exhausted.*
Assault. *Senior Center. Under investigation.*
Assist. *Canvassed areas for VPD after subject with warrant was reported to be in the Eagle area.*
Assist. *CSP pursuit. Vehicle used Eagle off-ramp, but then got back onto I-70. EPD disengaged (vehicle over 120MPH).*
Assist. *ECSO tracked subject with warrant to local gas station. EPD assisted with arrest.*
Assist. *EPD assisted CSP with stop which resulted in an arrest for narcotics and arrest for DUI.*
Assist. *Subject trespassed from fairgrounds returned and wrestled with ECSO deputy. EPD assisted with arrest.*
Child Welfare. *Juvenile ran away from home. Located. DHHS referred to help child and parents who divorced.*
Civil. *Criminal mischief reported at rental. EPD noted civil contract in place and suggested using civil remedy (deposit).*
Civil. *Officer worked with family to resolve a civil dispute over money allocations with adult children.*
Criminal Mischief. *Graffiti. Officers worked with business to focus in on a suspect. Subject located. Summonsed.*
Death Investigation. *EPD concluded results of a subject found deceased was a result of suicide.*
Disorderly. *Liquor establishment wished for a permanent trespass of an unruly customer and another patron.*
Disorderly. *Local business asked for permanent trespass of unruly subject (ex-customer).*
Disturbance. *Disagreement ended up in a food fight at local restaurant. Offending parties fled scene. Case closed.*
Disturbance. *Family mediation and services offered for a family having to cope with teenage behaviors.*
Disturbance. *Neighbors yelling at each other. Follow-up in progress.*
Disturbance. *Party who left area was contacted, warned for conduct and summonsed for no DL and traffic infraction.*
Dog Complaint. *Unleased/aggressive dog at BCES park. EPD called in Animal Control to try and catch dog.*
Domestic/Felony Assault/Serious Injury. *Victim has been released from hospital. Suspect located and arrested.*
Domestic/Felony Assault/Strangulation. *Victim transported to hospital. Subject located and arrested.*
Domestic/Protection Order Violation. *Warrant issued.*
Domestic/Harassment/Protection Order Violation. *Warrant issued for subject.*
Drugs. *Subject arrested for SCH1 drug possession (heroin/methamphetamines).*
DUI Felony. *Multiple REDDI reports, EPD located vehicle at City Market. Driver arrested (over a 0.28). Multiple priors.*
DUI, DUID. *Careless driving led to a contact and subsequent arrest for DUI, DUID and traffic infractions.*
DUI. *Vehicle contacted for weaving and failing to stop for a stop sign. Driver was arrested for DUI.*
DUI/Open Container. *Subject arrested for DUI/open container/traffic infraction.*
Family Mediation. *Officers assisted with remedies over a custodial disagreement with minor children.*
Felony Menacing. *Subject pointed handgun at occupants in a car (road rage) in Eagle. Subject contacted and arrested.*
Fight. *Two intoxicated brothers in a hotel room. Neither wished to pursue charges. Separated for the night.*
Fire. *Assisted with the closure of I-70 due to a grass fire.*
Fraud. *Subject was scammed out of $800, after sending gift cards to an unknown person.*
Fraud. *Supervisor indicated an employee used her email account. EPD is awaiting her response for possible charges.*

Habitual Offender. *Subject HTO for 7 prior charges was observed driving again. Contacted and arrested.*
Harassment. *Subject who threatened to sexually assault clerk. Under investigation.*
Harassment. *Subject known to police. Attempting to locate.*
Harassment. *Verbal altercation at the Post Office. EPD units canvased for subject. Case closed.*
Interlock Violation. *Subject contacted for careless driving, did not have an interlock in the vehicle. Summonsed.*
Intoxicated Adult. *Located and referred to medical staff who responded.*
Medical/Death. *Cardiac patient found by EPD. Transported to hospital. Patient died at hospital.*
Mental Health. *Suspicious person/car reported. Subject transported to medical center.*
MIP. *Family called in minor son who had been drinking liquor. Minor was transported due to outstanding warrant.*
MIP. *Transported to medical center due to high level of intoxication.*
Missing Child. *Located and reunited with parents.*
Reckless. *Vehicle reported as reckless. Driver arrested on a warrant. Also booked for reckless endangerment.*
Restrained Drivers (DUR). 6
Stalking. *Subject stated he was in minor traffic crash in Eagle and was being followed. Investigation closed.*
Suicidal. *Subject threatened suicide and harm to another. Located driving to Gypsum. Transported to hospital.*
Suicidal. *Co-response services rendered.*
Suicidal. *Subject threatened to overdose on medication. Located by EPD. Evaluated by medical.*
Suicide Attempt. *Subject transported to the medical center.*
Theft Financial Transaction. *Fraudulent activity on credit line.*
Vehicle Theft. *Originally aired as vehicle theft, officer & chief contacted vehicle/subject on I-70. Turned over to ECSO.*
Warrant. *Subject located for a municipal warrant.*
Warrant. *Suspicious person reported near a business. Subject contacted. Arrested on impersonation and a warrant.*
Welfare Check. *Reports of female screaming in a house and outside towards neighbors. Handled with civil negotiation.*

Grants- *Chief J. Staufer and Executive Asst. E. Ivie came up with a plan to apply for another mental health grant through the State of Colorado. Executive Assistant Ivie took the lead. She completed the grant application and follow-up. EPD was awarded nearly $145,000.00 to fund programs with schools, SROs and for training – to be used by all law enforcement entities in our valley and Hope Center. Due to our limited bandwidth, ECSO will become the financial agent for the grant.*

Noteworthy Items- *OIT H. Samuido is solo! EPD sponsorship is filled! After several recruitment and testing processes, EPD offered an academy sponsorship to recruit Carson Patterson. Recruit Patterson lives in Eagle with his spouse and is excited for his new opportunity to become POST certified. He begins the police academy at the CMC Glenwood campus in August. Once successful in his POST process and subsequent FTO training, he could become a solo-police officer as early as May, 2020.*

EPD (along with other TOE departments) have significant concerns with recruitment of qualified personnel, due to the cost of living and other economic conditions in our valley. EPD was unable to fill the August 1st patrol vacancy with a POST certified applicant. EPD had a conditional offer for a POST applicant who pulled himself from the process, citing concerns, to include cost of living.

Eagle County was without 911 phone service for several hours on July 15th. Phones were routed through Pitkin County Dispatch until the problem was resolved the following day. Administrative phones for dispatch failed on July 27th. Our Eagle County Emergency Manager, along with other stakeholders, have been working with CenturyLink to ensure a similar outage for these essential services does not occur again.

Colorado State Patrol stopped a vehicle during a drug interdiction period. Upon positive indication for narcotics, the driver took off at a high rate of speed and attempted to elude CSP. The vehicle was observed travelling eastbound on I70 towards Eagle at over 120 MPH. Our dayshift officer attempted to close the off-ramp at the Eagle exit, per I70 pursuit policy, to prevent the dangerous subject from entering our town. The driver made a dangerous maneuver around our patrol car and exited at Eagle. The vehicle jumped the roundabout and got back onto I70. The vehicle continued at a high rate of speed. Our EPD officer did not engage in the pursuit, as it did not fall within the parameters of EPD standards, to include our internal pursuit policy.

Another example of our team's dedication to Service Excellence! Officer Scriver stopped to aid a vehicle on the exit ramp to I70. The anxious driver was concerned about children in the vehicle and the time it was taking for roadside service to respond. Officer Scriver became concerned, as he did not recognize the name of the roadside assistance business, which called the driver back to explain they couldn't locate a tow agency to help. Officer Scriver changed the flat tire, talked with the kids in the vehicle and handed out some EPD swag. Officer Scriver found out the family just moved to Eagle. They were very appreciative his service.

Unfortunately, EPD and Dispatch were criticized by a local citizen for taking too long to arrive to his noise complaint of a neighbor using a chain saw after 7PM. Although it was explained that both EPD officers were on a priority call involving a felony assault, he felt that the delay to his own call was not acceptable.

COMMUNITY DEVELOPMENT DEPARTMENT

New Director started 7-25-19, so transition time has begun! The following provides a summary of the primary activities and/or project updates of the Community Development Department (please note, this is not all-inclusive):

CURRENT PLANNING PROJECTS

- Continued work on RMR and Hockett Gulch annexations, PUD rezonings, and Prelim/Final plats (Carrie McCool).
- 700 Chambers Ave Lots 3 & 4 Development Permits application completeness.
- Eagle Landing Phase II Townhome Plat Review.
- Brush Creek Saloon Encroachment permit/Parklet application review.
- 410 Broadway SUP & Development Permit Review.
- Red Canyon Ranch townhomes parking issue analysis and options to address.
- LERP revisions to allow cash-in-lieu
- Pre-Apps/Pending Projects:
    - Powell Park Annexation
    - Eagle County Base Campground Special Use Permit
    - Reserve at Hockett Gulch Dev Permit
    -
- Code enforcement as allowed: Notices issued on 4 properties.
- Begin assessing Development Review Process and work towards improvements and clear expectations for internal staff external customers/development community.

LONG-RANGE PLANNING/SPECIAL PLANS

- Elevate Eagle and Land Use Code Update project management back to Comm Dev as lead. Working with consultants on continued progress.
    - Comp Plan anticipated final approval Jan 2020. Next month's update will include tentative schedule of document prep and remaining meetings/process.
    - Land Use Code anticipated approval June 2020.
        - Full code overhaul.
        - Development Review Process.
        - Special Uses.
        - Design Guidelines in CBD/Downtown.
- Hwy 6 Corridor Plan RFP schedule: will drafted Fall 2019 and distributed with intent of Plan being done in 2020.
- Pool & Ice Rink Master Plan process involvement.

ECONOMIC DEVELOPMENT EFFORTS

- Begin working with Broadway Leadership Group and Assistant to Town Manager on downtown development.
- Chambers Ave Development Opportunity work with Property owner.
- Work collaboratively with Assistant to Town Manager on economic development efforts.

CODE UPDATES/POLICIES

- Considering: Mobile Vendors, Air B&B's

ADMINISTRATIVE

- Began recruitment for Planner II/III position.
- Beginning 2020 budget preparations.

- Get to know staff/team roles.

MISCELLANEOUS

- EQR Table Implementation Project.
- Maintained monthly invoicing and reimbursable expenses.
- Haymeadow Reimbursable Agreement Update.
- Review addressing policy and procedure.
- Committee/Major Meetings: P & Z Commission, TBOT

NEXT MONTH/UPCOMING COMM DEV

- Director to establish one-on-one meetings with all department heads.
- Re-institute Pre-Application Meeting process every Thursday from 1-4 pm.
- Citizen engagement efforts for Elevate Eagle. Staff to have booth at Aug 15th Showdown to continue awareness and engage public.
- Joint Comp Plan and Code committee's meeting early August.
- Meet & Greet event late August for Developers/contractors to meet the Team and get to know one another (noon and evening options).
- Assist on Home Rule items as needed.
- Numerous meetings for Director to get introduced to various people, agencies, partners, etc.
- Committee/Major meetings: P & Z Commission 8-6 & 8-20; TBOT 8-13 & 8-27; Pre-App mtgs every Thursday afternoon; Elevate Eagle/LU Code Committee 8-5; Broadway Leadership mtg 8-7; EVC Meeting 8-13 & 8-27.
- Work on 2020 Budget.
- Review job descriptions vs actual roles, etc.
- Land Use Agreements for Comcast fiber build project.

BUILDING DEPARTMENT

- General coordination of contractors and projects
- Participation in Development Review Team meetings as needed
- Plan review and inspection services for pending and active permits
- Refine processes and procedures
- Work with the Town of Gypsum Building Department for Electrical Inspection Services
- 47 electrical inspections completed in July

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

Building Department Activity 2019						
	April 2019	May 2019	June 2019	July 2019	YTD 2019	YTD 2018
Number of Inspections	**191**	**200**	**151**	**213**	**1098**	**907**
Number of Permits Requiring Plan Review	19	16	36	14	*	*
Number of Building Permits	**25**	**20**	**36**	**25**	**141**	**214***
ALL Commercial	7	2	4	6	25	10
SF Detached Residential	2	2	4	0	9	16
Multi-Family & Attached SF Residential	0	0	1	0	12	16

Residential Remodel/Addition/Basement Finish	16	16	27	11	87	28

*YTD Plan Review Data Unavailable

* 2018 YTD data reflects separate MEP permits included in permit count

- Major Construction Projects Under Review and Oversight:
  - Lower Basin Water Treatment Plant
  - Eagle Landing at Brush Creek
  - Soleil Homes
  - Outwest Drywall
  - Library Expansion
  - 210 Freestone (Eagle Ranch Apartments)
  - SweetLeaf Pioneer Relocation

- Upcoming Activities for July and August 2019:
  - Finalize Contract with the Town ow Gypsum Building Department for Electrical Inspection Services
  - Integration of Public Works inspections for new construction in Community Core
  - Continue department audit of best practices, policies, and procedures
  - Continue customizing Community Core Solutions

ASSISTANT TO THE TOWN MANAGER

Grants

- So far this year: wrote applications for $102,250 in grants; $31,750 awarded. $25,000 DOLA Planning Grant has been approved for our Broadband Feasibility Study. Preparing a $50,000+ Brownfield grant application for 410 Broadway through CDPHE.

Elevate Eagle Comprehensive Plan and Land Use Code update

- Presented findings from Opportunity phase of the comprehensive plan to P&Z.
- Updated elevateeagle.com for new engagement based on framework, summary of the vision and opportunity phases.
- Land Use Code Assessment first phase is complete. Shared summary with P&Z. New organizational structure proposed for our Ch. 4 code.
- Draft Comprehensive Plan expected to be ready for public review and feedback by October.

Economic Vitality and Development Work

- Co-hosted Small Business Summit July 12th with the Eagle Chamber and Downtown Colorado Inc. bringing in funding agencies and downtown organization representatives.
- Video of the presentations will be made available on a new Economic Development page on the ToE website.
- Economic Vitality Committee met twice and is on an aggressive schedule. The committee is researching benchmarks, reviewing policy recommendations, and addressing interested businesses looking to relocate to Eagle.
- Downtown Business Alliance (the Downtown Broadway 501c3 group) has filed their organizational paperwork and met twice in July. Three different subcommittees will look to inform organizational needs and policy, street activity, and funding needs.
- Eagle Ranch Merchants Association is in new conversations with the Eagle Ranch Homeowners Association to reinvigorate the Business arm of the HOA. Shared services, marketing, and business development efforts are being discussed.

Project THOR

- DOLA has approved our $25,000 EIAF Grant application to assist with our Broadband Feasibility Study, which will begin in August. Uptown Services has been selected as the consultant based on their current experience in Glenwood Springs, Mountain Village, Longmont, and other cities.
- The feasibility study should present system build scenarios and different participation options for the Town Board to review with a November 2019 target date.
- Conversations with CDOT may allow for significant savings for the Town in the installation of the path of conduit from I-70. CDOT meets 8-9-19 to discuss this proposal.
- The Project THOR marketing committee is looking to establish bylaws and rate suggestions for MMC hosts to retain consistency in messaging to residents and anchor partners.

Communications Plan / Website / Social Media

- New menu connections and a simplified navigation system have been developed for the new Town of Eagle Website including a new layout and user interface modules to improve event visibility and priority projects. Expected launch of the new Town website is slated for late August.

Alpine Lumber Art Wall on Eby Creek Road

- The selection committee has met a second time to develop design guidelines for the Alpine Lumber Art Mural. Initial decision criteria include residency in Eagle County, 3 planned mural spaces 12'x40' each, and themes including outdoor recreation, nature, the Eagle river, or wildlife.
- The call for entries will come in August with the next review meeting scheduled for September 26th.

Pool-Ice Rink Recreation Campus Master Plan Process

- The Pool and Ice Rink Campus Master Plan process has concluded phase 1 of its outreach. Two different ice-cream socials in town had more than 130 interactions, and an online survey received over 500 responses.
- Most favorable current uses have been discussed, and the most desired new features as expressed by the respondents will inform a draft facility reconceptualization which will be presented for public feedback in late August. Accessibility to the biking trails and the outdoor pool were the most loved features of the pool and ice rink currently.

PUBLIC WORKS

LBWTP Construction

- Final Concrete Pour for Flocculation and Sedimentation Basins in Water Treatment Plant
- Form, Rebar, and Pour Concrete for Membrane Basin Walls. 190 total yds.
- Form, Rebar, and Pour Wall 3A. Final Exterior Wall Pour complete of Basement Level Water Treatment Plant
- Form, Rebar, and Pour all Columns in Basement level of WTB.

- Next four weeks:
  - Begin forming and rebar install of Raw Water and Settled Water Channel Decking
  - Masonry Parapet and Brick Veneer Installation at Raw Water Pump Station
  - Install Bar Joists and Roof Decking at Raw Water Pump Station
  - Install Roofing at Raw Water Pump Station
  - Form and Rebar upper level slabs
  - Coanda and Intake Structures to be done 8/15 to 9/30

Wastewater Water Treatment Plant Roof Construction

- Roof should be completed by August 16th

Cemetery Tank

- Construction documents are being developed

Violet Lane

- Private property and Eagle County easement acquisition will be completed August 16th
- Hobbs Construction started work on August 1st
- Union Pacific Railroad ownership and right-of-way easement is being cleaned up – should be completed by August 15th

Public Works Staff

- Sweeping streets
- Source Water Protection Plan Stakeholder meeting held on July 30th
- Water Efficiency Plan: Stakeholder meeting held on August 6th
- River Park trail was fixed by Public Works
- Paving was finished on Capitol Street; moving to the Terrace to mill & overlay starting August 8th

Grand Avenue Study

- Begin initial RFP document the Summer 2019

GENERAL ADMINISTRATION – FINANCE

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID				
	2018	2019	VARIANCE	
JANUARY	258	303	45	17.4%
FEBRUARY	272	254	(18)	-6.6%
MARCH	304	326	22	7.2%
APRIL	299	215	(84)	-28.1%
MAY	260	275	15	5.8%
JUNE	151	298	147	97.4%
JULY	460	414	(46)	-18.0%
YEAR TO DATE	2,004	2,085	81	4.0%

Administration

- Finance Director: Jill Kane is on maternity leave after welcoming her new baby Leah on July 12th. Kelly Huitt is filling in as the Interim Finance Director until Jill returns.

Financial

- Audit: The audit was submitted to the Office of the State Auditor.
- Water Fund: First reimbursement request of $15,740.01 submitted to the Colorado Conservation Board Water Efficiency Grant Fund.
- Haymeadow Recapture Fees: Received and disbursed $18,920.16 in recapture fees to West Eagle Ranch.

Budget

- Operating budgets and Narratives received from staff July 26th
- Operating budget review meetings with Staff – August 5th – 9th
- Fee schedule revisions due to Finance – August 9th

Training

- On-site utility training provided by Caselle as well as ongoing onboarding and cross training for new Utility Billing Specialist.
- Training and preparation related to Finance Director maternity leave

Payroll/HR

- New Positions:
  - New hire Caselle setup – 1 employee – Community Development Director

Utilities

- New Accounts Set up – **2**
- Property Transfers – **18**
- Adjusted water rates for erroneous accounts with ADUs
- Met with Vail Honeywagon to review auditing and invoicing processes with new Utility Billing and Accounting Specialist

INFORMATION CENTER

Visitors:

- 2122 visitors signed in at the Visitor Center, down from last month.
    - 7% decrease compared to July 2018
    - 42% decrease year to date compared to 2018
    - The decrease in visitors is related to the "Rest Area" signage removal last year and a recent decrease in available parking. Parking has been limited due to peak river season traffic, with anglers and rafters using the lot to park in order to utilize the put in located in Chambers park. This can make parking and turning around challenging for motor homes and campers attempting to visit the information center.

VISITOR NUMBERS

2015		2016		2017		2018		2019	
Month	# of guests	Month	# of guests	Month	# of guests	Month	# of guests	Month	# of guests
Jan	597	Jan	906	Jan	680	Jan	835	Jan	333
Feb	753	Feb	866	Feb	878	Feb	849	Feb	509
Mar	1,508	Mar	2,071	Mar	2,161	Mar	1,645	Mar	894
April	1,808	April	2,422	April	2,599	April	1,390	April	927
May	2,932	May	4,434	May	3,774	May	3,340	May	1,871
June	4,647	June	5,794	June	4,784	June	5,617	June	2,608
6 month total	***12,245***	***6 month total***	***16,493***	***6 month total***	***14,876***	***6 month total***	***13,676***	***6 month total***	***7,142***
July	5,200	July	6,641	July	4,412	July	2,286	July	2,122
August	4,220	August	5,233	August	4,167	August	1,432	August	
Sept	3,588	Sept	5,227	Sept	3,891	Sept	1,335	Sept	
Oct	1,981	Oct	3,575	Oct	2,751	Oct	1,111	Oct	
Nov	983	Nov	1,620	Nov	1,397	Nov	649	Nov	
Dec	866	Dec	1,170	Dec	1,163	Dec	581	Dec	
6 month total	***16,838***	***6 month total***	***23,466***	***6 month total***	***17,781***	***6 month total***	***7,394***	***6 month total***	***2,122***
Annual Total	**29,083**	**Annual Total**	**39,959**	**Annual Total**	**32,657**	**Annual Total**	**21,070**	**Annual Total**	**9,264**
		Year over Year Change	**37%**	Year over Year Change	**-18%**	Year over Year Change	**-35%**	Year over Year Change through June	**-42%**

Referrals:

- There were 130 referrals made to local businesses, up 46% from last month.
- 35% increase compared to July 2018
- Year to date referrals are down 36%, which corresponds with drop in visitors.
- The closure of Sylvan Lake has had an unfortunate impact on the number of visitors that come to Eagle and many visitors are unaware of its closing until they reach our location and begin asking for maps. Upon the realization of the Sylvan Park closure, some visitors re-route their plans to visit elsewhere outside of Eagle, leading to lost revenue for the Information Center and other local businesses.

REFERRALS MADE TO LOCAL BUSINESSES														
YEAR	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL	Year over Year Change
2015							94	119	89	92	23	29	446	
2016	29	28	82	59	153	165	185	170	157	126	77	21	1,252	181%
2017	17	41	111	128	117	132	169	136	237	94	122	41	1,345	7%
2018	47	55	85	90	99	185	96	57	100	66	55	21	956	-29%
2019	32	28	12	55	73	89	130						419	-36%

Revenue:

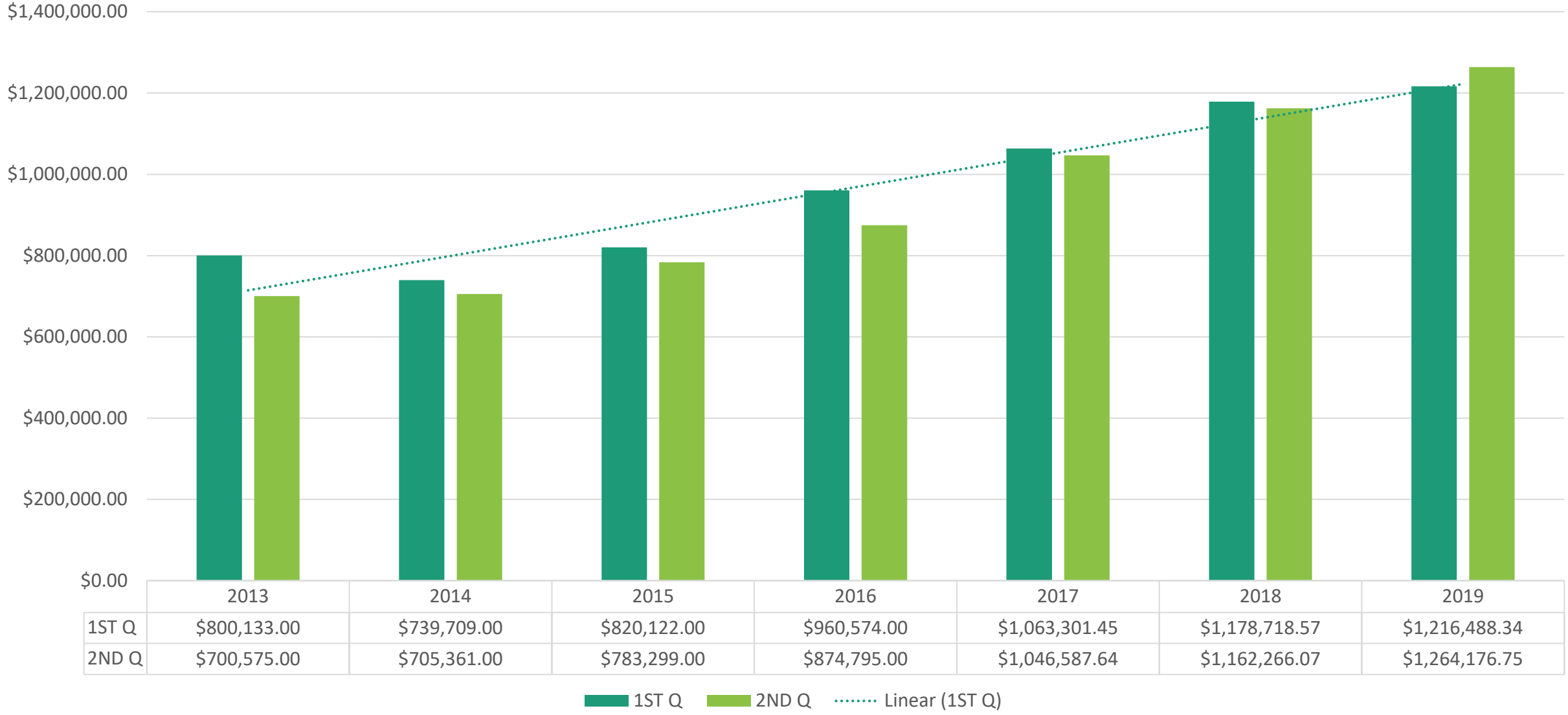
- July sales equal $ 14,030, down 12% from last month
- 13% decrease compared to July 2018
- 40% decrease in year to date revenue

EAGLE INFORMATION CENTER REVENUE COMPARISON													
YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2012	$3,735	$4,675	$6,831	$9,180	$14,113	$22,980	$21,960	$21,659	$20,198	$12,606	$7,468	$6,976	**$152,381**
2013	3,938	3,565	7,478	9,407	17,338	23,131	24,266	19,395	19,522	11,294	6,614	7,314	**153,262**
	5%	-24%	9%	2%	23%	1%	11%	-10%	-3%	-10%	-11%	5%	**1%**
2014	2,960	3,280	4,056	9,381	17,279	21,467	21,436	20,178	19,735	12,838	6,829	10,883	**150,322**
	-25%	-8%	-46%	0%	0%	-7%	-12%	4%	1%	14%	3%	49%	**-2%**
2015	5,461	5,454	11,327	12,977	24,261	30,321	37,186	31,533	25,678	20,771	9,665	13,128	**227,762**
	84%	66%	179%	38%	40%	41%	73%	56%	30%	62%	42%	21%	**52%**
2016	6,251	5,199	12,411	15,705	24,972	34,688	39,160	31,997	32,411	22,300	10,364	11,728	**247,186**
	14%	-5%	10%	21%	3%	14%	5%	1%	26%	7%	7%	-11%	**9%**
2017	4,772	6,492	14,448	15,930	24,435	30,289	32,217	29,178	27,441	19,812	11,169	14,083	**230,266**
	-24%	25%	16%	1%	-2%	-13%	-18%	-9%	-15%	-11%	8%	20%	**-7%**
2018	5,049	6,281	13,080	11,417	22,525	33,115	16,137	15,678	11,083	9,178	6,306	10,945	**160,794**
	6%	-3%	-9%	-28%	-8%	9%	-50%	-46%	-60%	-54%	-44%	-22%	**-30%**
2019	3,313	4,862	6,501	7,027	12,357	16,013	14,030						**64,103**
	-34%	-23%	-50%	-38%	-45%	-52%	-13%	-100%	-100%	-100%	-100%	-100%	**-40%**

***Consignors*:**

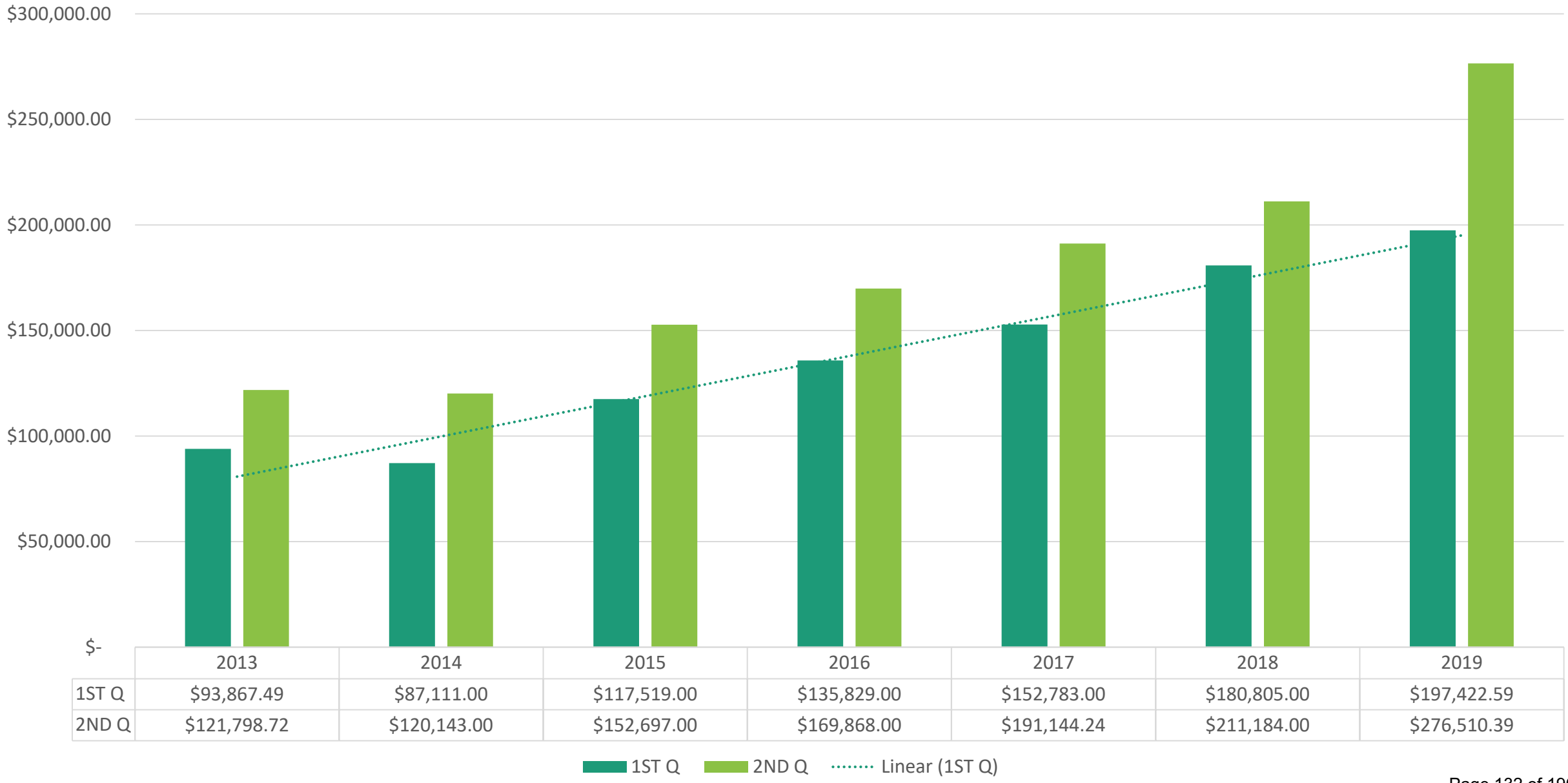
- We are continuing our updating of consignors. I should have a completed updated list by August. We had approx. 30 and presently we have received new W-9 and new signed agreements from about 13.

TOTAL SALES TAX BY QUARTER
2013-2019
REVENUE PERIOD TOTALS



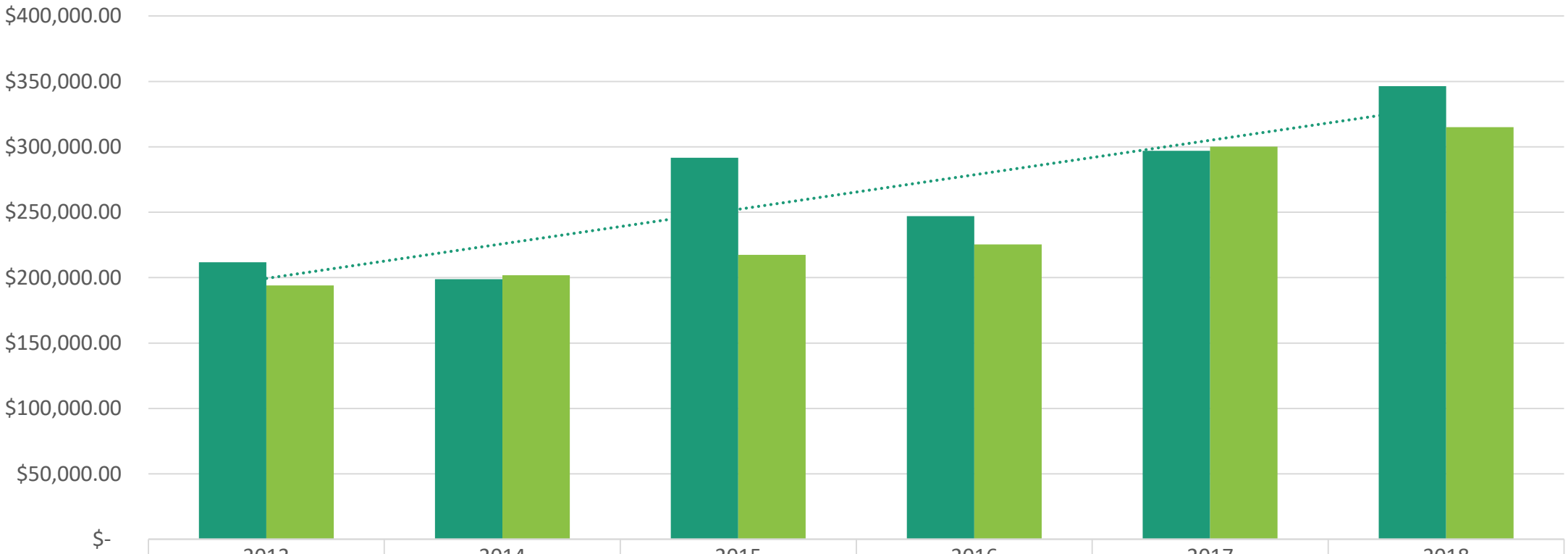
	2013	2014	2015	2016	2017	2018	2019
1ST Q	$800,133.00	$739,709.00	$820,122.00	$960,574.00	$1,063,301.45	$1,178,718.57	$1,216,488.34
2ND Q	$700,575.00	$705,361.00	$783,299.00	$874,795.00	$1,046,587.64	$1,162,266.07	$1,264,176.75

RETAIL QUARTERLY COLLECTIONS
2013-2019



	2013	2014	2015	2016	2017	2018	2019
1ST Q	$93,867.49	$87,111.00	$117,519.00	$135,829.00	$152,783.00	$180,805.00	$197,422.59
2ND Q	$121,798.72	$120,143.00	$152,697.00	$169,868.00	$191,144.24	$211,184.00	$276,510.39

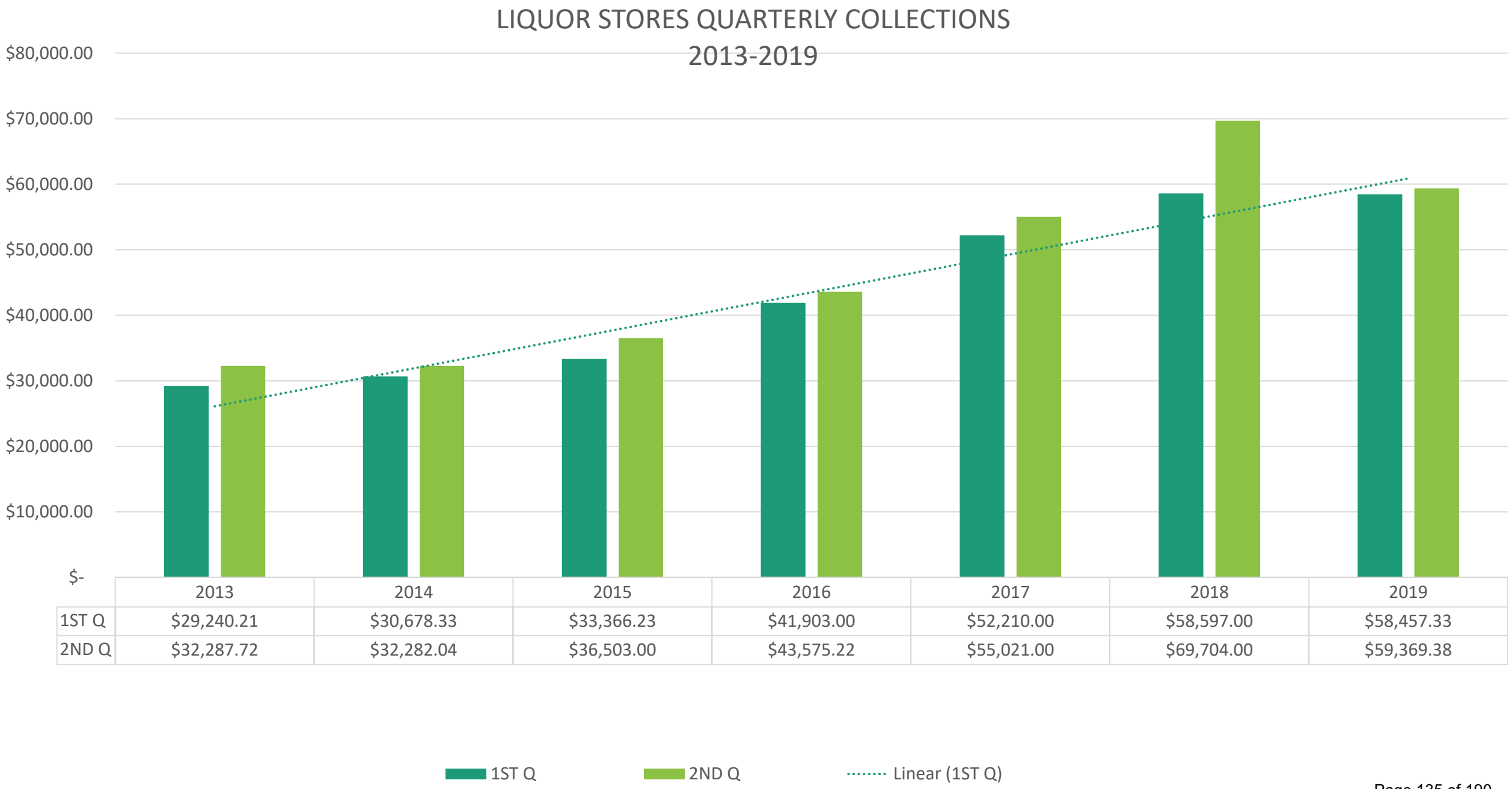
FOOD QUARTERLY COLLECTIONS
2013-2019



	2013	2014	2015	2016	2017	2018
1ST Q	$211,734.19	$198,749.84	$291,590.20	$247,051.00	$296,908.00	$346,398.00
2ND Q	$193,988.75	$201,911.65	$217,373.43	$225,429.00	$300,241.00	$315,044.00

RESTAURANTS & BARS QUARTERLY COLLECTIONS
2013-2019

	2013	2014	2015	2016	2017	2018	2019
1ST Q	$126,246.97	$129,304.00	$153,184.00	$146,474.00	$172,287.00	$183,983.00	$178,393.34
2ND Q	$129,398.73	$137,848.00	$164,057.00	$157,928.00	$188,238.00	$200,070.00	$202,903.06



	2013	2014	2015	2016	2017	2018	2019
1ST Q	$29,240.21	$30,678.33	$33,366.23	$41,903.00	$52,210.00	$58,597.00	$58,457.33
2ND Q	$32,287.72	$32,282.04	$36,503.00	$43,575.22	$55,021.00	$69,704.00	$59,369.38

LODGING QUARTERLY COLLECTIONS
2013-2019

	2013	2014	2015	2016	2017	2018	2019
1ST Q	$59,708.00	$63,525.00	$76,505.00	$87,938.00	$94,225.00	$88,766.00	$96,699.51
2ND Q	$41,068.00	$35,521.00	$46,083.00	$53,059.00	$64,375.00	$86,681.00	$61,965.94

UTILITIES QUARTERLY COLLECTIONS
2013-2019

	2013	2014	2015	2016	2017	2018	2019
1ST Q	$138,986.76	$139,163.47	$135,528.00	$137,923.00	$149,364.00	$150,181.00	$146,026.55
2ND Q	$93,477.93	$101,225.47	$99,307.00	$100,861.00	$106,714.00	$108,099.00	$98,470.49

AUTOMOTIVE QUARTERLY COLLECTIONS
2013-2019

	2013	2014	2015	2016	2017	2018	2019
1ST Q	$14,120.41	$15,450.05	$18,989.05	$19,898.44	$23,529.00	$28,620.00	$25,679.73
2ND Q	$13,214.02	$15,365.35	$16,974.95	$19,673.00	$25,761.00	$25,470.00	$30,315.78

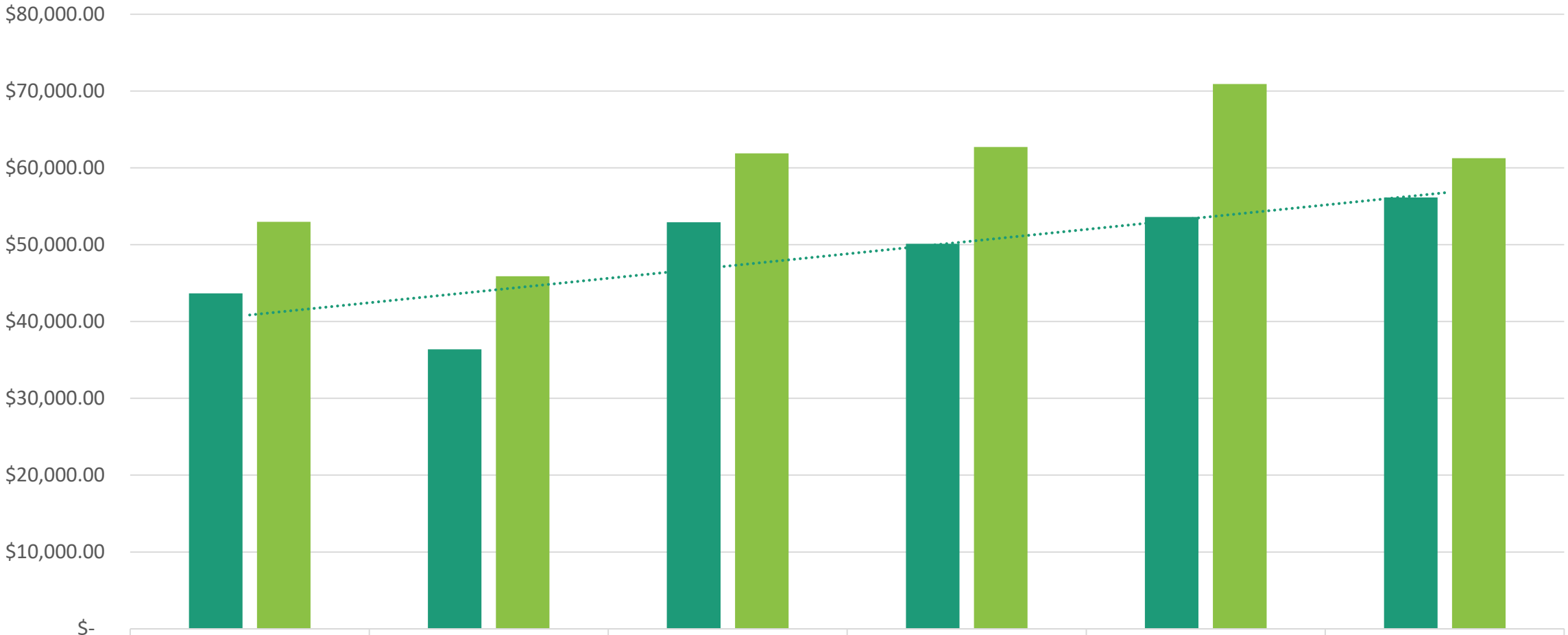
MISCELLANEOUS QUARTERLY COLLECTIONS
2013-2019

	2013	2014	2015	2016	2017	2018	2019
1ST Q	$20,361.00	$22,140.00	$24,753.24	$50,878.00	$48,200.00	$54,757.00	$110,765.40
2ND Q	$35,239.00	$35,302.00	$47,795.00	$47,388.00	$54,347.00	$61,796.00	$129,770.40

BUILDING/CONSTRUCTION QUARTERLY COLLECTIONS
2013-2019

	2013	2014	2015	2016	2017	2018	2019
1ST Q	$20,361.00	$22,140.00	$32,099.00	$42,945.32	$71,877.76	$72,253.00	$57,256.78
2ND Q	$35,239.00	$35,302.00	$47,795.00	$53,609.00	$83,956.00	$98,455.00	$98,953.12

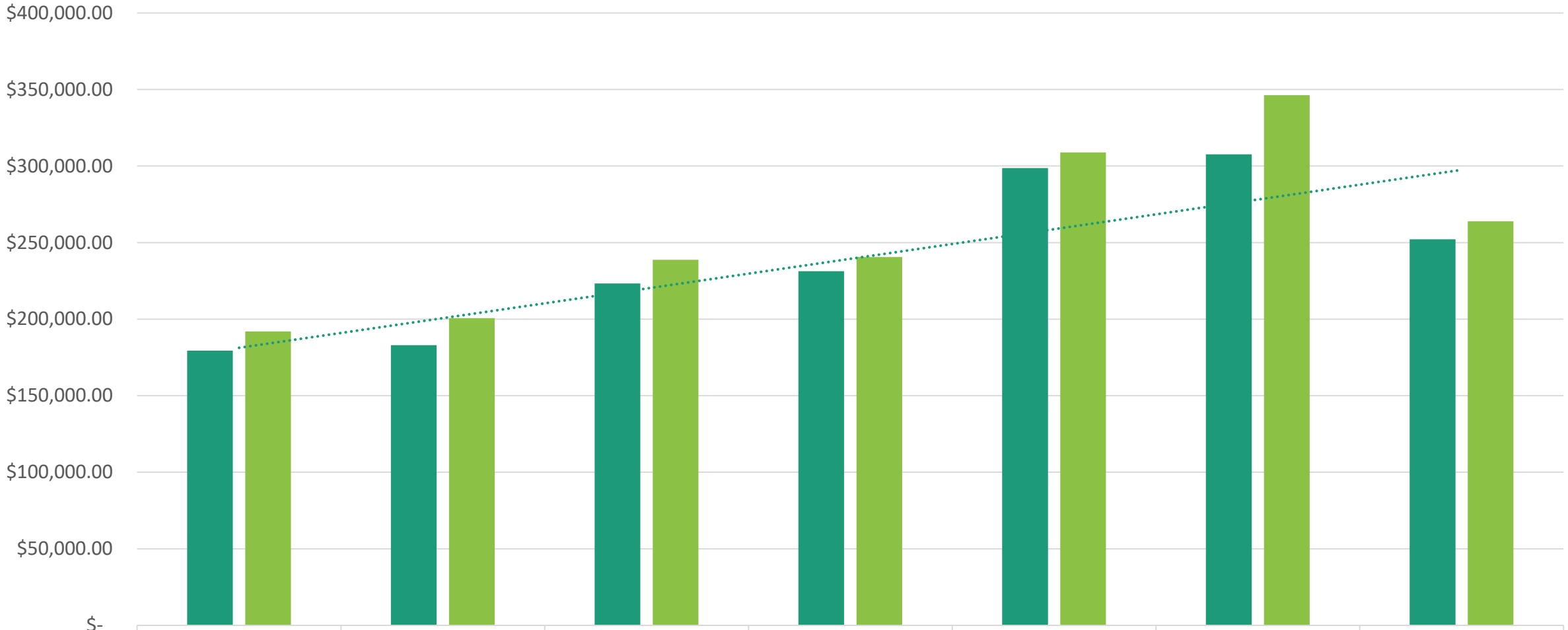
DOWN TOWN DISTRICT QUARTERLY
2013-2019



	2013	2014	2015	2016	2017	2018
FIRST QUARTER	$43,667.00	$36,372.00	$52,910.00	$50,106.00	$53,590.17	$56,150.00
SECOND QUARTER	$52,967.00	$45,903.00	$61,897.00	$62,723.00	$70,919.00	$61,248.00

FIRST QUARTER SECOND QUARTER Linear (FIRST QUARTER)

CHAMBERS AVENUE QUARTERLY
2013-2019



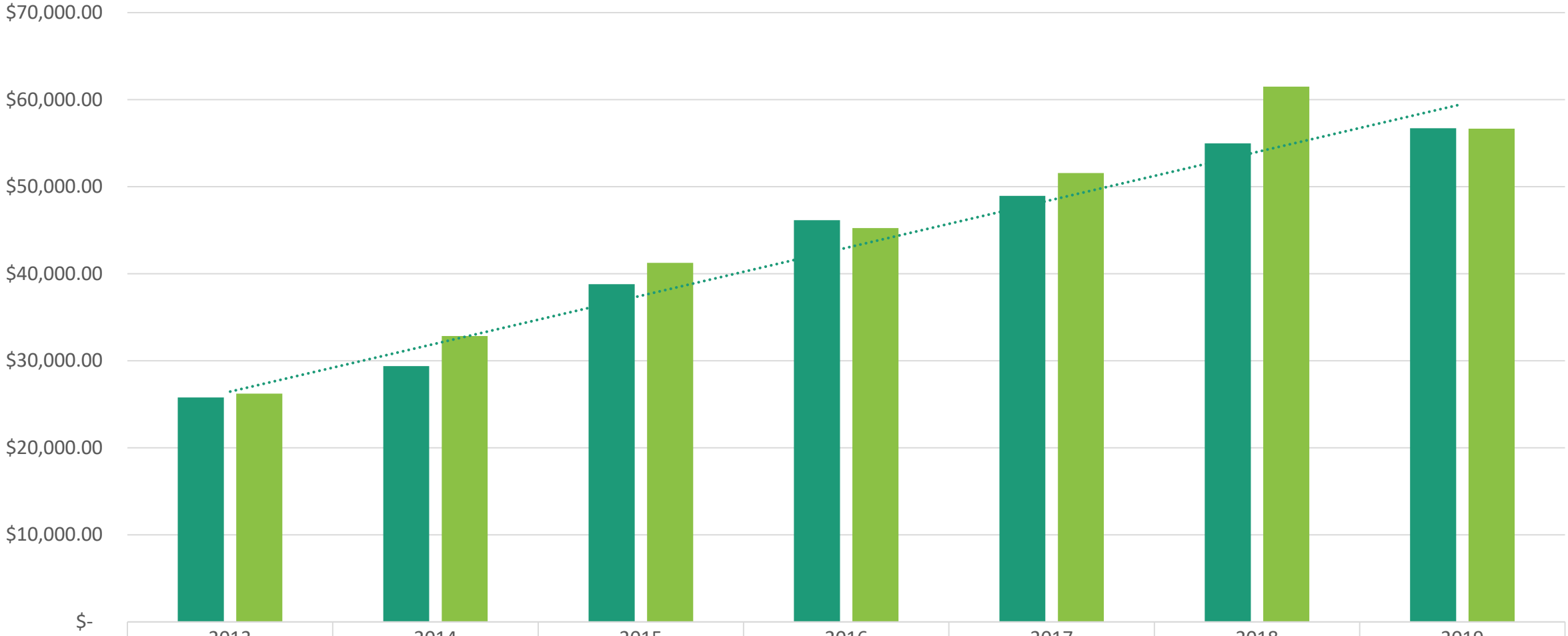
	2013	2014	2015	2016	2017	2018	2019
FIRST QUARTER	$179,418.00	$183,052.00	$223,270.00	$231,277.00	$298,612.00	$307,670.00	$252,096.61
SECOND QUARTER	$191,927.00	$200,696.00	$238,789.00	$240,491.00	$308,898.00	$346,299.00	$263,843.65

FIRST QUARTER SECOND QUARTER Linear (FIRST QUARTER)

MARKET STREET QUARTERLY
2013-2019

	2013	2014	2015	2016	2017	2018	2019
FIRST QUARTER	$272,777.00	$258,982.00	$354,444.00	$325,059.00	$384,063.25	$443,465.00	$439,934.34
SECOND QUARTER	$244,981.00	$280,760.00	$272,211.00	$293,285.00	$380,820.00	$416,025.00	$441,665.87

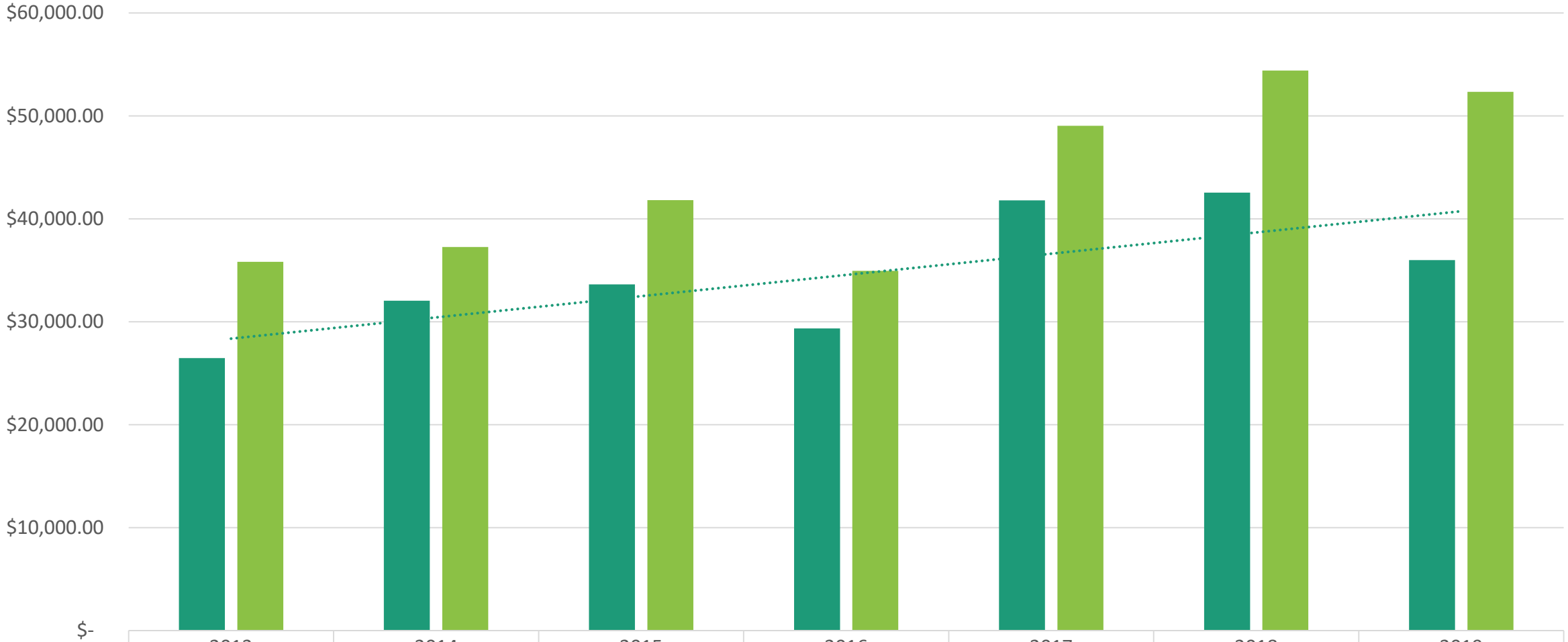
HIGHWAY 6/GRAND AVE. QUARTERLY
2013-2019



	2013	2014	2015	2016	2017	2018	2019
FIRST QUARTER	$25,792.00	$29,394.00	$38,794.00	$46,160.00	$48,955.00	$54,992.00	$56,733.43
SECOND QUARTER	$26,223.00	$32,839.00	$41,246.00	$45,253.00	$51,585.00	$61,510.00	$56,685.60

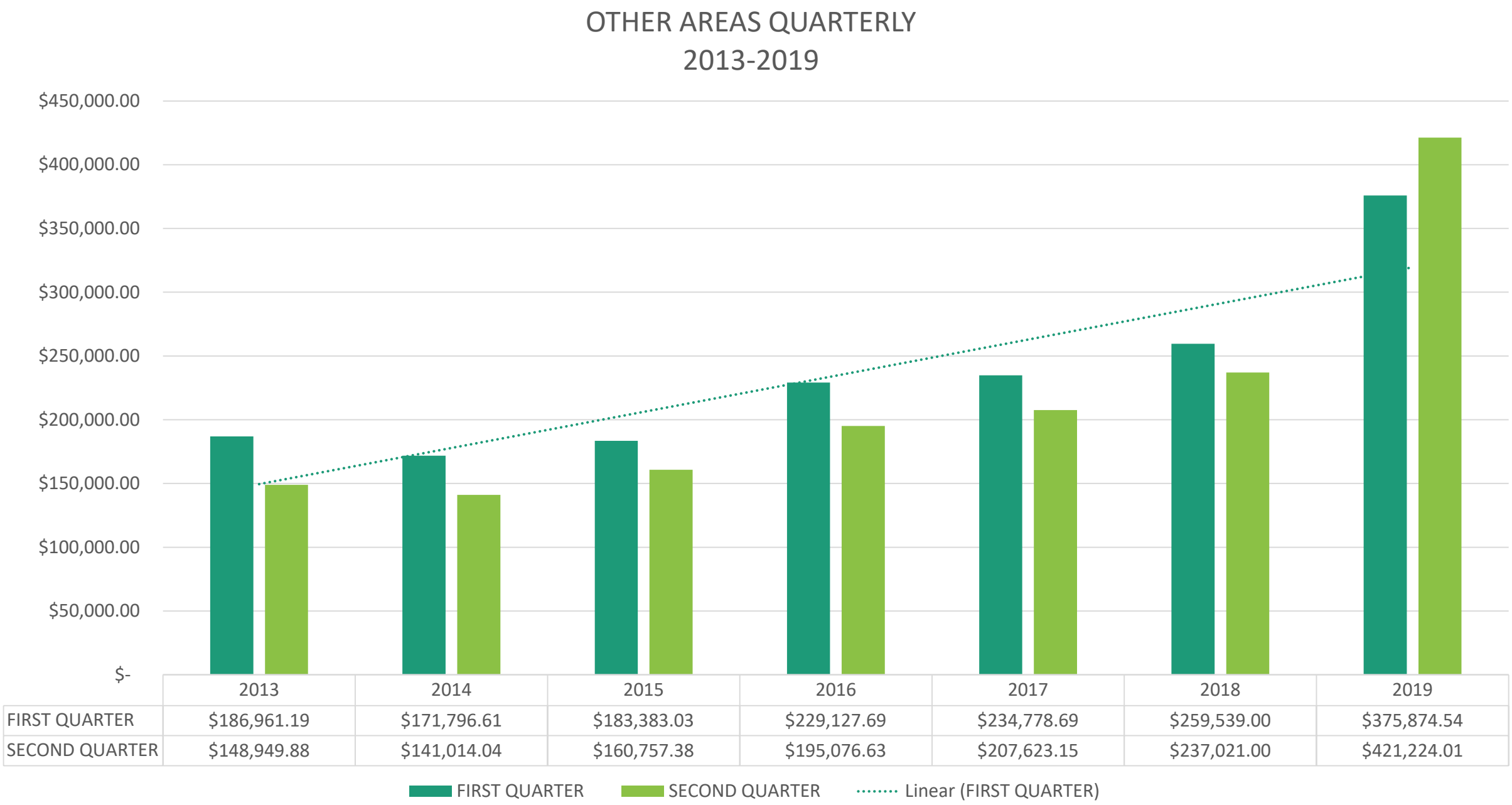
FIRST QUARTER SECOND QUARTER Linear (FIRST QUARTER)

EAGLE RANCH QUARTERLY
2013-2019



	2013	2014	2015	2016	2017	2018	2019
FIRST QUARTER	$26,464.00	$32,052.00	$33,623.00	$29,345.00	$41,784.98	$42,545.00	$35,999.73
SECOND QUARTER	$35,825.00	$37,262.00	$41,824.00	$34,938.00	$49,038.00	$54,401.00	$52,348.70

FIRST QUARTER SECOND QUARTER Linear (FIRST QUARTER)



	2013	2014	2015	2016	2017	2018	2019
FIRST QUARTER	$186,961.19	$171,796.61	$183,383.03	$229,127.69	$234,778.69	$259,539.00	$375,874.54
SECOND QUARTER	$148,949.88	$141,014.04	$160,757.38	$195,076.63	$207,623.15	$237,021.00	$421,224.01

MWH CONSTRUCTORS

Lower Basin Water Treatment Plant

Project Progress Report – August 13, 2019

SAFETY

Total manhours worked to date = 25,000+

Health, Safety, and Environmental Incidents			
Incident Type	**Details**	**Total Incidents in the Period**	**Total To Date**
Health & Safety	None for reporting period	0	1
Environmental	None for reporting period	0	0
Community	None for reporting period	0	0

SCHEDULE

Notice to Proceed: 11 July 2018	***Original Contract***	***Current Contract***	***Forecast***
Total Contract Time	731 Days	750 Days	~750 Days
Substantial Completion Date	11 July 2020	30 July 2020	30 July 2020
Final Completion Date	11 September 2020	30 September 2020	30 September 2020

PROJECT FINANCIALS

Payment Application #12 submitted and approved.

Preconstruction Contract Amount	$638,062
Original Construction Contract Amount	$22,938,752
Change Orders Approved to Date	$107,441
Current Contract Amount	$23,684,255
Forecast Cost At Complete	$23,684,255
Change Orders Approved to Date	3
Payment Applications Submitted	12
Amount Billed to Date	$5,692,939

PROJECT UPDATE SUMMARY

- Final Concrete Pour for Flocculation and Sedimentation Basins in Water Treatment Plant
- Form, Rebar, and Pour Concrete for Membrane Basin Walls. 190 total yds.
- Form, Rebar, and Pour Wall 3A. Final Exterior Wall Pour complete of Basement Level Water Treatment Plant
- Form, Rebar, and Pour all Columns in Basement level of WTB.

PLANNED ACTIVITIES FOR THE NEXT 4 WEEKS:

- Begin forming and rebar install of Raw Water and Settled Water Channel Decking
- Masonry Parapet and Brick Veneer Installation at Raw Water Pump Station
- Install Bar Joists and Roof Decking at Raw Water Pump Station
- Install Roofing at Raw Water Pump Station
- Form and Rebar upper level slabs
- Coanda and Intake Structures to be done 8/15 to 9/30

PROJECT PHOTOS – SEE NEXT PAGE

PROJECT PHOTOS

Membrane Walls in Water Treatment Building Lower Level 8/07/19

Wall Pour 3A 8/07/19

To: Mayor and Town Board of Trustees

From: Jenny Rakow, Town Clerk

Date: August 13, 2019

Agenda Item: Pickups Pizza LLC Request for Modification of Premises

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REQUEST: Pickups Pizza LLC is requesting approval of a Modification of Premises at 422 McIntire Suite 1 for the addition of an outdoor patio. A diagram of the addition is included in the application materials.

BACKGROUND: Application was received on July 2 and properly noticed in the newspaper and with a physical notice posted at the location at least 10 days prior to this hearing. All Departments requiring review have approved and/or had their concerns addressed prior to this hearing and support the Notice of Findings prepared by the Town Clerk.

ANALYSIS: This request is pursuant to: Regulation 47-302 Changing, Altering, or Modifying Licensed Premises. Basis and Purpose. The statutory authority for this regulation is located at subsections 44-3-202(1)(b) and 44-3- 202(2)(a)(I)(A), C.R.S. The purpose of this regulation is to establish procedures for a licensee seeking to make material or substantial alterations to the licensed premises, and provide factors the licensing authority must consider when evaluating such alterations for approval or rejection.

Town Departments (Town Clerk, Police and Planning) have reviewed this application and support its approval.

COMMUNITY INPUT: This is an open Public Hearing. Comments from the Public shall be heard and taken under consideration.

BUDGET / STAFF IMPACT: This application was internally reviewed. The only budget impact was the cost of advertising the public notice.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This is a public request, however, by supporting businesses in pursuit of expansions does align with promoting economic development. This license approval process includes Protecting Public Health, Safety, and the Environment which is a business value of the Town.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to APPROVE or DENY the Notice of Findings and Order for Modification of Premises for Pickups Pizza LLC at 422 McIntire Suite 1.

AND

Second Motion to adjourn from the Liquor License Authority and reconvene the Regular Meeting as the Board of Trustees.

ATTACHMENTS:

1. FULL MODIFICATION APPLICATION FOR REVIEW

2. premise drawing with patio
3. NOTICE OF FINDINGS AND ORDER MODIFICATION

DR 8442 (03/22/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303)-205-2300

FOR DEPARTMENT USE ONLY

Permit Application and Report of Changes

Current License Number 03-11609
All Answers Must Be Printed in Black Ink or Typewritten
Local License Fee $ NO FEE

1. Applicant is a
☐ Corporation ☐ Individual
☐ Partnership ☒ Limited Liability Company

Present License Number: 03-11609

2. Name of Licensee: Pickup's Pizza LLC
3. Trade Name: Pickup's Pizza LLC
4. Location Address: 422 MCINTIRE, Suite 1
City: Eagle
County: Eagle
ZIP: 81631

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change

• License Account No. _____

☐ Manager's Registration (Hotel & Restr.) $75.00

☐ Manager's Registration (Tavern) $75.00

☐ Manager's Registration (Lodging & Entertainment) $75.00

☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE

Section B – Duplicate License

• Liquor License No. _____

☐ Duplicate License $50.00

Section C

☐ Retail Warehouse Storage Permit (ea) $100.00

☐ Wholesale Branch House Permit (ea) 100.00

☐ Change Corp. or Trade Name Permit (ea) 50.00

☐ Change Location Permit (ea) 150.00

☒ Change, Alter or Modify Premises $150.00 x 1
Total Fee $150.00

☐ Addition of Optional Premises to Existing H/R $100.00 x _____
Total Fee _____

☐ Addition of Related Facility to an Existing Resort or Campus Liquor Complex $160.00 x _____ Total Fee _____

☐ Campus Liquor Complex Designation — No Fee

☐ Sidewalk Service Area — $75.00

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

TOTAL AMOUNT DUE $ 150 .00

Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

☐ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 5. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

☐ Section C

Check the appropriate box in section C and proceed below.

1) ***For a Retail Warehouse Storage Permit,*** go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.

2) ***For a Wholesale Branch House Permit,*** go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.

3) ***To Change Trade Name or Corporation Name,*** go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.

4) ***To modify Premise, or add Sidewalk Service Area,*** go to page 4 and complete question 9. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State
Liquor Licensing Authority.

5) ***For Optional Premises*** go to page 4 and complete question 9. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).

6) ***To Change Location,*** go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.

7) ***Campus Liquor Complex Designation,*** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.

8) ***To add another Related Facility*** to an existing Resort or Campus Liquor Complex, go to page 4 and complete question 11.

Storage Permit

5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

☐ **Retail Warehouse Permit for:**

☐ On–Premises Licensee (Taverns, Restaurants etc.)

☐ Off–Premises Licensee (Liquor stores)

☐ **Wholesalers Branch House Permit**

Address of storage premise: _____

City _____, County _____, Zip _____

Attach a deed/ lease or rental agreement for the storage premises.
Attach a detailed diagram of the storage premises.

Change Trade Name or Corporate Name

6. Change of Trade Name or Corporation Name

☐ Change of Trade name / DBA only

☐ Corporate Name Change (Attach the following supporting documents)

1. Certificate of Amendment filed with the Secretary of State, or
2. Statement of Change filed with the Secretary of State, and
3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name	New Trade Name
Old Corporate Name	New Corporate Name

Change of Location

7. Change of Location

NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of $750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority _____ **Date of Hearing** _____

(a) Address of current premises _____

City_____County_____Zip_____

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address _____

City_____County_____Zip_____

(c) New mailing address if applicable.

Address _____

City _____ County _____ State _____ Zip _____

(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

Change of Manager

8. Change of Manager or to **Register the Manager** of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8).

(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)

Former manager's name _____

New manager's name _____

(b) Date of Employment _____

Has manager ever managed a liquor licensed establishment? Yes ☐ No ☐

Does manager have a financial interest in any other liquor licensed establishment? Yes ☐ No ☐

If yes, give name and location of establishment _____

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

9. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed Adding an outdoor patio to current premise, a 17 x 20 foot space set to the southeast exit of our existing premise.

(b) **If the modification is temporary,** when will the proposed change:

Start _____ (mo/day/year) End _____ (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS $300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail and describe any exemptions that apply) Yes ☐ No ☒

(d) Is the proposed change in compliance with local building and zoning laws? Yes ☒ No ☐

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? N/A Yes ☐ No ☐

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation

10. Campus Liquor Complex Designation

An institution of higher education or a person who contracts with the institution to provide food services

(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex Yes ☐ No ☐

Additional Related Facility

11. Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.

(a) Address of Related Facility _____

(b) Outlined diagram provided Yes ☐ No ☐

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge

Signature	Title	Date
	Owner	7/1/2019

Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. **Therefore, This Application is Approved.**

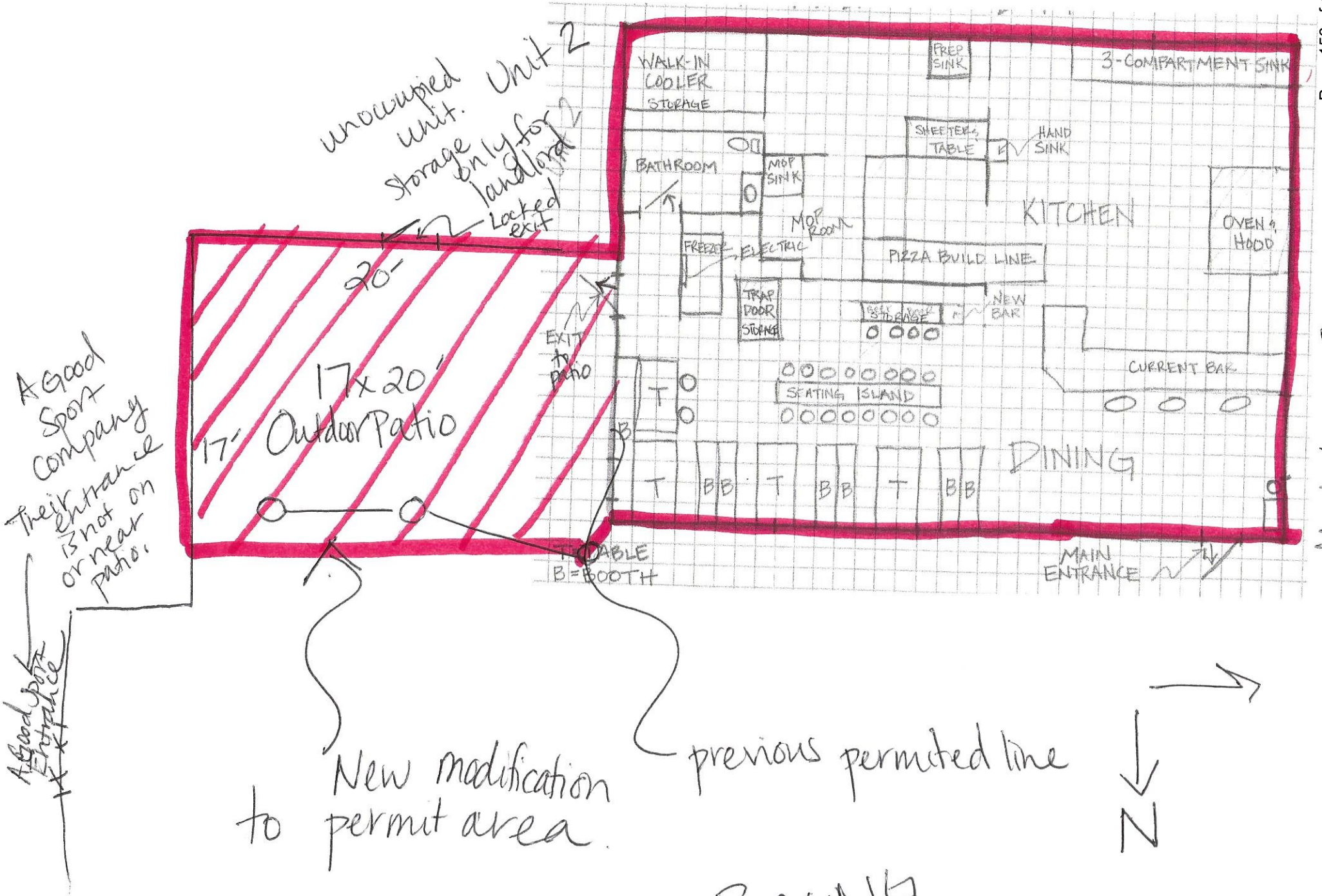
Local Licensing Authority (City or County)	Date filed with Local Authority
TOWN OF EAGLE	JULY 2, 2019

Signature	Title	Date
	TOWN OF EAGLE	8/13/2019

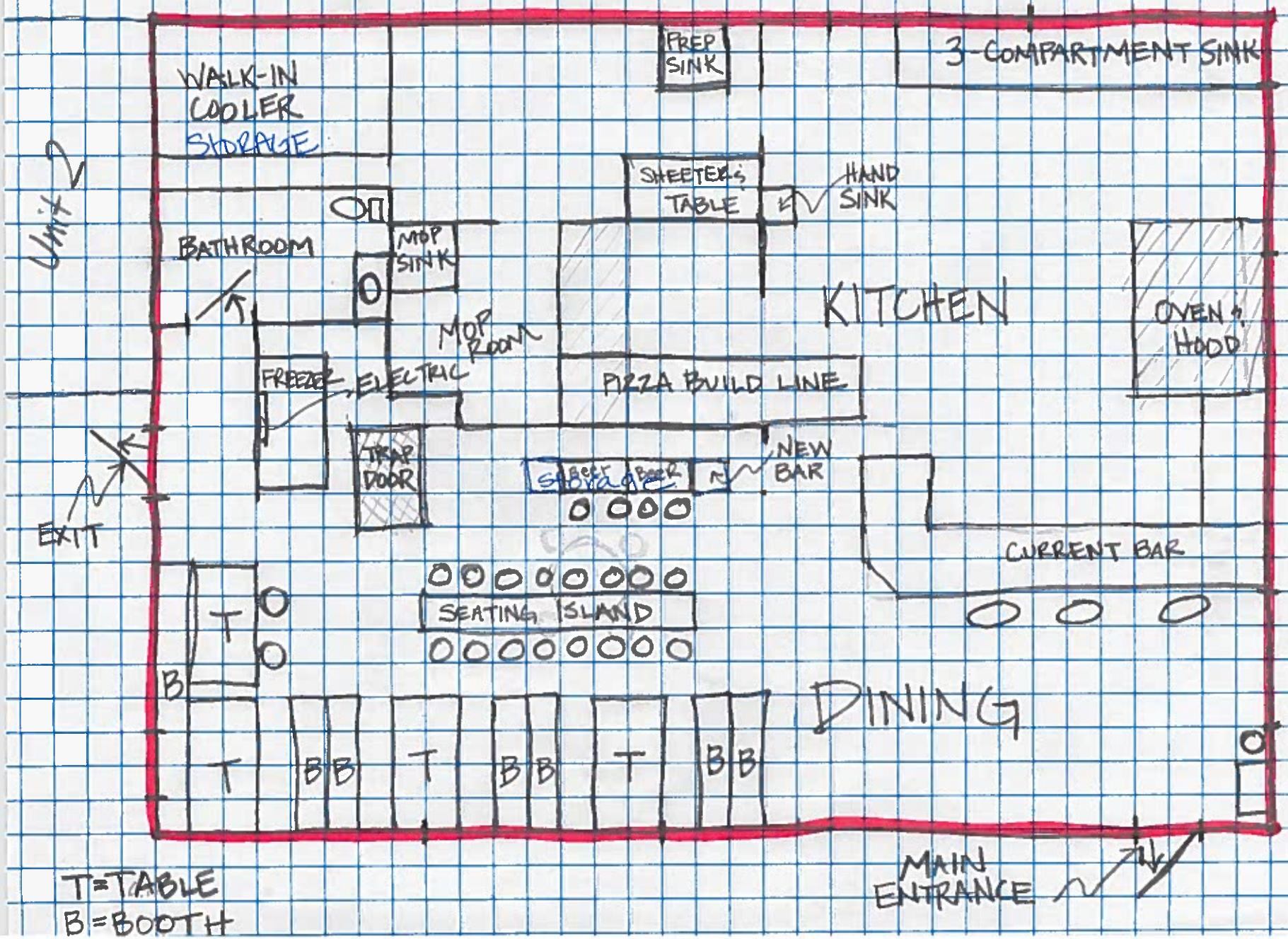
Report of STATE Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Signature	Title	Date


unoccupied unit. Unit 2
Storage only for landlord
Locked exit
20'
17'
17x20' Outdoor Patio
A Good Sport Company
Their entrance is not on or near patio.
A Good Sport Entrance
WALK-IN COOLER STORAGE
PREP SINK
3-COMPARTMENT SINK
SHEETER & TABLE
HAND SINK
BATHROOM
MOP SINK
MOP ROOM
KITCHEN
OVEN & HOOD
FREEZER
ELECTRIC
PIZZA BUILD LINE
TRAP DOOR STORAGE
BEST STORAGE
NEW BAR
EXIT to patio
CURRENT BAR
SEATING ISLAND
DINING
T = TABLE
B = BOOTH
MAIN ENTRANCE
McIntire Street
New modification to permit area
previous permited line
N
PARKING LOT
4th Street

PICKUP'S PIZZA 2019



THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES. THE PARTIES SHOULD CONSULT LEGAL COUNSEL BEFORE SIGNING.

COMMERCIAL LEASE
(NNN)

This Commercial Lease (the "**Lease**") is made effective this 24 day of March, 2019 and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below); all costs, charges, and expenses which Tenant assumes, agrees, or is obligated to pay to Landlord pursuant to the Lease (the "**Additional Rent**"); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in the Lease.

PARTIES, PREMISES, AND DEFINED TERMS

1. **Landlord**: Grand Eagle Real Estate, LLC, a Colorado limited liability (the "**Landlord**").

2. **Tenant**: Pickup's Pizza, LLC, a Colorado limited liability company (the "**Tenant**").

3. **Premises**: Landlord is the owner of certain real estate commonly described as 422 McIntire Street, Eagle, Colorado 81631 (the "**Property**"). Landlord hereby leases and demises to Tenant the property commonly known as: 422 McIntire Street, Suite 1, Eagle, Colorado 81631 in Eagle County, Colorado, consisting of 1205 square feet (the "**Premises**"). Per the Eagle County Assessor, the Property's total square footage is 4421 square feet. Thus, the Premises is 27.25% of the total Property.

4. **Term**: Landlord Leases the Premises to Tenant from twelve o'clock noon on the 1st day of April, 2019 and until 11:59 a.m. on the 31st day of MARCH, 2021 (the "**Term**"). Subject to Tenant's performance of all obligations under the Lease, including, without limitation, payment of Rent and Additional Rent, Tenant shall enjoy quiet possession of the Premises.

5. **Rent**: Subject to the terms of the Work Letter attached hereto and incorporated herein by this reference, base rental for the first year of the Term is Nineteen Thousand Seven Hundred Twenty Eight and 00/100 Dollars ($19,728.00) payable in equal installments of One Thousand Six Hundred Forty Four and 00/100 Dollars ($1,644) in advance to Landlord on the first day of each calendar month for that month's rental before twelve o'clock noon, without notice (the "**Rent**"). Unless otherwise provided in the Lease, all payments due under the Lease, including Additional Rent, shall be made via Electronic Funds Transfer to Landlord's bank account which will be provided to tenant upon execution of this Lease. If the Term does not begin on the first day of the month, the Rent shall be prorated accordingly. Rent for subsequent years of the Term shall be increased at an annual rate of 3% per year.

6. **Option**: Tenant shall have the option to extend the Term, pursuant to the terms and conditions contained herein, for one additional three (3) year period (the "**Option**"). In the event Tenant desires to exercise the Option, Tenant shall, at least one hundred and twenty (120) days before expiration of the Term, provide Landlord with written notice of its intent to exercise the Option. Rent and Additional Rent for the Option shall be adjusted, increased and payable pursuant to Landlord's sole, reasonable discretion. Landlord shall use commercially reasonable best efforts to establish the Rent and estimate of Additional Rent for the Option and Landlord shall advise Tenant of said Rent for the Option within thirty (30) days of Tenant's notice to Landlord of its exercise of the Option. The Option shall only be exercisable provided that no Tenant Defaults currently exist and that no Tenant Defaults have occurred over the Term of the Lease which have not been cured by Tenant as provided by the Lease.

7. **Security Deposit**: Tenant shall keep on deposit with Landlord a security, cleaning, and damage deposit in the amount of Three Thousand Twelve and 00/100 Dollars ($3,012.00) as security for the return of the Premises at the expiration of the Term in as good condition as when Tenant entered the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of the Lease (the "**Security Deposit**"). The Security Deposit shall be payable as follows: Upon execution of this Lease, Tenant shall pay Two Thousand and 00/100 Dollars ($2,000.00) to Landlord and the balance of the Security Deposit ($1,012.00) shall be due and payable from Tenant to Landlord on or before March 1, 2016. Landlord shall not be required to place the Security Deposit in an interest bearing account.

8. **Use**: The Premises shall be used for a pizza restaurant, provided this use conforms with applicable zoning regulations. Tenant shall not, without the prior written consent of Landlord, permit the Premises to be used for any other purpose.

9. **Utilities/Additional Rent**: Tenant shall pay all of the utilities for the Premises indicated in this Paragraph 9 as Additional Rent and shall pay Tenant's Pro Rata Share of all other items in this Paragraph 9 as Additional Rent. Tenant's pro rata share of costs for purposes of the Lease shall be 27.25% ("**Tenant's Pro Rata Share**"). Tenant's Pro Rata Share is determined as a proportion of the whole of the improvements upon the Property, the denominator of which is the number of the square feet available to rent as determined by the Landlord and excluding common areas (4421 sq.ft), and the numerator of which shall be the same square footage as the Premises (1205 sq.ft).

a. **Utilities**: In addition to those items paid by Landlord and charged to as CAM Costs (defined below), Tenant shall be responsible for paying the following utilities on the Premises: ☒ Gas ☒ Phone ☒ Cable/ Satellite T.V. ☒ Internet Access and ☒ Interior Electric. Tenant shall be responsible for the payment of any installation or hook-up fees associated with any of the utilities noted herein. If the Premises does not share meter facilities for utilities and if the utility or utilities are not provided as part of the CAM Costs (as defined below), Tenant shall contract directly with all utility providers and all utility payments shall be directed to the respective utility providers.

ii. The Property shares meter facilities for Water, Sewer, and outdoor electric utilities and also shares refuse disposal/trash removal services. The charges associated with these common utilities shall be allocated to each tenant by Landlord based upon Tenant's Pro Rata Share and shall be payable to Landlord monthly. Landlord shall provide a monthly statement to Tenant showing Tenant's Pro Rata Share of the common utilities for the prior month and Tenant shall pay Tenant's Pro Rata Share of these charges along with Rent for the current month.

b. **CAM Costs**: Tenant shall be responsible for paying Tenant's Pro Rata Share of the annual common area operation and maintenance costs of the Property ("**CAM Costs**"). CAM Costs are all expenditures made by Landlord to operate and maintain the Property, including, but not limited to, repairs, replacement costs (due to ordinary and extraordinary wear and tear or catastrophe), snow/ice removal (including removal from parking areas, abutting roadways, and walkways), landscaping, tree, and lawn maintenance, interior and exterior painting, sign installation and maintenance related to the entire Property, repair and replacement of the roof of the Property, repair and replacement of the parking lot, repair and replacement of the utility and HVAC systems, depreciation of machinery and equipment used in such repair and replacement, and cost of all personnel to implement such services. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete, or exhaustive list of all possible CAM Costs.

c. **Tax Costs**: Tenant shall be responsible for paying Tenant's Pro Rata Share of annual taxes, assessments, and governmental charges relative to the Property ("**Tax Costs**"). The Tax Costs shall include, but not be limited to, all federal, state, county, municipal, or other governmental or quasi-governmental taxes or assessments levied upon, charged against, or assessed in connection with the use of the Property. Tax Costs shall not include state, or federal income taxes owed by Landlord.

d. **Landlord's Insurance Costs**: The Landlord shall procure and maintain such fire and casualty, loss of rents, and liability insurance on the Property as it deems proper and appropriate ("**Insurance Costs**"). Tenant shall be responsible for paying Tenant's Pro Rata Share of Insurance Costs. Such insurance shall not be required to cover any of the Tenant's property and the Tenant shall have no interest in any of the proceeds of such insurance.

10. **Payment of Additional Rent**: All Additional Rent shall be paid by Tenant to Landlord in equal monthly installments concurrent with the Rent. Payments of Additional Rent shall be calculated as follows: on, or before the commencement date of the calendar year, Landlord shall give Tenant a statement of the estimated annual CAM Costs, Tax Costs, and Insurance Costs for the Property ("**Estimate of Costs**"). The current Estimate of Costs for the Premises for the Term of the Lease is approximately $7/square foot. Tenant shall pay Additional Rent to Landlord based upon the Estimate of Costs divided by twelve (12), known as $702.92 monthly, equal to $8435.04 annually. The Estimate of Costs shall be the basis of such Additional Rent calculated until Tenant is notified by Landlord of a change thereof. Within ninety (90) days of the end of each calendar year, Landlord shall compute actual CAM Costs, Tax Costs, and Insurance Costs for the preceding year (the "**Actual Costs**"). Landlord shall

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4. **Term**: Landlord Leases the Premises to Tenant from twelve o'clock noon on the 1st day of April, 2019 and until 11:59 a.m. on the 31st day of March, 2021 (the "**Term**"). Subject to Tenant's performance of all obligations under the Lease, including, without limitation, payment of Rent and Additional Rent, Tenant shall enjoy quiet possession of the Premises.

5. **Rent**: Subject to the terms of the Work Letter attached hereto and incorporated herein by this reference, base rental for the first year of the Term is Nineteen Thousand Seven Hundred Twenty Eight and 00/100 Dollars ($19,728.00) payable in equal installments of One Thousand Six Hundred Forty Four and 00/100 Dollars ($1,644) in advance to Landlord on the first day of each calendar month for that month's rental before twelve o'clock noon, without notice (the "**Rent**"). Unless otherwise provided in the Lease, all payments due under the Lease, including Additional Rent, shall be made via Electronic Funds Transfer to Landlord's bank account which will be provided to tenant upon execution of this Lease. If the Term does not begin on the first day of the month, the Rent shall be prorated accordingly. Rent for subsequent years of the Term shall be increased at an annual rate of 3% per year.

6. **Option**: Tenant shall have the option to extend the Term, pursuant to the terms and conditions contained herein, for one additional three (3) year period (the "**Option**"). In the event Tenant desires to exercise the Option, Tenant shall, at least one hundred and twenty (120) days before expiration of the Term, provide Landlord with written notice of its intent to exercise the Option. Rent and Additional Rent for the Option shall be adjusted, increased and payable pursuant to Landlord's sole, reasonable discretion. Landlord shall use commercially reasonable best efforts to establish the Rent and estimate of Additional Rent for the Option and Landlord shall advise Tenant of said Rent for the Option within thirty (30) days of Tenant's notice to Landlord of its exercise of the Option. The Option shall only be exercisable provided that no Tenant Defaults currently exist and that no Tenant Defaults have occurred over the Term of the Lease which have not been cured by Tenant as provided by the Lease.

7. **Security Deposit**: Tenant shall keep on deposit with Landlord a security, cleaning, and damage deposit in the amount of Three Thousand Twelve and 00/100 Dollars ($3,012.00) as security for the return of the Premises at the expiration of the Term in as good condition as when Tenant entered the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of the Lease (the "**Security Deposit**"). The Security Deposit shall be payable as follows: Upon execution of this Lease, Tenant shall pay Two Thousand and 00/100 Dollars ($2,000.00) to Landlord and the balance of the Security Deposit ($1,012.00) shall be due and payable from Tenant to Landlord on or before March 1, 2016. Landlord shall not be required to place the Security Deposit in an interest bearing account.

provide Tenant with a statement of Actual Costs. In the event that Tenant's payment of Additional Rent for said calendar year totals less than the Tenant's pro-rata share of the Actual Costs, Tenant shall be obligated to pay Landlord, within ten (10) days of receipt of statement, the difference between Tenant's pro-rata share of Actual Costs and the Additional Rent actually paid for said calendar year. In the event Tenant's Additional Rent actually paid for said calendar year exceeds Tenant's pro-rata share of Actual Costs, such excess shall be placed into a Capital Improvement Account controlled by Landlord and Tenant shall not be entitled to any refund of the amounts of Additional Rent that were in excess of the Actual Costs. The Capital Improvement Account shall be used for the upkeep of the Premises and Tenant acknowledges that this Capital Improvement Account is advantageous and valuable to Tenant as it is aimed to protect the general health, safety and welfare of Tenant, Tenant's patrons, and the general public. The Actual Costs of the prior calendar year shall be used for the purpose of calculating the Estimate of Costs for the then current year.

11. **Late Payments**: If any Rent, Additional Rent, or other payment is received later than three (3) days after the date when due, the parties agree that Additional Rent in the amount of ten percent (10%) of the outstanding sums shall also be due and payable. The addition of such amount and the collection thereof shall not operate to waive any other rights of Landlord for nonpayment of Rent, or for any other reason. Tenant acknowledges and agrees that the damages caused to Landlord by a late payment are difficult to calculate and that the Additional Rent in this Paragraph 11 is proper as liquidated damages and should not be seen as a penalty.

12. **Repairs and Maintenance of the Premises**: The Landlord shall maintain the foundation, exterior walls, and roof of the Improvements in good repair. The Tenant agrees to keep all the other improvements (including by way of example, grease traps, walk-in cooler, light-fixtures and bulbs, storage areas, flooring, shelving, cabinetry, kitchen equipment, countertops, gardens, lawns, plate glass and other windows, window frames, and doors) upon the Premises repaired and maintained in good order as described in the Lease. The Tenant shall keep all sidewalks in front of the Premises free and clear of ice and snow.

13. **Parking**: For the Term, Landlord grants to Tenant and its employees and invitees, at no additional charge, a Parking License. The Parking License is a non-exclusive license for the use of two (2) parking spaces as designated by Landlord upon the Property (the "**Parking License**"). The Parking License shall be effective for the Term of the Lease as defined herein. Landlord and Tenant shall designate specific spaces for the Parking License prior to commencement of the Term. Tenant acknowledges that the Property has a limited number of parking spaces. Landlord shall assign the number of parking spaces accordingly: if the Premises is greater than 1,000 square feet, the Premises will be assigned two (2) parking spaces: whereas if the Premises is under 1,000 square feet, the Premises will be assigned one (1) parking space.

PREMISES

14. **Common Areas**: The common areas are all areas outside of the Premises upon the Property designated by Landlord for common use of Tenant, its employees, licensees, invitees, contractors, and Landlord (the "**Common Areas**"). Landlord grants to Tenant, its employees, licensees, invitees and contractors a non-exclusive license over such Common Areas of the Property necessary to the use and occupancy of the Premises and Parking License (the "**Common Area License**"). Said License shall be effective for the Term of the Lease. Tenant shall not use Common Areas for any type of storage, or parking of trucks, trailers, or other vehicles without the advance written consent of Landlord. All parking and Common Areas of Property shall at all times be subject to the management of Landlord, and are not part of the Premises. All use of the Common Areas shall be at the sole risk of Tenant, and Landlord is not liable for any damages, or injuries occasioned by such use. Landlord shall have the right, power, and authority to compile, promulgate, change, and modify all rules and regulations that it may, in its sole discretion, deem necessary for use of the Common Areas. Tenant agrees to abide by and conform with all rules and regulations pertaining to such Common Areas. Landlord shall have the right to construct, maintain, and operate lighting facilities: to police and from time to time change the area, location, and arrangement of the Common Areas and facilities: to restrict employee parking to certain areas: to temporarily close all, or any portion of the Common Areas: to discourage non-customer parking: and to do and perform any and all such other acts in and to said Common Areas and facilities as Landlord shall determine in its sole and absolute discretion.

a. **Landlord's Use of Common** Area. Tenant acknowledges and agrees that Landlord may enter into agreements that allow seasonal or temporary use of the Common Areas. Landlord shall use its reasonable best efforts not to materially or unreasonably affect access or use of the Premises by Tenant. Examples of such use of the Common Areas by Landlord shall include but not be limited to fruit/vegetable stand, hanging baskets for sale, recreational equipment displayed on the lawn. Landlord shall require that any such vendors provide appropriate

proof of insurance to Landlord.

15. Condition of Premises and Representations: Tenant is familiar with the physical condition of the Premises and the Property. Except as may otherwise be provided in the Lease, Landlord makes no representations, or warranties as to the physical condition of the Premises, or the Property, or their suitability for Tenant's intended use. In the event that Landlord agrees to provide any renovations, build-out, or any other labor and materials for the improvement of the Premises, or any allowance for improvements to be effected by Tenant, such work, or allowance shall be specified and agreed to between the parties in a separate document appended to this Lease and which shall constitute a part of this Lease ("**Work Letter**"). Other than the work, if any, to be performed pursuant to Tenant's Work Letter, the Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. Landlord makes no representations, or warranties as to the suitability of the Premises for Tenant's intended use. Landlord further makes no representations, or warranties as to whether Tenant's intended use will necessitate changes, or alterations to the Premises in order to comport with local, state, or federal laws and regulations. Such laws and regulations include, but are not limited to: health code regulations, access regulations (including, but not limited to, the Americans with Disabilities Act), and zoning regulations. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any local, state, or federal laws and regulations because of Tenant's intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant's use of the Premises in violation of any local, state, or federal laws and regulations.

16. Check-In Inspection: At the start of the paid-rent period, Landlord and Tenant may conduct an inspection of the Premises at the time of possession. A check-in inspection sheet may be completed at that time and the information contained therein shall be sufficient and satisfactory proof of the condition of the Premises at the time of possession, should a subsequent dispute arise at a later date as to the condition of the Premises at the time of move-in.

17. Use of Premises: Tenant, in consideration of the leasing of the Premises, agrees as follows:

a. Use of Premises: To use and occupy the Premises solely as and for the use specified in Paragraph 8 of the Lease. Landlord's consent to the aforementioned use is not an assurance, or warranty that the Premises' attributes are sufficient for Tenant's use. Tenant represents and warrants that it has conducted sufficient due diligence to assure itself that the Premises are suitable for its use, and that such use is permitted by applicable law. Landlord expressly reserves its right to lease space within the Property as it sees fit, unless explicitly prohibited by other provisions in the Lease. Landlord's demise of the Premises to Tenant does not preclude Landlord from leasing other parts of the Property to other tenants who may be viewed objectively, or subjectively as competing with Tenant.

b. Signage: Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with size and other requirements of Landlord and as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances. All signage shall conform to aesthetic and design criteria, themes, and standards of the Property and the Improvements. Additionally, Landlord may provide signage space on a common, or community sign located on the Property.

c. Vacancy: It will be deemed a Default of the Lease if the Premises are left vacant and unoccupied for thirty (30) days. In addition to other remedies contained in the Lease, the Landlord may, without being obligated to do so, and without terminating the Lease, retake possession of the Premises and relet, or attempt to relet them for such rent and upon such conditions as the Landlord deems best, making such changes and repairs as may be required, giving credit for the amount of rent so received, less all expenses of such changes and repairs. Tenant shall be liable for the balance of the Rent and Additional Rent herein reserved until the expiration of the Term.

d. Legal Compliance: Tenant and its licensees and invitees shall comply with and abide by all federal, state, county, and municipal laws and ordinances in connection with the occupancy and use of the Premises. Tenant and its licensees and invitees may not possess, or consume alcoholic beverages on the Premises unless they are of legal age. Alcoholic beverages shall be sold upon the Premises only when proper licenses have been obtained; copies of such licenses will be provided to Landlord upon initial granting and every renewal. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person occupying or present upon the Premises) shall be permitted upon the Premises. Tenant hereby covenants and agrees to use its

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reasonable efforts to prevent and preclude its employees, guests, invitees, etc. from the aforementioned illegal conduct. Tenant and its licensees and invitees shall not use the Premises in any way that may result in an increase of the rate or cost to the Landlord to insure the Property. No hazardous or dangerous activities are permitted upon the Premises.

e. **Additional Prohibitions**: Neither Tenant nor its subtenants, licensees, volunteers, employees, guests, or invitees shall act in any manner that would interfere with, or be a nuisance to, other subtenants, occupants, or invitees of the Premises, or adjacent property owners, or adjacent tenants, or that would interfere with those other parties' quiet enjoyment of their premises. Said prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of Landlord, co-tenants, or any person living on or near the Premises. Tenant shall keep all portions of the Premises in a clean, safe, sanitary, and habitable condition.

f. **Pets and Animals**: Pets or animals shall not be permitted upon the Premises.

g. **Storage/Trash**: Tenant shall store all personal property entirely within the Premises. Tenant shall store all trash and refuse in adequate containers within the Premises, which Tenant shall maintain in a neat and clean condition, or within designated Common Areas so as not to be visible to members of the public in, or about the Property, and so as not to create any health, animal, or fire hazard.

h. **Hazardous Material Prohibited**: Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in, or about the Premises by Tenant, its agents, employees, contractors, or invitees. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused, or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is responsible to Landlord for resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

i. **Quiet Enjoyment**: Landlord agrees that upon Tenant paying the Rent and performing Tenant's obligations under the Lease, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Term or until the Lease is terminated pursuant to its terms. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers of Landlord's interest in the Premises or in the Property, other than a transfer for security purposes only, the Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

j. **Rules and Regulations**: Landlord shall provide Tenant with a copy of all rules and regulations affecting the Premises, and Tenant shall abide by all such rules and regulations.

18. **Subletting or Assignment:** Tenant shall not sublet the Premises or any part thereof, nor assign the Lease or any interest therein, without the prior written consent of Landlord. Such consent shall be at the sole discretion of Landlord. As a condition of assignment or sublease, Landlord may require the continued liability of Tenant or a separate personal guaranty by Tenant or its principal. If Tenant is a corporation, limited liability company, or other entity that is not a natural person, any change in ownership of more than thirty percent (30.0%) (over any period) of the ownership interest shall be deemed an assignment of the Lease. In the event an assignment or sublease is permitted, all payments from assignee or sublessee shall be made directly by said party to Landlord, and not through Tenant.

19. **Surrender of Premises:** Tenant will return the Premises to Landlord at the expiration of the Term in as good order and repair as when Tenant took possession, loss by casualty and normal wear and tear excepted. Furthermore, immediately prior to Tenant's return of the Premises to Landlord, Tenant shall water-jet all drains, recharge/inspect fire protection1 system if used for business operations, have both hoods professionally cleaned and Tenant shall provide invoices for each of these aforesaid services as proof of completion. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. In the event that Tenant fails to redeliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement, and cleaning. The cost of any work necessitated shall be deducted from the Security Deposit; if the Security Deposit is insufficient to cover work performed, Tenant shall be obliged to pay the additional balance.

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20. Removal of Fixtures/Redelivery: Tenant shall remove, at the termination of the Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property that are not permanently affixed to the Premises. Tenant shall remove the alterations and additions and signs made by Tenant as Landlord may request and repair any damage caused by such removal. Tenant shall peaceably yield up the Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove); and all fixtures, furnishings, floor coverings, and equipment that are permanently affixed to the Premises which shall thereupon become the property of the Landlord. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord. Though called a floating floor and therefore unattached, the vinyl plank flooring (installed in 2015) shall remain as part of the Premises.

PAYMENTS

21. Payments/Dishonored Checks: Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Dishonored checks and any checks received late in the mail will be treated as late payments. Additional bank and handling charges may also be assessed in the event of a dishonored check. The foregoing items shall be deemed Additional Rent. Landlord may require Tenant to replace such dishonored check with a money order, cashier's check, or other good funds. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or other good funds.

22. Partial Payment: If any partial payment is made by Tenant, it shall be allocated first to the payment of Additional Rent, including, without limitation, utilities (if applicable) and other expenses; and second to unpaid Rent. Acceptance by Landlord of any partial payment shall not waive the right of Landlord to require immediate payment of the unpaid balance of Rent or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.

23. No Offset: No assent, express or implied, to any Default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

24. Joint and Several Obligations of Tenant: In the event more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease. This means that all persons comprising Tenant are each, together and separately, responsible for all of Tenant's obligations. Landlord may, at its option, determine whom to hold responsible.

SECURITY DEPOSIT

25. Security Deposit:

a. **Security Deposit**: To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in the Lease to be observed and performed, Tenant shall deposit with Landlord the Security Deposit prior to commencement of the Lease. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise.

b. **Application of Security Deposit**: The parties agree: (1) that the Security Deposit or any portion thereof, may be applied to the curing of any Default that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that the Landlord may have on account thereof, and upon such application Tenant shall pay Landlord within seven (7) days of Landlord's demand the amount so applied, which shall be added to the Security Deposit so it will be restored to its original amount; (2) that should the Premises be conveyed by Landlord, the Security Deposit or any portion thereof may be turned over to Landlord's grantee, and if the Security Deposit is turned over, Tenant agrees to look to such grantee for such application or return; (3) that Landlord shall not be obligated to hold Security Deposit as a separate fund; (4) that should the Rent be increased, the Security Deposit shall be increased in the same proportion within thirty (30) days of such Rent increase; and (5) that should a Default occur, Landlord may, as an additional remedy, increase the Security Deposit at its sole discretion.

c. **Return of Security Deposit**: If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty

(60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

REPAIRS AND MAINTENANCE

26. Improvements, Repairs, and Maintenance: Subject to the limitations set forth in Paragraphs 27 and 28 below, either Landlord or Tenant, as specified in Paragraph 12 above, shall be responsible for the cost and condition of the respective improvements, repairs, and maintenance relating to all structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances, and glass used in connection with the Premises.

27. Landlord's Limited Responsibility: In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Landlord shall be responsible for: (i) any repairs, replacements, restorations, or maintenance that have been necessitated by reason of ordinary wear and tear, and (ii) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces, or acts of God, or by fire not caused by Tenant. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse of Tenant, its agents, employees, customers, licensees, invitees, or contractors shall be paid by Tenant to Landlord promptly upon billing. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Base and Additional Rent or damages, or be deemed an eviction of Tenant in whole or in part. In the event Landlord is responsible for any repairs, replacements, restorations, or maintenance, under this Paragraph or Paragraph 12, Landlord shall be permitted to first apply funds from the Capital Improvement Account to any such repairs, replacements, restorations, or maintenance before Landlord shall have any personal liability therefor.

28. Tenant's Allowed Responsibilities: In the event Paragraph 12 of the Lease provides for *Landlord's responsibility for certain repair and maintenance, Tenant shall not perform or contract with third parties* to perform any repairs of any kind upon the Premises or structure upon which the Premises are located. In the event any repair that is the responsibility of Landlord becomes necessary, Tenant shall notify Landlord as soon as possible, and allow reasonable time for the work to be completed. Any unauthorized work performed or contracted for by Tenant will be at the sole expense of Tenant. In addition, should any repair or maintenance require permitting from local governmental or quasi-governmental authorities, Tenant shall be responsible for payment of any required permits. Further, Tenant shall furnish Landlord with any inspection reports associated with any required permitting and shall provide evidence satisfactory to Landlord that any repairs or maintenance are compliant with local codes or ordinances.

29. Tenant's Duty to Repair: In the event Paragraph 12 of the Lease provides for Tenant's responsibility for certain repair and maintenance, Tenant shall, at Tenant's sole cost and expense, maintain the Premises, including, but not limited to, the plumbing, exterior plate glass, other windows and window frames, fixtures, inside electric wiring, appliances, and interior walls, doorways, and appurtenances belonging thereto installed for the use or used in connection with the Premises. Tenant shall, at Tenant's own expense, make as and when needed all repairs to the Premises and to all such equipment, fixtures, appliances, and appurtenances necessary to keep the same in good order and condition. Tenant repairs shall include all replacements, renewals, alterations, and betterments (the "**Tenant Repairs**"). *All Tenant Repairs shall be equal or better in quality and class to the* original work. In the event Tenant fails to complete Tenant Repairs, Landlord may obtain them and bill Tenant for such work as Additional Rent. In addition, should any repair or maintenance require permitting from local governmental or quasi-governmental authorities, Tenant shall be responsible for payment of any required permits. Further, Tenant shall furnish Landlord with any inspection reports associated with any required permitting and shall provide evidence satisfactory to Landlord that any repairs or maintenance are compliant with local codes or ordinances.

30. Tenant Improvements: Unless otherwise provided in the Work Letter, Tenant shall be solely responsible for any and all improvements and alterations within the Premises necessary for Tenant's intended use of the Premises, including, but not limited to, electrical wiring, HVAC, plumbing, framing, drywall, flooring, finish work, telephone systems, wiring, and fixtures necessary to finish the Premises to a condition suitable for Tenant's use (the "**Tenant Work**").

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31. Improvements/Prior Landlord Consent: Tenant agrees to submit to Landlord complete plans and specifications, including engineering, mechanical, and electrical work covering any and all contemplated Tenant Work, if applicable, and any subsequent improvements or alterations of the Premises. The plans and specifications shall be in such detail as Landlord may require, and in compliance with all applicable statutes, ordinances, regulations, and codes. As soon as reasonably feasible thereafter, Landlord shall notify Tenant of any failures of Tenant's plans to meet with Landlord's approval. Tenant shall cause Tenant's plans to be revised to the extent necessary to obtain Landlord's approval. Tenant shall not commence any Tenant Work, or any other improvements, or alterations of Premises until Landlord has approved Tenant's plans.

32. Tenant Work and Repairs/Compliance with Codes/Mechanic Liens: Tenant shall procure all necessary permits before undertaking Tenant Work or Tenant Repairs. Tenant shall perform all Tenant Work or Tenant Repairs in a good and workmanlike manner. Tenant shall use materials of good quality and perform Tenant Work or Tenant Repairs only with contractors previously approved of in writing by Landlord. Tenant shall comply with all laws, ordinances, and regulations, including, but not limited to, building, health, fire, and safety codes. Tenant hereby agrees to hold Landlord and Landlord's agents harmless and indemnified from all injury, loss, claims, or damage to any person or property (including the cost for defending against the foregoing) occasioned by, or growing out of Tenant Work or Tenant Repairs. Tenant shall promptly pay when due the entire cost of any Tenant Work or Tenant Repairs on the Premises undertaken by Tenant, so that the Premises shall at all times be free of liens for labor and materials. Tenant hereby agrees to indemnify, defend, and hold Landlord harmless of and from all liability, loss, damages, costs, or expenses, including reasonable attorneys' fees, incurred in connection with any claims of any nature whatsoever for work performed for, or materials, or supplies furnished to Tenant, including lien claims of laborers, materialmen, or others. Should any such liens be filed or recorded against the Premises or the Improvements with respect to work done for, or materials supplied to, or on behalf of Tenant, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within five (5) days after notice thereof. If Tenant desires to contest any such claim of lien, Tenant shall nonetheless cause such lien to be released of record by the posting of adequate security with a court of competent jurisdiction as may be provided by Colorado's mechanic's lien statutes. If Tenant shall be in default in paying any charge for which such mechanic's lien or suit to foreclose such lien has been recorded or filed and shall not have caused the lien to be released as aforesaid, Landlord may (but without being required to do so) pay such lien or claim and any associated costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due from Tenant to Landlord as Additional Rent.

33. Common Area Maintenance: Landlord shall use reasonable efforts to maintain and repair Common Areas of Property, including walks and parking lots. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse by Tenant, its employees, licensees, invitees, or contractors shall be paid by Tenant to Landlord. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part. Failure to make such repairs on a timely basis shall constitute default under Section 29.

34. Keys/Locks: Unless expressly permitted by Landlord in writing, Tenant shall not place any additional locks upon the Premises, including, but not limited to, exterior and interior doors. Unless expressly permitted by Landlord in writing, Tenant shall not cause any of the locks or cylinders therein to be changed or re-keyed. In the event Tenant is permitted to place additional locks upon the Premises or is permitted to change the locks on the Premises, Tenant shall provide Landlord with two (2) copies of any and all keys associated therewith.

35. Waste/Rubbish Removal: Tenant shall not lay waste to the Premises. Tenant shall not perform any action or practice that may injure the Premises or Property. Tenant shall keep the Premises and the Property surrounding the Premises free and clear of all debris, garbage, and rubbish. Unless otherwise provided for in the Lease, and subject to Paragraph 9 of the Lease, Landlord shall be responsible for contracting for and paying for trash and removal required by Tenant's reasonable use of the Premises.

DEFAULT, NOTICE AND REMEDIES

36. Default: If Tenant is in arrears in the payment of any installment of Rent, any Additional Rent, or any portion thereof, or is in violation of any other covenants or agreements set forth in the Lease (a "**Default**") and the Default remains uncorrected for a period of three (3) days after Landlord has given written notice thereof pursuant to applicable law, then Landlord may, at Landlord's option, undertake any of the following remedies

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without limitation: (a) declare the Term of the Lease ended; (b) terminate Tenant's right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (c) recover all present and future damages, costs, and other relief to which Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and (f) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of a Default prior to expiration of the Term, Tenant shall remain responsible for the Rent and Additional Rent, subject to Landlord's duty to mitigate such damages. Pursuant to §§ 13-40-104(d.5) and (e.5), and 13-40-107.5, C.R.S., hereby incorporated by reference, in the event repeated or substantial Defaults(s) under the Lease occur, Landlord may terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the remedies listed above.

a. In addition to the remedies listed in this Paragraph 36, Tenant agrees and acknowledges that in the event of a Default, Landlord will incur time, costs and fees that are personal to Landlord. Accordingly, in the event of a Default, Tenant shall be responsible for Landlord's personal time associated with such default at the rate of $45.00/hour. Tenant acknowledges that Landlord's rate is reasonable and prevailing in the area and that the rate charged for Landlord's time is proper as liquidated damages and is not a penalty.

37. **Abandonment**: In the event of an abandonment of the Premises, Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 38 below.

38. **Re-Entry**: In the event of re-entry by Landlord as a result of abandonment or a Default by Tenant:

a. Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs, and reasonable attorneys' fees;

b. Tenant's personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley, or, at Landlord's option, it may be removed and stored, or disposed of at Landlord's sole discretion. Landlord shall not be deemed a bailee of the property removed and Landlord shall not be held liable for the property. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third party and for any legal expense, cost, fine, or judgment awarded to a third-party as a result of Landlord's action under the term of the Lease;

c. Landlord may attempt to relet the Premises for such rent and under such terms as Landlord believes appropriate;

d. Landlord may enter the Premises, clean and make repairs, and charge Tenant accordingly;

e. Any money received by Landlord from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and

f. Tenant shall surrender all keys and peacefully surrender and deliver up possession of the Premises.

INSURANCE AND INDEMNIFICATION

39. **Negligent Damages**: Tenant shall be responsible for and reimburse Landlord for any and all damages to the Premises or Property and persons and property therein caused by the negligent, grossly negligent, reckless, or intentional acts of itself, its employees, agents, invitees, licensees, or contractors.

40. **Liability Indemnification/Insurance**: Tenant shall hold Landlord, Landlord's agents, and their respective successors and assigns, harmless and indemnified from all injury, loss, claims, or damage to any person or property while on the Premises, or any other part of the Property, or arising in any way out of Tenant's business, which is occasioned by a negligent, intentional, or reckless act, or omission of Tenant, its employees, agents, invitees, licensees, or contractors. Tenant shall maintain the following insurance policies and provide copies of same to Landlord naming Landlord as an additional insured and insuring Landlord and Landlord's agents, as their interest may appear, against all claims, demands, or actions for injury to or death.

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Landlord Tenant

Tenant shall obtain an occurrence-based Commercial General Liability Policy with the following limits:

Each Occurrence	$1,000,000.00
Damage to Rented Premises (Each Occurrence)	$1,000,000.00
Medical Expenses (Any one person)	$10,000.00
Personal and ADV Injury	$1,000,000.00
General Aggregate	$2,000,000.00
Products (Comp/OP Agg)	$2,000,000.00
Public Liability	$1,000,000.00

Deductible	$500.00

In addition, upon the hiring of any W-2 employee, Tenant shall be required to obtain a Worker's Compensation and Employers' Liability Insurance Policy with the following limits:

Employers' Liability (Each Accident)	$500,000.00
Employers' Liability Disease (Each Employee)	$500,000.00
Employers' Liability Disease (Policy Limit)	$500,000.00

Each of the above policies shall be made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business, including, but not limited to, events on the Premises and anywhere upon the Property. Tenant shall also obtain any and all additional coverage that may be required by Landlord.

41. **Fire/Casualty Insurance**: Tenant shall maintain plate glass insurance covering all exterior plate glass in the Premises, fire, extended coverage, vandalism, and malicious mischief insurance and such other insurance as Tenant may deem prudent, covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings, and equipment in the Premises.

42. **Insurance Requirements**: All of Tenant's insurance related to the Premises and the Property shall be in the form and from responsible and well-rated companies satisfactory to Landlord, shall name Landlord as an additional insured thereunder, and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for such insurance shall be provided to Landlord prior to commencement of Term and upon request of Landlord.

43. **Waiver of Liability**: Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Property of which they shall be a part, including, but not limited to, claims for damage resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Landlord's failure to keep the Property or the Premises in repair; (3) injury done or occasioned by wind, water, or other act of God; (4) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stairs, porches, railings, or walks; (5) broken glass; (6) the backing-up of any sewer pipe, or downspout; (7) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Property or Premises; (8) the escape of steam, or hot water; (9) water, snow, or ice being upon, or coming

through the roof, skylight, doors, stairs, walks, or any other place upon, or near such Property, or the Premises, or otherwise: (10) the falling of any fixtures, plaster, or stucco; (11) fire or other casualty; and (12) any act, omission, or negligence of co-Tenants, or of other persons or occupants of the Property, or of adjoining or contiguous buildings, or of adjacent or contiguous property.

44. **Third-Party Liability**: Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Improvements, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Improvements.

45. **Landlord Insurance**: Insurance shall be procured by Landlord in accordance with its sole discretion. All awards and payments thereunder shall be the property of the Landlord, and Tenant shall have no interest in the same. Notwithstanding the foregoing, Landlord agrees to obtain building liability and hazard insurance required to be carried for the Property and Premises and adequate hazard insurance, which covers replacement cost of the Property and Premises.

46. **Indemnification Fees and Costs**: In case any claim, demand, action, or proceeding is made or brought against Landlord, its agents, or employees, by reason of any obligation on Tenant's part to be performed under the terms of the Lease or arising from any act of negligence of Tenant or its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

OTHER PROVISIONS

47. **Destruction, or Condemnation of Premises**: Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

a. **Partial Destruction of the Premises**: In case of partial destruction of the Premises by fire, or other casualty, Landlord at its discretion may repair the Premises with reasonable dispatch after notice of said partial destruction. Tenant shall remain responsible for payment of Rent. Subparagraph (d) of this Paragraph shall apply if Landlord determines that the partial destruction will not be repaired.

b. **Premises Untenable**: If the Premises are made totally untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild, or repair, then Subparagraph (d) of this Paragraph shall apply.

c. **Condemnation**: If the whole or part of the Premises are taken by any authority for any public or quasi-public use, or purpose, then Subparagraph (d) of this Paragraph shall apply. All damages and compensation awarded for any taking shall be the sole property of Landlord.

d. **Termination of Term**: Tenant agrees that if Landlord decides not to repair, or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph, the Term hereby granted by the Lease shall cease and the Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this Paragraph. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph, the Term of the Lease shall cease and terminate upon the date that possession of the Premises is taken by the authority. Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this subparagraph.

48. **Holdover**: Tenant shall vacate the Premises and remove all of Tenant's personal property from the Premises prior to 11:59 a.m. on the date the Term expires. Landlord may immediately commence eviction proceedings at its sole discretion. If, after the expiration of the Lease, Tenant shall remain in possession of the Premises and continue to pay Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, at a rate that is double (2x) the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease.

Initials: CO (Landlord) OK (Tenant)

49. **Entry by Landlord**: Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), upon reasonable notice to Tenant. Landlord may also enter the Premises in the event of emergency, without notice, or in the event of vacancy of the Premises, as described in Paragraph 38.

50. **Guarantor**: In the event the Lease is guaranteed, the person(s) guaranteeing the Lease ("**Guarantor**") hereby absolutely guarantees Tenant's obligations and performance under the Lease. Guarantor further agrees to be bound by the same covenants and conditions of the Lease and hereby makes the same warranties and representations as Tenant hereunder. If Tenant defaults in the performance of its obligations under the Lease, Guarantor will perform said obligations.

51. **Subordination/Estoppel/Attornment**: The Lease shall be subordinate to all existing and future mortgages, deeds of trust, and other security interests on the Premises and to any and all extensions, renewals, refinancing, and modifications thereof. Tenant shall execute and deliver whatever instruments may be required for such purposes, or for the purpose of informing a potential or existing lender or purchaser of the Property as to the status of its tenancy. Any such instruments or estoppel letters shall contain all information reasonably required by Landlord or other entity in conjunction with such transaction. Tenant agrees to attorn to a lender or other party coming into title to the Property upon written request of Landlord.

52. **Notices**: All notices required to be sent under the Lease shall be in writing and either: (i) delivered as provided by applicable law, including, *inter alia,* § 13-40-101, C.R.S., *et seq.*, [Colorado Forcible Entry and Unlawful Detainer statute]; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class mail, postage prepaid. All notices required to be sent to Landlord shall be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant shall be sent or delivered to the Premises, unless otherwise specified in the Lease. Notwithstanding the foregoing, all notices involving or concerning § 13-40-101, C.R.S., *et seq.* shall be delivered as provided by statute.

53. **Attorneys' Fees**: In the event Tenant or Landlord fails to perform any of its obligations under the Lease, or in the event a dispute arises concerning the meaning or interpretation of any provision of the Lease, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

54. **Governing Law**: The Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the county where the Premises are located.

55. **Amendments and Termination**: Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

56. **Captions**: The paragraph titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease.

57. **Pronouns; Joint and Several Use of Certain Terms**: Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the "Landlord" shall mean Landlord and or its authorized agents, contractors, or employees as may be required by the specific context. All references to the "Tenant" shall mean each and every person comprising Tenant, or an individual person, or combination of persons comprising Tenant as may be required by the specific context.

58. **Waivers**: No right under the Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

59. **Heirs, Assigns, Successors**: The Lease is binding and inures to the benefit of the heirs, assigns, and successors in interest to the parties, subject to the restrictions on assignment in Paragraph 18.

60. **Time of the Essence**: Time is of the essence of the Lease, and each and all of its provisions.

Initials: _____ _____
Landlord Tenant

61. **No Reservation of Option**: Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and is not effective as a lease or otherwise until execution and delivery by both Lessor and Tenant.

62. **Credit Reports**: Tenant hereby grants Landlord permission to obtain from time to time investigative consumer reports to ascertain the creditworthiness of Tenant and Tenant's guarantors, if applicable.

63. **Corporate Authorization**: If Tenant is a corporation, each individual executing the Lease on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver the Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of the corporation and that the Lease is binding upon the corporation in accordance with its terms. Lessee agrees to provide Landlord *with such a resolution within five (5) days of the execution of the Lease.*

64. **Severability**: If any term, covenant, condition, or provision of the Lease, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, or provision to persons, or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

65. **Lead-Based Paint Disclosure Rule**: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. In the event the Premises were constructed before 1978, Landlord shall comply with the Lead-Based Paint Disclosure, 42 U.S.C. § 4852d.

66. **Other Applicable Laws**: Federal, state, county, or municipal laws and ordinances may affect the Premises, the Lease, and Landlord Tenant relationship that are not specifically addressed in the Lease. Landlord and Tenant should consult legal counsel prior to execution of the Lease to ascertain such information.

67. **ADA Compliance**: Tenant shall not cause or permit any violation of the Americans with Disabilities Act (the "**ADA**") to occur on, or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnity, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction of use of rentable or usable space, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultation fees and expert fees) that arise during or after the Term as a result of such violation. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any remedial work required by any federal, state, or local governmental agency or political subdivision because of any ADA violation present on or about the Premises. Tenant shall be permitted to make such alterations to the Premises as may be necessary to comply with the ADA, at Tenant's sole expense and upon the prior written consent of Landlord. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at its sole expense as are required by any authority to comply with the ADA; provided that Landlord's consent to such actions shall first be obtained, *which shall not be reasonably withheld.*

68. **Additional Provisions**: In the event that there are any additional agreements between the parties or provisions with respect to the Premises, an Addendum may be attached to the Lease, which shall be incorporated by this reference as a part of the Lease. An Addendum containing additional provisions [is] [is not] attached. The Lease and the attached Addendum constitute the entire agreement between the parties.

THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.

Initials: _____ Landlord _____ Tenant

TENANT:

Pickup's Pizza, LLC

By: OLIVER PHILPOTT

Its: OWNER / OPERATOR

LANDLORD:

Grand Eagle Real Estate, LLC, a Colorado limited liability company

By: CELENA OLDEN

Its Managing Member

~~**TENANT:**~~

~~Pickup's Pizza, LLC~~

~~By:~~

~~Its:~~

LANDLORD:

Grand Eagle Real Estate, LLC, a Colorado limited liability company

By: TOM OLDEN JR

Its Member

GUARANTORS:

Oliver Philpott

Date: 3/29/19

Tim Jerding

Date:

Initials: _____ Landlord _____ Tenant

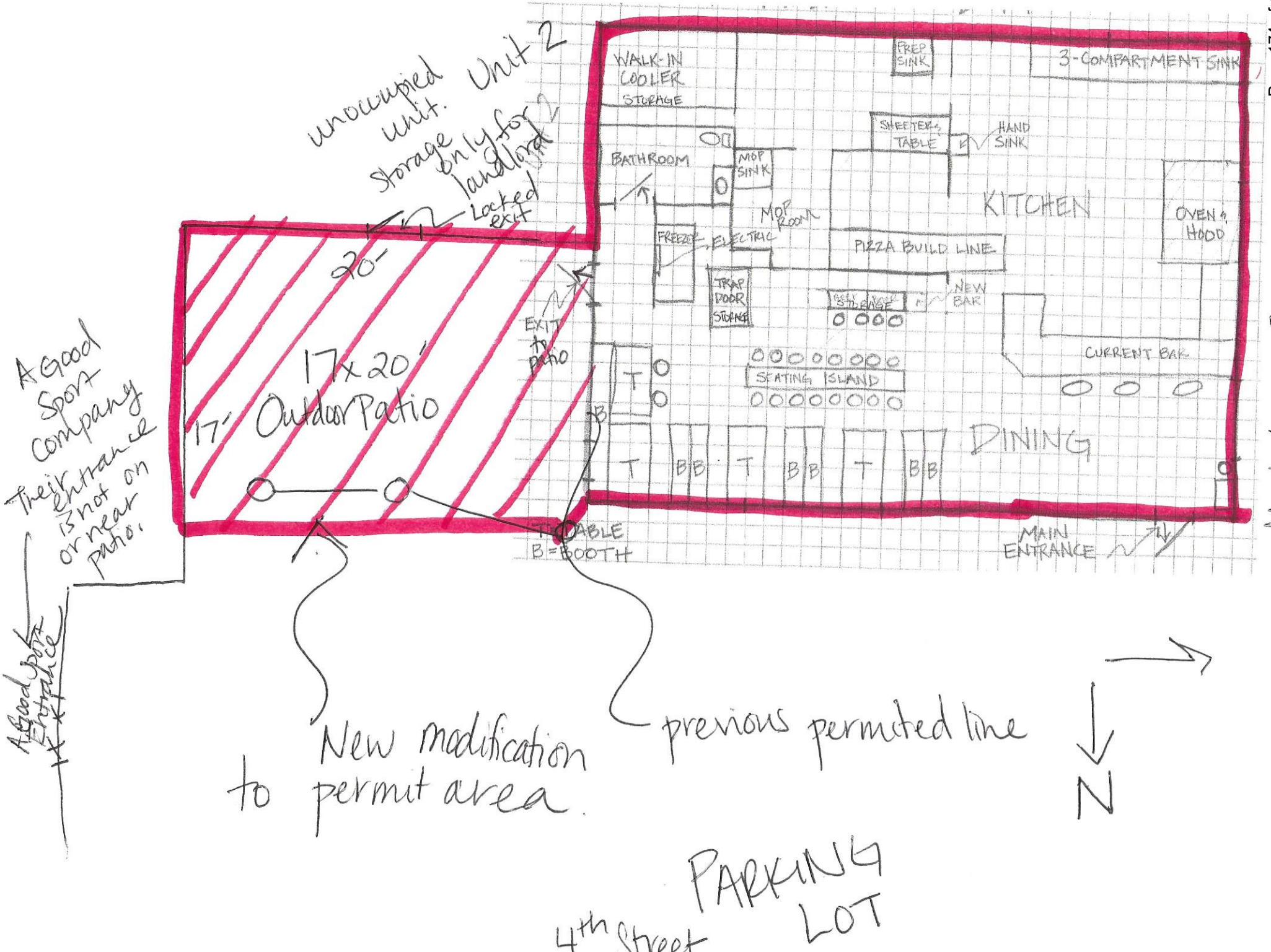
7/1/2019. Lease Addendum.

As of today, Grand Eagle Real Estate is amending Pickups Pizza, LLC lease to include patio space on the southeast side of building. This space is 340 additional square footage of outside space added to their current lease which expires on March 31st, 2021

Signed 7/1/2019

Grand Eagle Real Estate LLC Managing Member
Celena Olden

Pickups Pizza, LLC
Oliver Philpott, Owner


unoccupied unit. Unit 2
Storage only for landlord
Locked exit
20'
17'
17x20' Outdoor Patio
A Good Sport Company
Their entrance is not on or near patio.
A Good Sport Entrance
New modification to permit area
previous permited line
N
PARKING LOT
4th Street
McIntire Street
WALK-IN COOLER STORAGE
PREP SINK
3-COMPARTMENT SINK
SHEETER & TABLE
HAND SINK
BATHROOM
MOP SINK
MOP ROOM
KITCHEN
OVEN & HOOD
FREEZER
ELECTRIC
PIZZA BUILD LINE
TRAP DOOR STORAGE
BEST STORAGE
NEW BAR
EXIT to patio
CURRENT BAR
SEATING ISLAND
DINING
T = TABLE
B = BOOTH
MAIN ENTRANCE

BEFORE THE TOWN OF EAGLE LIQUOR LICENSING AUTHORITY

200 BROADWAY
PO BOX 609
EAGLE CO 81631

FINDINGS AND ORDER APPROVING MODIFICATION OF PREMISES

IN THE MATTER OF

New Beer and Wine License
Pickups Pizza LLC
Address: 422 McIntire, Suite 1, Eagle, CO

Having considered the application of Oliver Philpott, Shannon Philpott – Owners of Pickups Pizza LLC for a modification of premises to a Beer and Wine License, and all attachments submitted therewith (the "Application"), having held a public hearing on the Application on August 13, 2019 following due and proper notice, all in accordance with the Colorado Liquor Code, 44-3-101 et seq., C.R.S., and having considered all relevant and competence evidence admitted at the said public hearing, the Local Licensing Authority FINDS AS FOLLOWS:

In making its decision with respect to any proposed changes, alterations or modifications, the licensing authority must consider whether the premises, as changed, altered or modified, will meet all of the pertinent requirements of the Colorado Liquor or Beer Codes and related regulations. Factors to be taken into account by the licensing authority shall include, but not be limited to, the following:

1. The reasonable requirements of the neighborhood and the desires of the adult inhabitants. *This was established with the petition and findings with the original license application and approval.*
2. The possession, by the licensee, of the changed premises by ownership, lease, rental or other arrangement. *A new lease has been submitted for the modification.*
3. Compliance with the applicable zoning laws of the municipality, city and county or county. *The Planning Department has reviewed and has determined the modification is in compliance with the Town's zoning laws.*
4. Compliance with the distance prohibition in regard to any public or parochial school or the principal campus of any college, university, or seminary. *This location complies with this requirement.*
5. The legislative declaration that the Colorado Liquor and Beer Codes are an exercise of the police powers of the state for the protection of the economic and social welfare and the health, peace, and morals of the people of this state. *The Eagle Police Department has reviewed the modification and determined that the modification fulfills this requirement.*

BASED UPON THE FOREGOING, THE LOCAL LICENSING AUTHORITY HEREBY ORDERS that the application of Oliver Philpott, Shannon Philpott – Owners of Pickups Pizza LLC for a Modification of Premises of their Beer and Wine License is hereby APPROVED.

DATED this 13th day of August 2019

LOCAL LIQUOR LICENSING AUTHORITY
TOWN OF EAGLE

_____
Anne McKibbin, Chair

ATTEST:

_____
Jenny Rakow, Town Clerk

To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager

Date: August 13, 2019

Agenda Item: Tobacco Tax and Age Limit Proposal

REQUEST:

Staff requests that the Board of Trustees review a proposal to increase tobacco taxes.

INTRODUCTION:

The purpose of this memo is to recap the meeting on July 23, provide an update and the next steps. At the July 23 meeting, staff shared with the board the county's plans to raise a tax on tobacco products and increase the age of purchase to 21. The request was to let the state know of the town's intensions on whether to consider a tax for the November 2019 election. The board agreed to let the state know the town would consider a tax, but keep the age limit the same at 18. An age limit change requires an ordinance and does not require voter approval.

ANALYSIS:

Eagle County shared with leadership that they were considering 2 options for sales tax and will decide over the next month:

- $3 per pack, $.15 per cigarette, and 40% on vaping products; or
- $4 per pack, $.20 per cigarette, and 40% on vaping products

Next steps:

- Town needs to decide on a tax proposal and estimated revenues for the ballot question
- The deadline to submit the language is September 6, so BOT approval occurs on August 27
- Town needs to communicate decision to business owners and the community
- Election is November 5, 2019

COMMUNITY INPUT:

Polling was conducted by the county on the tax proposal and was favorable. The county is hosting an informational meeting on August 15 from 4 PM – 5 PM in the Eagle County Room.

BUDGET / STAFF IMPACT:

Staff has not estimated how much town would collect in revenue from a tax but has provided examples from neighboring towns and the use of funds:

> Basalt - TABOR projection was $27-29K and they stopped at $90K with an estimate of collecting over $200K, they will need to refund or ask to keep it at an election. Tax is dedicated to health services.
>
> Aspen - TABOR projection was $325K and they collected $436K, they will need to refund and plan to. Aspen collected $75,000 from the State for tobacco tax. Tax goes to General Fund.
>
> Avon - collected $42K from the state for cigarette tax and estimates $600K the first year. Tax goes to General Fund.

Based on what the BOT decides, staff would include TABOR projections in the ballot language.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

While this proposal doesn't align with a specific strategic objective, it is consistent with the following business values:

Sound Finances and Increasing Efficiency – An increase in taxes for the town helps ensure revenues are more resilient. Additional revenues result in investments that improve service delivery.

Additional Considerations - The community has expressed a desire to curtail tobacco use, especially in the school district. However, this proposal could have negative impacts to businesses. Increasing the cost of tobacco products in town could deter customers from shopping for cigarettes and other items associated with a trip to a business.

RECOMMENDED ACTION OR PROPOSED MOTION:

There are a couple decision points required:

1. Align with whatever taxing proposal the county comes up with
2. Establish a separate tax proposal different from the county
3. Determine where tax revenues should be dedicated

ATTACHMENTS:

- None

To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager

Date: August 13, 2019

Agenda Item: Resolution No. 36-2019 Service Agreement for Electrical Inspections

REQUEST:

Staff requests that the Board of Trustees review a service agreement between the Town of Gypsum and Eagle to share electrical inspections services for the Building Department.

INTRODUCTION:

Town contracted with Safebuilt to provide electrical inspections and plan reviews. In May they notified the town that they would discontinue this service. The Town of Gypsum approached staff and offered to help to provide the service. They have been providing this service for the town since May. Both communities need to formalize the arrangement and the service agreement that is attached to this memo. So far, the arrangement has worked out nicely for the Town of Eagle and has resulted in a cost savings for the town.

ANALYSIS:

The service agreement provides for the following:

- Electrical inspections and plan review services for the town.
- Gypsum will provide vacation coverage for the town as long as it works for their schedule.
- Inspections are provided by inspectors who are credentialed and licensed.
- Inspectors will perform as independent contractors for the town and are considered employees of the Town of Gypsum.
- Through this agreement, Eagle is authorizing Gypsum to enforce the 2015 IBC and 2017 NEC.
- Gypsum will assume all employment liabilities and insurances for their employees.
- The agreement continues through December 31, 2019 with automatic renewals lasting a year.
- Both parties can terminate the agreement at any time and is subject to annual appropriations.

Pros:

- Shared services are a cost-effective way for towns to ensure service in rural communities with limited options.
- Partnerships can strengthen the relationship between both towns.
- Because Gypsum and Eagle share the same development community, this arrangement will result in consistencies for contractors related to code interpretations.

- A scalable approach is cheaper and will save the town and contractors money.

Cons:

- This approach is still vulnerable to staffing changes at the Town of Gypsum.
- Workload increases for Gypsum might impact their ability to serve Eagle.
- This agreement relies on both communities maintaining a positive relationship.
- Good communication is required to track code changes that differ from Gypsum.

COMMUNITY INPUT:

None required.

BUDGET / STAFF IMPACT:

This agreement aligns with the current budget. Staff has provided a comparison between SafeBuilt and Gypsum to demonstrate cost-savings:

	SafeBuilt	Gyspum
Plan Review	65% of plan review fee for com/res	25% of plan review fee for com/res
	$100 per hour for plan changes	None
Inspections	$105 per hour – 2-hour min	$85 per hour – 1-hour min
	$150 per hour for emergencies	None
Vacation Coverage	None	$75 per hour

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

While this agreement doesn't align with a specific strategic objective, it is consistent with the following business values:

Reliable and cost-effective services – Contracting with Gypsum provides more stability for this service in a rural community with limited options. This saves money by reducing the costs associated with traveling long distances to provide inspections.

Sound finances and increasing efficiencies – Contracting with Gypsum makes financial sense for both Towns. Gypsum offsets their services by the revenue Eagle will generate and reduces the cost significantly. Eagle will also receive a larger percentage of revenue.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** adoption of Resolution #36, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO APPROVING A SERVICE AGREEMENT FOR ELECTRICAL INSPECTIONS BETWEEN THE TOWN OF GYPSUM AND THE TOWN OF EAGLE."

ATTACHMENTS:

- Resolution No. 36
- Service Agreement for Electrical Inspections

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 36
(Series of 2019)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO APPROVING A SERVICE AGREEMENT FOR ELECTRICAL INSPECTIONS BETWEEN THE TOWN OF GYPSUM AND THE TOWN OF EAGLE

WHEREAS, the Town's contracts for electrical inspections for commercial and residential building projects through the Building Department;

WHEREAS, the Town previously contracted with SafeBuilt for electrical inspections and they terminated the contract to provide services;

WHEREAS, the Town of Gypsum has the ability to provide electrical inspections and plan review services using qualified and licensed individuals to assist the Town of Eagle;

WHEREAS, upon request, the Town of Gypsum will provide backup vacation coverage to the Town for electrical inspections only;

WHEREAS, the terms of the Agreement continue through December 31, 2019 and shall be automatically renewed for up to five (5) additional one-year terms unless terminated by either party;

WHEREAS, both Towns agree to the terms related to compensation and reimbursements for plan reviews, inspections, and vacation coverage; and

WEREAS, the Town of Gypsum approved the Service Agreement on July 9, 2019.

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

Section 1. The Board of Trustees hereby approves the attached Service Agreement and authorizes the Mayor to execute such Agreement for electrical inspections.

INTRODUCED, READ, PASSED, AND ADOPTED on August 13, 2019.

TOWN OF EAGLE, COLORADO

_____
Anne McKibbin, Mayor

ATTEST:

_____
Jenny Rakow, Town Clerk

SERVICE AGREEMENT FOR ELECTRICAL INSPECTIONS

THIS SERVICE AGREEMENT FOR ELECTRICAL INSPECTIONS (the "Agreement") is made and entered into as of the date written below, by and between the TOWN OF GYPSUM (the "Gypsum") and the TOWN OF EAGLE (the "Eagle").

A. WHEREAS, Eagle is a municipal corporation of the State of Colorado; and

B. WHEREAS, Gypsum is a home-rule municipality duly organized and existing under Articles XX of the Colorado Constitution and Gypsum's Home Rule Charter effective October 21, 1982; and

C. WHEREAS, Eagle has adopted the 2015 International Building Code (the "Building Code") and the 2017 National Electric Code ("Electric Code"); and

D. WHEREAS, pursuant to Section 31-15-601, C.R.S., and their respective municipal codes, Gypsum and Eagle each have the power to issue and withhold building permits, and provide plan review, inspections, and permitting for electrical systems within their respective jurisdictions ("Electrical Review Services"); and

E. WHEREAS, pursuant to Section 29-1-203, C.R.S., the parties are authorized to enter into intergovernmental agreements for the provision of services of mutual benefit; and

F. WHEREAS, Eagle and Gypsum could enjoy greater efficiencies and economies of scale if Gypsum assumed primary responsibilities for the provision of Electrical Review Services within Eagle's jurisdictional boundaries, and if Gypsum's building inspectors performed general building inspections within Eagle when Eagle's building inspectors are on vacation (the "Vacation Coverage"), as further provided herein; and

G. WHEREAS, the Town Council of Gypsum and the Town Board of Trustees of Eagle have found and determined that it is in the best interest of the public that each serves to enter into this Agreement to provide for the provision of Electrical Review Services and Vacation Coverage within Eagle.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the receipt and sufficiency of which is mutually acknowledged, Gypsum and Eagle agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the responsibilities of Gypsum and Eagle as regards the provision of Electrical Review Services and Vacation Coverage within Eagle.

2. Term. The term of this Agreement shall begin immediately upon execution and shall continue through December 31, 2019, and shall be automatically renewed for up to five (5) additional one-year terms unless terminated by written notice, such notice given not less than thirty (30) days prior to the end of the year, unless otherwise agreed to by the parties. In addition, either party may terminate this Agreement with or without cause at any time by giving the other party written notice of such termination not less than thirty (30) days prior to such termination date.

3. Electrical Review Services. Gypsum will provide the following Electrical Review Services to Eagle, during normal business hours Monday through Friday, excluding holidays:

(a) Eagle will provide Gypsum with copies of plans for commercial electrical systems that have been submitted to Eagle's building code official, and Gypsum will review such plans. Plans must be stamped by a registered engineer. Gypsum shall, through its building inspectors, provide comments to Eagle's building code official via email once Gypsum has completed the review of the plans. Eagle will not issue an electrical permit until Gypsum has completed the plan review or written approval from Eagle Building Official that the plan review is not required.

(b) Gypsum will inspect residential and commercial electrical systems within Eagle upon an inspection request through Community Core. Gypsum will provide copies of the inspection report to both Eagle's building code official and the applicant via email.

4. Vacation Coverage. By written notice provided at least 10 business days in advance, Eagle may request that Gypsum's building inspectors provide substitute coverage for Eagle's building inspectors who are on vacation, and Gypsum, at its sole option based on Gypsum's own workload, will make its building inspectors available to Eagle during this period. Vacation Coverage will include performing general building inspections and reviewing permits, but shall not include the Electrical Review Services.

5. Building Inspectors Credentials. Gypsum's building inspectors who provide the Electrical Review Services and Vacation Coverage shall at all times have and maintain all licenses, certificates, credentials and education as are required under the laws of the State of Colorado and the Building Code to perform the Electrical Review Services.

6. Compensation and Reimbursement. Gypsum will be compensated for the Electrical Review Services and Vacation Coverage as follows:

(a) Gypsum may collect plan review fees directly from Town of Eagle in the amount of 25% of the commercial electrical permit fee.

(b) Eagle will pay Gypsum $85 per hour for all inspections of electrical systems, with a minimum of one-hour charge for each trip to Eagle. For example, if multiple inspections within Eagle can be combined into one trip, only a single $85 trip charge will apply.

(c) Eagle will pay Gypsum $75 per hour for all general building inspections (other than electrical inspections) provided as part of Vacation Coverage. All electrical inspections provided during a period of Vacation Coverage will be billed at the same rate as all other electrical inspections pursuant to Section 6(b).

Gypsum will provide invoices to Eagle monthly, by the first week of the following month and Eagle will pay the invoices within 30 days of receipt.

7. Independent Contractors. In performing any acts or duties contained in this Agreement, the Gypsum building inspectors will remain employees of Gypsum for all purposes, including but not limited to, all employment-related laws and regulations including payment of Worker's Compensation and compliance with the Federal Fair Labor Standards Act, and shall not be considered an employee of Eagle. It is expressly acknowledged and understood by the parties hereto that nothing contained in this Agreement shall result in, or be construed as, establishing an employment relationship. Gypsum's building inspectors shall perform as independent contractors. No agent, subcontractor, employee, or Gypsum shall be, or deemed to be, the employee, agent or servant of Eagle. Gypsum's building inspectors shall not represent, act, purport to act or be deemed the agent, representative, employee or servant of Eagle.

8. Indemnification. To the maximum extent allowed by law and without either party waiving the protections and limitations of the Colorado Governmental Immunity Act, the parties agree to indemnify, defend and hold harmless each other, their respective agents, officers, servants, volunteers and employees of and from any and all losses, costs, damages, injuries, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of or related to their own intentional or negligent acts, errors or omissions, or those of their agents, officers, servants and employees, whether contractual or otherwise, related to performance or lack of performance of this Agreement. This indemnity provision specifically includes all general building inspection services performed by, or on behalf of, either party.

9. Insurance. Each party shall provide its own public liability and property damage insurance coverage as it may deem necessary for any potential liability arising from this provision of this Agreement.

10. Assignment. This Agreement shall not be assigned or amended by either party, unless in writing executed by both parties.

11. Entire Agreement. This Agreement represents the full understanding of Gypsum and Eagle and supersedes all prior understandings, agreements and discussion of Gypsum and Eagle regarding the subject matter.

12. Annual Appropriation. Any obligation of either party under this Agreement that is dependent upon the expenditure of funds by such party shall be conditioned upon the annual appropriation of funds by such party's governing body in its sole discretion.

13. Miscellaneous.

(a) This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. Venue for any legal action shall be in Eagle County District Court.

(b) All notices, requests, demands, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand-delivered or sent by certified, United States mail, postage prepaid, with return receipt requested, addressed to the parties as follows:

Town of Gypsum
Attn: Building Inspector
50 Lundgren Boulevard
PO Box 130
Gypsum, CO 81637

Town of Eagle
Attn: _____
PO Box 609
200 Broadway
Eagle, CO 81631

(c) Nothing herein expressed or implied is intended or should be construed to confer or give to any person or corporation or governmental entity other than Eagle and Gypsum, any right, remedy or claim under or by reason hereof or by reason of any covenant or condition herein contained, nor limit in any way the powers and responsibilities of Gypsum, Eagle, or any other entity not a party hereto.

(d) If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both parties, such portion shall be deemed severable and its invalidity or its unenforceability shall not affect the remaining provisions; such remaining provisions shall be fully severable and this Agreement shall be construed and enforced as if such invalid provisions had never been inserted into this Agreement.

(e) This Agreement may be amended from time to time by a written agreement duly authorized and executed by all the parties to this Agreement.

(f) This Agreement represents the full and complete understanding of the parties, and supersedes any prior agreements, discussions, negotiations, representations or understandings of the parties with respect to the subject matter contained herein.

[Signature page follows]

EXECUTED as of the 9 day of July, 2019.

TOWNOF GYPSUM

By: _____
~~Steve Carver~~, Mayor Protem
Tom Edwards

Attest:

_____
Danette Schlegel, Town Clerk

TOWN OF EAGLE

By: _____
Anne McKibbin, Mayor

Attest:

_____
Jenny Rakow, Town Clerk

AGENDA
Planning & Zoning Commission
Town Board of Trustees
JOINT WORKSESSION
Tuesday, August 20, 2019
6:00 PM

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

This agenda and the meetings can be viewed at www.Townofeagle.org.

PUBLIC WIFI - TOEG – townofeagle2019

6:00 PM - JOINT WORKSESSION CALLED TO ORDER

Worksession Topics

1. April Kroner, Community Development Director Introduction
2. Implementation and Establishment of Codes, Rules and Standards
3. Community Plan/Elevate Eagle Update

ADJOURN

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

Jessica Lake
Planning Technician

To: Town Board of Trustees

From: Mayor, as the Town's Primary Representative to the NWCCOG Governing Board

Department: Town Board of Trustees

Date: August 8, 2019

Re: July 11, 2019, NWCCOG meeting, Glenwood Springs, Colorado

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REQUEST AND INTRODUCTION:

This is a summary of pertinent discussion items from the July 11, 2019 NWCCOG Board meeting.

Major topics of interest:

DOLA Grant Application to continue funding for the Regional Broadband Coordinator. NWCCOG is submitting a grant application for partial funding to continue the position of Regional Broadband Coordinator, the position now held by Nate Walowitz. The application is for two years of funding support. We have provided a letter of support to NWCCOG for this application. The position is critical to the continued implementation and roll-out of Project THOR.

Ski Area Fee Retention Bill: This proposed legislation continues to be tweaked. Most local feedback, including the opinion of NWCCOG, pushes to change language that requires the retained funds be used for projects, analysis, and USFS staffing directly related to ski areas and their winter and summer uses. The change being sought is to allow the local Forest to have decision-making authority about how to best use the funds, and not be limited to expenditures only for ski area needs.

Amicus Brief re: The Windy Gap Firming Project: NWCCOG is the designated Regional Water Quality Planning Agency, under the Clean Water Act. Please see memo from Torie Jarvis, NWCCOG's Director and Staff Attorney for the Water Quality/Quantity Committee (QQ), which begins on page 26 of the meeting packet:
http://nwccog.org/wp-content/uploads/2019/07/July-11-2019-Council-Meeting-Packet.pdf
This memo outlines the role of NWCCOG and the intent of the amicus brief.

Other notes:
CDOT's new director, Shoshana Lew, is making contact with various entities and organizations in something of a listening tour. Discussion by the NWCCOG council focused on whether NWCCOOG wished to adopt the I-70 Coalition's priority projects list. Decision was no, because the NWCCOG region has other and additional priorities not reflected in the Coalition's priority list.

Counties seem to be taking the lead in most areas of the region regarding the 2020 Census.

CAST (Colorado Association of Ski Towns) is doing a short-term rental survey, including some analysis of the costs of STRs to communities.

NWCCOG will be sending out a survey regarding minimum wage issues considering new state law allowing counties and towns to set their own minimum wage, provided it's not lower than the state minimum wage.

COMMUNITY INPUT:

n/a

BUDGET / STAFF IMPACT:

Success of NWCCOG's DOLA application for the Regional Broadband Coordinator position will likely have an impact on communities signed on to Project THOR.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Our membership and participation in NWCCOG supports all of our business values, and provides regional perspective, support, and resources that can and do contribute to most of our major objectives.

RECOMMENDED ACTION OR PROPOSED MOTION:

None at this time.

ATTACHMENTS:

None.