



Town Board of Trustees
Tuesday, October 8, 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.*

CALL TO ORDER - 6:00 PM

ROLL CALL - 6:05 PM

ADOPTION OF AGENDA - 6:05 PM *Opportunity for amendment or deletions to this evenings agenda.*

PUBLIC COMMENT - 6:05 PM *Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to 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 PM *Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes if prior arrangements are made with the Town Clerk.*

1. Eagle County Paramedic Services, Chris Montera
2. Recognition and Life Saving Awards, Eagle Police Department Chief Staufer

CONSENT AGENDA - 6:30 PM *Consent agenda items are routine Town business, items which have received clear direction previously from the board, final land use file documents after the public hearing has been closed, or which do not require board deliberation. (5 Minutes)*

1. Minutes - September 24, 2019
2. Bill Pay - September 2019
3. Resolution 41, Series 2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Changing Ordinance No. 18 (Series Of 2019) Adopted July 9, 2019 To Ordinance No. 18A (Series Of 2019)

STAFF REPORTS - 6:35 PM *The Town Manager and Department Staff prepare and provide internal updates to the Board.*

1. Town Manager Update
2. Department Update
 - a. Eagle LBWTP - Progress Report 10.8.19

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

1. Ordinances No. 23, Series 2019 An Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado Awarding Comcast Of Colorado IX, LLC A Ten (10) Year Nonexclusive Revocable Franchise To Construct, Operate, Maintain, Construct And Build A Cable System Within The Town Of Eagle, Colorado.
 - a. 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) and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) as it relates to Ordinance No. 23, Series 2019 and the Franchise Agreement with Comcast Of Colorado IX, LLC .
2. 2020 Budget Presentation
3. Violet Lane Water Line: Pay Application No.6 in the amount of \$187,329.13 to Hobbs Excavating and Trucking, LLC (Roll Call Vote Required)
4. Resolution 42, Series 2019 A Resolution Of The Board Of Trustees Of The Town of Eagle Applying For Brownfield Assistance With CDPHE And Acting As Fiscal Agent for Environmental Hazard Abatement at 410 Broadway

BOARD DISCUSSION AND FUTURE AGENDA ITEMS - 7:30 PM

1. Town Manager Annual Review

ADJOURN - 7:45 PM

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



Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI - TOEG – townofeagle2019



To: Mayor and Town Board of Trustees

From: Joey Staufer, Police Chief

Date: October 8, 2019

Agenda Item: Recognition and Life Saving Awards, Eagle Police Department Chief Staufer

REQUEST: On behalf of the Eagle Police Department, Chief of Police Joey Staufer would like to present Officer Joshua Sanders and Dominik Scriver with a Life Saving Award at a TBOT meeting for their service and performance as related to two separate drug overdose incidents.

BACKGROUND: The Eagle Police Department Policy allows for recognition of its members as outlined:

Awards may be bestowed upon members of the Department and individuals from the community. These awards include:

Award of Valor.

Award of Merit.

Lifesaving Award.

Meritorious Conduct.

Criteria for each award and the selection, presentation and display of any award are determined by the Chief of Police.

ANALYSIS: Based on analysis and assessment of a critical call for service, Officer Sanders' and Officer Scriver's actions were determined to aid with critical life-saving efforts of unresponsive patients who overdosed on opioids. Chief Staufer wishes to recognize Officer Sanders and Officer Scriver in a public forum, along with our Town Board.

COMMUNITY INPUT: Our Citizen Public Safety Advisory Committee is scheduled to receive notice of this award.

BUDGET / STAFF IMPACT: N/A

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: N/A

RECOMMENDED ACTION OR PROPOSED MOTION: Acknowledgement of the Life Saving Award by Town Board of Trustees.

ATTACHMENTS:

1. Sanders Life Save 09202019
2. Scriver Life Save 09092019



Lifesaving Award

On September 20, 2019 at about 1:54 PM, Vail Dispatch aired a medical call regarding a female patient in Eagle, Colorado who was unable to breathe and likely suffering from a drug overdose. Eagle Police Officer Joshua Sanders immediately responded to the address.

Officer Sanders arrived to the residence within three minutes of the 911 call. Upon arrival, the boyfriend of the victim was performing chest compressions in an attempt to revive the patient. Officer Sanders found the patient in need of additional, critical medical care. The patient was unresponsive and pale in color.

As he administered critical care, Officer Sanders questioned the boyfriend. From his training and experience, Officer Sanders determined with high probability that the patient was suffering from a drug overdose. Officer Sanders immediately administered naloxone HCl, an emergency treatment known to counteract the life-threatening effects of an opioid overdose. Emergency responders from the Greater Eagle Fire Protection District began to arrive. After administering the naloxone, Officer Sanders administered cardiopulmonary resuscitation (CPR), while medical staff applied pads from Officer Sanders' automated external defibrillator (AED).

As Officer Sanders was starting compressions, the medic noted shallow breathing and recommended CPR be continued, following a, "No Shock Advised" announcement from the AED. After approximately two-minutes of compressions, a pulse was detected on the patient. First responders from the Greater Eagle Fire Protection District then assumed life-saving efforts from Officer Sanders. The patient was transported to the Hospital for continued treatment.

The boyfriend had found the victim face down in the bathtub only a few minutes after last seeing her in the shower. His immediate actions began the emergency medical response.

Officer Sanders did not hesitate to respond to this medical call for service. Upon arrival to the area, he ran into the house and found the patient unresponsive, pale and lifeless. He followed proper training standards and began life-saving efforts. He continued life-saving efforts until relieved by medial staff.

Officer Sanders continued to provide compassionate concern prior to the end of his shift and called the family to see how everyone was coping with the traumatic event.

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

Officer Joshua Sanders is hereby presented with the Eagle Police Department Lifesaving Award.



Lifesaving Award

On September 9, 2019 at about 11:44 AM, Vail Dispatch aired a medical call regarding a patient in Eagle, Colorado who was unresponsive with labored breathing. Dispatch was informed the patient was likely suffering from a drug overdose. Eagle Police Officer Dominik Scriver overheard the medical dispatch tones and immediately responded.

Officer Scriver arrived to the residence within three minutes of the 911 call. Upon an assessment of the scene and feedback from a witness, Officer Scriver found the patient in need of critical medical care. The patient remained unresponsive and had foam coming from his mouth. The patient's face was pale, his lips were purplish-blue and he had agonal breathing.

From his training and experience, Officer Scriver determined with high probability that the patient was suffering from a drug overdose. As it appeared the patient took his last breath, Officer Scriver administered naloxone HCl, an emergency treatment known to counteract the life-threatening effects of an opioid overdose. Upon administration of the treatment, the patient began to revert back to labored breathing and color began to return to the patient's face.

First responders from the Greater Eagle Fire Protection District arrived on scene and assumed life-saving efforts from Officer Scriver. Another dose of naloxone was administered by GEFPD staff, in addition to efforts to regain effective breathing.

Officer Scriver aided the GEFPD team and then began to interview the witness in order to determine the cause of the patient's condition. He provided this information to the Eagle County Sheriff's Office, as the location of this home was just a few hundred yards outside the municipal limits of the Town.

The patient was transported to the hospital to begin his recovery.

Officer Scriver did not hesitate to respond to this medical call for service. He found the patient unresponsive, with labored breathing. He followed proper training standards and began life-saving efforts. He continued life-saving efforts until relieved by medial staff.

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

Officer Dominik Scriver is hereby presented with the Eagle Police Department Lifesaving Award.



**Town Board of Trustees
Tuesday, September 24, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO
MEETING MINUTES**

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

CALL TO ORDER - 6:00 PM

TRUSTEES PRESENT

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

TRUSTEES ABSENT

Matt Solomon and Paul Witt

STAFF

Brandy Reitter, Town Manager
Robert C. Huss, Town Attorney
Bill Shrum, Assistant to the Town Manager
Jenny Rakow, Town Clerk
April Kroner, Town Planner/Comm Dev Director
Kelly Huitt, Finance
McGinnis, Public Works Director
Joey Stauffer, Police Chief

ROLL CALL *Mayor or Mayor Pro Tem will indicate for the record which members are absent.*

Board Members Matt Solomon and Paul Witt were noted absent from tonight's meeting.

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

Mayor McKibbin noted that two items were added to Board Items and Future Agenda Items, which included discussion of school resource officer and the toy drive request for funding.

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.*

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

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

Mayor McKibbin opened Land Use Files AN17-02, PUD18-01 and PPFP19-01 at 6:01 p.m.

1. Katherine Correll, Downtown Colorado Inc. Speaking about DCI conducting a Community Assessment in the Town of Eagle.

Katherine Correll was present for this item and provided the Town Board with the community assessment taking place this week in Eagle. DCI has been working with Eagle since the beginning of this year. After this assessment, there will be an action plan developed to move forward and will be providing this by end of October.

CONSENT AGENDA *Consent agenda items are routine Town business, items which have received clear direction previously from the board, final land use file documents after the public hearing has been closed, or which do not require board deliberation. (5 Minutes)*

MOTION: Trustee Kevin Brubeck motioned to Approve the Consent Agenda. Motion was seconded and Passed with a vote of 4 in favor and 0 opposed and one abstain

1. Minutes
No Board Comment.

STAFF REPORTS *The Town Manager, Department Staff or consulting partners prepare and provide internal updates to the Board.*

No Board Comment.

1. Town Manager Update
Brandy Reitter presented her report. There were no Board Comments

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

1. PUBLIC HEARING/QUASI JUDICIAL HEARING: Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Preliminary Plan / Final Plat

April Kroner presented this item. There has been a replatting and an easement issue with the State of Colorado that will need to be addressed. Staff is requesting to table this file indefinitely. We will renote this file for next public hearing.

Mayor McKibbin opened this item for public comment. (6:19 p.m.)

Tom Cartwright, Knapp Ranch West Lake Creek, stated he owns a farm ranch and opened up the hoop house a year and a half ago here in Eagle. Knapp Ranch wants to attach itself with Red Mountain Ranch with food and restaurant amenities. We feel this would be great vision for Eagle. Dan Godec encouraged the Town Board to consider the proposal as it is good for Town of Eagle. Requested that it move forward expeditiously so they can break ground in April. There was no further public comment.

- EXECUTIVE SESSION: Mayor or Trustee is requested to make a motion to hold an executive session to hold a
- a. conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) as it relates to Red Mountain Ranch.

MOTION: Mayor Anne McKibbin motioned to hold an executive session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) as it relates to

Red Mountain Ranch. Motion was seconded and Passed with a vote of 5 in favor and 0 opposed. (6:30 p.m.) Mayor McKibbin resumed the regular meeting at 7:05 p.m.

MOTION: Mayor Anne McKibbin motioned to Table Indefinitely Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Preliminary Plan / Final Plat; File #'s: AN17-02, PUD18-01 and PPFP19-01. Motion was seconded and Passed with a vote of 5 in favor and 0 opposed.

2. Violet Lane Water Line: Pay Application No.5 in the amount of \$166,283.92 to Hobbs Excavating and Trucking, LLC (Roll Call Vote Required)

Bryon McGinnis was present for this and had nothing further to add. Brandy Reitter thanked Bryon and Deron for their hard work on this project.

MOTION: Trustee Kevin Brubeck motioned to Approve Violet Lane Water Line: Pay Application No.5 in the amount of \$166,283.92 to Hobbs Excavating and Trucking, LLC. Motion was seconded and Passed with a vote of 5 in favor (Jessen, Brubeck, Kerst, McKibbin, and Turnipseed) and 0 opposed.

BOARD DISCUSSION AND FUTURE AGENDA ITEMS

Trustee Brubeck reminded everyone about the Alzheimer's Walk this coming Saturday at 10 am at the Pavilion.

Mayor McKibbin stated that next Wednesday is the Fall Eagle Vision 2020.

Town Clerk reminded the Board that the Community Impact Award still needs one vote to determine the winner.

1. Meeting Dates for Remainder of 2019

Brandy Reitter stated that due to the schedule over the holidays, the second meetings in November and December likely need to be canceled. Staff would also like the board to consider a potential special meeting date if needed for Town business prior to end of the year. Board indicated they would like a poll to determine dates.

MOTION: Trustee Anne McKibbin motioned to Approve canceling the November 26 and December 24, 2019 Town Board Meetings. Motion was seconded and Passed with a vote of 5 in favor and 0 opposed.

2. ECHS Grant Application and support letter, Chambers Park Barn

Mayor McKibbin stated that Kathy Heicher has asked for a letter of support for a grant. Mayor is asking for support from the board to sign. Board agreed Mayor could sign letter.

3. Building a Better Colorado reports from statewide community meetings
No Board Comment.

4. School Resource Officer Funding

Brandy stated that Trustee Solomon requested this item. We did approach the School District for contribution for the officer position and they were open to cost sharing for that position. They stated the position is only needed part time, therefore, we would do a 50/50 split based upon hours, that would include benefits. This is a 2020 budget item.

5. Toy Drive 2019 Funding Request

Brandy Reitter stated this was in regard to the Masons Lodge toy funding request at the last meeting. Out of the discretionary funds for the Board there is \$2000 remaining.

MOTION: Trustee Anne McKibbin motioned to Approve donating \$1,000 to the Mason's Lodge Toy Fund. Motion was seconded and Passed with a vote of 5 in favor (Jessen, Brubeck, Kerst, McKibbin, and Turnipseed) and 0 opposed.

ADJOURN - 7:30 PM

Approved:

Date:

Anne McKibbin, Mayor

Jenny Rakow, CMC Town Clerk

**BILL SCHEDULE
SEPTEMBER 2019**

GENERAL FUND

General Government

Meritain Health	Health Insurance	\$	2,365.92
Amazon	Office Supplies		36.04
Cintas Corporation	Office Supplies		9.19
Costco	Office Supplies		44.99
Proforma	Office Supplies		44.25
Sandy's Office Supply	Office Supplies		16.39
Verizon Wireless, Bellevue	Utility Services		53.17
Downtown Colorado Inc.,	Professional Services		7,500.00
Employer's Council Services, Inc.	Professional Services		47.50
Hoffman, Parker, Wilson & Carberry PC	Legal - General		5,395.19
Kissinger & Fellman, P.C.	Legal - General		3,878.00
Executech Utah LLC	Computer Support		134.14
Garduno's	Meeting Expense		227.64
Love In Practice, LLC	Tuition & Books		1,750.00
PR Studio	Contract Payments		1,500.00
Corazon De Esperanza, Inc.	Community Requests		250.00
Eagle County Fair & Rodeo	Community Requests		1,000.00
Total General Government		\$	24,252.42

General Administration

Balasova, Dagmar	Utility Refund	\$	135.21
Pellow, Barbara	Utility Refund		577.73
Roger & Lauren King	Utility Refund		365.44
Hartford, The	Disability		2,848.38
Meritain Health	Health & Life Ins. Payable		28,219.31
MetLife	Vison Ins. Payable		562.47
Colorado Department Of Revenue	Misc Deductions Garnishment		900.00
Branch, Shila	Facility Usage Deposit Refund		750.00
Diaz, Blanca	Facility Usage Deposit Refund		375.00
Erdahl, Chris	Facility Usage Deposit Refund		750.00
Erika Balcazar Villa	Facility Usage Deposit Refund		375.00
Luther, Bailey	Facility Usage Deposit Refund		750.00
Ortiz, Jazmin	Facility Usage Deposit Refund		375.00
Revolution Enduro, LLC	Facility Usage Deposit Refund		375.00
Rocky Mountain Custom Landscapes	Facility Usage Deposit Refund		750.00
Rodriguez, Marina	Facility Usage Deposit Refund		750.00
Sandoval, Leonard	Facility Usage Deposit Refund		750.00
Tyson, Nicholas	Facility Usage Deposit Refund		750.00
Zealous Schools	Facility Usage Deposit Refund		625.00
Ziegler, Duane	Facility Usage Deposit Refund		750.00
Interactive Health, Inc	Health Benefits		97.50
Meritain Health	Health Insurance		5,775.84
Amazon	Office Supplies		26.91
Cintas Corporation	Office Supplies		52.09
Costco	Office Supplies		254.91

General Administration (Cont.)

Proforma	Office Supplies	250.75
Sandy's Office Supply	Office Supplies	92.85
Colorado Mtn. News Media	Legal Notices	18.80
Mail Chimp	Dues & Subscriptions	75.00
Zip Recruiter	Dues & Subscriptions	620.00
Century Link	Utility Services	1,128.14
Chase Paymentech	C.C. Transaction Fees	1,482.81
Xpress Bill Pay	C.C. Transaction Fees	617.52
Caselle, Inc.	Computer Support	2,089.00
Executech Utah LLC	Computer Support	367.78
Godaddy.com	Computer Support	46.27
American Airlines	Travel Expense	316.01
Rakow, Jenny	Travel Expense	96.05
Costco	Meeting Expense	18.99
Loaf-N-Jug	Meeting Expense	10.36
Moe's Original BBQ	Meeting Expense	585.00
Hawthorn Suites By Wyndham	Tuition & Books	160.00
US Bank Equipment Finance	Contract Payments	374.70
CIRSA	Insurance - Pavilion	1,994.61
Total General Administration		\$ 58,285.43

Community Development

Interactive Health, Inc	Health Benefits	\$ 195.00
Meritain Health	Health Insurance	4,731.84
American Planning Assoc	Office Supplies	2.00
Signature Signs Inc	Office Supplies	5.50
Fleet Services	Gas & Oil	78.20
Amazon	Equipment (Non-Capital)	777.90
Certified Mail Envelopes	Communication & Transportation	4.95
OG Printer Inc	Communication & Transportation	125.00
Mountaincareers.Com	Recruitment	199.00
American Planning Assoc	Dues & Subscriptions	719.00
Verizon Wireless, Bellevue	Utility Services	71.99
Info Cubic	Personnel Services	136.00
Hawthorn Suites By Wyndham	Professional Services	335.00
Logan Simpson	Professional Services	12,266.00
Colorado Mtn. News Media	Planning Reimbursable	577.49
Garfield & Hecht, P.C.	Planning Reimbursable	1,298.50
Hoffman, Parker, Wilson & Carberry PC	Planning Reimbursable	10,803.98
Quenon Engineering And Surveying	Planning Reimbursable	2,400.00
Resource Engineering Inc	Planning Reimbursable	346.00
Hoffman, Parker, Wilson & Carberry PC	Legal	97.50
Executech Utah LLC	Computer Support	248.24
Zoom.US	Computer Support	16.31
City Market	Meeting Expense	6.99
Costco	Meeting Expense	13.99
Owashi	Meeting Expense	209.05
Red Canyon Café	Meeting Expense	10.00

Community Development (Cont.)

Town Of Gypsum	Contract Services	1,827.50
American Planning Assoc	Tuition & Books	355.00
Downtown Colorado	Tuition & Books	45.00
US Bank Equipment Finance	Contract Payments	374.70
Total Community Development		\$ 38,277.63

Municipal Court

Meritain Health	Health Insurance	\$ 236.59
Carlson, Edwards & O'Connor	Legal	1,500.00
Executech Utah LLC	Computer Support	13.75
Ace Security And Safety Services LLC	Contract Payments	96.00
Total Municipal Court		\$ 1,846.34

Streets

Meritain Health	Health Insurance	\$ 4,731.84
Cintas Corporation	Office Supplies	39.80
Quill Corporation	Office Supplies	110.18
JB T-Shirts Silkscreen & Embroidery	Uniforms	174.00
Alpine Lumber Co.	Repair & Maintenance Supplies	27.47
DigiKey	Repair & Maintenance Supplies	94.09
G & S Tool Clinic, LLC	Repair & Maintenance Supplies	1.89
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	108.89
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	171.25
J & S Contractors Supply Co.	Repair & Maintenance Supplies	2,973.00
Lawson Products	Repair & Maintenance Supplies	191.10
Mid-American Research Chemical	Repair & Maintenance Supplies	487.50
Signature Signs Inc	Repair & Maintenance Supplies	2,633.50
United Rentals (North America) Inc	Repair & Maintenance Supplies	34.32
Wear Parts & Equip Co, Inc	Repair & Maintenance Supplies	1,256.62
Wylaco Supply Co	Repair & Maintenance Supplies	1,011.46
Whitehall's Alpine BG	Repair & Maintenance Supplies	196.33
Collett Enterprises	Gas & Oil	595.31
Fleet Services	Gas & Oil	828.14
DigiKey	Communication & Transportation	8.99
Glenwood Springs Auto Parts Inc	Communication & Transportation	12.42
Lawson Products	Communication & Transportation	15.96
Colorado Mtn. News Media	Recruitment	324.91
Indeed	Recruitment	265.94
Info Cubic	Recruitment	251.82
Century Link	Utility Services	898.92
Holy Cross Energy	Utility Services	2,285.19
Verizon Wireless, Bellevue	Utility Services	89.35
G & S Tool Clinic, LLC	Repair & Maintenance Services	38.80
San Juan Sweeping & Striping	Repair & Maintenance Services	3,369.32
Grand Junction Pipe & Supply	Street Resurfacing	100.00
Wylaco Supply Co	Street Resurfacing	1,429.55
Executech Utah LLC	Computer Support	84.10
Total Streets		\$ 24,841.96

Public Safety

Meritain Health	Health Insurance	\$	17,271.21
Buhlman, Carrie	Office Supplies		24.91
Adamson Police Products	Operating Supplies		925.00
Alpine Arms	Operating Supplies		1,058.00
JB T-Shirts Silkscreen & Embroidery	Uniforms		290.00
Patterson, Carson	Uniforms		125.00
Olesen Automotive Services	Vehicle Repair & Maintenance Supplies		50.00
Performance Automotive Center	Vehicle Repair & Maintenance Supplies		1.43
Fleet Services	Gas & Oil		2,359.80
Olesen Automotive Services	Gas & Oil		28.00
Gonzalez, David	School Res Officer Supplies-Nat'l Night Out		300.00
Alpine Arms	Equipment & Supplies - Grants		946.00
USPS	Communication & Transportation		9.49
AT&T Mobility	Utility Services		376.19
Century Link	Utility Services		726.74
Indeed	Recruitment		43.74
Info Cubic	Recruitment		12.43
Hoffman, Parker, Wilson & Carberry PC	Legal		214.50
All State Communications	Repair & Maintenance Services		178.50
Olesen Automotive Services	Repair & Maintenance Services		120.00
Performance Automotive Center	Repair & Maintenance Services		42.75
White Water Express Carwash	Repair & Maintenance Services		66.85
Executech Utah LLC	Computer Support		97.20
Buhlman, Carrie	Travel Expense		74.73
Casa Mexico	Meeting Expense		48.95
Domino's	Meeting Expense		125.58
Frontier Airlines	Training & Travel - Grants		196.60
The D Las Vegas	Training & Travel - Grants		236.17
Buhlman, Carrie	Tuition & Books		10.00
Colo NAFTA Conference	Tuition & Books		335.00
Kaminsky, Sullenberger & Associates Inc.	Tuition & Books		350.00
Patterson, Carson	Travel		37.62
Starting Hearts	Tuition & Books		52.31
Eagle County Animal Control	Animal Control		4,063.00
Atlas Business Solutions, Inc	Contract Payments		300.00
Centura Health-St Anthony Summit Medical	Contract Payments		59.98
High Country Copiers	Contract Payments		186.80
Paper Wise	Contract Payments		50.00
Xerox Financial Services LLC	Contract Payments		190.53
Total Public Safety		\$	31,585.01

Buildings and Grounds

Meritain Health	Health Insurance	\$	5,283.89
Cintas Corporation	Office Supplies		39.80
Quill Corporation	Office Supplies		110.18
JB T-Shirts Silkscreen & Embroidery	Uniforms		87.00
Alpine Lumber Co.	Repair & Maintenance Supplies		428.03

Buildings and Grounds (Cont.)

Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	6.38
G H Daniels III & Associates	Repair & Maintenance Supplies	79.50
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	822.90
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	17.98
Native Electric	Repair & Maintenance Supplies	451.00
Paint Bucket	Repair & Maintenance Supplies	43.08
United Electric, Inc.	Repair & Maintenance Supplies	913.00
United Rentals (North America) Inc	Repair & Maintenance Supplies	21.45
Collett Enterprises	Gas & Oil	595.31
Fleet Services	Gas & Oil	548.00
Glenwood Springs Auto Parts Inc	Gas & Oil	173.71
Home Depot Pro	Janitorial Supplies	3,038.83
Black Hills Energy	Utility Services	470.20
Century Link	Utility Services	1,602.35
Holy Cross Energy	Utility Services	2,763.61
Verizon Wireless, Bellevue	Utility Services	93.18
Indeed	Recruitment	43.74
Info Cubic	Recruitment	12.42
Jerry-master Janitorial	Janitorial Maintenance Contracts	2,158.00
Native Electric	Repair & Maintenance Services	147.00
Sno-White Linen Rental	Repair & Maintenance Services	196.40
United Electric, Inc.	Repair & Maintenance Services	4,370.00
Vail Honeywagon	Repair & Maintenance Services	89.42
Executech Utah LLC	Computer Support	80.80
G H Daniels III & Associates	Contract Payments	2,335.00
Total Buildings and Grounds		\$ 27,022.16

Information Center

Tuesday Morning	Office Supplies	\$ 3.99
Home Depot	Operating Supplies	110.46
TEBO Store Fixtures	Operating Supplies	31.00
A.T. Storrs	Supplies For Resale	582.70
Colorado Candy Kitchen	Supplies For Resale	1,242.77
Daydream HQ	Supplies For Resale	711.15
Eagle Products, Inc	Supplies For Resale	1,420.25
Endless Trails	Supplies For Resale	193.50
Ganz U.S.A., LLC	Supplies For Resale	150.15
Gateway Visitor Center	Supplies For Resale	137.60
GTR Mapping	Supplies For Resale	164.76
Meadow Gold Grand Junction	Supplies For Resale	156.38
Mike Luark	Supplies For Resale	55.00
Mountain Sights, Inc	Supplies For Resale	292.50
Sagescript Institute	Supplies For Resale	330.31
Salem Minerals	Supplies For Resale	196.15
Tuesday Morning	Supplies For Resale	91.92
Van Fossan, Leigh A	Supplies For Resale	27.00
Wildflower Company	Supplies For Resale	211.94
Derived From Nature	Supplies - Consignment	37.81

Information Center (Cont.)

Eagle County Historical Society	Supplies - Consignment	574.84
Fried, Mickey	Supplies - Consignment	73.50
Iglehart, Becky	Supplies - Consignment	22.50
Nature's Details Photography	Supplies - Consignment	222.37
Pamela Saden	Supplies - Consignment	768.48
Ramey, Corkie	Supplies - Consignment	8.45
Rasmussen, Carol Ann	Supplies - Consignment	174.00
Rick Olsen	Supplies - Consignment	37.12
Teresa Hauser	Supplies - Consignment	66.41
Vandusen, Richard	Supplies - Consignment	29.25
White, Suzie	Supplies - Consignment	26.60
Williams, Sam	Supplies - Consignment	60.00
Colorado Department Of Revenue	Sales Tax	1,320.45
TEBO Store Fixtures	Communication & Transportation	17.49
USPS	Communication & Transportation	11.20
Century Link	Utility Services	214.26
Berg, David M.	Repair & Maintenance Services	72.95
Executech Utah LLC	Computer Support	66.74
Total Information Center		\$ 9,913.95

Marketing and Events

Info Cubic	Recruitment	\$ 79.70
Mountaincareers.Com	Recruitment	199.00
Verizon Wireless, Bellevue	Utilities	52.89
Executech Utah LLC	Computer Support	43.15
Colorado Mtn. News Media	Media	664.50
Blizzard Press	Marketing - Website	750.00
PR Studio	Public Relations	2,500.00
5280 Tournaments	Events	3,500.00
Alzheimer's Association	Events	2,000.00
Counselman, Brian	Event Production	400.00
Eagle County Solid Waste & Recycling	Event Production	97.75
Hymes, Benjamin	Event Production	400.00
Knapp, David Forrest	Event Production	400.00
Total Marketing and Events		\$ 11,086.99

Engineering

Meritain Health	Health Insurance	\$ 3,207.14
Amazon	Office Supplies	16.85
Cintas Corporation	Office Supplies	39.80
Quill Corporation	Office Supplies	110.18
Two Valley Tire LLC	Vehicle Repair & Maintenance Supplies	587.28
Fleet Services	Gas & Oil	148.83
Verizon Wireless, Bellevue	Utility Services	165.54
Two Valley Tire LLC	Repair & Maintenance	230.20
Executech Utah LLC	Computer Support	70.40
Total Engineering		\$ 4,576.22

TOTAL GENERAL FUND		\$ 231,688.11
CAPITAL IMPROVEMENTS FUND		
Morningstar Mountain Property LLC	Use Tax Refund	\$ 5,159.50
TOTAL CAPITAL IMPROVEMENTS FUND		\$ 5,159.50
WASTE WATER FUND		
Interactive Health, Inc	Health Benefits	\$ 39.00
Meritain Health	Health Insurance	7,481.56
Western Slope Supplies Inc	Office Supplies	7.45
ATCO International	Operating Supplies	82.00
Fastenal Company	Repair & Maintenance Supplies	127.53
Grainger	Repair & Maintenance Supplies	851.82
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	105.12
Parkson Corp	Repair & Maintenance Supplies	1,210.66
USA Blue Book	Repair & Maintenance Supplies	737.65
Fleet Services	Gas & Oil	199.69
Copy Plus	Equipment - Supplies	325.00
Grainger	Equipment - Supplies	2,996.30
Federal Express Corp.	Communication & Transportation	323.80
Nextrust Inc	Communication & Transportation	345.08
Parkson Corp	Communication & Transportation	119.05
U.S. Post Office	Communication & Transportation	78.33
USA Blue Book	Communication & Transportation	58.06
Western Slope Supplies Inc	Communication & Transportation	1.75
Indeed	Recruitment	17.50
Info Cubic	Recruitment	4.97
Black Hills Energy	Utility Services	214.89
Century Link	Utility Services	507.95
Holy Cross Energy	Utility Services	10,382.82
Verizon Wireless, Bellevue	Utility Services	73.17
Veris Environmental LLC	Sludge Disposal	4,895.05
All Pro Sewer And Drains	Sewer Imaging	10,752.67
Executech Utah LLC	Computer Support	129.75
Eagle River Water & Sanitation District	Testing & Permits	2,410.00
Seacrest Group	Testing & Permits	1,215.00
SGS North America Inc	Testing & Permits	1,046.70
CCWP Program	Tuition & Books	50.00
Colorado Mtn. News Media	WW Treatment Plant Improvement	33.60
Horizon Roofing, Inc.	WW Treatment Plant Improvement	56,553.50
TOTAL WASTE WATER FUND		\$ 103,377.42
WATER FUND		
Interactive Health, Inc	Health Benefits	\$ 58.50
Meritain Health	Health Insurance	9,529.64
Cintas Corporation	Office Supplies	39.81
Quill Corporation	Office Supplies	110.18
Chemtrade Chemicals Corporation	Operating Supplies	5,306.87
DPC Industries, Inc.	Operating Supplies	3,443.38

WATER FUND (Cont.)

Kubwater Resources, Inc.	Operating Supplies	2,223.54
JB T-Shirts Silkscreen & Embroidery	Uniforms	203.00
Eagle Lock & Key	Repair & Maintenance Supplies	440.00
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	1,001.57
USA Blue Book	Repair & Maintenance Supplies	1,521.85
Fleet Services	Gas & Oil	537.38
Federal Express Corp.	Communication & Transportation	270.25
Kubwater Resources, Inc.	Communication & Transportation	496.64
Nextrust Inc	Communication & Transportation	345.08
U.S. Post Office	Communication & Transportation	78.33
USA Blue Book	Communication & Transportation	63.64
Colorado Mtn. News Media	Legal Notices	288.45
Indeed	Recruitment	26.25
Info Cubic	Recruitment	7.46
Mountaincareers.Com	Recruitment	199.00
Century Link	Utility Services	2,016.95
Holy Cross Energy	Utility Services	10,993.78
Verizon Wireless, Bellevue	Utility Services	219.41
Brendle Group Inc	Professional Services	9,612.70
Garfield & Hecht, P.C.	Legal	2,282.00
Hoffman, Parker, Wilson & Carberry PC	Legal	526.50
Resource Engineering Inc	Engineering	2,152.00
Browns Hill Engineering	Repair & Maintenance Services	781.30
Eagle Lock & Key	Repair & Maintenance Services	142.50
Eagle River Watershed Council	Water Quality Monitoring	12,000.00
Eagle River Water & Sanitation District	Testing & Permits	175.00
SGS North America Inc	Testing & Permits	873.06
Executech Utah LLC	Computer Support	204.38
CCWP Program	Tuition & Books	50.00
Browns Hill Engineering	Contract Payments	2,972.00
PR Studio	Contract Payments	1,000.00
US Bank Equipment Finance	Contract Payments	374.71
Hobbs Excavating	Violet Lane Water Line	136,210.63
Hoffman, Parker, Wilson & Carberry Pc	Violet Lane Water Line	273.00
No Hose Irrigation	Violet Lane Water Line	518.00
Schmueser, Gordon, Meyer Inc.	Violet Lane Water Line	13,035.59
Ground Engineering Consultants	Lower Basin Water Treatment	1,425.00
Schmueser, Gordon, Meyer Inc.	Lower Basin Water Treatment	40,963.14
TOTAL WATER FUND		\$ 264,992.47

REFUSE FUND

Nextrust Inc	Communication & Transportation	\$ 345.09
U.S. Post Office	Communication & Transportation	78.34
Vail Honeywagon	Repair & Maintenance Service	88.00
Vail Honeywagon	Contract Services	47,810.68
TOTAL REFUSE FUND		\$ 48,322.11

SALES TAX CAPITAL IMPROVEMENT FUND

Hobbs Excavating	Retainage Payable	\$	80,311.04
Colorado Mtn. News Media	Professional Services		28.48
Federal Express Corp.	Professional Services		40.74
Hobbs Excavating	Construction		38,673.75
TOTAL SALES TAX CAPITAL IMPROVEMENT FUND		\$	119,054.01

CONSERVATION TRUST FUND

Norris Design, Inc.	Park Improvements	\$	22,365.75
TOTAL CONSERVATION TRUST FUND		\$	22,365.75

OPEN SPACE FUND

Meritain Health	Health Insurance	\$	47.32
United Rentals (North America) Inc	Uniforms		37.74
Alpine Lumber Co.	Repair & Maintenance Supplies		1,210.54
G & S Tool Clinic, LLC	Repair & Maintenance Supplies		46.59
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies		69.92
Two Valley Tire LLC	Vehicle Repair & Maintenance Supplies		837.36
Fleet Services	Gas & Oil		138.92
G & S Tool Clinic, LLC	Equipment - Supplies		275.99
Mountain Pedaler	Equipment - Supplies		3,374.00
Eagle County Solid Waste & Recycling	Repair & Maintenance Services		24.00
Vail Honeywagon	Repair & Maintenance Services		121.00
Executech Utah LLC	Computer Support		41.30
Mountain Pest Control, Inc.	Weed & Pest Control		980.00
Metcalf Archaeological Consultants	Surveying Services		7,073.76
TOTAL OPEN SPACE FUND		\$	14,278.44

TOTAL		\$	809,237.81
PAYROLL		\$	264,510.90
GRAND TOTAL		\$	1,073,748.71



To: Mayor and Town Board of Trustees

From: Jenny Rakow, Town Clerk

Date: October 8, 2019

Agenda Item: Resolution 41, Series 2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Changing Ordinance No. 18 (Series Of 2019) Adopted July 9, 2019 To Ordinance No. 18A (Series Of 2019)

REQUEST: Request to approve Resolution 41, Series 2019 to correct a clerical numbering error in a previously adopted Ordinance.

BACKGROUND: Upon discovery of the clerical error, a Resolution was determined necessary to correct the numbering of Ordinance 18 entitled "An emergency ordinance initiating the adoption of a home rule charter for the Town of Eagle, providing for the Election of Charter Commission Members, calling a special municipal election, authorizing participation in the 2019 general election, and declaring an emergency." The Town Attorney was notified and provided the Resolution for Board approval to correct the error.

ANALYSIS: A duplicate number can be remedied by adoption of a Resolution and addition of a letter and ensures the Ordinances have separate numbers for our records.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: The Resolution was prepared by the Town's attorney and will have minimal impact on the budget.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This Resolution is considered a housekeeping issue and does not relate to the Strategic Plan Objectives.

RECOMMENDED ACTION OR PROPOSED MOTION: This is a Consent Agenda item for approval.

ATTACHMENTS:

1. 41 Amending 18A-Home Rule-R100219

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 41
(Series of 2019)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO
CHANGING ORDINANCE NO. 18 (SERIES OF 2019) ADOPTED JULY 9, 2019 TO
ORDINANCE NO. 18A (SERIES OF 2019)

WHEREAS, on July 9, 2019, the Board of Trustees adopted and ordered published Ordinance No. 18 (Series of 2019), entitled "An emergency ordinance initiating the adoption of a home rule charter for the Town of Eagle, providing for the Election of Charter Commission Members, calling a special municipal election, authorizing participation in the 2019 general election, and declaring an emergency";

WHEREAS, due to a clerical error, on September 10, 2019, the Board adopted and ordered published a duplicative Ordinance No. 18 (Series of 2019), entitled "An ordinance of the Board of Trustees of the Town of Eagle, Colorado zoning certain newly-annexed property as planned unit development and creating vested property rights (Reserve at Hockett Gulch)"; and

WHEREAS, to correct the clerical error assigning Ordinance No. 18 twice, the Board seeks to correct the duplicative Ordinance numbers by changing the first Ordinance No. 18, adopted July 9, 2019, to Ordinance No. 18A (Series of 2019).

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

Section 1. To correct the duplicative assignment, Ordinance No. 18 (Series of 2019) adopted July 9, 2019 is hereby renumbered as Ordinance No. 18A (Series of 2019) with no amendments or changes to the terms and text as previously adopted.

INTRODUCED, READ, PASSED AND ADOPTED ON October 8, 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: October 8, 2019

Re: Town Manager Report

Administration & Organization

Staff has presented the proposed 2020 budget. As always, we will still need to finalize numbers through the end of the year. There are pending items that we are waiting for that will require a few adjustments. Those items are below:

- Information technology
- Health insurance
- Worker's comp insurance
- THOR broadband
- Regional holiday party

Starting in November, staff will bring revenue policies to the board to discuss and give guidance on. These proposals are a result of conversations from the work sessions.

Marketing & Events

MEAC met on October 3. The group discussed strategies for funding requests. After the 2020 funding cycle, staff will work with MEAC to develop a short and long-term strategy that will layout the priorities for the group. Short-term rentals were discussed and there was a consensus that the town should look into policies.

Staff spent most of the week preparing for the High School MTB Championships. The event was successful, and the organizers want to come back again next year. The event has grown so much since it first came to Eagle that next year the organizers might want to host it over two weekends.

Economic Development, & Planning

Economic Vitality Initiatives

The Downtown Colorado, Inc. (DCI) Community Assessment took place Sept. 24th and 25th. The event was successful. The team met with stakeholders in Eagle Ranch and Broadway Street.

Both districts can work together to become more successful. The event ended with a summary of recommendations by DCI. The next steps are to finalize a report that will be presented to P&Z and the BOT by the end of the year.

Eagle is hosting the first Outdoor Innovation Summit on October 10. Staff is encouraging the BOT to attend. This is a recreation and technology industry summit to bring leaders together. Below is the event website: <https://outdoorinnovationsummit.com/>

Pool and Ice Rink Recreation Campus Master Plan – The planning is wrapping up and provided below are a few updates:

- Staff finalized the final concept plans last week for the facility. Norris Designs are developing the plan. Now that the BOT has selected a date for a special meeting, staff will schedule a work session on that date.
- The next steps are for staff from town and Mountain Recreation to meet on October 15 to finalize the Haymaker Trailhead Area design and strategy in preparation for a presentation to our respective boards.

Broadband – There are several updates on broadband in Eagle:

THOR:

- Staff is working on easement agreements for the extension of fiber to Town Hall from I70. Once we finalize the documents, staff will present them to the BOT for review. Easements are standard when utilities use the town's rights-of-way for the installation and operation of infrastructure.
- Town is working with the NWCCOG on utilizing funds to extend fiber down Chambers Avenue to pick up public works. The plan is also to splice fiber so that it is available at Chambers Park and the River Park. These efforts will help with a buildout of future phases.

Feasibility Study:

- Uptown is still collecting data. As of last week, we had 155 completed phone surveys. We are averaging 6 per day and will continue until the list is totally exhausted. Cooperation rate is 44% which is very high, so it's just getting the phone answered. We started with a town list of 1,218 phone numbers and a list of 1,400 from a 3rd party.
- Staff rescheduled the broadband committee for November. In the meantime, several stakeholder focus groups are scheduled to get feedback on how town should implement THOR.

zArt Wall & Mural - The process continues to move along on this project. The next steps are:

- The selection committee met on September 26 and reviewed the proposals that were submitted by 6 artists. The group narrowed it down to 3 artists. Two are local and the other is from the Front Range. Next steps are to invite the top 3 to submit a concept of what they would paint on the wall and interview with the committee. These interviews will occur mid-November.

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

- September 24 – Economic vitality committee meeting
- October 10 – Project THOR meeting

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

- October 11 – Eagle Outdoor Innovation Summit
- October 17 – Aaron Mayville's going away party
- October 19 @ 9:45 AM – Eagle Public Library grand opening

Sincerely,



Brandy Reitter
Town Manager



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager and Department Leads

Date: October 8, 2019

Re: Department Updates for September 2019

TOWN CLERK

Communications Committee (PR Studios, Jessica Lake, Erin Ivie, Bill Shrum)

- 9/19/2019 – Eagle Today content review
- 9/23/2019 Eagle Today sent

Licenses

- BUSINESS: Issued three Business License Renewals in September; YTD: 427 Licenses issued
- LIQUOR:
 - Renewal Pazzo's Pizza Hotel and Restaurant
 - Report of Changes Brush Creek Saloon
 - Eagle County Adopt A Trail Special Event Permit

Website – www.townofeagle.org

- Ask the Town questions: 8 (all questions are responded by the Town Clerk or appropriate staff)
- Topics:
 - Town irrigation schedule
 - Legality of BB Guns
 - Area Cemetery information
 - Tenant utility information
- Updated Board Application form for Charter Commission

November 5, 2019 Coordinated Election

- Finalized ballot with Eagle County Clerk on 9/11.

Department Support/Other

- 9/11 and 9/12 Budget Worksessions
- 9/13 CMCA Election Training in Steamboat Springs
- Referendum review

- 2020 IT Budget review
- Community Impact Award Nomination and Award assistance
- Updated agenda template in CivicClerk
- File room preparation for THOR
- 9/27 Home Rule Charter review with Brandy, Bill and Matt Mire.
- 9/19 Attended Eagle Chamber Business Round Up

MUNICIPAL COURT

- Court Dates September 10 and 24.

September Citations Issued

Animal Control	0
Misdemeanor	6
Parking	1
Traffic	12
Total	19

September Fines and Fees Collected: \$7,525.03
(*\$4,165.02 victim restitution*)

September Dispositions (Court Appearances)

Animal Control	0
Misdemeanor	2
Parking	0
Traffic	7
Total	9

Outstanding Fines and Fees by Date:

Current	\$1,768.25
1-30 Days Past Due	\$440.00
31-60 Days Past Due	\$130.00
61-90 Days Past Due	\$243.75
91-180 Days Past Due	\$3,287.75
Over 180 Days Past Due	\$21,659.78
Total	\$27,529.53

Receivable Budget YTD

2019 Budget	\$45,000.00
Year to Date	\$33,209.95
Variance	\$11,790.05

EAGLE POLICE DEPARTMENT

Calls for Service- 935 (July 2018 = 930; July 2017 = 919)

Community Policing- Lemonade Stands, Cub Scouts Outreach & Dance-Off (with 3rd and 4th graders).

Events- Officers participated in the Changing Minds Speak Up Reach Out Parade, Alzheimer's Walk and began preparing for the fall food drive.



Notes- September was the first month this year whereby the number of calls for service were consistent with the previous year. Unfortunately, the severity and complexity of some of these calls increased from September, 2018, which resulted in time-consuming investigations. This impacted the ability of patrol officers to consistently attend to pro-active community-policing and/or pro-active patrols. For example, several sex assault investigations were initiated, harassment calls doubled, while protection order violation calls, disturbances and fraud reports all increased. There was nearly twice the amount of suicidal subject reports, as well as increases with welfare checks, civil assists, REDDI reports, unknown 911 call responses and traffic complaint reports. The number of motor vehicle crashes nearly doubled compared to September, 2018. There were notable reductions in the number of parking complaints, abandoned vehicle reports, alarms and trespassing reports.

Due to patrol vacancies, the loss of our school resource officer and the additional complex investigative calls for service, your police department noted a reduction in the number of community oriented policing activities, school activities and pro-active neighborhood activities, including traffic stops in community areas of concern. However, your police department remained focused on high-priority areas of concern and community events. Additionally, Officer J. Sanders was able to get out on bike patrol several times at the beginning of the month, which was met by rave reviews from several adults and kids.

Summary of Investigations and Other Notes of Significance-

Aggressive Dog. Dog off-leash charged bicyclist. Subject used bicycle to keep dog off him. Animal Control investigating.

Animal Complaint. Dog off-leash repeatedly entering other yards and leaving fecal matter. Animal control following-up.

Attempted Sex Assault Minor. Under investigation.

Child Abuse/Drugs. Child and another minor ingested a Schedule I drug that a parent elected to store in the home's refrigerator.

Child Neglect. EPD investigated. No circumstances of neglect observed or determined. Case closed.

Crash. Roll-over near Eagle. EPD assisted with traffic control while medical units responded and CSP investigated.

Crash/Pedestrian. Pedestrian hit in crosswalk on Sylvan Lake Rd. Serious injuries. Pedestrian is recovering. Driver summonsed.

Crash/Pedestrian. Vehicle failed to stop at stop sign, hitting pedestrian in crosswalk. No injury reported. Driver summonsed.

Disorderly, Trespass. Trespassed and charged guest at hotel after several warnings from staff and previous warning from EPD.

Domestic Violence, Child Abuse, Etc. Subject charged.

Domestic Violence. Violation of protection order of DV victim. Subject located and arrested.

Domestic/Burglary. Under investigation.

DUI. REDDI report called in on I-70. Vehicle exited Eagle. Driver stopped. Arrested for DUI.

DUR Suspended X2. Summons issued.

Felony DUI Crash. Subject who crashed into the same car twice, found to be impaired by drugs/liquor. Arrested.

Felony DUI, Felony Bond Cond, Etc. REDDI report resulted in traffic stop of intoxicated subject. Driver arrested.

Fire. EPD units pretended to be fire-fighters and successfully put out a wildland grass fire with extinguishers as GEPD arrived.

Fraud by Check. Under investigation.

Harassment. Under investigation.

Internet Fraud. \$1,000 lost in scam. Leads exhausted. Closed.

Internet Fraud. \$400 scammed. Local bank stopped any additional transfers after resident provided access to phishing scam.

Internet Fraud. Employee almost sent \$1,000 worth of gift card numbers to phishing scam.

Intoxicated Adult X3. Medical staff called -subject in an alley, another found near a local hotel and one more in a neighborhood.

Intoxicated Adult. Subject called in as screaming near a street. Subject was intoxicated and yelling at someone on her cell phone.

Juvenile Intervention. Originally reported at menacing, EPD officers mediated concerns between two families and their children.

Medical X 6. Patients transported to medical center EPD assists (does not include welfare or suicidal transports).

Mental Health x2. Co-responder services initiated.

Mental Health. Transported to hospital for treatment.

Missing Adult. Business called in missing staff member. Employee was arrested in Glenwood for soliciting sex with a minor.

Missing Adult. Subject did not contact family after release from jail. Leads pending.

Missing Child. Located. Enrolled in the Take Me Home program.

Overdose X2. Additional description to follow. Officers administered critical life-saving care for two patients.

Protection Order Violation, Violation of Bond, Etc. Subject arrested.

Protection Order Violation. Subject at local hotel arrested.

Protection Order/Felony Warrant. Sergeant & chief responded to report of violation and arrested subject.

Restrained Driver. Revoked Habitual Traffic Offender contacted with 12 additional active cases. Arrested.

Restrained Driver. Subject found to be driving again after 7 additional active cases on a revoked license. Arrested.

Second Degree Assault. Consumable tampering. Under investigation.

Sex Assault. Forensic evidence collected. Awaiting direction from reporting party.

Sex Assault. Under investigation.

Suicidal Juvenile. Located. Co-responder services initiated.

Suicidal. Canvassed known areas and located near local business. Co-responder services initiated.

Suicide. EPD assisted deputies at the jail following a suicide of an inmate.

Theft. Businesses contacted and given description of suspect. A business reported seeing suspect. Located and summonsed.

Theft. Find phone app showed lost phone from Eagle in Eagle Vail. ECSO deputy went to area. Unable to locate the phone.

Theft. Juvenile. Pending diversion.

Trespass. Subject entered kitchen of business. Refused to leave. Uncooperative and summonsed after police escort.

Unattended Death. Under investigation.

Unlawful Sexual Contact Minor. Under investigation.

Warrant. EPD called to the House for reported harassment. One subject arrested on outstanding felony extortion warrant.

Warrant. Transient trespassing on private property. Arrested on outstanding warrant.

Welfare Check/Suicidal X2. Subjects of two separate calls located and co-responder services initiated.

Grants- Eagle PD has again been awarded funds for the Department of Justice Bullet Proof Vest program in the amount of \$2500. This grant allows for reimbursement of 50% of the purchase price for new bullet proof vests.

Training- We have started training our team in the new Traffic Incident Management Plan with CDOT and CSP. Ofc. Dominik Scriver attended Basic Field Training Officer school and will now be an Field Training Officer for EPD. Sgt. Buhlman and Erin Ivie attended train the trainer for our new Records Management System to be launched 10/28/19.

Noteworthy Items-

Heroes in blue! During separate calls for service, Officer J. Sanders and Officer D. Scriver responded to reports involving unconscious individuals whom were on the brink of death. Both officers assumed emergency medical aid and as a result of their efforts, both patients are alive today! Chief Staufer plans to provide additional details and information during our October 8, 2019 TBOT meeting.

Take Me Home Program! The Program continues to provide our community with an extra layer of preventative care for juveniles or at-risk adults. The Program, adopted and provided to EPD from Pensacola, FL at no cost, places a photograph and descriptive information from those volunteering, onto a password-protected software system that is not maintained on the traditional police RMS server. Two juveniles were recently added, following brief missing person reports. The Program has already proven successful for EPD in reuniting a dementia patient with her family.

Crash averted. An ambulance supervisor stopped a wrong-way driver on the I-70 in Eagle. Chief was in the area and responded to the report. The driver, an out of state resident, was in need of medical care and transported to the hospital. His vehicle was parked at a local convenience store. His family drove to Colorado to pick up the truck and the gentleman after being treated.

In Eagle, Really? Eagle has joined the list of communities whereby a parent engaged in disorderly conduct with a coach while at a middle school volleyball game. The parent was escorted off the premises of the school for the remainder of the day to "cool off."

Oops! A low-speed traffic accident between an ambulance and large fire apparatus resulted in minor damage. Which vehicle made out without much damage? Lugnut rule!

What the Frankfurter? A local homeowner drove a vehicle into his garage, closed the door and left the vehicle running. Tenants in an apartment above the garage called the fire department after feeling sick and smelling odors. Fire personnel arrived and immediately recognized concerns, as their meters indicated hazardous air. Staff knocked on the front door of the homeowner to gain access to the garage and check on his wellbeing. The homeowner had a few choice words to share with the fire department. The homeowner began to elude to threats, while continuing to ramp-up his antics. Eagle officers arrived and between the officers and fire staff, convinced the homeowner to at least cooperate with fire, so the source of the call could be attended to. Normally, residents love their firefighters and other first responders, or at least the courteous advice to avoid danger...but not necessarily with one resident.

ASSISTANT TO THE TOWN MANAGER

- So far this year: wrote applications for \$171,415 in grants; \$56,750 awarded.
- I will be attending the Rocky Mountain Leadership Conference in Breckenridge Oct. 7-11th, and the ICMA National Conference Oct. 19-23rd. ICMA Conference Attendance includes a full digital archive of sessions which will be shared with Town staff.

Economic Vitality and Development Work

- The Outdoor Innovation Summit is planned for October 10th, bringing Outdoor Recreation and Technology companies from the mountain region together to discuss opportunities for businesses in these industries to grow in Eagle and in the region.
- The DCI Community Assessment was well attended by community stakeholders Sept. 24-25th. A final report is expected to be completed by the end of November or early December.
- DCI is hosting an Artists Workshop with Brian Corrigan from FUN Industries on Oct. 29th. This event will plan experiential art installations in open storefronts along Downtown Broadway intended to be enjoyed from December-March 2020.
- Town staff spoke about Economic Vitality work at the recent EagleVision 20/20 event Oct. 2nd.

Project THOR

- Uptown Services is conducting a town-wide market assessment survey to gain a statistically valid sample of community sentiment towards broadband needs, prices, and service offerings.
- The broadband committee meeting scheduled for Oct. 3rd was cancelled and topics will be carried over to the scheduled meeting Nov. 4th. At that event we will discuss findings from the community survey, initial schematics of town-wide fiber network needs, and engage in interviews with stakeholders for in-depth analysis of Project THOR and broadband in general.
- Partner communities continue to come into the Project THOR consortium, Aspen upgraded MMC to a class 2, and further resiliency comes from engagement with Rio Blanco and Region 10.
- Work is scheduled to begin on the Eagle MMC installation on Oct. 21st.

Alpine Lumber Art Wall on Eby Creek Road

- At the Sept. 26th meeting, the Art Wall selection committee chose three artists to submit final proposals for the Art Wall. Each artist is compensated for their designs and will provide both a 3-panel concept and a single-panel concept for final selection.
- Final art selection and artist interviews are expected to take place mid-November.

Pool-Ice Rink Recreation Campus Master Plan Process

- The Haymaker Trailhead Campus Master Plan has completed two draft campus program maps, which are being reviewed by Town staff. After review, the draft plans will be shared for public feedback, including online and town hall presentations.
- Norris Design is planning a presentation to the Town Board of Trustees on Nov. 12th.

PUBLIC WORKS

LBWTP Construction

- Form, Rebar, and Pour Chemical Room Lower Decks in Water Treatment Plant
- Form, Rebar, and Pour Coanda Structure
- Install Roof Blocking, TPO Roofing, and Hatches on RWPS.
- Form, Rebar, and Pour WTP Concrete Beams

Next four weeks:

- Continue forming and rebar install of Slab Decking and Beams in Treatment Building
- Install Conduit in Slabs of Concrete Decks
- Install Plumbing drains and Piping in Slabs of Concrete Decks
- Install Control Panels in RWPS

Cemetery Tank

- Construction documents are being developed

Violet Lane

Construction:

- Construction of water line is complete. Testing and cleanup of site to continue through Oct. 11

Public Works Staff

- Sweeping streets
- Source Water Protection Plan Stakeholder meeting is tentative scheduled for November
- Water Efficiency Plan – staff is reviewing draft plan
- RRFB's on Chambers Ave & Eby Creek "flashing lights" are being delivered
- Bull Pasture pathway paving is complete
- Sewer flushing is 100% complete
- Storm sewer cleaning started 9/2/19

Grand Avenue Study

- Began initial RFP document in the summer 2019

Capitol Street 5th to 6th

- Construction documents are being developed

PR Studios GENERAL COMMUNICATIONS

- Eagle Today: (1) distributed 9/23
- PSAs/media outreach – art wall, election news, broadband
- Website | updates: new menus, layouts, project management, page creations/refinements: Art Wall, Broadband, HR/Election News, River Park
- Social posts: art wall, eagle 20/20, elevate eagle, comm dev posts re: road projects, broadband survey, EO
- Communication team meetings: (2) in person, (2) calls

TOURISM

- Continuing & upcoming events promotion on TOE & EO social platforms
- Updated Eagle Outside website - helped Brian with access, edits calendar of events/Dawn and comm dev with edit on ERP
- Media follow up – Kim Nicoletta – Vail Valley Visitors Guide
- Updates & edits to the EO events calendar
- CTO marketing match grant
- Calls with Further, Faster Media re: remaining budget, google ad words, any other digital campaigns planned until the end of the year

EAGLE RIVER PARK

- Updated webpage | removed pages that weren't relevant or used | edited contacts throughout

LBWTP – included in ET, latest construction updates & images

PUBLIC SAFETY

- Correspondence with Erin to review subject for ET – bears
- Uploaded documents on website to link – ready for next few months

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%
AUGUST	415	220	(195)	-69.4%
SEPTEMBER	257	306	49	17.6%
YEAR TO DATE	2,676	2,611	(65)	-2.4%

Administration

- Human Resources and Town Manager reviewed the updated Employee Handbook with staff.

Financial

- Violet Lane Water Line: Wired \$185,812.00 for Union Pacific Railroad easements.

Budget

- Worked with staff to revise the 2020 budget per the Town Board's direction since the budget work sessions held September 11-12th.
- Worked with staff to revise the 2019 budget to realize budget savings from open positions and expenditure savings as well as recognize changes in the anticipated revenues.

Payroll/HR

- New Positions: New hire Caselle setup – 3 employees (1 Mechanic, 1 Police Cadet, 1 Streets Maintenance Worker)
- Retirement: Employee contributions were added for one employee at their 30 day eligibility.

Utilities

- New Accounts Setup – 13
- Property Transfers – 9

Lower Basin Water Treatment Plant

Project Progress Report – October 08th, 2019

SAFETY

Total manhours worked to date = 37,000+

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

Project schedule update provided to team on September 5, 2019

Notice to Proceed: 11 July 2018	<u>Original Contract</u>	<u>Current Contract</u>	<u>Forecast</u>
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 #14 submitted and approved.

Preconstruction Contract Amount	\$638,062
Original Construction Contract Amount	\$22,938,752
Change Orders Approved to Date (CO's 1-6)	\$475,944
Overall GMP Including Approved CO's	\$23,414,696
Change Orders Approved to Date	6
Payment Applications Submitted	14
Amount Billed to Date	\$7,212,415

PROJECT UPDATE SUMMARY

- Form, Rebar, and Pour Chemical Room Lower Decks in Water Treatment Plant
- Form, Rebar, and Pour Coanda Structure
- Install Roof Blocking, TPO Roofing, and Hatches on RWPS.
- Form, Rebar, and Pour WTP Concrete Beams

PLANNED ACTIVITIES FOR THE NEXT 4 WEEKS:

- Continue forming and rebar install of Slab Decking and Beams in Treatment Building
- Install Conduit in Slabs of Concrete Decks
- Install Plumbing drains and Piping in Slabs of Concrete Decks
- Install Control Panels in RWPS

PROJECT PHOTOS – SEE NEXT PAGE

PROJECT PHOTOS

Water Treatment Building Deck 10/1



RWPS Roof Done 10/1





To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager

Date: October 8, 2019

Agenda Item: Ordinance No. 23-2019: An Ordinance of the Board of Trustees of the Town of Eagle, Colorado Awarding Comcast of Colorado IX, LLC a Ten (10) Year Nonexclusive Revocable Franchise to Construct, Operate, Maintain, Construct and Build a Cable System within the Town of Eagle, CO

REQUEST:

Staff requests that the Board of Trustees review a Franchise Agreement with Comcast for the use of ROW for the construction and maintenance of fiber optic cable to provide services to customers within the town's jurisdiction.

INTRODUCTION:

The purpose of this Franchise Agreement is to grant Comcast the ability to construct, operate, maintain, reconstruct, and rebuild a cable system in the town's right-of-way (ROW). Comcast requested that the town consider a Franchise Agreement that would allow them to construct fiber optic cable for the purpose of providing services to potential customers in Eagle earlier this year. Town hired special counsel that specializes in telecommunications and cable Franchise Agreements to ensure that any legal commitments by the town are set up properly. Town hired Kissinger & Fellman, P.C to assist with the negotiation and preparation of the Franchise Agreement. The town is required to set a public hearing when considering a new Franchise Agreement. An executive session is included on the agenda just in case the BOT needs to negotiate or seek legal advice from the Town Attorney. Based on the negotiation and collaboration with Comcast, staff supports the Franchise Agreement as proposed.

ANALYSIS:

Staff has provided a brief summary of the provisions and matters of interest for the board. The terms and conditions are summarized below, and the details are included in the attached Franchise Agreement. Comcast has also provided a cover letter attached to this memo.

Summary of Terms and Conditions:

- The agreement allows the Town to be a designated access provider
- Town still has full authority over its ROW
- There is requirement for joint trenching arrangements
- The term is 10 years and can be extended based on a mutual agreement

- The agreement is nonexclusive, and town can grant authorization of the use of ROW as deemed appropriate
- As far as competitive equity, if town considered different "Material" terms for another franchise, we need to offer those terms to Comcast through an amendment to the agreement
- Approval of the Franchise Agreement doesn't waive any town ordinances, codes or statues
- The agreement accounts for a future charter, if ballot initiative is successful
- The Franchise fee is 5% of Comcast's gross revenues paid quarterly and any late fees
- Town requires annual Franchise fee reports and can conduct audits regarding enforcement
- Comcast's rates will follow all applicable laws and be non-discriminatory - this doesn't prevent a reduction in fees for promotional campaigns, senior or economically disadvantage citizens, rate discounts for cable, or reductions according to federal laws and regulations
- Town can review the performance of Comcast for any reason
- The agreement meets all insurance and letter of credit requirements and standards
- Customer service standards align with all FCC requirements and town can add more standards as necessary
- All records related to ROW and construction including as-built data, will be provided to the town and service offerings
- The agreement establishes a process for complaints
- Town will receive a standard/high definition digital access channel in 4 years for a PEG channel for no more than 5 hours, 5 days per week and town will pay for the necessary equipment
- Support for access costs:
 - In three years, Comcast will charge \$.50 per month per residential subscriber for the PEG contribution
 - Comcast will provide a PEG upfront capital grant for \$20,000
 - The 3-year delay in collecting the \$.50 PEG fee from customers will give Comcast the ability to recoup the costs of the capital grant
- Technical quality:
 - Comcast is responsible for all maintenance of transmission equipment
 - The exception is that if the town damages Comcast's equipment or is negligent
- Return lines:
 - Town is responsible for paying for the construction of fiber connections to Town Hall for the PEG channel and Comcast will maintain these lines
- All construction must meet town standards and processes
- Standby Power:
 - Comcast will provide a plan for outages lasting more than 4 hours and will provide an Emergency Alert System
- Service availability:
 - Comcast will commit to reasonable efforts to construct its cable system in accordance to the plans approved by the town by August 30, 2021.
 - For an extension of services which is equal to a density less than forty residents per 5,280 cable-bearing strand feet, the resident upon request of services shall pay for the extension based on a calculation
 - Any request to residential density of forty residents per mile, Comcast will extend services after the 4th anniversary of the effective date of the Franchise Agreement
- The agreement adequately addresses procedures in the event of termination or revocation
- The assessment of monetary damages for delays in construction, PEG obligations, material breaches and defaults has been adequately addressed

COMMUNITY INPUT:

Community input is requested at the public hearing on the draft Franchise Agreement for October 8.

BUDGET / STAFF IMPACT:

While staff does not know how many customers Comcast will provide service to, the town currently collects \$220,000 in Franchise fees each year from CenturyLink. There is potential to increase these revenues. However, staff expects the fees that are collected to have a neutral impact to revenues.

There will be an increase in revenues of \$20,000 for the upfront capital grant to establish a PEG channel. After 3 years, town will begin to collect \$.50 cents per customer to support the PEG channel.

There is a significant impact to staff in Community Development and Public Works to oversee the construction in the town's ROW over the next 2 years.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This agreement aligns with the following business values:

Protecting Public Health, Safety, and the Environment – the consideration of increasing broadband infrastructure will assist town with providing public safety. Most communications and dispatch services rely on reliable internet services.

Economic Development – reliable broadband infrastructure supports jobs, businesses and residents. Communities that have good broadband infrastructure and providers are at a competitive advantage as it relates to the retention and attraction of business.

RECOMMENDED ACTION OR PROPOSED MOTION:

The BOT has two options:

1. Motion to **Approve** or **Deny** adoption of Ordinance No. 23, Series 2019, "AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO AWARDING COMCAST OF COLORADO IX, LLC A TEN (10) YEAR NONEXCLUSIVE REVOCABLE FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, CONSTRUCT AND BUILD A CABLE SYSTEM WITHIN THE TOWN OF EAGLE, COLORADO".
2. Give input on the Franchise Agreement and staff will incorporate changes and bring a final draft back on October 22.

ATTACHMENTS:

- Ordinance No. 23-2019
- Comcast Cover Letter
- Franchise Agreement

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 23
(Series of 2019)

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO AWARDING COMCAST OF COLORADO IX, LLC A TEN (10) YEAR NONEXCLUSIVE REVOCABLE FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, CONSTRUCT AND BUILD A CABLE SYSTEM WITHIN THE TOWN OF EAGLE, COLORADO.

WHEREAS, the Town of Eagle, Colorado (the "Town") is authorized by applicable law to grant one or more nonexclusive franchises to construct, operate, maintain, construct and build cable systems within the boundaries of the Town; and

WHEREAS, Comcast of Colorado IX, LLC (the "Company") has indicated a desire to negotiate a cable television franchise agreement (the "Agreement") with the Town; and

WHEREAS, the Town has a legitimate and necessary role in ensuring the availability of cable service and reliability of cable systems in its jurisdiction, the availability of local programming, and quality customer service; and

WHEREAS, the Town Board of Trustees desires to grant to the Company, and the Company desires to accept the terms and conditions set forth herein for the use of Town-owned rights of way and easements, and rights of way and easements dedicated and accepted for public use, installing and operating a cable system in the Town, in accordance with applicable laws and provisions of the Agreement between the Town and the Company; and

WHEREAS, the Town has identified the future cable-related needs and interests of the Town and its citizens, has considered the financial, technical and legal qualifications of Comcast of Colorado IX, LLC, and has determined that the Company's plans for constructing, operating, maintaining, reconstructing and rebuilding its system within the Town are adequate; and

WHEREAS, the public has had adequate notice and opportunity to comment on the Company's proposal to provide cable television services within the Town; and

WHEREAS, the Town Board of Trustees has determined it is in the best interest of the Town and the community to grant a franchise to the Company for the term provided in the Agreement; and

WHEREAS, following notice and a public hearing as required by law, the Town Board of Trustees finds and determines that it is in the best interest of the inhabitants of the Town that a nonexclusive, revocable franchise be granted to Comcast of Colorado IX, LLC in accordance with the terms, conditions and limitations contained in the Cable Franchise Agreement between the Town of Eagle, Colorado and Comcast of Colorado IX, LLC dated October 8, 2019.

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

Section 1. Grant of Nonexclusive, Revocable Franchise. The Town of Eagle, Colorado hereby approves the Cable Franchise Agreement between the Town of Eagle, Colorado and Comcast of Colorado IX, LLC in the form attached as ***Exhibit 1.***

Section 2. Term. The term of the franchise granted by the Town pursuant to this Ordinance shall be for a period of ten (10) years from and after the effective date unless sooner terminated pursuant to law.

Section 3. Effective Date. The franchise granted pursuant to this Ordinance together with the rights, privileges and authorities granted thereby shall take effect and be enforced from and after 30 days following publication of this Ordinance.

Section 4. Franchise Area. The franchise area is that area within the jurisdictional boundaries of the Town of Eagle, Colorado including any areas annexed by the Town during the term of the franchise.

Section 5. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 6. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON OCTOBER 8, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk



1899 Wynkoop Street
Suite 550
Denver, CO 80202

October 8, 2019

Mayor Anne McKibbin
Town of Eagle
200 Broadway
P. O. Box 609
Eagle, CO 81631

Dear Mayor McKibbin:

The purpose of this letter agreement is to set forth an agreement between Comcast of Colorado IX, LLC (hereinafter, "Comcast") and the Town of Eagle, Colorado (hereinafter, "the Town") that are in addition to the Franchise Agreement to be adopted by Ordinance (hereinafter, "the Franchise"). These items have been negotiated in good faith and agreed to as part of the informal franchise negotiation process pursuant to 47 U.S.C. § 541 and specifically relate to the unique community needs that exist in the Town.

- A. **Connection of Public Facilities** – Grantee is willing, at no cost to the Town, to provide one outlet of Basic Service and Digital Starter Service to all Town owned and occupied buildings, schools and public libraries located in areas where Grantee provides Cable Service, so long as these facilities are already served or are located within 150 feet from the distribution point on the Cable System from which Cable Service can be provided to these facilities. Grantee's commitment to provide this service is voluntary, and may be terminated by Grantee, at its sole discretion, upon ninety (90) days written notice to the Town. For purposes of this subsection, "school" means all State-accredited K-12 public and private schools. Such obligation to provide free Cable Service shall not extend to areas of Town buildings where the Grantee would normally enter into a commercial contract to provide such Cable Service (*e.g.*, golf courses, airport restaurants and concourses, and recreation center work out facilities). Outlets of Basic and Digital Starter Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Such Cable Service shall not be located in public waiting areas or used to entertain the public nor shall they be used in a way that might violate copyright laws. The outlets may only be used for lawful purposes. The Cable Service provided shall not be distributed beyond the originally installed outlets without authorization from Grantee, which shall not be unreasonably withheld. Grantee is not required to provide free reception equipment for any complimentary account provided pursuant to this subsection. Grantee and Town do not

waive any rights under applicable law regarding complimentary service. The complimentary Cable Service provided for in this Section shall not apply to qualifying locations that receive Cable Service pursuant to an Agreement between the Town and another Cable Service provider.

- B. The Town acknowledges that the provision of one outlet of Basic Service and Digital Starter Service to all Town owned and occupied buildings that are not schools and public libraries may be terminated by Grantee if a competitive cable operator with a franchise granted by the Town does not have a comparable franchise obligation.

The terms and conditions of this letter agreement are binding upon the Town and Comcast and their successors and assigns. Comcast and the Town agree that a violation of these terms by either Comcast or the Town is a material violation of the Franchise, subject to the provisions of Section 13 of the Franchise. It is understood that fulfillment of these obligations is also necessary and part of the consideration to secure the Franchise.

Sincerely,
Comcast of Colorado IX, LLC

By: _____
Its: _____
Date: _____

Acknowledged and agreed to this ____ day of _____, 2019.

Town of Eagle, Colorado

By: _____
Its: _____
Date: _____

**COMCAST OF COLORADO IX, LLC AND
TOWN OF EAGLE, COLORADO**

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Town of Eagle/Comcast
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**COMCAST OF COLORADO IX, LLC AND
TOWN OF EAGLE, COLORADO**

CABLE FRANCHISE AGREEMENT

SECTION 1. DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 “Access” means the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community, including the Town and its designees, of the Cable System to acquire, create, receive, and distribute video Cable Services and other services and signals as permitted under Applicable Law including, but not limited to:

(A) “Public Access” means Access where community-based, noncommercial organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary users.

(B) “Educational Access” means Access where schools are the primary users having editorial control over programming and services. For purposes of this definition, “school” means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges and universities.

(C) “Government Access” means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 “Access Channel” means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3 “Activated” means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.4 “Affiliate,” when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.5 “Applicable Law” means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law that determines the legal standing of a case or issue.

1.6 “Bad Debt” means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.7 “Basic Service” is the level of programming service which includes, at a minimum, all Broadcast Channels, all PEG SD Access Channels required in this Franchise, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.8 “Broadcast Channel” means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC § 534 and 535.

1.9 “Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.10 “Cable Act” means the Title VI of the Communications Act of 1934, as amended.

1.11 “Cable Operator” means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.12 “Cable Service” means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.13 “Cable System” means any facility, including Grantee’s, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system

that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.14 “Channel” means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.15 “Commercial Subscribers” means any Subscribers other than Residential Subscribers.

1.16 “Designated Access Provider” means the entity or entities designated now or in the future by the Town to manage or co-manage Access Channels and facilities. The Town may be a Designated Access Provider.

1.17 “Digital Starter Service” means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.18 “Downstream” means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.19 “Dwelling Unit” means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.20 “Effective Date” means the date on which all persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the “Term” section herein.

1.21 “FCC” means the Federal Communications Commission.

1.22 “Fiber Optic” means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.23 “Franchise” means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the Town and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.24 “Franchise Area” means the area within the jurisdictional boundaries of the Town, including any areas annexed by the Town during the term of this Franchise.

1.25 “Franchise Fee” means that fee payable to the Town described in subsection 3.1.

1.26 “Grantee” means Comcast of Colorado VI, LLC or its lawful successor, transferee or assignee.

1.27 “Gross Revenues” means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the Town. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);
- installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;
- fees paid to Grantee for channels designated for commercial/Leased Access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the Town;
- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined herein;
- late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Town;
- revenues from program guides;
- Franchise Fees;
- FCC Regulatory Fees; and,
- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the Town.

(A) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the Town and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications (“NCC”) and Comcast Spotlight (“Spotlight”) or their successors associated with sales of advertising on the Cable System within the Town allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) “Gross Revenues” shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the Town;
- any taxes and/or fees on services furnished by Grantee imposed by any municipality, state or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;
- fees imposed by any municipality, state or other governmental unit on Grantee including but not limited to Public, Educational and Governmental (PEG) Fees;
- launch fees and marketing co-op fees; and,
- unaffiliated third party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Town. The Town reserves its right to review and to challenge Grantee’s calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section 1.27 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”). Grantee will explain and document the required changes to the Town within three (3) months of making such changes, and as part of any audit or review of franchise fee payments, and any such

changes shall be subject to 1.27(E) below.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles (“GAAP”) as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”). Notwithstanding the forgoing, the Town reserves its right to challenge Grantee’s calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

1.28 “Headend” means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.29 “Leased Access Channel” means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.30 “Manager” means the Town Manager of the Town or designee.

1.31 “Person” means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.32 “Premium Service” means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.33 “Residential Subscriber” means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.34 “Right-of-Way” means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the Town: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, right-of-way and similar public property and areas.

1.35 “State” means the State of Colorado.

1.36 “Subscriber” means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from

Grantee's Cable System, and who is in compliance with Grantee's regular and nondiscriminatory terms and conditions for receipt of service.

1.37 “Subscriber Network” means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.38 “Telecommunications” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(43)).

1.39 “Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(46)).

1.40 “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.41 “Town” is the Town of Eagle, Colorado, a body politic and corporate under the laws of the State of Colorado.

1.42 “Town Council” means the Eagle Town Council, or its successor, the governing body of the Town of Eagle, Colorado.

1.43 “Two-Way” means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.44 “Upstream” means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The Town hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Right-of-Way within the Town to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Grantee with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable Town ordinance existing as of the Effective Date, as defined in subsection 1.20.

(C) Every term, provision or condition herein is subject to the provisions of state law, federal law, the Charter of the Town, and the ordinances and regulations enacted pursuant thereto. The Charter and Municipal Code of the Town, as the same may be amended from time to time, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the Town may not unilaterally alter the material rights and obligations of Grantee under this Franchise. Notwithstanding any other provision of this Franchise, Grantee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Town that it believes conflicts with its contractual rights under this Franchise, either now or in the future.

(D) This Franchise shall not be interpreted to prevent the Town from imposing additional lawful conditions for use of the Rights-of-Way, should Grantee provide service other than Cable Service.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the Town that may be required by the ordinances and laws of the Town;

(2) Any permit, agreement, or authorization required by the Town for Right-of-Way users in connection with operations on or in Right-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the Town or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Town has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Right-of-Way

(A) Subject to the Town's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Town such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Town. Grantee, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the Town's Rights-of-Way in compliance with all applicable Town construction codes and procedures. As trustee for the public, the Town is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Grantee must follow Town established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the Town's role in protecting public health, safety and welfare, the Town may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with Town's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the Town, or which is installed without prior Town approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

2.3 Term of Franchise

The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act, or is extended by mutual agreement of the Town and Grantee.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the Town to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the Town to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The Town may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for

Cable Systems as the Town deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the Town to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Town or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The Town shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power; provided that such hereinafter enacted ordinances shall be reasonable and not materially modify the terms of this Franchise. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Town's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

A. The Grantee acknowledges and agrees that the Town reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to utilize the Rights-of-Way in order to provide Cable Services or similar video programming service within the Town. If the Town grants such an additional franchise or other similar lawful authorization that permits a new entrant to utilize the Rights-of-Way for Cable Services or similar video programming services containing material terms and conditions that differ from Grantee's material obligations under this Franchise, or declines to require such franchise or other similar lawful authorization where it has the legal authority to do so, then the parties agree that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; complementary services; insurance; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent.

B. The modification process of this Franchise as provided for in Section 2.6 (A) shall only be initiated by written notice by the Grantee to the Town regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise

amendments to the Town, with a written explanation of why the proposed amendments are necessary and consistent.

C. Upon receipt of Grantee's written notice as provided in Section 2.6 (B), the Town and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Town and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Town shall amend this Franchise to include the modifications.

D. In the alternative to Franchise modification negotiations as provided for in Section 2.6 (C), or if the Town and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the Town grants to another multi-channel video programming provider (with the understanding that Grantee will use its current system design and technology infrastructure to meet any requirements of the new franchise), so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the Town shall immediately commence proceedings to replace this Franchise with the franchise issued to the other multi-channel video programming provider.

E. Notwithstanding anything contained in this Section 2.6(A) through (D) to the contrary, the Town shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar video programming service available for purchase by Subscribers or customers under its franchise agreement with the Town.

F. Notwithstanding any provision to the contrary, at any time that a wireline-based entity with facilities used to deliver Cable Services or multiple Channels of video programming located in the Town's Rights of Way makes available for purchase by Subscribers or customers Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization that permits a new entrant to utilize the Rights of Way granted by the Town, then:

1) Grantee may negotiate with the Town to seek Franchise modifications as per Section 2.6(B)-(D) above; or

a. the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice and Grantee shall be deemed to have timely invoked the renewal process under 47 USC 546; or,

b. Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the Town's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Town's Right-of-Way, Grantee shall, after the Effective Date and within sixty (60) days after the activation of the first Subscriber, pay as a Franchise Fee to the Town, throughout the duration of and consistent with this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the Town shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the Town that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Town may have for further or additional sums payable or for the

performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the Town, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

3.5 Annual Franchise Fee Reports

Grantee shall, within sixty (60) days after the end of each year, furnish to the Town a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Franchise Fees Subject to Audit

On an annual basis, upon thirty (30) days prior written notice, the Town, including the Town's Auditor or his/her authorized representative, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise. Pursuant to subsection 1.27, as part of the Franchise Fee audit/review the Town shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for Town subscribers during the audit period.

To the extent that the Town does not believe that the relevant data supplied is sufficient for the Town to complete its audit/review, the Town may require other relevant data. For purposes of this Section 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the Town to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent (5%) or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the Town related to audits), Grantee shall pay the total cost of the audit/review, such cost not to exceed five thousand dollars (\$5,000) for each year of the audit period. The Town's right to audit/review and the Grantee's obligation to retain records related to this subsection shall expire three (3) years after each Franchise Fee payment has been made to the Town.

3.7 Late Payments

In the event any payment due quarterly is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the Town receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the eight percent (8%) per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the Town.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the Town through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall pay to the Town compensation equivalent to the compensation paid to the Town by other similarly situated users of the Town's Right-of-Way for Grantee's use of the Town's Right-of-Way, provided that in no event shall such payments exceed the equivalent of five percent (5%) of Grantee's Gross Revenues (subject to the other provisions contained in this Franchise), to the extent consistent with Applicable Law.

3.10 Maximum Legal Compensation

The parties acknowledge that, at present, applicable federal law limits the Town to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, the Town is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by the Town to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the Town hereunder, provided that Grantee has received at least ninety (90) days prior written notice from the Town of such amendment, so long as all cable operators in the Town are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments

No term or condition in this Franchise shall in any way modify or affect Grantee's obligation to pay in full the Franchise Fee percentage listed in this Franchise. Additionally, the PEG Capital Contribution pursuant to Section 9.5, as well as any charges incidental to the awarding or enforcing of this Franchise (i.e., payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) shall not be offset against Franchise Fees. Furthermore, the Town and Grantee agree that any local tax of general applicability shall

be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. With the exception of the foregoing, Grantee reserves all rights to offset cash or non-cash payments from Franchise Fees, consistent with Applicable Law. The Town likewise reserves all rights it has under Applicable Law. Should Grantee elect to offset commitments or initiatives such as complimentary Cable Service against the Franchise Fees in accordance with Applicable Law, including any Order resulting from the FCC's 621 proceeding, MB Docket No. 05-311, Grantee shall provide the Town ninety (90) days' advance written notice.

3.12 Tax Liability

The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the Town, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the Town. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.13 Financial Records

Grantee agrees to meet with a representative of the Town upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Town deems necessary for reviewing reports and records.

3.14 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the Town within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Town reserves the right to satisfy any remaining financial obligations of the Grantee to the Town by utilizing the funds available in any security provided by the Grantee.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The Town shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that

power and right, or any part thereof, to the extent permitted under Federal, State and local law, to any agent, in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the Town's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the Town to the full extent authorized by applicable federal, State and local laws.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly-available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the Town. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates to the extent required by Applicable Law and to Multiple Dwelling Unit Subscribers to the extent authorized by FCC rules or applicable Federal law. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

A. Upon thirty (30) day's written notice from the Town, Grantee shall provide a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Following the initial request, Grantee shall maintain this on file with the Town. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

B. Upon request of the Town, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross subsidization.

4.6 Reserved Authority

Both Grantee and the Town reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

4.7 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for the Town to invoke any relevant remedy in accordance with Section 13.1 of this Franchise.

4.8 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within thirty (30) days of receipt of notice, the Town and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the Town Council for its approval. If so approved by the Town Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.9 Performance Evaluations

(A) The Town may hold performance evaluation sessions upon ninety (90) days written notice, provided that such evaluation sessions shall be held no more frequently than once every two (2) years. All such evaluation sessions shall be conducted by the Town.

(B) Special evaluation sessions may be held at any time by the Town during the term of this Franchise, upon ninety (90) days written notice to Grantee.

(C) All regular evaluation sessions shall be open to the public and announced at least two (2) weeks in advance in any manner within the discretion of the Town. Grantee shall also include with or on the Subscriber billing statements for the billing period immediately preceding the commencement of the session, written notification of the date, time, and place of the regular performance evaluation session, and any special evaluation session as required by the Town, provided Grantee receives appropriate advance notice.

(D) Topics which may be discussed at any evaluation session may include, but are not limited to, Cable Service rate structures; Franchise Fee payments; liquidated damages; free or discounted Cable Services; application of new technologies; Cable System performance; Cable Services provided; programming offered; Subscriber complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and the Town or Grantee's rules; provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

(E) During evaluations under this subsection, Grantee shall fully cooperate with the Town and shall provide such information and documents maintained in the ordinary course of business as the Town may reasonably require to perform the evaluation.

4.10 Late Fees

A. For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with Applicable Law.

B. Nothing in this subsection shall be deemed to create, limit or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule or regulation.

C. The Grantee's late fee and disconnection policies and practices shall be nondiscriminatory and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the Town without regard to the neighborhood or income level of the Subscriber.

4.11 Force Majeure

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the Town. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the Town and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, Grantee shall provide documentation as reasonably required by the Town to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the Town with its proposed plan for remediation, including the timing for such cure.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

A. General Indemnification. Grantee shall indemnify, defend and hold the Town, its officers, officials, boards, commissions, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the Town while conducting its defense of the Town. Grantee shall not be obligated to indemnify the Town to the extent of the Town's negligence or willful misconduct.

B. Indemnification for Relocation. Grantee shall indemnify the Town for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the Town arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the Town.

C. Additional Circumstances. Grantee shall also indemnify, defend and hold the Town harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

a. The lawful actions of the Town in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

b. Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

D. Procedures and Defense. If a claim or action arises, the Town or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The Town may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense then Grantee shall not be liable for any attorneys' fees, expenses or other costs that Town may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(F) is required. In that event the provisions of Paragraph 5.1(F) shall govern Grantee's responsibility for Town's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting the Town without the Town's approval.

a. Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

b. Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Town and the counsel selected by Grantee to represent the Town, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the Town in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and Town desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then the Town shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The Town's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Town Attorney or his/her assistants or any employees of the Town or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Town by Grantee.

5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

(1) Commercial General Liability insurance with limits of no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Such insurance shall name the Town, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and rights of recovery against the Town, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00) each occurrence with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the Town. The policy shall contain a severability of interests provision.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without thirty (30) days' written notice first provided to the Town, via certified mail, and ten (10) days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Franchise.

5.3 Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the Town.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The Town, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the Town, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the Town, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. The Grantee shall furnish the Town with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance. In the alternative to providing a certificate of insurance to the Town certifying insurance coverage as required above, Grantee may provide self-insurance in the same amount and level of protection for Grantee and Town, its officers, agents and employees as otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the Town.

5.4 Letter of Credit

(A) If there is a claim by the Town of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the Town may require and Grantee shall establish and provide within thirty (30) days from receiving notice from the Town, to the Town as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the Town in the amount of twenty-five thousand dollars (\$25,000.00).

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained at twenty-five thousand dollars (\$25,000) until the allegations of the uncured breach have been resolved.

(C) After completion of the procedures set forth in Section 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the Town for purposes including, but not limited to, the following:

- (1) Failure of Grantee to pay the Town sums due under the terms of this Franchise;
- (2) Reimbursement of costs borne by the Town to correct Franchise violations not corrected by Grantee;

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,

(4) Failure to comply with the Customer Service Standards of the Town, as the same may be amended from time to time by the Town Council acting by ordinance or resolution.

(E) The Town shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(F) Grantee shall have the right to appeal to the Town Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the Town erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

The Town hereby adopts the customer service standards set forth in Part 76, §76.309, 76.1602, 76.1603 and 76.1619; of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC; provided, however, standard installation as provided in Section 12.1(A)(2) and the timing of the requirement for performing a standard installation shall be as set forth in this Agreement, rather than as described in the foregoing Code of Federal Regulations. The Town reserves the right to adopt additional or different customer service standards during the term of this Franchise, in its sole discretion. Grantee reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Customer Service Agreement

(A) Grantee shall provide to Subscribers electronically, an accurate, comprehensive service agreement for the use in establishing Subscriber service. As of the Effective Date the service agreement is located at:

<https://www.xfinity.com/corporate/customers/policies/subscriberagreement>.

6.3 Subscriber Privacy

The Grantee shall comply with all applicable federal, state and local privacy laws, including without limitation, Section 631 of the Cable Act and regulations adopted pursuant thereto.

6.4 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the Town a sample of the Subscriber contract or service agreement then in use.

6.5 Advance Notice to the Town

The Grantee shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the Town in advance.

6.6 Identification of Local Franchise Authority on Subscriber Bills

Within sixty (60) days after written request from the Town, Grantee shall place the Town's phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints. Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way that (A) is not misleading and (B) does not omit material information.

SECTION 7. BOOKS AND RECORD

7.1 Books and Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the Town. The Town, including the Town's Auditor or his/her authorized representative, shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the Town access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate or a third party. The Town may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the Town, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that the Town inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made

available in copies to the Town upon written request as set forth above, and if the Town determines that an examination of such records is necessary or appropriate for the performance of any of the Town's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

The Town agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes the Town aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the Town believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the Town receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the Town shall, so far as consistent with Applicable Law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the Town agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any Person. Grantee shall reimburse the Town for all reasonable costs and attorney's fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall furnish to the Town upon 30 days written request and subject to Applicable Law:

(1) Within ninety (90) days following initial construction and installation of the Cable System and following any additions or modifications, a complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the Town's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the Town. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) Records relating to the status of the initial construction reasonably related to the obligations to construct the Cable System as provided for in this Franchise;

(3) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the Town;

(4) Current Subscriber Records and information;

(5) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous twelve (12) months; and

(6) A list of Cable Services, rates and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the Town is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within sixty (60) days of the Town's written request, Grantee shall submit to the Town a written report, in a form acceptable to the Town, which shall include, but not necessarily be limited to, the following information for the Town:

(A) A Gross Revenue statement, as required by subsection 3.5 of this Franchise;

(B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (i.e., Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;

(D) A statement of planned construction, if any, for the next year; and,

(E) A copy of the most recent annual report Grantee filed with the SEC or other governing body.

The parties agree that the Town's request for these annual reports shall remain effective, and need only be made once. Such a request shall require the Grantee to continue to provide the reports annually, until further written notice from the Town to the contrary.

7.5 Copies of Federal and State Reports

Within thirty (30) days of a written request, Grantee shall submit to the Town copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Town. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

(A) Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. These files shall remain available for viewing to the Town during normal business hours at Grantee's local business office.

(B) Within thirty (30) days of a written request, Grantee shall provide the Town a quarterly executive summary in the form attached hereto as Exhibit B, which shall include the following information from the preceding quarter:

- (1) A summary of service calls, identifying the number and nature of the requests and their disposition;
- (2) A log of all service interruptions;
- (3) Average response time for service calls;
- (4) A summary of customer complaints referred by the Town to Grantee; and
- (5) Such other information as reasonably requested by the Town.

The parties agree that the Town's request for these summary reports shall remain effective and need only be made once. Such a request shall require the Grantee to continue to provide the reports quarterly, until further written notice from the Town to the contrary.

7.7 Failure to Report

The failure or neglect of Grantee to file any of the reports or filings required under this Franchise or such other reports as the Town may reasonably request (not including clerical errors or errors made in good faith), may, at the Town's option, be deemed a breach of this Franchise.

7.8 False Statements

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the Town under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Colorado news, weather & information;
- (C) Sports;
- (D) General entertainment (including movies);
- (E) Children/family-oriented;
- (F) Arts, culture and performing arts;
- (G) Foreign language;
- (H) Science/documentary;
- (I) National news, weather and information; and,
- (J) Public, Educational and Government Access, to the extent required by this Franchise.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the Town.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee on the Effective Date of this Franchise shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of grantee, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the Town, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System, and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) In the event Grantee fails to operate the Cable System for four (4) consecutive days without prior approval of the Manager, or without just cause, the Town may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the Town or a permanent Cable Operator is selected. If the Town is required to fulfill this obligation for Grantee, Grantee shall reimburse the Town for all reasonable costs or damages that are the result of Grantee's failure to perform.

8.6 Services for the Disabled

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

9.1 Designated Access Providers

(A) The Town shall have the sole and exclusive responsibility for identifying the Designated Access Providers, including itself for Access purposes, to control and manage the use of any or all Access Facilities provided by Grantee under this Franchise. As used in this Section, such "Access Facilities" includes the Channels, services, facilities, equipment, technical components and/or financial support provided under this Franchise, which is used or useable by and for Public Access, Educational Access, and Government Access ("PEG" or "PEG Access").

(B) Grantee shall cooperate with Town in Town's efforts to provide Access programming, but will not be responsible or liable for any damages resulting from a claim in connection with the programming placed on the Access Channels by the Designated Access Provider.

9.2 Channel Capacity and Use

(A) After the fourth anniversary of the Effective Date and within one hundred twenty (120) days of written notice from Town, Grantee shall provide, at no charge, two (2) Public, Educational or Governmental (PEG) Access Channels, one in Standard Definition (SD) and one in High Definition (HD).

(B) The Town may delegate management of the PEG Access Channels to a Designated Access Provider.

(C) Grantee shall have the right to temporarily use any Channel, or portion thereof, which is allocated under this Section for PEG Access use, within sixty (60) days after a written request for such use is submitted to Town, if such Channel is not "fully utilized" as defined herein. A Channel shall be considered fully utilized if substantially unduplicated programming is delivered over it more than an average of 38 hours per week over a six (6) month period. Programming that is repeated on an Access Channel up to two times per day shall be considered "unduplicated programming." Character generated programming shall be included for purposes of this subsection, but may be counted towards the total average hours only with respect to one (1) Channel provided to Town. If a Channel allocated for PEG Access use will be used by Grantee in accordance with the terms of this subsection, the institution to which the Channel has been allocated shall have the right to require the return of the Channel or portion thereof. Town shall request return of such Channel space by delivering written notice to Grantee stating that the

institution is prepared to fully utilize the Channel, or portion thereof, in accordance with this subsection. In such event, the Channel or portion thereof shall be returned to such institution within sixty (60) days after receipt by Grantee of such written notice.

(D) Standard Definition (“SD”) Digital Access Channel.

(1) After the fourth anniversary of the Effective Date, and upon one hundred twenty (120) days’ written notice, Grantee shall provide one (1) Activated Downstream Channels for PEG Access use in a standard definition (“SD”) digital format in Grantee’s Basic Service (“SD Access Channel”). Grantee shall carry all components of the SD Access Channel Signals provided by a Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. A Designated Access Provider shall be responsible for providing the SD Access Channel Signal in an SD format to the demarcation point at the designated point of origination for the SD Access Channel. Grantee shall transport and distribute the SD Access Channel signal on its Cable System and shall not unreasonably discriminate against SD Access Channels with respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules & Regulations, including without limitation Subpart K Channel signal standards.

(2) With respect to signal quality, Grantee shall not be required to carry a SD Access Channel in a higher quality format than that of the SD Access Channel signal delivered to Grantee, but Grantee shall distribute the SD Access Channel signal without degradation. Upon reasonable written request by a Designated Access Provider, Grantee shall verify signal delivery to Subscribers with the Designated Access Provider, consistent with the requirements of this Section 9.2(D).

(3) Grantee shall be responsible for costs associated with the transmission of SD Access signals on its side of the demarcation point which for the purposes of this Section 9.2 (D)(3), shall mean up to and including the modulator where the Town signal is converted into a format to be transmitted over a fiber connection to Grantee. The Town or Designated Access Provider shall be responsible for costs associated with SD Access signal transmission on its side of the demarcation point.

(4) SD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which SD channels are made available. Grantee is not required to provide free SD equipment to Subscribers, including complimentary government and educational accounts, nor modify its equipment or pricing policies in any manner.

(E) High Definition (“HD”) Digital Access Channel.

(1) After the fourth anniversary of the Effective Date and within one hundred twenty (120) days' written notice, Grantee shall activate one (1) HD Access Channel, for which the Town may provide Access Channel signals in HD format to the demarcation point at the designated point of origination for the Access Channel.

(a) The Town shall, in its written notice to Grantee as provided for in this Section, confirm that it or its Designated Access Provider has the capabilities to produce, has been producing and will produce programming in an HD format for the newly activated HD Access Channel(s); and,

(b) There will be a minimum of five (5) hours per-day, five days per-week of HD PEG programming available for each HD Access Channel. For the purposes of this subsection, character-generated programming (i.e., community bulletin boards) shall not satisfy, in whole or in part, this programming requirement.

(2) The Town shall be responsible for providing the HD Access Channel signal in an HD digital format to the demarcation point at the designated point of origination for the HD Access Channel. For purposes of this Franchise, an HD signal refers to a television signal delivering picture resolution of either 720p or 1080i, or such other resolution in this same range that Grantee utilizes for other similar non-sport, non-movie programming channels on the Cable System, whichever is greater.

(3) Grantee shall transport and distribute the HD Access Channel signal on its Cable System and shall not unreasonably discriminate against HD Access Channels with respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules & Regulations, including without limitation Subpart K Channel signal standards. With respect to signal quality, Grantee shall not be required to carry a HD Access Channel in a higher quality format than that of the HD Access Channel signal delivered to Grantee, but Grantee shall distribute the HD Access Channel signal without degradation. Grantee shall carry all components of the HD Access Channel signals provided by the Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. Upon reasonable written request by the Town, Grantee shall verify signal delivery to Subscribers with the City, consistent with the requirements of this Section 9.2(E).

(4) HD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which HD channels are made available. Grantee is not required to provide free HD equipment to Subscribers, including complimentary government and educational accounts, nor modify its equipment or pricing policies in any manner.

(5) The Town or any Designated Access Provider is responsible for acquiring all equipment necessary to produce programming in HD.

(6) Grantee shall cooperate with the Town to procure and provide, at Town's cost, all necessary transmission equipment from the Designated Access Provider channel origination point, at Grantee's headend and through Grantee's distribution system, in order to deliver the HD Access Channels. The Town shall be responsible for the costs of all transmission equipment, including HD encoder or decoder equipment, and multiplex equipment, required in order for Grantee to receive and distribute the HD Access Channel signal, or for the cost of any resulting upgrades to the video return line. The Town and Grantee agree that such expense of acquiring and installing the transmission equipment or upgrades to the video return line qualifies as a capital cost for PEG Facilities within the meaning of the Cable Act 47 U.S.C.A. Section 542(g)(20)(C), and therefore is an appropriate use of revenues derived from those PEG Capital fees provided for in this Franchise.

(F) Grantee shall simultaneously carry the one (1) initial HD Access Channel provided for in Section 9.2(E) in high definition format on the Cable System, in addition to simultaneously carrying in standard definition format the SD Access Channels provided pursuant to Subsection 9.2(D).

(G) There shall be no restriction on Grantee's technology used to deploy and deliver SD or HD signals so long as the requirements of the Franchise are otherwise met. Grantee may implement HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the consumer that is reasonably comparable and functionally equivalent to similar commercial HD channels carried on the Cable System. In the event the Town believes that Grantee fails to meet this standard, Town will notify Grantee of such concern, and Grantee will respond to any complaints in a timely manner.

9.3 Access Channel Location

Grantee will use reasonable efforts to minimize the movement of SD and HD Access Channel assignments. In addition, Grantee will make reasonable efforts to locate HD Access Channels provided pursuant to Subsection 9.2(E) in a location on its HD Channel line-up that is easily accessible to Subscribers. Grantee shall provide Town a minimum of sixty (60) days' notice, and use its best efforts to provide one hundred and twenty (120) days' notice, prior to the time PEG Access Channel designations are changed.

9.4 Support for Access Costs

(A) After the third anniversary of the Effective Date and upon one hundred twenty (120) days written notice, Grantee shall provide up to fifty cents (\$.50) per month per

Residential Subscriber (the "PEG Contribution") to be used solely for capital costs related to Public, Educational and Governmental Access, or as may be permitted by Applicable Law. Grantee shall make PEG Contribution payments quarterly, following the effective date of this Franchise Agreement for the preceding quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than forty-five (45) days following the end of the quarter. The Town shall have sole discretion to allocate the expenditure of such payments for any capital costs related to PEG Access. The parties agree that this Franchise shall provide the Town discretion to utilize Access payments for new internal network connections and enhancements to the Town's existing network.

(B) In recognition of the Town's demonstration of the its community needs and interests related to the startup of a PEG Access programming operation, Grantee additionally agrees to provide a PEG capital equipment grant of twenty thousand (\$20,000) dollars ("PEG Equipment Grant") to the Town, to be delivered within one hundred twenty (120) days of written request made as provided in subsection (A) above. While this PEG Equipment Grant is in addition to, and not in lieu of the PEG Contribution referenced in subsection (A) above, Grantee shall be entitled to recover the PEG Equipment Grant by retaining the PEG Contribution described in subsection (A) above until it has fully recovered the PEG Equipment Grant.

9.5 Access Support Not Franchise Fees

Grantee agrees that capital support for Access Costs arising from or relating to the obligations set forth in this Section shall in no way modify or otherwise affect Grantee's obligations to pay Franchise Fees to the Town. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in this Section may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, the additional commitments shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise Agreement so long as such support is used for capital Access purposes consistent with this Franchise and federal law.

9.6 Access Channels On Basic Service or Lowest Priced HD Service Tier

All SD Access Channels under this Franchise Agreement shall be included by Grantee, without limitation, as part of Basic Service. All HD Access Channels under this Franchise Agreement shall be included by Grantee, without limitation, as part of the lowest priced tier of HD Cable Service upon which Grantee provides HD programming content.

9.7 Change In Technology

In the event Grantee makes any change in the Cable System and related equipment and Facilities or in Grantee's signal delivery technology, which directly or indirectly affects the signal quality or transmission of Access services or programming, Grantee shall at its own

expense take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment, and full training of Town's Access personnel to ensure that the capabilities of Access services are not diminished or adversely affected by such change. If the Town implements a new video delivery technology that is currently offered and can be accommodated on the Grantee's local Cable System then the same provisions above shall apply. If the Town implements a new video delivery technology that is not currently offered on and/or that cannot be accommodated by the Grantee's local Cable System, then the Town shall be responsible for acquiring all necessary equipment, facilities, technical assistance, and training to deliver the signal to the Grantee's headend for distribution to subscribers.

9.8 Technical Quality

Grantee shall maintain all upstream and downstream Access services and Channels on its side of the demarcation point at the same level of technical quality and reliability required by this Franchise Agreement and all other applicable laws, rules and regulations for Residential Subscriber Channels. Grantee shall provide routine maintenance for all transmission equipment on its side of the demarcation point, including modulators, decoders, multiplex equipment, and associated cable and equipment necessary to carry a quality signal to and from Town's facilities for the Access Channels provided under this Franchise Agreement, including the business class broadband equipment and services necessary for the video on demand and streaming service described in Section 9.5. Grantee shall also provide, if requested in advance by the Town, advice and technical expertise regarding the proper operation and maintenance of transmission equipment on the Town's side of the demarcation point. The Town shall be responsible for all initial and replacement costs of all HD modulator and demodulator equipment, web-based video on demand servers and web-based video streaming servers. The Town shall also be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by the gross negligence or intentional acts of Town staff. The Grantee shall be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by the gross negligence or intentional acts of Grantee's staff. The Town will be responsible for the cost of repairing and/or replacing any HD PEG Access and web-based video on demand transmission equipment that Grantee maintains that is used exclusively for transmission of the Town's and/or its Designated Access Providers' HD Access programming.

9.9 Return Lines

(A) The Town shall be responsible, from a financial and technical perspective, for delivery of its Access Channel programming in an appropriate usable format and manner to Grantee's Headend or local equivalent.

(B) During construction of the Cable System, Grantee shall construct and maintain, at its own expense, a new Fiber Optic line through the alley behind Town Hall, including an interconnection point behind Town Hall. The Town shall be responsible for the costs of connecting a return line from the Fiber Optic line behind Town Hall into the building in order to facilitate the delivery of PEG programming to the Grantee. Once established, Grantee will service and maintain this line, which will provide PEG Access connectivity from Town Hall to Grantee's Headend. Grantee's construction costs for any other return lines from the nearest

interconnection point to the Designated Access Provider shall be paid by the Town or its Designated Access Provider.

(C) Return lines shall be maintained by Grantee in the same manner as the rest of the Cable System so that Access Channels may be viewed at the same quality that is provided by the Town or its Designated Access Provider.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions and ordinances of the Town and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee's Cable System shall be equivalent to or exceed technical characteristics of a traditional HFC 750 MHz Cable System and provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver no less than one hundred ten (110) Channels of digital video programming services to Subscribers, provided that the Grantee reserves the right to use the bandwidth in the future for other uses based on market factors.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the Town's permitting process.

(D) Grantee and Town shall meet, at the Town's request, to discuss the progress of the design plan and construction.

(E) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

11.2 Standby Power

Grantee's Cable System Headend shall be capable of providing at least twelve (12) hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four (4) hours. This outage plan and evidence of requisite implementation resources shall be presented to the Town no later than thirty (30) days following receipt of a request.

11.3 Emergency Alert Capability

Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the Town shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.4 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), and State technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The Town shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

11.5 Cable System Performance Testing

(A) Grantee shall, at Grantee's expense, perform the following tests on its Cable System:

- (1) All tests required by the FCC;
- (2) All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Franchise; and
- (3) All other tests as otherwise specified in this Franchise.

(B) At a minimum, Grantee's tests shall include:

- (1) Cumulative leakage index testing of any new construction;
- (2) Semi-annual compliance and proof of performance tests in conformance with generally accepted industry guidelines;
- (3) Tests in response to Subscriber complaints;
- (4) Periodic monitoring tests, at intervals not to exceed six (6) months, of Subscriber (field) test points, the Headend, and the condition of standby power supplies; and
- (5) Cumulative leakage index tests, at least annually, designed to ensure that one hundred percent (100%) of Grantee's Cable System has been ground or air tested for signal leakage in accordance with FCC standards.

(C) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to the Town upon reasonable request.

(D) If the FCC no longer requires proof of performance tests for Grantee's Cable System during the term of this Franchise, Grantee agrees that it shall continue to conduct proof of performance tests on the Cable System in accordance with the standards that were in place on the Effective Date, or any generally applicable standards later adopted, at least once a year, and provide written results of such tests to the Town upon request.

(E) The FCC semi-annual testing is conducted in January/February and July/August of each year. If the Town contacts Grantee prior to the next test period (*i.e.*, before December 15 and June 15 respectively of each year), Grantee shall provide Town with no less than seven (7) days prior written notice of the actual date(s) for FCC compliance testing. If Town notifies Grantee by the December 15th and June 15th dates that it wishes to have a representative present during the next test(s), Grantee shall cooperate in scheduling its testing so that the representative can be present. Notwithstanding the above, all technical performance tests may be witnessed by representatives of the Town.

(F) Grantee shall be required to promptly take such corrective measures as are necessary to correct any performance deficiencies fully and to prevent their recurrence as far as possible. Grantee's failure to correct deficiencies identified through this testing process shall be a material violation of this Franchise. Sites shall be re-tested following correction.

11.6 Additional Tests

Where there exists other evidence which in the judgment of the Town casts doubt upon the reliability or technical quality of Cable Service, the Town shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the Town in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem which precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis which may be required.

SECTION 12. SERVICE AVAILABILITY

12.1 Service Availability

(A) Grantee has shared with the Town its Cable System deployment plans, which have found to be acceptable to the Town. Grantee commits to using commercially reasonable efforts to construct its Cable System within the Town in accordance with those plans, by August 30, 2021.

(B) As portions of the Cable System are activated and capable of providing Cable Service, Grantee shall provide Cable Service within seven (7) days of a request by any Person within the Town. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Except as otherwise provided herein, Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.

(2) At a non-discriminatory installation charge for a standard installation, consisting of a 125-foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by Grantee and provided in writing to the Town;

(3) At non-discriminatory monthly rates for Residential Subscribers.

(C) Service to Multiple Dwelling Units. Consistent with this Section 12.1, the Grantee shall offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other Dwelling Units in the Town and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Grantee having legal access to said unit in the form of an access and wiring agreement that is mutually satisfactory to the Grantee and the property owner. The Town acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

(D) Subscriber Charges for Extensions of Service. After the fourth anniversary of the Effective Date, Grantee agrees to extend its Cable System to all persons living in areas with a residential density of forty (40) residences per mile of Cable System plant. If the residential density is less than forty (40) residences per 5,280 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Subscribers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 5,280 cable-bearing strand feet of its trunk or distribution cable and whose denominator equals forty (40). Subscribers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remediating Franchise Violations

(A) If the Town reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the Town shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

- (1) respond to the Town, contesting the Town's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;
- (2) cure the default; or,

(3) notify the Town that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the Town in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the Town may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the Town orders a meeting in accordance with subsection (A)(3), the Town shall set a meeting to investigate said issues or the existence of the alleged default. The Town shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the Town determines that a default exists, the Town shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time frame as the Town shall determine. In the event Grantee does not cure within such time to the Town's reasonable satisfaction, the Town may:

- (1) Withdraw an amount from the letter of credit as monetary damages;
- (2) Recommend the revocation of this Franchise pursuant to the procedures in subsection 13.2; or,
- (3) Recommend any other legal or equitable remedy available under this Franchise or any Applicable Law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the County, provided that any such final determination may be subject to appeal to a court of competent jurisdiction under Applicable Law.

13.2 Revocation

(A) In addition to revocation in accordance with other provisions of this Franchise, the Town may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

(1) If Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance or document regarding the Town and Grantee;

(2) If Grantee willfully fails for more than forty-eight (48) hours to provide continuous and uninterrupted Cable Service;

(3) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Town or Subscribers; or

(4) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors;

(5) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

(B) Following the procedures set forth in subsection 13.1 and prior to forfeiture or termination of the Franchise, the Town shall give written notice to the Grantee of its intent to revoke the Franchise and set a date for a revocation proceeding. The notice shall set forth the exact nature of the noncompliance.

(C) Any proceeding under the paragraph above shall be conducted by the Town Council and open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The Town Council shall hear any Persons interested in the revocation, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

(2) Within ninety (90) days after the hearing, the Town Council shall determine whether to revoke the Franchise and declare that the Franchise is revoked and the letter of credit forfeited; or if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the Town Council determines are reasonable under the circumstances. If the Town determines that the Franchise is to be revoked, the Town shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the Town's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within fifteen (15) days of the date of the decision.

(3) Grantee shall be entitled to such relief as the Court may deem appropriate.

(4) The Town Council may at its sole discretion take any lawful action which it deems appropriate to enforce the Town's rights under the Franchise in lieu of revocation of the Franchise.

13.3 Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Town may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the Town's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.4, below.

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, the Town may order the removal of the above-ground Cable System facilities and such underground facilities from the Town at Grantee's sole expense within a reasonable period of time as determined by the Town. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Right-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by subsection 13.3 (B) to the Town's satisfaction, after written notice to Grantee, the Town may cause the work to be done and Grantee shall reimburse the Town for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the Town may recover the costs through the letter of credit provided by Grantee.

(D) The Town may seek legal and equitable relief to enforce the provisions of this Franchise.

13.4 Purchase of Cable System

(A) If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the Town shall have the option to purchase the Cable System.

(B) The Town may, at any time thereafter, offer in writing to purchase Grantee's Cable System. Grantee shall have thirty (30) days from receipt of a written offer from the Town within which to accept or reject the offer.

(C) In any case where the Town elects to purchase the Cable System, the purchase shall be closed within one hundred twenty (120) days of the date of the Town's audit of a current profit and loss statement of Grantee. The Town shall pay for the Cable System in cash or certified funds, and Grantee shall deliver appropriate bills of sale and other instruments of conveyance.

(D) For the purposes of this subsection, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Grantee's Cable System valued as a going concern, but with no value allocated to the Franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Grantee which the Town would assume.

(2) In the case of revocation for cause, the equitable price of Grantee's Cable System.

13.5 Receivership and Foreclosure

(A) At the option of the Town, subject to Applicable Law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and

every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the Town may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The Town has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Town to assume and be bound by all of the terms and conditions of this Franchise.

13.6 No Monetary Recourse Against the Town

Grantee shall not have any monetary recourse against the Town or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the Town under this Franchise are in addition to, and shall not be read to limit, any immunities the Town may enjoy under federal, State or local law.

13.7 Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the Town to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Town to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.8 Assessment of Monetary Damages

(A) The Town may assess against Grantee monetary damages (i) up to five hundred dollars (\$500.00) per day for general construction delays, violations of PEG obligations or payment obligations, (ii) up to two hundred fifty dollars (\$250.00) per day for any other material breaches, or (iii) up to one hundred dollars (\$100.00) per day for defaults, and withdraw the assessment from the letter of credit or collect the assessment as specified in this Franchise. Damages pursuant to this Section shall accrue for a period not to exceed one hundred twenty (120) days per violation proceeding. To assess any amount from the letter of credit, the Town shall follow the procedures for withdrawals from the letter of credit set forth in the letter of credit and in this Franchise. Such damages shall accrue beginning thirty (30) days following Grantee's

receipt of the notice required by subsection 14.1(A), or such later date if approved by the Town in its sole discretion, but may not be assessed until after the procedures in subsection 14.1 have been completed.

(B) The assessment does not constitute a waiver by Town of any other right or remedy it may have under the Franchise or Applicable Law, including its right to recover from Grantee any additional damages, losses, costs and expenses that are incurred by Town by reason of the breach of this Franchise.

13.9 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Town, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Town, or until the Franchise is revoked and a new franchisee is selected by the Town; or obtain an injunction requiring the Grantee to continue operations. If the Town is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Town or its designee for all reasonable costs, expenses and damages incurred.

13.10 What Constitutes Abandonment

The Town shall be entitled to exercise its options in subsection 13.9 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for four (4) consecutive days, unless the Town authorizes a longer interruption of service; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

(A) The Town and Grantee agree that any proceedings undertaken by the Town that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the Town agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-

related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and Town agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the Town and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Town may grant a renewal thereof. Grantee and Town consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and Town are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and Town shall continue to comply with all obligations and duties under the Franchise.

14.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the Town, which consent shall be by the Town Council, acting by ordinance or resolution.

(B) The Grantee shall promptly notify the Town of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the Town shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Town for its approval of a sale or transfer and furnish all information required by law and the Town.

(D) In seeking the Town's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Town may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Town shall act by ordinance on the request within one hundred twenty (120) days of the request, provided it has received all information required by this Franchise and/or by Applicable Law. The Town and the Grantee may by mutual agreement, at any time, extend the 120 day period. Subject to the foregoing, if the Town fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the Town agree to an extension of time.

(F) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the Town, Grantee shall file with the Town a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the Town may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Town in so inquiring. The Town may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the Town shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Town and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the Town; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 15. SEVERABILITY

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Preferential or Discriminatory Practices Prohibited

NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the Town or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Comcast of Colorado IX, LLC
8000 E. Iliff Ave.
Denver, CO 80231
Attn: Government Affairs Dept.

The Town's address shall be:

Town of Eagle
Attn: Town Manager
200 Broadway
P. O. Box 609
Eagle, CO 81631

with a copy to:

Town of Eagle
Attn: Town Attorney
200 Broadway
P. O. Box 609
Eagle, CO 81631

16.3 Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

16.4 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

16.5 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.6 Waiver

The failure of the Town at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the Town hereafter to enforce the same. Nor shall the waiver by the Town of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.7 Reasonableness of Consent or Approval

Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

16.8 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

16.9 Jurisdiction

Venue for any judicial dispute between the Town and Grantee arising under or out of this Franchise shall be in Eagle County District Court in Eagle, Colorado, or in the United States District Court in Denver.

IN WITNESS WHEREOF, this Franchise is signed in the name of the Town of Eagle, Colorado this ____ day of _____, 2019.

ATTEST:

TOWN OF EAGLE, COLORADO:

Town Clerk

Mayor

APPROVED AS TO FORM:

RECOMMENDED AND APPROVED:

Town Attorney

Town Manager

Accepted and approved this _____ day of _____, 2019.

COMCAST OF COLORADO IX, LLC

By: _____
Its: _____

Town of Eagle/Comcast
(Final 10-2-19)



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager
Kelly Huitt, Action Finance Director/Treasurer

Date: October 10, 2019

Agenda Item: 2020 Proposed Budget Presentation

REQUEST:

Staff is requesting that the Board of Trustees review the 2020 Proposed Budget and set a Public Hearing for Tuesday, October 22, 2020.

INTRODUCTION:

The Town Manager is required to present the proposed budget by October 15. The budget process takes a lot time and dedication by staff and the board. It is the most important project that town completes. The budget is the blueprint for operations and communicates the priorities of the board and organization. Staff started early this year by kicking off the budget in May. The board held two work sessions on the proposed budget September 11 and 12th. At those meetings a draft budget was presented, and feedback was given to staff by the board. Some of the feedback was incorporated and remaining items will be included on October 22.

At this meeting we have highlighted the changes from the work session in September. Since this is the official proposed budget, staff will work over the next few months to finalize the finishing touches on the numbers as well as the budget book. The next steps are:

October 22 – Public Hearing on the Budget

- Staff will go over feedback from the budget work sessions
- Staff will present additional budget adjustments as needed
- Staff will present the Capital Improvement Plan
- Staff will present the fee schedule
- The BOT will give input on the budget

November 12 – Public Hearing on the Budget

- Staff will follow up on items resulting from the meeting on October 22
- Staff will present additional budget adjustments as needed
- Staff will present an updated fee schedule
- The BOT will give input on the budget

December 10 – Public Hearing on the Budget

- Adopt 2020 Budget
- Adopt Mil Levy
- Approve appropriation of the budget
- Certify the 2020 Budget

ANALYSIS:

Below is a summary of the changes to the budget that occurred between our work session. Staff has increased the 2019 budgeted revenues by \$289,000 and reduced 2019 expenditures by \$326,946 in the General Fund. Staff has also increased 2020 revenues by \$214,152 (not including interfund transfers) and increased 2020 expenditures by \$447,608 (not including interfund transfers). Increase in revenues reflect new development fees, grants and a 5% increase in sales tax.

Narrative of Revised Budget changes for 2020 - **Revenues**

General Fund – Increased \$214,152

\$205,340	Sales Tax – Town is projecting a 5% increase over the 2019 budget
\$48,306	Property Tax – Town is projecting a 16% increase in property taxes.
\$15,208	Fines and Forfeitures – Town is projecting a 74% increase to reflect a new grant.
\$25,000	General Interest – Increased by 63% for 2020.
\$130,680	Miscellaneous Revenues – Decreased by 28% due to eliminating retail operations at the Information Center.

Narrative of Revised Budget changes for 2020 - **Expenditures**

General Government (General Fund) – Total increase: \$80,538

\$8,248	Personnel Services – Increase due to merit increases planned for 2020, health costs, and retirement contributions.
\$74,771	Charges for Service – Increase to fund \$30,000 CIP assessment, \$16,000 for leadership team development, BOT strategic plan update, and election orientation. Staff added the community survey for \$10,000 and added the 410 Broadway brownfield grant for \$50,000.
\$3,000	Discretionary Funding – Increased community requests by \$3,000 for the Community Dinner.

General Administration (General Fund) – Total increase: \$6,380

\$15,120	Personnel Services – Increase due to merit increases planned for 2020, health costs, and retirement contributions.
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(\$2,912) **Supplies** – Decrease due to a reduction in computer purchases.

(\$4,989) **Charges for Services** – Decrease due to a reduction in travel, tuition and books and deleting recording fees from the department.

Community Development (General Fund) – Total decrease: (\$173,454)

\$247,739 **Personnel Services** – Increase due to merit increases planned for 2020, health costs, and retirement contributions. Town recently upgraded several positions as a result of hiring decisions in 2019 due to onboarding experienced planners. Other changes included making market adjustments for some staff in the department.

(\$23,152) **Charges for Service** – Decrease due to removing the Safebuilt contract for building services, and completion of the Comprehensive Plan in 2019. Staff reduced legal expenditures by \$20,000 to align actual expenditures.

Streets (General Fund) – Total increase: \$81,980

\$107,712 **Personnel Services** – Increase due to merit increases planned for 2020, health costs, and retirement contributions. The department was allocated a new Streets Maintenance Technician.

Engineering (General Fund) – Total decrease: (\$35,910)

(\$56,356) **Personnel Services** – Decrease due to eliminating the Senior Engineer and replacing it with a development review on call engineering contract.

\$21,267 **Charges for Service** – Increase due to adding \$20,000 for a development review on call engineering contract. Expenditures associated with this contract are eligible for reimbursements by developers.

Public Safety (General Fund) – Total increase: \$187,614

\$161,995 **Personnel Services**– Increased by \$161,995

- Added an additional patrol officer.
- Made market adjustments to Sergeants and a few mid-level patrol officers.

\$27,966 **Charges for Services** – Increased due to projected costs for animal control and dispatch services.

Information Center (General Fund) – Total decrease: (\$114,628)

(\$47,038) **Personnel Services**– Decrease due to scaling back hours of Information Center to be open Wednesday through Sunday for weekend visits.

(\$62,730) **Supplies** – Decrease due to eliminating the retail component of the operation and focusing more on marketing and information.

Marketing & Events (General Fund) – Total increase: \$2,247

\$23,997 **Personnel Services**– Increase due to hiring a new Events Manager at a higher wage to compensate for more experience.

(\$25,500) **Charges for Service** – Decrease due to a reduction in the PR Studios contract of \$30,000.

Narrative of Revised Budget changes for 2020 - **Revenues**

Water Fund – Increased \$1,012,199

\$277,199 **Water Sales** – Increase due to a 3% increase in rates as indicated in the 2018 Water Rate and Tap Fee Study.

\$950,000 **Water Rights Cash in Lieu** – Increase due to the Reserve at Hockett Gulch impact fee contribution. PIF payments will be reflected in the budget at building permit.

Water Fund – Expenditure increase: \$4,589,170

\$4,577,724 **Capital Outlay** – Increase due to \$857,724 distribution system replaces, upgrades to facilities, and technology improvements at the Upper Basin Water Treatment Plant. Town is preparing to complete the Lower Basin Water Treatment Plant and will spend approximately \$12,400,000 in 2020.

Narrative of Revised Budget changes for 2020 - **Revenues**

Wastewater Fund – Increased \$68,480

\$208,480 **Operating Revenues** – Increase due to a 5% increase in fees for 2020.

Waste Water Fund – Expenditure increase: \$126,943

\$13,479 **Charges for Services** – Increase due to contracted service payments to keep up on routine sewer line flushing.

\$29,929 **Capital Improvements** – Increase due to \$608,000 in capital projects planned for the facility, collections and distribution system. The total net impact to the budget accounts for capital that was completed in 2019.

Narrative of Revised Budget changes for 2020 - **Revenues**

Capital Improvement Fund – Increased \$1,594,465

\$1,994,465 **Impact Fees** – Increase due to \$668,000 in public safety impact fees, \$1,276,475 in street impact fees. Impact fees for Grand Avenue improvements were added to assigned fund balance.

Capital Improvement Fund – Total increase: \$27,055

\$54,249 **Building, Grounds, Parks and Open Space** – Increase is due to technology improvements at Town Hall and facility improvements at Public Works.

(\$153,194) **Streets and ROW** – Decrease due to completing equipment purchases in 2019.

Sales Tax Capital Improvement Fund – Total Decrease: (\$348,083)

(\$348,083) **River Park Revenues** – Decreased due to completing phase one of the River Park and the reduction in bond proceeds.

(\$1,293,860) **River Park Expenditures** – Decrease due to completing phase one of the River Park. In 2020, town is budgeting \$218,000 for additional park improvements.

Other Funds that are proposed is the Stormwater and Municipal Broadband Fund.

COMMUNITY INPUT:

Community input not required at this point, however, the community will have a chance to provide feedback during budget hearings.

BUDGET / STAFF IMPACT

Budget and staff impact are not applicable.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the following values and objectives:

- The 2020 Proposed Budget reflects all the business values and helps accomplish the major objectives prioritized by the Board of Trustees.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to set a Public Hearing on the 2019 Proposed Budget for October 22, 2019.

ATTACHMENTS:

- 2020 Proposed Budget



October 8, 2019

Honorable Mayor and Members of the Board of Trustees:

The 2020 Budget presented to you is a balanced approach to revenues and expenditures for all funds. Although needs typically exceed the availability of resources, the budget manages to accomplish the priorities of the Board of Trustees, staff, the community, and maintains the current level of service. The budget is a living document that serves as a planning tool for the upcoming year. The Board and staff refer to the budget all year to plan and execute the priorities of the community.

There are different areas of the budget that achieve the goals of the Town of Eagle and they are provided below:

Economic Outlook

Sales tax collections continue to improve. Overall sales tax collections are up around 10% over what was budgeted in 2019. In 2020, the Town is proposing a conservative 5% in sales tax collections. Overall sales tax revenue in the General Fund will increase by \$295,300 over 2019. The Town will keep fees for development the same as 2019. These revenues include planning and zoning fees and reimbursables. The total of all sources of funds is \$10,197,257 which represents a 1% increase over last year.

In 2020, the Town will receive impact fees resulting from the approval of the Reserve at Hockett Gulch. The 2020 budget reflects the impacts fees that will be paid to the Town in 2019 as a result of an approval on an annexation and Planned Unit Development (PUD) by the board. The following fees will assist the town will providing services and accommodating growth:

- Highway 6/Grand Avenue improvements - \$950,000
- Street impact fees to improve and maintain roads - \$366,465
- Fee in lieu of water rights dedication - \$950,000
- Public safety impact fees for one-time capital and equipment purchases - \$668,000
- Fee in lieu of park land dedication - \$40,000

Over the course of the buildout, the Town will receive \$4,251,137 in water PIF payments and \$3,593,000 in sewer PIF payments. These revenues will be recognized at the time building permit approvals. The Reserve at Hockett Gulch will have a \$10,818,602 one-time positive revenue impact to the Town.

Economic Development Initiatives

Most of the Town's revenues are generated by sales tax and economic development is important to ensure long-term financial stability. There are a few investments that the Town is making in economic development in 2020.

- Downtown Revitalization and Commercial Districts – The Town will begin to implement the results of the Community Assessment developed in 2019. In addition, staff is working with Red Development to rezone and update the defunct PUD to include commercial zoning. The process

will include developing a sub-area plan and updating the annexation agreement to make it more attractive to a buyer to expand this important commercial area.

- Public Art Gateway – The Town will work with Alpine Lumber to construct and install the art wall mural project.
- Marketing & Events – The Town will continue successful marketing efforts from previous years. Staff has planned to complete a brand refresh of Eagle Outside. In addition, the Town will seek proposals from interested parties to help program the new Eagle River White Water Park.
- Eagle River Park – The Town completed phase one of the Eagle River White Water Park and the process and construction was very successful. Staff will continue to budget for phase two improvements and maintenance.
- Broadband – The Town approved participation in the NWCCOG’s Project THOR. In 2019, the Town constructed a fiber meet-me-center at Town Hall in anticipation of providing service to the Town and community. Staff hired a consultant to complete broadband assessment and feasibility study to determine how to deploy municipal broadband. The study will be completed in 2019 and staff will implement recommendations in 2020. The Town is also working with Comcast on a new Franchise Agreement and will start a fiber build in Eagle over the next two years. This will result in more complete coverage, better services, and give the community more options for service providers.

Long Range Planning Initiatives

The Town has prioritized long-range planning and developing a vision that will inform several of the projects that Community Development is working on. These projects will set the foundation for how the Town will develop and growth. Below is a list of initiatives that are slated for 2019:

- Rewrite of the Land Use Code – In 2020, the Town will complete the rewrite of the land use code and present it to P&Z and the Board of Trustees.
- Comprehensive Plan Update – The new plan will be completed in 2019 and will be adopted by January 2020. The new plan will help guide all land use decisions and inform the new land use code.
- Highway 6/Grand Avenue Plan – The Town will kick off the corridor planning effort for Grand Avenue in 2020. The consultant and staff will work with a steering committee to develop a plan that will take approximately 2 years.
- Open Space Master Plan – In 2020, staff will complete this plan for the purpose of identifying improvements that need to be made to town-owned open space.

Infrastructure and Capital Improvements

The Town has several important infrastructure projects in the works. In 2018, staff developed the Town’s first Capital Improvement Plan. The Town will continue the execution of that plan and identification of additional projects. In 2020, the Town is planning to work on the following projects:

- Lower Basin Water Treatment Plant – the Town kicked off the construction of the facility in 2017 and the project is 50% completed. The original project budget was \$27 million, and the Town will complete the remaining \$14 million in 2020.
- Capital Improvement Identification Planning – In 2020, the Town will hire a consultant to improve the CIP and develop a 10-year plan. Staff has done a good job of identifying capital but could benefit from having capacity to complete a comprehensive capital improvements list.
- Pool & Ice Rink Recreation Campus Improvements – The Town partnered with Mountain Recreation to solicit feedback from the community on the improvements they would like to see for the facility. The plan was completed in 2019, and the Town will work with Mountain Recreation on a funding model to make the recommended improvements.
- Pavement Management – Public Works continues to complete maintenance and improvements. In 2020, the Town will complete maintenance on Capitol from 4th to 5th Street. As part of the plan, staff will set aside funds to make improvements to some sidewalks in town.

Public Safety Investments

The Town continues to prioritize investments in public safety. As Eagle grows it is important to provide safety and reliable services. Below are items that are funded in 2020 to ensure that we keep making improvements in this area:

- Backup Generators – Public Works will install backup generators at the Upper Basin and Lower Basin Water Treatment Facilities. This will improve how the Town responds to an emergency, power outages, and natural disaster events.
- Police Department Equipment and Fleet Upgrades – The Town will continue the replacement cycle for patrol cars. In 2020, staff will replace two cars. The Police Department will upgrade all radios to ensure that equipment aligns with other agencies in Eagle County. This will provide for unified communication capabilities.

Sustainability and Conservation

Several investments were made in 2019 in strategies to assist with funding sustainability, water and land conservation. In 2020, the Town will fund many of the strategies to save money and improve the environment. Those projects are listed below:

- Water Conservation – Public Works will install a xeriscape demonstration garden at the Eby Creek Road and Market Street roundabout. This will reduce the amount of outdoor irrigation required to maintain the landscaping. Town Hall is planning to replace faucets, fixtures, and toilets with low flow systems to reduce water consumption and improve efficiency.
- Lighting Upgrades – The Town will replace lights at the Water Treatment Plant with LED lights. This will save the Town money and is better for the environment.
- Source Water Protection Initiatives – The Town completed the planning effort for this initiative in 2019. In 2020, staff will begin to execute the implementation plan for this project.

Structural and Organizational Changes

The Town is proposing a few changes to departments, staffing, and funds. In 2019, it was clear that staffing capacity was an issue. In order to ensure that we maintain a positive organizational culture, the Town has proposed making investments in the workforce in 2020. These investments include:

- **Staff Changes** – The Town is creating two positions in 2020. Public Works will have new Streets Maintenance FTE and Public Safety will receive an additional Patrol Officer. In Engineering, we will replace the Senior Engineer with a development review contract to handle the development growth over the next 2 years. The Town will align the information staffing hours so that we are only staffed when we are busy.
- **Pay Plan** – Human resources completed a comprehensive assessment of wages and grades of the pay plan for 2020. This resulted in adjusting all ranges by 8% or more. The Town also made market adjustments for 20 employees.

The Town is proposing a few department reorganizations in 2020. These changes are important and will ensure that the Town is being efficient and effective with it comes to service delivery. These changes are listed below:

- **Public Works** – The department lacks structure which is typical of a smaller town. Eagle is evolving and in order to plan for growth, staff worked together to develop an operational structure for the department. In 2020, we have created division leads and added several positions to the pay plan for employees to grow and develop professionally. Going forward positions will consider a career track to improve employee retention.
- **Information Center** – The Town has supported the information center for several years. The current focus is retail and Town staff is proposing to shift the focus away from retail and more towards marketing and tourism as a core function. In 2020, the Town will no longer sell retail items and goods at the information center.

There are three new operations that the Town is proposing to address infrastructure or policies that were supported by the Board of Trustees at previous meetings. The Town has proposed establishing a Stormwater Management Fund and a Municipal Broadband Fund. These funds are considered enterprises and fees for service will cover the associated costs. In addition, the Board of Trustees will have a separate budget from General Government to make it easier to track expenditures throughout the year.

Insurance & Benefits

In 2019, the Town made several changes to health benefits due to increasing costs. In 2020, the Town's costs increased by 4%. This is considered low because we had a good year with claims. Based on this, the Town will keep insurance costs to employees the same as 2019. The Town does not anticipate the need to change carriers in 2020, however, it is likely that this will be something we consider in the future. The Town continues to assess how to improve health benefits while keeping costs down each year.

In 2020, the Town will offer ICMA-RC which has an attractive 457 plan geared towards the public sector. Employees have requested more retirement options and the Town can accommodate that. Even though this is an addition, there is no plan to make changes to the retirement matches provided by the Town.

Human Resources will continue administering the wellness program for employees and insurance discounts for participation as well as the Employee Assistance Program.

In 2020, the Town will see a slight increase in expenses for CIRSA and Pinnacol. The budget includes a 5% increase for both plans. The terms and conditions of our plans will not change this year. Our worker compensation claims are down and that is the result of the hard work the safety committee is doing to make sure the Town maintains a safe work environment.

Conclusion

The Town continues to execute the Strategic Plan and make investments in economic development. The Town is growing and will continue to be the beneficiaries of development. The 2020 budget reflects new economic investments that will pay off over time. It is our goal to become a standard driven organization and operate with professionalism. Progress made towards proactive policies and initiatives will serve the Town well. The budget builds on these efforts.

The development of the 2020 budget was a collaboration between all departments and was a display of teamwork. Thanks to the entire team for their efforts.

Respectfully submitted,

A handwritten signature in cursive script that reads "Brandy Reitter".

Brandy Reitter
Town Manager
Town of Eagle

2020 Proposed Budget



Town of Eagle, CO

October 8, 2019



BUDGET SUMMARY

BUDGET - ALL FUNDS SUMMARY

2018 ACTUAL 2019 BUDGET 2019 REVISED 2020 BUDGET

GENERAL FUND:

BEGINNING FUND BALANCE	\$ 2,749,207	\$ 2,418,350	\$ 3,370,971	\$ 3,254,403
REVENUES	6,728,755	6,709,617	6,898,617	6,994,769
TRANSFERS-IN FROM OTHER FUNDS	169,877	16,120	16,120	134,120
EXPENDITURES	(6,068,868)	(7,008,251)	(6,681,305)	(7,128,913)
TRANSFERS-OUT TO OTHER FUNDS	(208,000)	(350,000)	(350,000)	-
ENDING FUND BALANCE	\$ 3,370,971	\$ 1,785,836	\$ 3,254,403	\$ 3,254,379

WATER FUND:

BEGINNING FUND BALANCE	\$ 15,330,146	\$ 29,258,221	\$ 32,359,003	\$ 21,848,375
REVENUES	22,315,343	4,441,970	4,450,500	5,462,699
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(5,196,569)	(21,330,402)	(14,961,128)	(19,550,298)
TRANSFERS-OUT TO OTHER FUNDS	(89,917)	-	-	-
ENDING FUND BALANCE	\$ 32,359,003	\$ 12,369,789	\$ 21,848,375	\$ 7,760,776

WASTE WATER FUND:

BEGINNING FUND BALANCE	\$ 8,478,646	\$ 9,490,260	\$ 10,184,390	\$ 10,336,719
REVENUES	2,949,529	2,789,600	2,844,600	2,913,080
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(2,021,947)	(2,813,427)	(2,727,151)	(2,854,094)
TRANSFERS-OUT TO OTHER FUNDS	(60,460)	-	-	-
ENDING FUND BALANCE	\$ 9,345,768	\$ 9,466,433	\$ 10,301,839	\$ 10,395,705

REFUSE FUND:

BEGINNING FUND BALANCE	\$ 190,024	\$ 183,203	\$ 224,990	\$ 224,990
REVENUES	615,821	634,467	634,467	646,468
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(561,355)	(618,347)	(618,347)	(622,192)
TRANSFERS-OUT TO OTHER FUNDS	(19,500)	(16,120)	(16,120)	(16,281)
ENDING FUND BALANCE	\$ 224,990	\$ 183,203	\$ 224,990	\$ 232,985

CAPITAL IMPROVEMENTS FUND:

BEGINNING FUND BALANCE	\$ 4,464,407	\$ 4,619,307	\$ 4,713,587	\$ 4,882,858
REVENUES	527,049	428,500	428,500	2,372,965
TRANSFERS-IN FROM OTHER FUNDS	200,000	350,000	350,000	-
EXPENDITURES	(477,869)	(641,929)	(609,229)	(468,284)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	(168,000)
ENDING FUND BALANCE	\$ 4,713,587	\$ 4,755,878	\$ 4,882,858	\$ 6,619,539

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

BEGINNING FUND BALANCE	\$ 5,306,544	\$ 1,246,468	\$ 1,319,246	\$ 415,961
REVENUES	611,378	906,349	942,349	594,266
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(4,598,676)	(1,845,634)	(1,845,634)	(551,774)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 1,319,246	\$ 307,183	\$ 415,961	\$ 458,453

BUDGET - ALL FUNDS SUMMARY (continued)

	<u>2018 ACTUAL</u>	<u>2019 BUDGET</u>	<u>2019 REVISED</u>	<u>2020 BUDGET</u>
CONSERVATION TRUST FUND:				
BEGINNING FUND BALANCE	\$ 98,138	\$ 58,428	\$ 59,679	\$ 69,664
REVENUES	36,541	34,985	34,985	34,985
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(75,000)	(25,000)	(25,000)	(35,000)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 59,679	\$ 68,413	\$ 69,664	\$ 69,649

OPEN SPACE PRESERVATION FUND:

BEGINNING FUND BALANCE	\$ 210,762	\$ 212,734	\$ 263,867	\$ 231,944
REVENUES	176,203	146,820	146,820	146,820
TRANSFERS-IN FROM OTHER FUNDS	8,000	-	-	-
EXPENDITURES	(123,098)	(210,456)	(178,743)	(194,631)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 271,867	\$ 149,098	\$ 231,944	\$ 184,133

STORMWATER FUND:

BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
REVENUES	-	-	-	103,000
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	-	-	-	(83,000)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ 20,000

BROADBAND FUND:

BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
REVENUES	-	-	-	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	50,000
EXPENDITURES	-	-	-	(50,000)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -

TOTAL - ALL FUNDS:

BEGINNING FUND BALANCE	\$ 36,827,874	\$ 47,486,971	\$ 52,495,733	\$ 41,264,914
REVENUES	33,960,619	16,092,308	16,380,838	19,269,052
TRANSFERS-IN FROM OTHER FUNDS	377,877	366,120	366,120	184,120
EXPENDITURES	(19,123,382)	(34,493,446)	(27,646,537)	(31,538,186)
TRANSFERS-OUT TO OTHER FUNDS	(377,877)	(366,120)	(366,120)	(184,281)
ENDING FUND BALANCE	\$ 51,665,111	\$ 29,085,833	\$ 41,230,034	\$ 28,995,619

GENERAL FUND REVENUES

GENERAL FUND SUMMARY

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR: TABOR RESERVE	\$ 172,000	\$ 198,036	\$ 186,500	\$ 196,256	5%	\$ 9,756
NON-SPENDABLE: ¹	193,041	178,400	195,309	195,309	0%	-
UNASSIGNED FUND BALANCE:	2,384,166	2,041,914	2,989,162	2,862,837	-4%	(126,324)
TOTAL FUND BALANCES (Beginning)	<u>\$ 2,749,207</u>	<u>\$ 2,418,350</u>	<u>\$ 3,370,971</u>	<u>\$ 3,254,403</u>	-3%	\$ (116,568)
REVENUE						
Taxes	4,994,438	5,042,136	5,331,136	5,315,782	0%	(15,354)
Licenses and Permits	382,524	295,300	295,300	295,300	0%	-
Intergovernmental Revenue	561,864	756,105	756,105	811,275	7%	55,170
Charges for Services	187,728	290,550	190,550	290,550	52%	100,000
Fines & Forfeitures	101,606	110,486	110,486	126,262	14%	15,776
Misc. Revenues	500,595	215,040	215,040	155,600	-28%	(59,440)
Transfers from Other Funds						
From Water	89,917	-	-	-	#DIV/0!	-
From Wastewater	60,460	-	-	-	#DIV/0!	-
From Refuse	19,500	16,120	16,120	16,120	0%	-
From Capital Improvements	-	-	-	118,000	0%	118,000
From Open Space (Fixed Asset Transfers)	-	-	-	-	0%	-
TOTAL REVENUE	<u>\$ 6,898,632</u>	<u>\$ 6,725,737</u>	<u>\$ 6,914,737</u>	<u>\$ 7,128,889</u>	3%	\$ 214,152
TOTAL SOURCES	<u>\$ 9,647,839</u>	<u>\$ 9,144,087</u>	<u>\$ 10,285,708</u>	<u>\$ 10,383,292</u>	1%	\$ 97,584
EXPENDITURES						
General Government	425,097	435,714	427,852	508,390	19%	80,538
General Administration	766,607	647,085	642,100	648,480	1%	6,380
Community Development	641,695	1,008,442	760,863	934,317	23%	173,454
Streets	1,295,422	1,414,985	1,417,513	1,499,493	6%	81,980
Engineering	265,483	296,398	296,398	260,488	-12%	(35,910)
Buildings & Grounds	616,834	718,020	719,371	750,395	4%	31,024
Public Safety	1,538,285	1,873,038	1,839,644	2,060,652	12%	221,008
Municipal Court	38,718	72,906	74,519	76,034	2%	1,515
Information Center	184,255	177,072	157,327	42,699	-73%	(114,628)
Marketing & Events	296,473	364,591	345,718	347,965	1%	2,247
TOTAL EXPENDITURES	<u>\$ 6,068,868</u>	<u>\$ 7,008,251</u>	<u>\$ 6,681,305</u>	<u>\$ 7,128,913</u>	7%	\$ 447,608
TRANSFERS TO OTHER FUNDS						
Transfer to Open Space Fund	8,000	-	-	-	#DIV/0!	-
Transfer to Capital Improvements Fund	200,000	350,000	350,000	-	-100%	(350,000)
TOTAL TRANSFERS TO OTHER FUNDS	<u>\$ 208,000</u>	<u>\$ 350,000</u>	<u>\$ 350,000</u>	<u>\$ -</u>	-100%	\$ (350,000)
TOTAL EXPENDITURES & TRANSFERS	<u>\$ 6,276,868</u>	<u>\$ 7,358,251</u>	<u>\$ 7,031,305</u>	<u>\$ 7,128,913</u>	1%	\$ 97,608
FUND BALANCES (Ending):						
RESTRICTED FOR: TABOR RESERVE	186,500	203,065	196,256	206,667	5%	10,411
NON-SPENDABLE: ¹	195,309	178,600	195,309	178,600	-9%	(16,709)
UNASSIGNED FUND BALANCE:	2,989,162	1,404,171	2,862,837	2,869,111 ²	0%	6,274
TOTAL FUND BALANCES (Ending)	<u>\$ 3,370,971</u>	<u>\$ 1,785,836</u>	<u>\$ 3,254,403</u>	<u>\$ 3,254,379</u>	0%	\$ (24)

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

² Ending 2019 budgeted unassigned fund balance is 20.04% of total expenditures not including transfers to other funds

**GENERAL FUND
REVENUE SOURCES**

		ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
TAXES							
10-431-10	General Property Tax	\$ 291,498	\$ 311,419	\$ 311,419	\$ 359,725	16%	\$ 48,306
10-431-20	Specific Ownership Tax	14,765	14,700	14,700	14,700	0%	\$ -
10-431-30/31	Sales Tax	4,322,829	4,351,797	4,640,797	4,577,137	-1%	(63,660)
10-431-44	Severance Tax	212	200	200	200	0%	-
10-431-45	Federal Mineral Tax	244	200	200	200	0%	-
10-431-50	Franchise Tax	215,278	220,000	220,000	220,000	0%	-
10-431-60	Marketing Lodging Tax	149,612	143,820	143,820	143,820	0%	-
10-431-70	Occupation Tax	-	-	-	-	0%	-
10-431-80	Excise Tax	-	-	-	-	0%	-
	TOTAL TAXES	\$ 4,994,438	\$ 5,042,136	\$ 5,331,136	\$ 5,315,782	0%	\$ (15,354)
LICENSES & PERMITS							
10-432-10	Business Licenses	\$ 29,889	\$ 28,000	\$ 28,000	\$ 28,000	0%	\$ -
10-432-12	Liquor Licenses	6,522	6,000	6,000	6,000	0%	-
10-432-13	Marijuana Licenses	4,000	4,000	4,000	4,000	0%	-
10-432-15	Marketing Fee	7,659	8,000	8,000	8,000	0%	-
10-432-17	Marketing Fee - Hotels	-	-	-	-	0%	-
10-432-20	Building Permits	302,234	223,000	223,000	223,000	0%	-
10-432-27	Electrical Permits	30,797	25,000	25,000	25,000	0%	-
10-432-30	Road Cut Permits	300	500	500	500	0%	-
10-432-35	Sign Permits	800	300	300	300	0%	-
10-432-40	Special Event Permits	325	500	500	500	0%	-
	TOTAL LICENSES & PERMITS	\$ 382,524	\$ 295,300	\$ 295,300	\$ 295,300	0%	\$ -
INTERGOVERNMENTAL REVENUE							
10-433-20	Motor Vehicle License Fee	\$ 30,625	\$ 30,000	\$ 30,000	\$ 30,000	0%	-
10-433-30	Highway Users Tax	287,541	246,965	246,965	266,028	8%	19,063
10-433-40	Cigarette Tax	11,417	11,000	11,000	11,000	0%	-
10-433-60	Road & Bridge Tax	86,510	83,000	83,000	83,000	0%	-
10-433-70	County Sales Tax	145,770	142,140	142,140	149,247	5%	7,107
10-433-75	Grants	-	243,000	243,000	272,000	0%	29,000
	TOTAL INTERGOVERNMENTAL REVENUES	\$ 561,864	\$ 756,105	\$ 756,105	\$ 811,275	7%	\$ 55,170
CHARGES FOR SERVICES							
10-434-10	Planning & Zoning Fees	\$ 24,911	\$ 15,000	\$ 15,000	\$ 15,000	0%	\$ -
10-434-20	Planning & Zoning Reimbursable	81,992	100,000	100,000	100,000	0%	-
10-434-25	Facility Usage Fees	50,373	53,550	53,550	53,550	0%	-
10-434-26	Facility Usage Deposits	1,395	-	-	-	#DIV/0!	-
10-434-28	Inspections Reimbursable	-	-	-	-	0%	-
10-434-30	Sponsorship & Event Fees	29,057	22,000	22,000	22,000	0%	-
10-434-29	Staff Time Reimbursable	-	100,000	-	100,000	#DIV/0!	100,000
	TOTAL CHARGES FOR SERVICES	\$ 187,728	\$ 290,550	\$ 190,550	\$ 290,550	52%	\$ 100,000
FINES & FORFEITURES							
10-435-10	Fines & Forfeits	\$ 44,476	\$ 45,000	\$ 45,000	\$ 45,000	0%	\$ -
10-435-15	Police Surcharge	2,390	3,000	3,000	3,000	0%	-
10-435-20	Police Miscellaneous	8,846	2,000	2,000	2,000	0%	-
10-435-25	Police Grants	30,511	20,654	20,654	35,862	74%	15,208
10-435-30	Special Duty Reimbursable	14,878	39,432	39,432	40,000	1%	568
10-435-35	Charitable Organization Fee	505	400	400	400	0%	-
	TOTAL FINES & FORFEITS	\$ 101,606	\$ 110,486	\$ 110,486	\$ 126,262	14%	\$ 15,776

**GENERAL FUND
REVENUE SOURCES**

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
MISCELLANEOUS REVENUE						
10-436-10 General Interest	\$ 199,418	\$ 40,000	\$ 40,000	\$ 65,000	63%	\$ 25,000
10-436-15 Police Department Interest	-	-	-	-	0%	-
10-436-17 Penalty & Interest	-	-	-	-	0%	-
10-436-20 Information Center Interest	-	-	-	-	0%	-
10-436-25 Property Damage Interest	-	-	-	-	0%	-
10-436-30 Contributions & Donations	-	-	-	-	0%	-
10-436-40 Information Center Sales	160,800	120,000	120,000	-	-100%	(120,000)
10-436-42 Information Center Donations	609	-	-	-	#DIV/0!	-
10-436-45 Information Center Sales Tax	14,314	10,680	10,680	-	-100%	(10,680)
10-436-50 Rental Income	16,943	9,360	9,360	15,600	67%	6,240
10-436-70 Other Miscellaneous Revenue	9,460	35,000	35,000	35,000	0%	-
10-436-72 Sale of Fixed Assets	43,000	-	-	-	#DIV/0!	-
10-436-75 Service Charge	600	-	-	-		
10-436-78 Insurance Proceeds	29,840	-	-	-		
10-436-80 Reimbursable Revenue - Other	-	-	-	-	0%	-
10-436-94 Impact Fees Administration Fees	611	-	-	40,000	0%	40,000
10-436-96 Grants	25,000	-	-	-	#DIV/0!	-
TOTAL MISCELLANEOUS REVENUE	\$ 500,595	\$ 215,040	\$ 215,040	\$ 155,600	-28%	\$ (59,440)
TRANSFERS FROM OTHER FUNDS						
10-437-20 General Admin. Water	\$ 89,917	\$ -	\$ -	\$ -	#DIV/0!	\$ -
10-437-30 General Admin. Wastewater	60,460	-	-	-	#DIV/0!	-
10-437-40 General Admin. Refuse	19,500	16,120	16,120	16,120	0%	-
10-437-31 Capital Improvements - Community Enhancement	-	-	-	118,000	0%	118,000
10-437-80 Open Space - Capital Asset Transfers	-	-	-	-	0%	-
TOTAL TRANSFERS FROM OTHER FUNDS	\$ 169,877	\$ 16,120	\$ 16,120	\$ 134,120	732%	\$ 118,000
TOTAL GENERAL FUND REVENUES	\$ 6,898,632	\$ 6,725,737	\$ 6,914,737	\$ 7,128,889	3%	\$ 214,152

GENERAL FUND EXPENDITURES

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 213,288	\$ 197,757	\$ 195,395	\$ 203,643	4%	\$ 8,248
SUPPLIES	8,192	12,500	12,500	8,000	-36%	(4,500)
CHARGES FOR SERVICES	138,149	144,207	138,707	213,478	54%	74,771
DISCRETIONARY FUNDING	44,814	50,000	50,000	53,000	6%	3,000
FIXED CHARGES	20,654	31,250	31,250	30,269	-3%	(981)
TOTAL EXPENDITURES	\$ 425,097	\$ 435,714	\$ 427,852	\$ 508,390	19%	\$ 80,538

SUMMARY OF EXPENDITURES

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 554,718	\$ 394,452	\$ 389,467	\$ 404,587	4%	\$ 15,120
SUPPLIES	12,308	9,638	9,638	6,726	-30%	(2,912)
CHARGES FOR SERVICES	160,637	207,984	207,984	202,995	-2%	(4,989)
FIXED CHARGES	25,479	35,011	35,011	34,172	-2%	(839)
CAPITAL OUTLAY	13,465	-	-	-	#DIV/0!	-
TOTAL EXPENDITURES	\$ 766,607	\$ 647,085	\$ 642,100	\$ 648,480	1%	\$ 6,380

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICE	\$ 348,534	\$ 325,925	\$ 269,276	\$ 517,015	92%	\$ 247,739
SUPPLIES	3,895	7,385	7,385	4,100	-44%	(3,285)
CHARGES FOR SERVICES	283,720	675,132	484,202	413,202	-15%	(71,000)
FIXED CHARGES	-	-	-	-	#DIV/0!	-
CAPITAL OUTLAY	5,546	-	-	-	#DIV/0!	-
TOTAL EXPENDITURES	\$ 641,695	\$ 1,008,442	\$ 760,863	\$ 934,317	23%	\$ 173,454

FUND:GENERAL
DEPT: COMMUNITY DEVELOPMENT

		ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
FIXED CHARGES							
10-52-510	CIRSA Insurance	\$ -	\$ -	\$ -	\$ -	0%	\$ -
	TOTAL FIXED CHARGES	\$ -	\$ -	\$ -	\$ -	0%	\$ -
10-52-710	CAPITAL OUTLAY	\$ 5,546	\$ -	\$ -	\$ -	#DIV/0!	\$ -
	TOTAL EXPENDITURES	\$ 641,695	\$ 1,008,442	\$ 760,863	\$ 934,317	23%	\$ 173,454

SUMMARY OF EXPENDITURES

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 509,650	\$ 444,565	\$ 424,843	\$ 532,555	25%	\$ 107,712
SUPPLIES	160,105	180,278	180,278	176,409	-2%	(3,869)
CHARGES FOR SERVICES	606,570	761,392	761,392	762,681	0%	1,289
FIXED CHARGES	19,097	28,750	51,000	27,848	-45%	(23,152)
CAPITAL OUTLAY	-	-	-	-	0%	-
TOTAL EXPENDITURES	\$ 1,295,422	\$ 1,414,985	\$ 1,417,513	\$ 1,499,493	6%	\$ 81,980

DETAIL OF EXPENDITURES (continued)

		ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
FIXED CHARGES							
10-54-510	CIRSA Insurance	\$ 19,097	\$ 28,750	\$ 51,000	\$ 27,848	-45%	\$ (23,152)
	TOTAL FIXED CHARGES	\$ 19,097	\$ 28,750	\$ 51,000	\$ 27,848	-45%	\$ (23,152)
10-54-710	CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -	0%	\$ -
	TOTAL EXPENDITURES	\$ 1,295,422	\$ 1,414,985	\$ 1,417,513	\$ 1,499,493	6%	\$ 81,980

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICE	\$ 240,592	\$ 251,759	\$ 251,759	\$ 195,403	-22%	#####
SUPPLIES	8,542	20,027	20,027	19,206	-4%	(821)
CHARGES FOR SERVICES	16,349	24,612	24,612	45,879	86%	21,267
FIXED CHARGES	-	-	-	-	0%	-
TOTAL EXPENDITURES	\$ 265,483	\$ 296,398	\$ 296,398	\$ 260,488	-12%	#####

SUMMARY OF EXPENDITURES

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 318,393	\$ 388,344	\$ 383,845	\$ 408,180	6%	\$ 24,335
SUPPLIES	84,088	101,664	101,814	95,703	-6%	(6,111)
CHARGES FOR SERVICES	192,518	207,332	213,032	226,481	6%	13,449
FIXED CHARGES	17,467	20,680	20,680	20,031	-3%	(649)
CAPITAL OUTLAY	4,368	-	-	-	#DIV/0!	-
TOTAL EXPENDITURES	\$ 616,834	\$ 718,020	\$ 719,371	\$ 750,395	4%	31,024

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<u>SUMMARY OF EXPENDITURES</u>	<u>ACTUAL</u> <u>2018</u>	<u>BUDGET</u> <u>2019</u>	<u>REVISED</u> <u>2019</u>	<u>BUDGET</u> <u>2020</u>	<u>% CHANGE</u> <u>FROM PY</u>	<u>\$ CHANGE</u> <u>FROM PY</u>
PERSONNEL SERVICE	\$ 1,159,868	\$ 1,423,621	\$ 1,390,227	\$ 1,585,616	14%	\$ 195,389
SUPPLIES	64,481	73,246	73,246	71,827	-2%	(1,419)
CHARGES FOR SERVICES	289,720	346,605	346,605	374,571	8%	27,966
FIXED CHARGES	24,216	29,566	29,566	28,638	-3%	(928)
TOTAL EXPENDITURES	<u>\$ 1,538,285</u>	<u>\$ 1,873,038</u>	<u>\$ 1,839,644</u>	<u>\$ 2,060,652</u>	<u>12%</u>	<u>\$ 221,008</u>

DETAIL OF EXPENDITURES (continued)

FIXED CHARGES

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
10-55-510 CIRSA Insurance	\$ 24,216	\$ 29,566	\$ 29,566	\$ 28,638	-3%	\$ (928)
TOTAL FIXED CHARGES	\$ 24,216	\$ 29,566	\$ 29,566	\$ 28,638	-3%	\$ (928)
TOTAL EXPENDITURES	\$ 1,538,285	\$ 1,873,038	\$ 1,839,644	\$ 2,060,652	12%	\$ 221,008

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICE	\$ 34,915	\$ 44,781	\$ 37,639	\$ 38,277	2%	\$ 638
SUPPLIES	554	1,400	1,250	1,250	0%	-
CHARGES FOR SERVICES	2,762	26,325	35,230	36,507	4%	1,277
DISCRETIONARY FUNDING	487	400	400	-	-100%	(400)
FIXED CHARGES	-	-	-	-		
TOTAL EXPENDITURES	\$ 38,718	\$ 72,906	\$ 74,519	\$ 76,034	2%	\$ 1,515

SUMMARY OF EXPENDITURES		ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES		\$ 71,937	\$ 89,982	\$ 82,637	\$ 35,599	-57%	\$ (47,038)
SUPPLIES		104,004	77,480	65,080	2,350	-96%	(62,730)
CHARGES FOR SERVICES		8,314	9,610	9,610	4,750	-51%	(4,860)
FIXED CHARGES		-	-	-	-	#DIV/0!	
TOTAL EXPENDITURES		\$ 184,255	\$ 177,072	\$ 157,327	\$ 42,699	-73%	\$ (114,628)

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 109,529	\$ 120,604	\$ 100,481	\$ 124,478	24%	\$ 23,997
SUPPLIES	8,040	19,600	12,850	16,600	29%	3,750
CHARGES FOR SERVICES	178,903	224,387	232,387	206,887	-11%	(25,500)
FIXED CHARGES	-	-	-	-	0%	-
TOTAL EXPENDITURES	\$ 296,473	\$ 364,591	\$ 345,718	\$ 347,965	1%	\$ 2,247

Note: Marketing Revenues (Occupation Lodging tax, Marketing fees, Special Event Permits, Grants, and Sponsorship & Event revenue

PROPRETARY FUNDS

WATER FUND SUMMARY

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
DEBT SERVICE 1	\$ -	\$ -	\$ 480,600	\$ 480,600		
ASSIGNED FUND BALANCE	15,330,146	29,258,221	31,878,403	21,367,775	-33%	\$(10,510,628)
TOTAL FUND BALANCES (Beginning)	\$ 15,330,146	\$ 29,258,221	\$ 32,359,003	\$ 21,848,375	-32%	\$(10,510,628)
REVENUE						
Operating Revenues	\$ 3,666,546	\$ 4,008,070	\$ 3,801,600	\$ 4,078,799	7%	\$ 277,199
Interest on Investments	236,336	120,900	205,900	120,900	-41%	(85,000)
Other Revenue	100,682	38,000	48,000	38,000	-21%	(10,000)
Prepaid Plant Investment Fees	264,453	-	-	-	#DIV/0!	-
Plant Investment Fees (Tap Fees)	369,010	275,000	395,000	275,000	-30%	(120,000)
Loan Proceeds	17,195,717	-	-	-	#DIV/0!	-
Intergovernmental Contributions	480,600					
Water System Imp Fees E.R.	-	-	-	-	0%	-
Water Miscellaneous Revenue	2,000	-	-	-	#DIV/0!	-
Water Rights, Cash in Lieu	-	-	-	950,000	0%	950,000
Transfers-In	-	-	-	-	0%	-
TOTAL REVENUE	\$ 22,315,343	\$ 4,441,970	\$ 4,450,500	\$ 5,462,699	23%	\$ 1,012,199
TOTAL SOURCES	\$ 37,645,489	\$ 33,700,191	\$ 36,809,503	\$ 27,311,074	-26%	\$ (9,498,429)
EXPENDITURES						
Operating Expenditures	\$ 999,454	\$ 1,676,409	\$ 1,657,135	\$ 1,669,005	1%	\$ 11,870
Capital Expenditures	3,430,918	18,380,000	12,030,000	16,607,724	38%	4,577,724
Debt Service	766,198	1,273,993	1,273,993	1,273,569	0%	(424)
Admin Charges to General Fund	89,917	-	-	-	#DIV/0!	-
TOTAL EXPENDITURES	\$ 5,286,486	\$ 21,330,402	\$ 14,961,128	\$ 19,550,298	31%	\$ 4,589,170
FUND BALANCES (Ending):						
RESTRICTED FOR:						
DEBT SERVICE 1	\$ 480,600	\$ -	\$ 480,600	\$ 480,600		
ASSIGNED FUND BALANCE	31,878,403	12,369,789	21,367,775	7,760,776	-64%	\$(13,606,999)
TOTAL FUND BALANCE (Ending)	\$ 32,359,003	\$ 12,369,789	\$ 21,848,375	\$ 8,241,376	-62%	\$(13,606,999)

FUND: WATER

DETAIL OF REVENUES

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
52-434-70 Debt Service Surcharge	\$ 263,351	\$ 471,600	\$ 471,600	\$ 471,600	0%	\$ -
52-434-80 Water Sales - In Town	2,947,492	3,074,610	2,900,000	3,136,102	8%	236,102
52-434-83 Water Sales - Out Of Town	455,703	461,860	430,000	471,097	10%	41,097
52-434-85 Water Materials/Other	84,566	30,000	40,000	30,000	-25%	(10,000)
52-434-90 Plant Investment Fees (Tap Fees)	369,010	275,000	395,000	275,000	-30%	(120,000)
52-434-91 Water System Imp. Fees E.R.	-	-	-	-	0%	-
52-434-92 Plant Investment Fees (Prepaid)	264,453	-	-	-	#DIV/0!	-
52-434-95 Cash-In-Lieu Of Water Rights	-	-	-	950,000	0%	950,000
52-436-50 Water Interest	234,921	120,000	205,000	120,000	-41%	(85,000)
52-436-60 Water Rights Interest	1,414	900	900	900	0%	-
52-436-65 Nwcog Grant	-	-	-	-	0%	-
52-436-75 Service Charge	14,357	8,000	8,000	8,000	0%	-
52-436-80 Reimbursable Income	1,758	-	-	-	0%	-
52-436-91 Loan Proceeds	16,841,882	-	-	-	#DIV/0!	-
52-436-92 Bond Premium	353,835					
52-436-94 Intergovernmental Contribution	480,600					
52-436-95 Water Miscellaneous Revenue	2,000	-	-	-	#DIV/0!	-
Transfers-In	-	-	-	-	0%	-
TOTAL REVENUE	\$ 22,315,343	\$ 4,441,970	\$ 4,450,500	\$ 5,462,699	23%	\$ 1,012,199

FUND: WATER

SUMMARY OF EXPENDITURES

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 418,705	\$ 783,525	\$ 764,751	\$ 766,583	0%	\$ 1,832
SUPPLIES	153,847	270,404	249,191	267,571	7%	18,380
CHARGES FOR SERVICES	398,399	536,807	601,642	550,297	-9%	(51,345)
FIXED CHARGES	28,502	35,673	35,673	34,554	-3%	(1,119)
CAPITAL EXPENDITURES	3,430,918	18,380,000	12,030,000	16,607,724	38%	4,577,724
DEBT SERVICE	766,198	1,273,993	1,273,993	1,273,569	0%	(424)
CONTINGENCY	-	50,000	5,878	50,000	751%	44,122
TRANSFER TO OTHER FUNDS	89,917	-	-	-	#DIV/0!	-
TOTAL EXPENDITURES	\$ 5,286,486	\$ 21,330,402	\$ 14,961,128	\$ 19,550,298	31%	\$ 4,589,170

WASTE WATER FUND SUMMARY

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
RATE STABILIZATION ACCOUNT ¹	\$ 192,000	\$ 258,599	\$ 220,500	\$ 303,068	37%	\$ 82,568
ASSIGNED FUND BALANCE	\$ 4,143,323	\$ 4,615,831	\$ 4,981,945	\$ 5,016,826	1%	\$ 34,881
TOTAL FUND BALANCES (Beginning)	<u>\$ 4,335,323</u>	<u>\$ 4,874,429</u>	<u>\$ 5,202,445</u>	<u>\$ 5,319,894</u>		
REVENUE						
Operating Revenues	\$ 2,381,683	\$ 2,469,600	\$ 2,384,600	\$ 2,593,080	9%	\$ 208,480
Interest on Investments	11,347	20,000	50,000	20,000	-60%	(30,000)
Taxes	-	-	-	-	0%	-
Plant Investment Fees (Tap Fees)	556,500	300,000	410,000	300,000	-27%	(110,000)
Loan Proceeds	-	-	-	-	0%	-
Transfers-In	-	-	-	-	0%	-
TOTAL REVENUE	<u>\$ 2,949,529</u>	<u>\$ 2,789,600</u>	<u>\$ 2,844,600</u>	<u>\$ 2,913,080</u>	2%	\$ 68,480
TOTAL SOURCES	<u>\$ 7,284,852</u>	<u>\$ 7,664,029</u>	<u>\$ 8,047,045</u>	<u>\$ 8,232,974</u>	2%	\$ 185,929
EXPENDITURES						
Operating Expenditures	\$ 813,416	\$ 1,311,620	\$ 1,212,273	\$ 1,305,824	8%	\$ 93,551
Capital Expenditures	267,541	565,000	578,071	608,000	5%	29,929
Debt Service	940,991	936,807	936,807	940,270	0%	3,463
Transfers-Out	60,460	-	-	-	#DIV/0!	-
TOTAL EXPENDITURES	<u>\$ 2,082,407</u>	<u>\$ 2,813,427</u>	<u>\$ 2,727,151</u>	<u>\$ 2,854,094</u>	5%	\$ 126,943
FUND BALANCES (Ending):						
RESTRICTED FOR:						
RATE STABILIZATION ACCOUNT ¹	\$ 220,500	\$ 327,905	\$ 303,068	\$ 326,456	8%	\$ 23,388
ASSIGNED FUND BALANCE	4,981,945	4,522,697	5,016,826	5,052,424	1%	\$ 35,598
FUND BALANCE (Ending)	<u>\$ 5,202,445</u>	<u>\$ 4,850,602</u>	<u>\$ 5,319,894</u>	<u>\$ 5,378,880</u>		

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

FUND: WASTEWATER

DETAIL OF REVENUES

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
51-434-70 Service Fees	\$ 2,381,269	\$ 2,469,600	\$ 2,384,600	\$ 2,593,080	9%	\$ 208,480
51-431-15 Loan Payment Mill Levy 1	-	-	-	-	0%	-
51-434-85 Other Income	-	-	-	-	0%	-
51-436-50 Interest Income	11,347	20,000	50,000	20,000	-60%	(30,000)
51-434-90 Plant Investment Fees (Tap Fees)	556,500	300,000	410,000	300,000	-27%	(110,000)
51-436-60 Loan Proceeds	-	-	-	-	0%	-
51-436-69 Miscellaneous	414	-	-	-	100%	-
Transfers-In	-	-	-	-	0%	-
TOTAL REVENUE	\$ 2,949,529	\$ 2,789,600	\$ 2,844,600	\$ 2,913,080	2%	\$ 68,480

1 Mill Levy received to pay for 1997 waste water loan which will be paid in full in 2017, revenues will expire with debt

SUMMARY OF EXPENDITURES

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 305,164	\$ 551,308	\$ 535,441	\$ 539,972	1%	\$ 4,531
SUPPLIES	126,268	154,516	146,516	153,053	4%	6,537
CHARGES FOR SERVICES	359,678	527,878	452,398	535,757	18%	83,359
FIXED CHARGES	22,306	27,918	27,918	27,042	-3%	(876)
CAPITAL OUTLAY	267,541	565,000	578,071	608,000	5%	29,929
DEBT SERVICE	940,991	936,807	936,807	940,270	0%	3,463
CONTINGENCY	-	50,000	50,000	50,000	0%	-
TRANSFER TO OTHER FUNDS	60,460	-	-	-	#DIV/0!	-
TOTAL EXPENDITURES	\$ 2,082,407	\$ 2,813,427	\$ 2,727,151	\$ 2,854,094	5%	\$ 126,943

REFUSE FUND SUMMARY

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
ASSIGNED FUND BALANCE	\$ 190,024	\$ 183,203	\$ 224,990	\$ 224,990	0%	\$ -
TOTAL FUND BALANCES (Beginning)	\$ 190,024	\$ 183,203	\$ 224,990	\$ 224,990	0%	\$ -
REVENUE						
Operating Revenues	\$ 613,061	\$ 631,467	\$ 631,467	\$ 643,468	2%	\$ 12,001
Non-Operating Revenues	2,760	3,000	3,000	3,000	0%	-
Transfers-In	-	-	-	-	0%	-
TOTAL REVENUE	\$ 615,821	\$ 634,467	\$ 634,467	\$ 646,468	2%	\$ 12,001
TOTAL SOURCES	\$ 805,845	\$ 817,670	\$ 859,457	\$ 871,458	1%	\$ 12,001
EXPENDITURES						
Operating Expenditures	\$ 561,355	\$ 614,347	\$ 614,347	\$ 622,192	1%	\$ 7,845
Capital Expenditures	-	4,000	4,000	-	-100%	(4,000)
Transfers-Out	19,500	16,120	16,120	16,281	1%	161
TOTAL EXPENDITURES	\$ 580,855	\$ 634,467	\$ 634,467	\$ 638,473	1%	\$ 4,006
FUND BALANCES (Ending):						
ASSIGNED FUND BALANCE	\$ 224,990	\$ 183,203	\$ 224,990	\$ 232,985	4%	7,995
TOTAL FUND BALANCE (Ending)	\$ 224,990	\$ 183,203	\$ 224,990	\$ 232,985	4%	\$ 7,995

DETAIL OF REVENUES

		ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
OPERATING REVENUES							
53-434-40	SERVICE FEES	\$ 553,347	\$ 571,477	\$ 571,477	\$ 583,478	2%	\$ 12,001
53-434-50	YARDWASTE/RECYCLE CENTER FEE	39,826	39,481	39,481	39,481	0%	-
53-434-60	ADMINISTRATIVE FEE	19,887	20,509	20,509	20,509	0%	-
OPERATING REVENUES		\$ 613,061	\$ 631,467	\$ 631,467	\$ 643,468	2%	\$ 12,001
NON-OPERATING REVENUES							
53-436-50	INTEREST INCOME	\$ 2,760	\$ 3,000	\$ 3,000	\$ 3,000	0%	\$ -
53-436-70	MISCELLANEOUS REVENUE	-	-	-	-	0%	-
NON-OPERATING REVENUES		\$ 2,760	\$ 3,000	\$ 3,000	\$ 3,000	0%	\$ -
TRANSFERS							
53-437-30	TRANSFER FROM GENERAL FUND	\$ -	\$ -	\$ -	\$ -	0%	\$ -
TOTAL TRANSFERS		\$ -	\$ -	\$ -	\$ -	0%	\$ -
TOTAL REVENUES		\$ 615,821	\$ 634,467	\$ 634,467	\$ 646,468	2%	\$ 12,001

SUMMARY OF EXPENDITURES

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 7,837	\$ 9,420	\$ 9,420	\$ 9,810	4%	\$ 390
SUPPLIES	351	3,250	3,250	3,500	8%	250
CHARGES FOR SERVICES	553,167	601,677	601,677	608,882	1%	7,205
CAPITAL EXPENDITURES	-	4,000	4,000	-	-100%	(4,000)
TRANSFERS TO OTHER FUNDS	19,500	16,120	16,120	16,281	1%	161
TOTAL EXPENDITURES	\$ 580,855	\$ 634,467	\$ 634,467	\$ 638,473	1%	\$ 4,006

STORMWATER FUND SUMMARY

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
ASSIGNED FUND BALANCE	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
TOTAL FUND BALANCES (Beginning)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
REVENUE						
Operating Revenues	\$ -	\$ -	\$ -	\$ 103,000	#DIV/0!	\$ 103,000
Non-Operating Revenues	-	-	-	-	#DIV/0!	-
Transfers-In	-	-	-	-	0%	-
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ 103,000	#DIV/0!	\$ 103,000
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 103,000	#DIV/0!	\$ 103,000
EXPENDITURES						
Operating Expenditures	\$ -	\$ -	\$ -	\$ 83,000	#DIV/0!	\$ 83,000
Capital Expenditures	-	-	-	-	#DIV/0!	-
Transfers-Out	-	-	-	-	#DIV/0!	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ 83,000	#DIV/0!	\$ 83,000
FUND BALANCES (Ending):						
ASSIGNED FUND BALANCE	\$ -	\$ -	\$ -	\$ 20,000	#DIV/0!	20,000
TOTAL FUND BALANCE (Ending)	\$ -	\$ -	\$ -	\$ 20,000	#DIV/0!	\$ 20,000

DETAIL OF REVENUES

		ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
OPERATING REVENUES							
55-434-40	MAINTENANCE FEES	\$ -	\$ -	\$ -	\$ 103,000	#DIV/0!	\$ 103,000
55-434-50		-	-	-	-	#DIV/0!	-
55-434-60	ADMINISTRATIVE FEE	-	-	-	-	#DIV/0!	-
OPERATING REVENUES		\$ -	\$ -	\$ -	\$ 103,000	#DIV/0!	\$ 103,000
NON-OPERATING REVENUES							
55-436-50	INTEREST INCOME	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
55-436-70	MISCELLANEOUS REVENUE	-	-	-	-	0%	-
NON-OPERATING REVENUES		\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
TRANSFERS							
55-437-30	TRANSFER FROM GENERAL FUND	\$ -	\$ -	\$ -	\$ -	0%	\$ -
TOTAL TRANSFERS		\$ -	\$ -	\$ -	\$ -	0%	\$ -
TOTAL REVENUES		\$ -	\$ -	\$ -	\$ 103,000	#DIV/0!	\$ 103,000

SUMMARY OF EXPENDITURES

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
SUPPLIES	-	-	-	-	#DIV/0!	-
CHARGES FOR SERVICES	-	-	-	83,000	#DIV/0!	83,000
CAPITAL EXPENDITURES	-	-	-	-	#DIV/0!	-
TRANSFERS TO OTHER FUNDS	-	-	-	-	#DIV/0!	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ 83,000	#DIV/0!	\$ 83,000

BROADBAND FUND SUMMARY

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
ASSIGNED FUND BALANCE	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
TOTAL FUND BALANCES (Beginning)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
REVENUE						
Operating Revenues	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
Non-Operating Revenues	-	-	-	-	#DIV/0!	-
Transfers-In	-	-	-	50,000	0%	50,000
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ 50,000	#DIV/0!	\$ 50,000
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 50,000	#DIV/0!	\$ 50,000
EXPENDITURES						
Operating Expenditures	\$ -	\$ -	\$ -	\$ 50,000	#DIV/0!	\$ 50,000
Capital Expenditures	-	-	-	-	#DIV/0!	-
Transfers-Out	-	-	-	-	#DIV/0!	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ 50,000	#DIV/0!	\$ 50,000
FUND BALANCES (Ending):						
ASSIGNED FUND BALANCE	\$ -	\$ -	\$ -	\$ -	#DIV/0!	-
TOTAL FUND BALANCE (Ending)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -

DETAIL OF REVENUES

OPERATING REVENUES	
56-434-40	MAINTENANCE FEES
56-434-50	
56-434-60	ADMINISTRATIVE FEE
OPERATING REVENUES	
NON-OPERATING REVENUES	
56-436-50	INTEREST INCOME
56-436-70	MISCELLANEOUS REVENUE
NON-OPERATING REVENUES	
TRANSFERS	
56-437-30	TRANSFER FROM GENERAL FUND
TOTAL TRANSFERS	
TOTAL REVENUES	

ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
-	-	-	-	#DIV/0!	-
-	-	-	-	#DIV/0!	-
\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
-	-	-	-	0%	-
\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
\$ -	\$ -	\$ -	\$ -	0%	\$ -
\$ -	\$ -	\$ -	\$ -	0%	\$ -
\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -

SUMMARY OF EXPENDITURES

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
SUPPLIES	-	-	-	-	#DIV/0!	-
CHARGES FOR SERVICES	-	-	-	50,000	#DIV/0!	50,000
CAPITAL EXPENDITURES	-	-	-	-	#DIV/0!	-
TRANSFERS TO OTHER FUNDS	-	-	-	-	#DIV/0!	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ 50,000	#DIV/0!	\$ 50,000

CAPITAL IMPROVEMENTS FUND

CAPITAL IMPROVEMENTS FUND SUMMARY

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
COMMUNITY ENHANCEMENT	\$ 123,587	\$ 169,637	\$ 169,863	\$ 216,363	27%	\$ 46,500
TRANSPORTATION EXPENDITURES	1,675,081	1,708,081	1,710,263	1,742,263	2%	32,000
TABOR RESERVE	16,000	15,485	-	-	#DIV/0!	-
ASSIGNED FOR:						
GRAND AVENUE	-	200,000	200,000	350,000	75%	150,000
OTHER CAPITAL PROJECTS	2,649,739	2,526,105	2,633,461	2,574,232	-2%	(59,229)
TOTAL FUND BALANCES (Beginning)	\$ 4,464,407	\$ 4,619,307	\$ 4,713,587	\$4,882,858	4%	\$ 169,271
REVENUE						
31-430-45 Capital Improvement Interest	\$ 48,723	\$ 60,000	\$ 60,000	\$ 60,000	0%	\$ -
31-430-46 Community Enhancement Interest	3,221	2,000	2,000	2,000	0%	-
31-430-47 Devolution & Transportation Interest	35,182	32,000	32,000	32,000	0%	-
31-430-50 Community Enhancement ¹	45,547	44,500	44,500	44,500	0%	-
31-430-60 Municipal Land Dedication	-	-	-	-	0%	-
31-430-70 Miscellaneous Income	-	-	-	-	0%	-
31-430-72 WECMRD Match - Pool & Ice Expansion	-	-	-	-	0%	-
31-430-74 Developer Contribution to Grand Ave.	-	-	-	-	0%	-
31-430-75 CDOT Devolution	-	-	-	-	0%	-
31-430-77 Eagle County Contributions	-	-	-	-	0%	-
31-430-78 ECO Reimbursement	-	-	-	-	0%	-
31-430-84 Public Safety Impact Fees	-	-	-	668,000	#DIV/0!	668,000
31-430-85 Street Impact Fees	41,177	40,000	40,000	1,316,465	3191%	1,276,465
31-430-86 Use Tax	353,198	250,000	250,000	250,000	0%	-
31-437-10 Transfer from General Fund	200,000	350,000	350,000	-	-100%	(350,000)
TOTAL REVENUE	\$ 727,049	\$ 778,500	\$ 778,500	\$2,372,965	205%	#####
TOTAL SOURCES	\$ 5,191,456	\$ 5,397,807	\$ 5,492,087	\$7,255,823	32%	#####
EXPENDITURES						
Capital Expenditures	\$ 477,869	\$ 641,929	\$ 609,229	\$ 468,284	-23%	\$ (140,945)
Transfers to Other Funds	-	-	-	168,000	0%	168,000
TOTAL EXPENDITURES	\$ 477,869	\$ 641,929	\$ 609,229	\$ 636,284	4%	\$ 27,055
FUND BALANCES (Ending):						
RESTRICTED FOR:						
COMMUNITY ENHANCEMENT	\$ 169,863	\$ 216,137	\$ 216,363	\$ 262,863	21%	\$ 46,500
TRANSPORTATION EXPENDITURES	1,710,263	1,740,081	1,742,263	1,774,263	2%	32,000
TABOR RESERVE	-	19,258	-	19,089	#DIV/0!	19,089
ASSIGNED FOR: CAPITAL PROJECTS:						
GRAND AVENUE	200,000	200,000	350,000	1,500,000	329%	1,150,000
OTHER CAPITAL PROJECTS	2,633,461	2,580,403	2,574,232	3,063,324	19%	489,092
TOTAL FUND BALANCES (Ending):	\$ 4,713,587	\$ 4,755,878	\$ 4,882,858	\$6,619,539	36%	#####

¹ Per Holy Cross 2010 Franchise agreement

DETAIL CAPITAL EXPENDITURES

		ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
BLDGS, PARKS & OPEN SPACE							
31-51-724	Pool and Ice Capital Improvements Funding	\$ 50,000	\$ 50,000	\$ 40,000	\$ 40,000	0%	\$ -
31-51-726	Old Town Hall Improvements	-	-	-	-	0%	-
31-51-727	Bus Shelters	-	-	-	-	0%	-
31-51-728	Castle Peak Senior Center	-	-	-	-	0%	-
31-51-729	Pool and Ice Facility Expansion	-	-	-	-	0%	-
31-51-730	Town Hall Improvements	-	-	-	38,125	0%	38,125
31-51-765	Eagle Valley Trail Funding	200,000	-	-	-	#DIV/0!	-
31-51-745	Town Parks Improvements	44,808	23,876	23,876	40,000	68%	16,124
31-51-750	Town Shop Improvements	34,769	25,000	25,000	25,000	0%	-
31-51-760	Skate Park	-	-	-	-	0%	-
TOTAL BLDGS, PARKS & OPEN SPACE		\$ 329,578	\$ 98,876	\$ 88,876	\$ 143,125	61%	\$ 54,249
STREETS & RIGHTS-OF-WAY							
31-52-712	R-O-W Improvements	\$ 2,945	\$ -	\$ -	\$ -	#DIV/0!	\$ -
31-52-714	Allen Tract Survey	-	-	-	-	#DIV/0!	-
31-52-716	CBD Parking/Streetscape Improvements	1,118	-	-	-	#DIV/0!	-
31-52-724	Storm Drain Improvements	-	32,700	-	-	#DIV/0!	-
31-52-719	Monument Reader Board	9,304	-	-	-	#DIV/0!	-
31-52-723	Grand Avenue Planning	-	-	-	-	0%	-
31-52-729	Path Improvements	-	-	-	-	0%	-
31-52-733	Eby Creek Road ROW Acquisitions	-	-	-	-	#DIV/0!	-
31-52-734	Eby Creek Road Construction	-	-	-	-	#DIV/0!	-
31-52-736	Eby Creek Road Final Design	-	-	-	-	#DIV/0!	-
31-52-737	Traffic Control Improvements	14,639	42,000	42,000	-	-100%	(42,000)
31-52-740	Street Lights	-	-	-	-	#DIV/0!	-
31-52-780	Grand Avenue Improvements	-	-	-	-	#DIV/0!	-
TOTAL STREETS & RIGHTS-OF-WAY		\$ 28,005	\$ 74,700	\$ 42,000	\$ -	-100%	\$ (42,000)
EQUIPMENT							
31-54-715	Street Sweeper	-	-	-	-	#DIV/0!	-
31-54-728	Snow Removal Equipment	\$ -	\$ 225,000	\$ 225,000	\$ -	-100%	\$ (225,000)
31-54-730	Multipurpose Truck	-	-	-	35,000	0%	35,000
31-54-735	Airport Kiosk	-	-	-	-	#DIV/0!	-
31-54-736	Flail Mower	-	-	-	-	#DIV/0!	-
31-54-729	Project THOR	-	173,855	183,855	-	-1	(183,855)
31-54-740	4x4 Pickups	31,586	-	-	-	#DIV/0!	-
31-54-745	Crackseal Melter	-	-	-	-	#DIV/0!	-
31-54-750	Cinder Spreader	-	-	-	-	#DIV/0!	-
31-54-755	Shouldering Machine	-	-	-	-	#DIV/0!	-
31-54-764	Tents	-	-	-	-	#DIV/0!	-
31-54-765	Trailer	6,055	-	-	-	#DIV/0!	-
31-54-780	Mower	-	-	-	16,000	0%	16,000
31-54-785	Skidsteer	-	-	-	-	0%	-
31-54-795	Loader	-	-	-	130,000	#DIV/0!	130,000
31-54-797	Hook Truck	-	-	-	-	#DIV/0!	-
31-55-715	Police Equipment	33,000	18,998	18,998	24,585	29%	5,587
31-55-724	Patrol Vehicles	49,646	50,500	50,500	119,574	137%	69,074
TOTAL EQUIPMENT		\$ 120,287	\$ 468,353	\$ 478,353	\$ 325,159	-32%	\$ (153,194)
CONTINGENCY							
31-51-900	CONTINGENCY	\$ -	\$ -	\$ -	\$ -	0%	\$ -
TRANSFERS							
31-51-920	Transfer to General Fund	-	-	-	118,000	0%	118,000
31-51-940	Transfer to Sales Tax CIF	\$ -	\$ -	\$ -	\$ -	0%	\$ -
31-51-950	Transfer to Broadband	\$ -	\$ -	\$ -	\$ 50,000	0%	\$ 50,000
TOTAL TRANSFERS		\$ -	\$ -	\$ -	\$ 168,000	#DIV/0!	\$ 168,000
TOTAL EXPENDITURES		\$ 477,869	\$ 641,929	\$ 609,229	\$ 636,284	4%	\$ 27,055

SALES TAX CAPITAL IMPROVEMENTS FUND

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

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	% CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
RESERVE	\$ 161,619	\$ 161,619	\$ 161,619	\$ 161,619	0%	\$ -
CAPITAL IMPROVEMENTS	4,826,182	556,096	611,676	(550,920)	-190%	(1,162,596)
ASSIGNED FOR CAPITAL PROJECTS/DEBT SERVICE	318,742	528,753	545,952	805,263	47%	259,311
TOTAL FUND BALANCES (Beginning)	<u>\$ 5,306,544</u>	<u>\$ 1,246,468</u>	<u>\$ 1,319,246</u>	<u>\$ 415,961</u>	<u>-68%</u>	<u>\$ (903,285)</u>
REVENUE						
61-431-30 Sales Tax	\$ 534,287	\$ 538,349	\$ 574,349	\$ 565,266	-2%	\$ (9,083)
61-433-10 Grants	-	350,000	350,000	11,000	-97%	(339,000)
61-436-10 Interest - ColoTrust STCIF	14,560	8,000	8,000	8,000	0%	-
61-436-20 Interest - UMB Project Fund	62,436	10,000	10,000	10,000	0%	-
61-436-30 Interest - UMB COI Project Fund	-	-	-	-	0%	-
61-436-42 Contributions & Donations	95	-	-	-	100%	-
61-436-50 Bond Proceeds	-	-	-	-	0%	-
61-436-60 Bond Premium	-	-	-	-	0%	-
61-437-31 Transfer from Capital Improvements Fund	-	-	-	-	0%	-
61-437-81 Transfer from Open Space Fund	-	-	-	-	0%	-
TOTAL REVENUE	<u>\$ 611,378</u>	<u>\$ 906,349</u>	<u>\$ 942,349</u>	<u>\$ 594,266</u>	<u>-37%</u>	<u>\$ (348,083)</u>
TOTAL SOURCES	<u>\$ 5,917,922</u>	<u>\$ 2,152,817</u>	<u>\$ 2,261,595</u>	<u>\$ 1,010,227</u>	<u>-55%</u>	<u>\$ (1,251,368)</u>
EXPENDITURES						
CHARGES FOR SERVICES						
61-50-372 Meeting Expense	\$ 471	\$ 2,000	\$ 2,000	\$ -	-100%	\$ (2,000)
61-50-347 Professional Services	17,362	11,536	11,536	13,536	17%	2,000
61-50-351 Legal	-	2,000	2,000	1,000	-50%	(1,000)
TOTAL CHARGES FOR SERVICES	<u>\$ 17,833</u>	<u>\$ 15,536</u>	<u>\$ 15,536</u>	<u>\$ 14,536</u>	<u>-6%</u>	<u>\$ (1,000)</u>
CAPITAL OUTLAY						
61-50-745 Town Park Improvements	\$ 42,483	\$ -	\$ -	\$ 218,000	#DIV/0!	\$ 218,000
61-50-750 Design	259,658	15,000	15,000	-	-100%	(15,000)
61-50-760 Construction	3,949,557	1,492,060	1,492,060	-	-100%	(1,492,060)
61-50-715 Acquisitions	7,508	-	-	-	0%	-
TOTAL CAPITAL OUTLAY	<u>\$ 4,259,205</u>	<u>\$ 1,507,060</u>	<u>\$ 1,507,060</u>	<u>\$ 218,000</u>	<u>-86%</u>	<u>\$ (1,289,060)</u>
DEBT SERVICE						
61-50-815 Debt Service	\$ 90,000	\$ 95,000	\$ 95,000	\$ 95,000	0%	\$ -
61-50-816 Debt Service Interest	231,138	227,538	227,538	223,738	-2%	(3,800)
61-50-810 Cost of Issuance	-	-	-	-	0%	-
61-50-820 Agent Fees	500	500	500	500	0%	-
TOTAL DEBT SERVICE	<u>\$ 321,638</u>	<u>\$ 323,038</u>	<u>\$ 323,038</u>	<u>\$ 319,238</u>	<u>-1%</u>	<u>\$ (3,800)</u>
CONTINGENCY						
61-50-900 CONTINGENCY	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0%</u>	<u>\$ -</u>
TOTAL EXPENDITURES	<u>\$ 4,598,676</u>	<u>\$ 1,845,634</u>	<u>\$ 1,845,634</u>	<u>\$ 551,774</u>	<u>-70%</u>	<u>\$ (1,293,860)</u>
FUND BALANCES (Ending):						
RESTRICTED FOR:						
RESERVE	\$ 161,619	\$ 161,619	\$ 161,619	\$ 161,619	0%	\$ -
CAPITAL IMPROVEMENTS	611,676	-	(550,920)	(762,456)	38%	(211,536)
ASSIGNED FOR CAPITAL PROJECTS/DEBT SERVICE	545,952	145,564	805,263	1,059,291	32%	254,028
TOTAL FUND BALANCES (Ending):	<u>\$ 1,319,246</u>	<u>\$ 307,183</u>	<u>\$ 415,961</u>	<u>\$ 458,454</u>	<u>10%</u>	<u>\$ 42,492</u>

CONSERVATION TRUST FUND

CONSERVATION TRUST FUND SUMMARY

		ACTUAL	BUDGET	REVISED	BUDGET	% CHANGE	\$ CHANGE
		2018	2019	2019	2020	FROM PY	FROM PY
FUND BALANCES (Beginning):							
RESTRICTED FUND BALANCE		\$ 98,138	\$ 58,428	\$ 59,679	\$ 69,664	17%	\$ 9,985
TOTAL FUND BALANCES (Beginning)		\$ 98,138	\$ 58,428	\$ 59,679	\$ 69,664		
REVENUES							
71-430-10	Lottery Proceeds	\$ 34,163	\$ 33,785	\$ 33,785	\$ 33,785	0%	\$ -
71-430-20	Interest on Investments	2,378	1,200	1,200	1,200	0%	-
TOTAL REVENUES		\$ 36,541	\$ 34,985	\$ 34,985	\$ 34,985	0%	\$ -
TOTAL SOURCES		\$ 134,679	\$ 93,413	\$ 94,664	\$ 104,649	11%	\$ -
EXPENDITURES							
71-50-715	Whiting Park Play Equipment	-	-	-	-	0%	\$ -
71-50-725	Pool & Ice Rink Recreation Project TBD	-	-	-	-	0%	-
71-50-730	Information Center Park Camping	-	-	-	-	0%	-
71-50-735	Eagle Valley Elementary GOCO Match	-	-	-	-	0%	-
71-50-740	Eagle Park Ice Rink Liner	-	-	-	-	0%	-
71-50-745	Sowing Seeds	-	-	-	-	0%	-
71-50-750	Park Improvements	75,000	25,000	25,000	35,000	40%	10,000
71-50-950	Transfer to Capital Imp. Fund	-	-	-	-	0%	-
71-50-900	Contingency	-	-	-	-	0%	-
TOTAL EXPENDITURES		\$ 75,000	\$ 25,000	\$ 25,000	\$ 35,000	40%	\$ 10,000
FUND BALANCES (Ending):							
RESTRICTED FUND BALANCE		\$ 59,679	\$ 68,413	\$ 69,664	\$ 69,649	0%	\$ (15)
TOTAL FUND BALANCE (Ending)		\$ 59,679	\$ 68,413	\$ 69,664	\$ 69,649		

OPEN SPACE PRESERVATION FUND

OPEN SPACE PRESERVATION FUND SUMMARY

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
COMMITTED FUND BALANCE	\$ 210,762	\$ 212,734	\$ 263,867	\$ 231,944	-12%	\$ (31,923)
TOTAL FUND BALANCES (Beginning)	\$ 210,762	\$ 212,734	\$ 263,867	\$ 231,944	-12%	\$ (31,923)
REVENUES						
81-430-10 Lodging Tax	\$ 149,612	\$ 143,820	\$ 143,820	\$ 143,820	0%	\$ -
81-430-15 Penalty & Interest	812	-	-	-	#DIV/0!	-
81-430-20 Interest on Investments	8,693	3,000	3,000	3,000	0%	-
81-430-30 Usage Fees	-	-	-	-	#DIV/0!	-
81-431-00 State Grants (GOCO)	-	-	-	-	0%	-
81-433-00 Other Grants	8,585	-	-	-	0%	-
81-434-10 Reimbursable Revenue	-	-	-	-	0%	-
81-436-70 Miscellaneous	500	-	-	-	0%	-
81-437-31 Transfer from Capital Improvements Fund	-	-	-	-	0%	-
81-437-81 Transfer from Open Space Fund	-	-	-	-	0%	-
81-437-10 Transfer from General Fund	8,000	-	-	-	#DIV/0!	-
TOTAL REVENUES	\$ 176,203	\$ 146,820	\$ 146,820	\$ 146,820	0%	\$ -
TOTAL SOURCES	\$ 386,965	\$ 359,554	\$ 410,687	\$ 378,764	-8%	\$ (31,923)
EXPENDITURES						
Operating Expenses	\$ 103,256	\$ 160,456	\$ 148,743	\$ 144,631	-3%	\$ (4,112)
Capital Expenditures	19,842	50,000	30,000	50,000	67%	20,000
Transfers-Out	-	-	-	-	0%	-
TOTAL EXPENDITURES	\$ 123,098	\$ 210,456	\$ 178,743	\$ 194,631	9%	\$ 15,888
FUND BALANCES (Ending):						
COMMITTED FUND BALANCE	\$ 263,867	\$ 149,098	\$ 231,944	\$ 184,133	-21%	\$ (47,811)
TOTAL FUND BALANCE (Ending)	\$ 263,867	\$ 149,098	\$ 231,944	\$ 184,133	-21%	\$ (47,811)

SUMMARY OF EXPENDITURES

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL	\$ 52,895	\$ 74,672	\$ 74,672	\$ 77,123	3%	\$ 2,451
MATERIALS & SUPPLIES	7,286	22,924	20,211	17,850	-12%	(2,361)
CHARGES FOR SERVICES	34,192	58,000	49,000	44,950	-8%	(4,050)
DISCRETIONARY FUNDING	5,000	-	-	-	#DIV/0!	-
FIXED CHARGES	3,883	4,860	4,860	4,708	-3%	(152)
CAPITAL EXPENDITURES	19,842	50,000	30,000	50,000	67%	20,000
CONTINGENCY	-	-	-	-	0%	-
TRANSFERS	-	-	-	-	0%	-
TOTAL EXPENDITURES	\$ 123,098	\$ 210,456	\$ 178,743	\$ 194,631	9%	\$ 15,888

FUND: GENERAL
DEPT: TOWN BOARD

SUMMARY OF EXPENDITURES

	ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ -	\$ 24,555	\$ 24,555	\$ 24,555	0%	\$ -
CHARGES FOR SERVICES	-	500	500	8,500	1600%	8,000
DISCRETIONARY FUNDING	-	50,000	50,000	53,000	6%	3,000
TOTAL EXPENDITURES	\$ -	\$ 75,055	\$ 75,055	\$ 86,055	15%	\$ 11,000

DETAIL OF EXPENDITURES

PERSONNEL SERVICES

		ACTUAL 2018	BUDGET 2019	REVISED 2019	BUDGET 2020	% CHANGE FROM PY	\$ CHANGE FROM PY
10-50-115	Town Board	\$ -	\$ 22,800	\$ 22,800	\$ 22,800	0%	\$ -
	<i>Employer Contributions</i>						
10-50-141	Unemployment Insurance	-	-	-	-	0%	-
10-50-142	Workmen's Compensation	-	11	11	11	0%	-
10-50-143	Health Benefits	-	-	-	-	0%	-
10-50-144	F.I.C.A.	-	1,744	1,744	1,744	0%	-
	TOTAL PERSONNEL SERVICES	\$ -	\$ 24,555	\$ 24,555	\$ 24,555	0%	\$ -

CHARGES FOR SERVICES

10-50-359	Strategic Planning		-	-	8,000	100%	8,000
10-50-371	Travel Expense		500	500	500	0%	-
10-50-372	Meeting Expense		-	-	-	0%	-
	TOTAL CHARGES FOR SERVICES	\$ -	\$ 500	\$ 500	\$ 8,500	1600%	\$ 8,000

DISCRETIONARY FUNDING

10-50-915	Community Requests		\$ 50,000	\$ 50,000	\$ 53,000	6%	\$ 3,000
	TOTAL DISCRETIONARY FUNDING	\$ -	\$ 50,000	\$ 50,000	\$ 53,000	6%	\$ 3,000
	TOTAL EXPENDITURES	\$ -	\$ 75,055	\$ 75,055	\$ 86,055	15%	\$ 11,000



To: Mayor and Town Board of Trustees
From: Deron Dirksen, Utilities Manager
Date: October 8, 2019

Agenda Item: Violet Lane Water Line: Pay Application No.6 in the amount of \$187,329.13 to Hobbs Excavating and Trucking, LLC (Roll Call Vote Required)

REQUEST: Staff is requesting the Board review the Violet Lane Water Line: Pay Application No. 6 in the amount of \$187,329.13 to Hobbs Excavating and Trucking, LLC.

BACKGROUND: The Town's Violet Lane Water Line project consists of approximately 1,600 linear feet of 24-inch diameter water line. The water line will connect the existing water distribution system to the new Lower Basin Water Treatment Plant. This project will start adjacent to Highway 6 at the northeast corner of Sylvan Lake Road roundabout. The project includes boring underneath the Union Pacific Railroad and crossing Brush Creek.

The Town entered into an agreement with Hobbs Excavating and Trucking, LLC on June 24, 2019 in the amount of \$846,604.86.

ANALYSIS: Hobbs Excavating and Trucking, LLC has completed the entire 1,600 linear feet of 24-inch diameter water line including the Brush Creek Crossing and the Union Pacific Railroad bore. The project is on-time and on-budget. There have been no change orders and no safety incidents. There is approximately two-weeks of construction remaining which includes asphalt, grading, revegetation, and fencing. The BOT must approve any expenditures that exceed \$50,000.

COMMUNITY INPUT: None.

BUDGET / STAFF IMPACT: Water Enterprise Fund - Violet Lane Water Line: \$1,570,000.00

Hobbs Excavating and Trucking, LLC Contract: \$846,604.86

Hobbs Excavating and Trucking, LLC Completed to Date: \$778,176.18

Impact to staff's time is will be minimal during the next two weeks of construction.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This proposal aligns with the following strategic objectives and/or business values:

Major Objective #7 Implement Priority Infrastructure Improvements – The investment in the Violet Lane Water Line is a priority and ensures that town can distribute water from the new Lower Basin Water Treatment Plant to the existing system for many years. These improvements are important for water service delivery.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to approve or deny Violet Lane Water Line – Pay Application No. 6 in the amount of \$187,329.13 to Hobbs Excavating and Trucking, LLC.

ATTACHMENTS:

1. Pay App 6 - Hobbs
2. Pay App 6 - SGM Memo

Contractor's Application for Payment No.

To (Owner): Town of Eagle	Application Period: 9/16/19 to 9/30/19	Application Date: 9/30/2019
Project: Violet Lane Water Line	From (Contractor): Hobbs Excavating and Trucking	Via (Engineer): SGM
Owner's Contract No.: 52-59-752	Contract:	Pay application # 6
	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE.....	\$ 5846,604.86
			2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ 5846,604.86
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F on Progress Estimate).....	\$ 5778,176.18
			5. RETAINAGE:	
			a. X 5% Work Completed.....	\$ 38,908.81
			b. X Stored Material.....	\$
			c. Total Retainage (Line 5a + Line 5b).....	\$ 38,908.81
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 5739,267.37
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 5551,938.24
			8. AMOUNT DUE THIS APPLICATION.....	\$ 187,329.13
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G on Progress Estimate + Line 5 above).....	\$ 187,329.13
TOTALS				
NET CHANGE BY CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Stewart Hobbs Date: 10-2-19

Payment of: \$ 187,329.13
(Line 8 or other - attach explanation of the other amount)

is recommended by: W. Scott Fent 10/3/19
(Engineer) (Date)

Payment of: \$ ONE HUNDRED EIGHTY SEVEN THOUSAND THREE HUNDRED TWENTY-NINE DOLLARS AND THIRTEEN CENTS.
(Line 8 or other - attach explanation of the other amount)

is approved by: Deron Dirksen 10/3/19
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

SUBCONTRACTORS APPLICATION FOR PAYMENT

DATE 9/16/2019 PERIOD ENDING 9/30/2019

Hobbs Excavating and Trucking LLC
1760 Gypsum Creek Road
Gypsum, CO 81637
TELEPHONE 970-524-7447 FAX 970-524-7501

PROJECT DESCRIPTION Violet Lane Water Line

APPLICATION NUMBER 6

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS THIS PERIOD	TOTAL COMPLETED & STORED TO DATE	
			PREVIOUS APPLICATIONS	THIS APPLICATION			%
	ORIGINAL CONTRACT	\$ 846,604.86	\$ -	\$ -	\$ -	\$ -	0.0%
Mobilization and Traffic Control							
1	Mobilization	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	100.0%
2	Traffic control	\$ 5,500.00	\$ 2,000.00	\$ 3,500.00	\$ -	\$ 5,500.00	100.0%
Violet Lane Water Line		\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
3	24" Class 52 DIP with field lock gaskets	\$ 344,116.89	\$ 182,948.45	\$ 161,168.44	\$ -	\$ 344,116.89	100.0%
4	24" class 54 creek crossing	\$ 14,210.00	\$ 14,210.00	\$ -	\$ -	\$ 14,210.00	100.0%
5	24" TR Flex pipe through bore	\$ 22,039.29	\$ 22,039.29	\$ -	\$ -	\$ 22,039.29	100.0%
6	24" DIP fittings	\$ 38,480.00	\$ 31,755.88	\$ 6,724.12	\$ -	\$ 38,480.00	100.0%
7	24" butterfly valves	\$ 52,500.00	\$ 37,500.00	\$ 15,000.00	\$ -	\$ 52,500.00	100.0%
8	Waterline test pit	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	100.0%
9	36" bore	\$ 143,034.00	\$ 143,034.00	\$ -	\$ -	\$ 143,034.00	100.0%
10	Asphalt Demo	\$ 3,296.00		\$ 3,296.00	\$ -	\$ 3,296.00	100.0%
11	4" Asphalt paving	\$ 15,451.20			\$ -	\$ -	0.0%
12	Drainage ditch	\$ 2,400.00		\$ -	\$ -	\$ -	0.0%
13	6' Chain link fence	\$ 6,746.88		\$ -	\$ -	\$ -	0.0%
14	4' Chain link fence	\$ 7,830.60		\$ -	\$ -	\$ -	0.0%
15	Fire Hydrants (ADD ONE)	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00	\$ -	\$ 22,500.00	150.0%
16	Brush Creek bypass	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	100.0%
17	Connect to existing system	\$ 10,500.00	\$ 10,500.00		\$ -	\$ 10,500.00	100.0%
18	Irrigation vault excavation	\$ 2,500.00		\$ -	\$ -	\$ -	0.0%
19	erosion control revegetation	\$ 15,000.00	\$ 10,500.00	\$ -	\$ -	\$ 10,500.00	70.0%
20	restoration	\$ 10,000.00		\$ -	\$ -	\$ -	0.0%
21	De-MOB / Re-MOB	\$ 30,000.00	\$ 3,500.00		\$ -	\$ 3,500.00	11.7%
22	UPRR insurance	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	100.0%
23	LBWTP connection	\$ 10,500.00	\$ 10,500.00	\$ -	\$ -	\$ 10,500.00	100.0%
TOTALS		\$ 846,604.86	\$ 580,987.62	\$ 197,188.56	\$ -	\$ 778,176.18	91.9%

TOTAL	\$ 846,604.86			
TOTAL COMPLETED AND STORED TO DATE	\$ 778,176.18	PREVIOUS APPLICATIONS	\$ 580,987.62	THIS APPLICATION
VALUE OF STORED MATERIALS	\$ -			\$ 197,188.56
SUBTOTAL	\$ 778,176.18			\$ -
LESS 5% RETAINAGE	\$ 38,908.81			\$ 197,188.56
TOTAL EARNED LESS RETAINAGE	\$ 739,267.37			\$ 9,859.43
BALANCE TO FINISH	\$ 68,428.68		Retainage	\$ 187,329.13
BALANCE TO FINISH plus RETAINAGE	\$ 107,337.49			



MEMORANDUM

TO: Town of Eagle
FROM: Scott Forrester, PE
DATE: October 3, 2019
SUBJECT: Violet Lane Waterline Pay App 6

The purpose of this memo is to provide a recommendation on payment of the sixth pay application from Hobbs Excavating and Trucking for the Violet Lane Waterline. The sixth invoice is for the installation of the 24" waterline and valves, asphalt demolition, and a third fire hydrant. The project is on schedule and within budget.

SGM and the Town have inspected the work and materials included in the sixth pay application. The work has been completed per the contract. SGM recommends paying Hobb's Pay Application 6 for an amount of \$187,329.13. The Town is retaining \$38,908.81 and there is a \$107,337.49 balance to finish plus retainage remaining in the contract.

If you have any questions, please contact me.

Attachments: Pay Application 6



To: Mayor and Board of Trustees

From: Bill Shrum, Assistant to the Town Manager

Date: Oct. 5th, 2019

Agenda Item: Resolution 42-2019 410 Broadway Abatement Grant

REQUEST:

Staff is asking for the Board to review information related to the 410 Broadway 1306 Brownfield Grant application through the Colorado Department of Public Health and Environment.

INTRODUCTION:

The 410 Broadway property owner has been working with the Town of Eagle and CDPHE for environmental hazard mitigation for nearly 3.5 years. Through this process, the property has had a pre-inspection for the environmental impact and has worked closely with external consultants in brownfield funding. The Town has published an RFP for abatement services and will be submitting the resulting proposals as well as the application for 100% reimbursement funding to CDPHE. Town staff had an ongoing conversation with CDPHE, and they are aware and eager to review the application. Funding is still available in the 2019 cycle for 100% cost reimbursement of qualified and accepted projects.

ANALYSIS:

Due to the significantly deteriorated condition of the property at 410 Broadway, analysis of the extent and cost of abatement was limited to the pre-application environmental assessment report and an external survey of the property. The preferred vendor for abatement services proposed a comprehensive amount in the middle of the three proposed total costs of the project. This amount includes a variance for potentially severe conditions inside the structure. Completion of the project comes with a third-party evaluation of the site and will be considered final only once an independent inspector finds there is no further environmental hazard on the site.

The owner of 410 Broadway has already brought forward plans for demolition of the structure and the redevelopment which would include ground floor commercial space facing Broadway in our central business district, residential housing, an ADA-accessible unit and a Local Employee Residency Program dedicated unit. Approval of the asbestos mitigation will spur a planned \$900,000-\$1,200,000 investment in the site, resulting in an estimated increase of the value of the property of more than 2,000% over the existing retail value.

COMMUNITY INPUT:

Because of the proximity of the site to the local downtown business district, the surrounding businesses have expressed support in the environmental hazard remediation and removal of the existing structures.

BUDGET / STAFF IMPACT:

The application process has taken significant staff time and resources, as the process is complicated and thorough. Staff will additionally oversee project completion during the abatement and final certification. This time has been matched by pro-bono assistance from Community Builders, a non-profit program specializing in Brownfield and Environmental Abatement assistance. The net fiscal impact to the Town is nominal as the application is for a 100% reimbursable funding contribution from CDPHE.

The proposed cost breakdown for this abatement project is as follows:

- Abatement Base Total: \$46,845.00
- Include 3rd party air clearance: \$730.00
- Include spill cleanup with disposal of up to 30 cubic yards of contaminated items: \$21,950.00
- Total all items: \$69,165.00

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Completion of this abatement process satisfies two core business values of the Town, Protecting Public Health, Safety, and the Environment, as well as Economic Development. This location on Broadway is between Town Hall and the Eagle County Building and has a significant number of people passing by on foot and in other modes of transportation each day. The state of the current structure is unsafe, uninhabitable, and must be demolished and can only be done safely through qualified abatement. The opportunity for additional high-quality commercial space in our downtown core as well as additional attainable housing units creates a significant economic benefit to the Town compared to the current state of the property.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to approve or deny adoption of Resolution 42-2019 applying for brownfield assistance with CDPHE and acting as fiscal agent for environmental hazard abatement at 410 Broadway.

ATTACHMENTS:

Resolution 42-2019 410 Broadway Abatement Grant
Application 1306 Brownfields Cleanup for 410 Broadway
Attachment 4 – 410 Broadway Summary Plan
Attachment 6 – Asbestos Inspection and Sampling Report

RESOLUTION #42
(SERIES 2019)

A RESOLUTION APPLYING FOR BROWNFIELD ASSISTANCE WITH CDPHE AND ACTING AS FISCAL
AGENT FOR ENVIRONMENTAL HAZARD ABATEMENT AT 410 BROADWAY

WHEREAS, The Town of Eagle is responsible for the public health, safety, and clean environment for its residents; and

WHEREAS; The Town of Eagle holds economic vitality as a core value; and

WHEREAS, Brownfield clean-up assistance programs are offered through the State of Colorado Department of Public Health and the Environment; and

WHEREAS; Town administration and community development staff are leveraging expertise to assist community members with projects that are beneficial to the town economy and the environment; and

WHEREAS, ownership of the 410 Broadway lot has completed due diligence in preparation for the site to qualify for 1306 Brownfield Grant Assistance;

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

- 1) Will apply for a 1306 Brownfield Grant available through the State of Colorado Department of Public Health and the Environment in the amount of \$69,165.
- 2) Will follow best practices for soliciting and partnering with environmental abatement services on behalf of the town related to 410 Broadway.
- 3) Will act as the agent of fiscal responsibility over the course of the planned remediation project should the grant be awarded which will provide 100% cost reimbursement for environmental hazard abatement at 410 Broadway.
- 4) Should the application be successful, the Town of Eagle will partner with CDPHE, the chosen abatement partner, and third-party expert consultants to complete successful environmental hazard mitigation at 410 Broadway.
- 5) Should the application be successful, the Town of Eagle will certify the work of hazard abatement is completed to a satisfactory level by hiring a third-party verification after the work has been completed.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on October 8th, 2019.

TOWN OF EAGLE, COLORADO

By: _____
Anne McKibben, Mayor

ATTEST:

Jenny Rakow, Town Clerk

1306 Brownfields Cleanup Grant Program Application for 410 Broadway, Eagle, CO 81631

1. Request for Applications Cover Sheet and Signature Page

Please see Attachment 1 ~~Done~~

2. Pre-Award Risk Assessment Questionnaire

Please see Attachment 2 ~~[B: Kelly, review by April/Brandy]~~

3. Application Executive Summary

The proposed project at 410 Broadway in Eagle, Colorado, is a perfect fit for the Brownfields Cleanup Grant Program, and will result in achieving the exact goal of the program, “to assist in the remediation of abandoned properties than contain environmental hazards,... and to encourage the redevelopment for the benefit of the public good.”

410 Broadway has been in single-family residential use since its construction in 1903. Prior to that the site was vacant and platted as part of the original Town of Eagle. The house is in poor condition; the roof is failing; asbestos based siding is falling off of the building and the structure is uninhabitable. The house and detached garage are structurally failing and unsafe. Plywood boards were put on the roof and windows to defray water penetration and animal habitation. The Certificate of Occupancy was vacated 8 or 9 years ago, and the Town will not issue a new CO for this property with the existing buildings. The property is an eyesore with the largest hurdle being the cost of addressing asbestos and lead based paint. The environmental hurdle is illustrated by comparing the estimated value of the property (Roughly \$116,630 per the Assessed value of land plus improvements) to the estimated cleanup cost (\$60,000).

Current ownership is with 410 Broadway LLC, an investment group that acquired the property in May of 2008. The property was acquired with the intention to develop the property immediately and meet the burgeoning need for mixed-use development on Eagle’s “Main Street” (Broadway Street). Unfortunately, the Great Recession arrived in late 2008 and development and financing plans were scuttled due to economic conditions. (see Attachments 3 and 4)

Economic conditions have improved and the need for removing this decrepit house from the core business district and replacing it with needed commercial and residential uses has grown. The Town of Eagle and 410 Broadway LLC have entered into a public-private partnership intended to assist with the redevelopment of the property. To this end, there is a need for both parties to understand the current environmental conditions, understand potential cleanup costs, and identify cleanup funding sources.

As the existence of asbestos was a known condition, the owners commissioned an asbestos inspection and sampling report in 2012, conducted by DS Consulting of Avon, CO ([Attachment 6](#)). The primary environmental condition of concern is friable asbestos throughout the interior of the house and detached garage, as well as potential asbestos releases to the ground and air from deteriorating exterior transite siding. The public-private partnership needs to identify cleanup funds to enable the removal of this potential threat to human health and the environment. There is no known local/state/federal regulatory involvement or enforcement action at the site. CDPHE did an evaluation grant, and the results of the Asbestos, Lead, and structural survey is attached.

Redevelopment plans for the property are currently for a three-story mixed use (residential-over-retail) development with parking in the rear toward the alley. (Please see the attached preliminary drawings, which conceptualize the highest and best use of the property while being consistent with the building and design guidelines of the Town of Eagle.). The proposed plans are for 2 highly desired class "A" commercial/ retail spaces facing Broadway coupled with 10 total units of housing. Over 90% of the housing available in Eagle are single unit floorplan housing, according to the US Census and the American Community Survey. Affordable and attainable housing for a variety of incomes is the most-cited economic challenge in Eagle, and in the Vail Valley. The proposed project at 410 Broadway plans for 10 housing units, which includes one unit that is ADA accessible on the ground floor and 1 unit dedicated to the Local Employee Residency Plan.

Benefits to the Town include removal of a blighted, ugly, and potentially dangerous structure, and the replacement of it with much needed commercial and residential space in keeping with the current design guidelines of the Town of Eagle, which will further revitalize the historic downtown Central Business District (CBD). This project should lead to increased sales tax revenue, as well as property tax revenue, add residents in a desirable part of downtown, and will greatly improve the look and atmosphere of the CBD. It is estimated that the developer will invest approximately \$900,000 - \$1,200,000 into the project, and the overall retail value of the final development will be approximately \$4,000,000,- or more than a 2000% increase over the current value of the site.

As the cost to remediate the property is substantial, and both interest rates and costs of building and materials have gone up substantially over the past few years, the ability of the development group to move forward will be dependent upon state assistance to remediate the site.

The intention is to remediate the property of all environmental hazards and tear down the building in 2019. Upon successful completion of remediation and demolition, the redevelopment phase of the project can begin, resulting in a significant improvement to the area and providing a new building/uses that contribute to the revitalization of the Town's historic Broadway District.

4. Summary of Experience/Qualifications

April Kroner – April has over 20 years of community planning and economic development experience within both public and private sectors. She has a track record in administering community planning, zoning, economic development, building inspection, assessment, and sustainability programs. She also has extensive experience working with the USEPA and other State and Federal agencies in environmental clean-up efforts, ensuring development is completed in a manner which protects the health/safety of the public, and significant brownfield redevelopment projects. Her past work history demonstrates dedication to fostering public-private partnerships and promoting a spirit of cooperation to result in successful community development.

Jesse Silverstein - Jesse Silverstein has 35 years of providing commercial real estate strategies, public finance analysis, and economic/fiscal impact analysis for a variety of public-private development and redevelopment projects. Jesse's market intelligence services are used for critical decisions regarding real estate investment and economic development opportunities in Colorado and nationally. Mr. Silverstein's experience includes positions as founder and executive director of the nonprofit Colorado Brownfields Foundation, Asset Management Director at Equitable Real Estate Investment Management, and Chief Appraiser for the Resolution Trust Corporation (division of FDIC) in Washington, D.C. Mr. Silverstein holds a bachelor's degree in economics from the University of Delaware, a master's degree in economics from the University of Colorado Boulder, and has an MAI professional designation in commercial real estate investment analysis from the Appraisal Institute.

Contractor TBDARC Abatement – Please see the submitted Experience Letter included as Attachment 9

5. Project Description

The goals of the Town of Eagle and 410 Broadway LLC are to solicit bids from qualified remediation companies, and to hire a qualified contractor from these bids to remediate all of the environmental hazards on the site so that the structures can be torn down and disposed of this year in preparation for a redevelopment of the site.

The environmental issues include ACMs and LBPs. The ACMs ~~are located in~~ are in gray caulk, green, pink and tan transite siding, exterior window glazing, 12 x 12 tan floor tiles, 9 x 9 green bathroom floor tiles. The LBPs are located in window and wall components of the front porch, walls and ceilings (fiber board, beige) in the kitchen, baseboards (beige) in the kitchen (and likely throughout the home), window frame in the kitchen, in the varnish on the wood door in the kitchen, in the ceiling of the dining room, door jamb of the dining room, walls in the hallway, ceilings of the living room, ceilings and walls of the front porch, ceiling of the stairwell, window sill in the second hallway, door in the

second hallway, most or all window components, most door components, as well as fascia, soffit, window and door components on the exterior.

Causing a complete mitigation of the site pursuant to a complete teardown and redevelopment of the site would ~~completely~~ eliminate current and future public exposure to ACMs and LBPs on the site.

The public benefits to this project are manifold: -The elimination of a dangerous and ugly structure on Broadway is of benefit by itself. -The proposed development of commercial and residential space on Broadway creates additional tax base for the town, improves the look and feel of the Central Business District, and adds to the critical mass of people living in the CBD who will walk to and patronize local businesses.

Estimated additional tax revenue to the town would be based upon 2400 square feet of Commercial Space, and 8000 sf of residential space. Each new resident in the CBD would also be responsible for a percentage increase to the sales tax revenue to the Town of Eagle based upon their patronage of local businesses.

All work that would be done to mitigate the site would be done to all applicable EPA and CDPHE standards.

The Town of Eagle and 410 Broadway LLC are both committed to mitigating and eliminating the threat of ACMs and LBPs on the site, and the redevelopment of the site into an attractive and economically viable new commercial and residential development. This effort is also supported by the Eagle Chamber of Commerce.

6. Performance-Based Work Plan Table for SOW Services or Services with Goods – Please see Attachment 5.

7. Work Plan Overview/Work Plan Template

7.

7. Performance-Based Work Plan Table for SOW Services or Services with Goods

7.

7. Goal #1: Mitigate all ACM and LBP at the Subject Property

7.

7. Objective #1: Procure 3 competitive bids for the mitigation of all ACM and LBP at the subject property

7.

7. Primary Activity #1 In July 2019, an RFP was published to solicit bids for asbestos mitigation at 410 Broadway (appendix 6). After the initial RFP was published to Bidnet, shared with third party contracting job aggregators, and published in local papers of record, we received 9 total inquiries about the project but zero proposals.

7.

7. After the first RFP period, the Town of Eagle reached out to CDPHE to secure a list of local contractors that have previously worked with CDPHE for asbestos mitigation, and 14 vendors along the western slope were directly contacted and asked to submit a proposal. Three vendors have returned proposals and a scope of work in accordance with the original RFP.

7.

7. **Primary Activity #2** (needed to meet the project goal/objective): Hire the best contractor for the job based upon proposed scope of work, cost, timing, and track record of similar successful work.

7.

7. **Standards and Requirements:** Within the published RFP for soliciting contractors to perform the service, we outline seven elements within the scope of service required to perform the task, including independent verification of completion and a published report that includes operational detail of the work completed. In the RFP, we articulate that we expect the contractor to have a minimum of 3 years' experience performing asbestos mitigation as described in the document, and have employees trained in mitigation and a license to remove lead-based paints. Further, the Town articulates that the contractor must be duly insured to CIRSA standards, comply with all applicable state and federal laws regarding non-discriminatory hiring practices, that they certify and independent price determination, and that they follow all state and federal hiring laws governing unlawful employment of unverified or undocumented employees. These requirements are among a number of other commitments that the contractor must fulfill as described in the RFP to be awarded the contract. Please refer to the RFP Section 2. Scope and Requirements and Section 3. Special Conditions for more information.

7.

7.

7. *They want to know that you had performed some kind of review of the contractor bids and have a good reason for picking the one you did. They want to understand the competitive bid process, was it sanctioned by Town of Eagle and was the competition in conformance with those. You can simply attach and refer to your RFP docs and the responses. Most importantly they want to make sure you selected someone who has experience in ACM abatement; and that if you did not choose the lowest bid than what is the reason you selected a more expensive contractor.*

7.

7. Appendix 5—Town of Eagle RFP for Asbestos Mitigation Services at 410 Broadway

7.

7. **Expected Results of Activity(s)** (Meets the project goal/objective)

7.

7. All ACM and LBP material will have been removed from the property.

7.

7. **Measurement of Expected Results** Your cleanup goal would be to have the ACM addressed so the building can be safely demolished for a new use. To ensure quality and avoid conflicts of interest the state requires to separate contractors be involved in a cleanup: (1) the abatement firm does the actual physical work of

removal/disposal; and (2) an environmental consultant or engineer designs the cleanup plan and also signs-off on final testing after cleanup to say that the property is clean. Your preferred contractor should know this but make sure your work includes closure sampling and report.

7.

7. **Deliverables** (Typically tangible objects produced as a result of the activity—evidence of progress and compliance with standards and requirements)—

7. Our RFP for this project requires that the contractor be required to provide all labor, equipment, tools, product, supplies, expertise, state required permits, and supervision to perform the work. The work shall include removal, encapsulation, enclosure, proper disposal of impacted materials, and completion of any government mandated paperwork. The contractor will be responsible for restoring any areas disturbed by their work. The contractor must perform an independent CDPHE ambient air clearance sampling by a separate entity certified by CDPHE/EPA upon completion of the work. Finally, the contractor must submit a close out project report that includes at minimum, copies of workers' licenses, disposal records, supervisor logs, material usage, copies of any permits and/or notifications, etc.

7.

7. **Completion Date**

7. It is anticipated that completion of the site remediation and ultimate demolition of the structure will occur before the end of 2019. The redevelopment of the site will commence in early 2020.

7.

7.

7. **Budget Narrative**

7.

Scope of work is generated from the provided DS Consulting Asbestos Report, dated June 4th, 2012. No interior access to the property was available. If existing conditions vary from quantities provided in the scope ARC will require a change order prior to beginning the item in question.

From the submitted proposal from ARC Abatement.

“

Asbestos abatement scope of work includes the following: 3,000 square feet fiberboard paneling, 1,000 square feet painted/textured cloth from the living room ceiling, 200 square feet resilient floor tile and mastic, 3,000 square feet transite siding from the exterior of the residence and garage, and one window from the garage.”

“Transite siding on the North side of the building is not accessible because of the narrow space between the residence and the neighboring building. Transite will be removed to arm's reach at each end- following abatement, demolition must be carefully conducted to drop the north wall inward, causing as little breakage to transite siding as possible. ARC will mobilize back in to remove the remaining siding.

This proposal includes the removal of non-hazardous materials up to 5 cubic yards to facilitate abatement throughout.”

Proposal is written to include spill clean-up, including disposal of up to 30 cubic yards contaminated household items.

Abatement Base Total: \$46,845.00

Add Alternate 1: Include 3rd party air clearance price: \$730.00

Add Alternate 2: Include spill clean-up with disposal of up to 30 cubic yards contaminated items: \$21,950.00

Total all items: \$69,165.00

~~ARC Abatement is available to mobilize as soon as September 16th.~~

8. Appendix (additional documents)

- a. Attachment 1: Request for Applications Cover Sheet & Signature Page
- b. Attachment 2: Pre-Awards Risk Assessment Questionnaire
- b. ~~Attachment 3: Work Plan Table~~
- c. Attachment ~~43~~: Development Application Cover Letter
- d. ~~Attachment 5: Town of Eagle RFP for Asbestos Mitigation Service~~
- d. Attachment ~~46~~: 410 Broadway ~~Proposed Design blueprint~~Summary Plan
- e. Attachment 5: Work Plan Table for 410 Broadway
- f. Attachment ~~67~~: Asbestos Inspection and Sampling Report
- g. Attachment 7: 410 Broadway Condition Assessment Signed
- h. Attachment 8: Experience Letter from ARC Abatement
- i. Attachment 9: Town of Eagle RFP for Asbestos Mitigation Service
- j. Attachment 10: P19.218-1 Proposal from ARC Asbestos
- k. Attachment 11: Proposal from Regional Asbestos Mitigation Services
- l. Attachment 12: Proposal from Encompass Environmental

TOWN OF EAGLE ZONING MAP



5

16

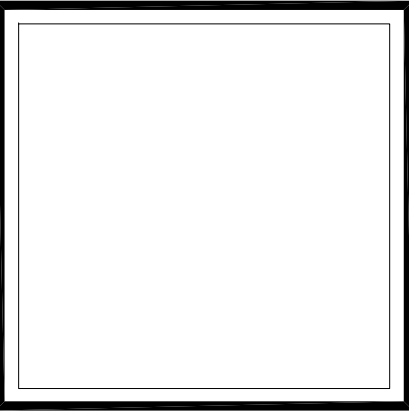


1
A2.2

GROUND LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

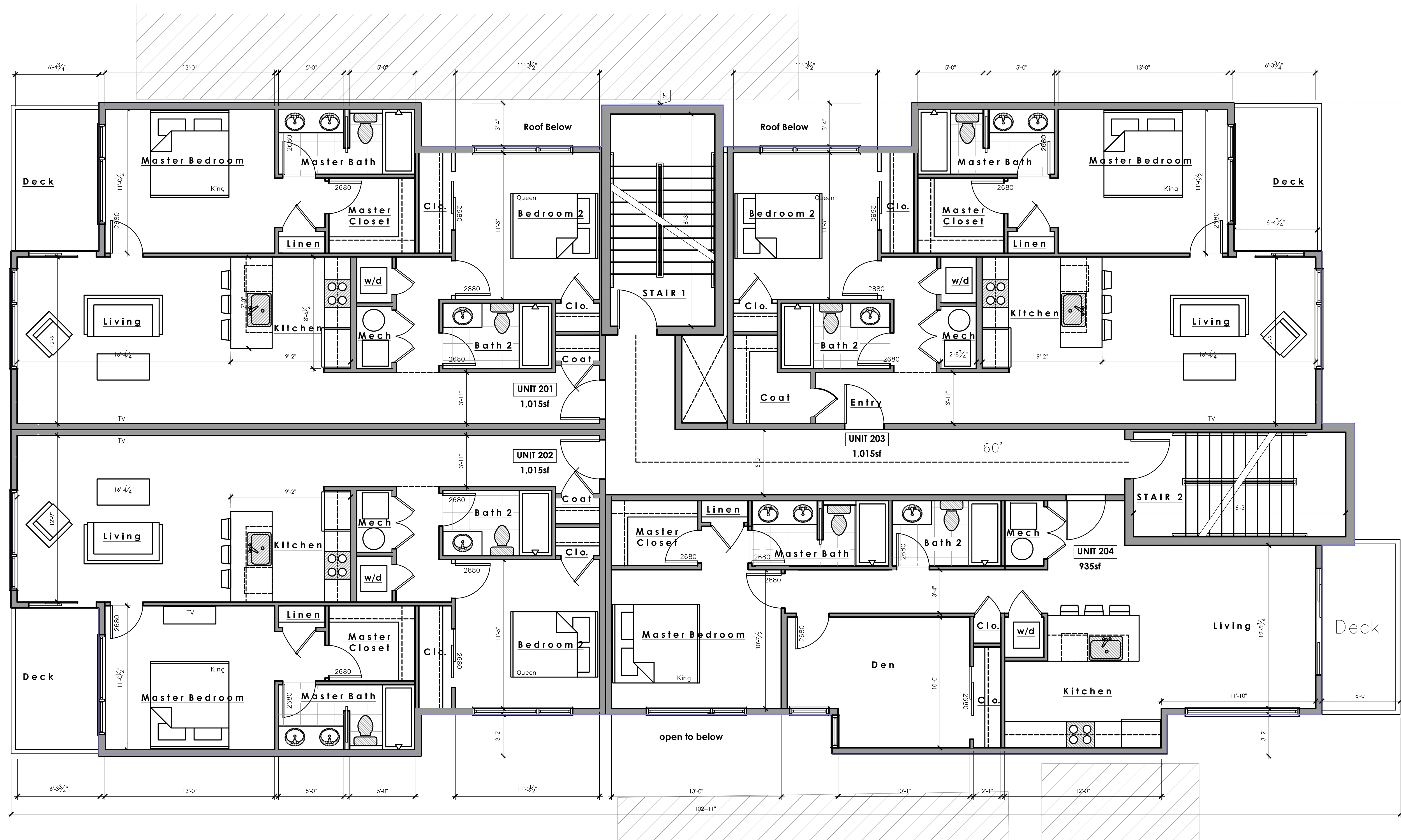

Maggie T. Fitzgerald, AIA
— a r c h i t e c t —
P.O. Box 1328 Eagle, Colorado 81631
970.445.0486



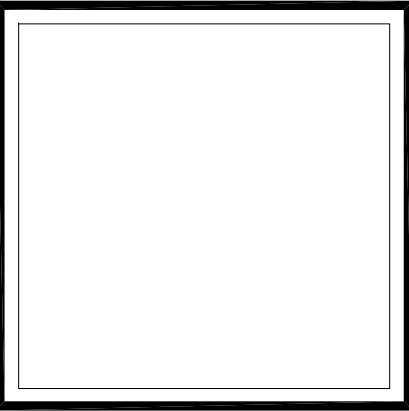
RESIDENCES & RETAIL
410 BROADWAY AVENUE
LOTS 15 & 16, BLOCK 22, TOWN OF EAGLE
EAGLE, COLORADO 81631

ISSUE:	DATE:
PROGRESS SET	JAN. 17, 2019
PROGRESS SET	FEB. 19, 2019

A2.1
MAIN LEVEL
FLOOR PLAN

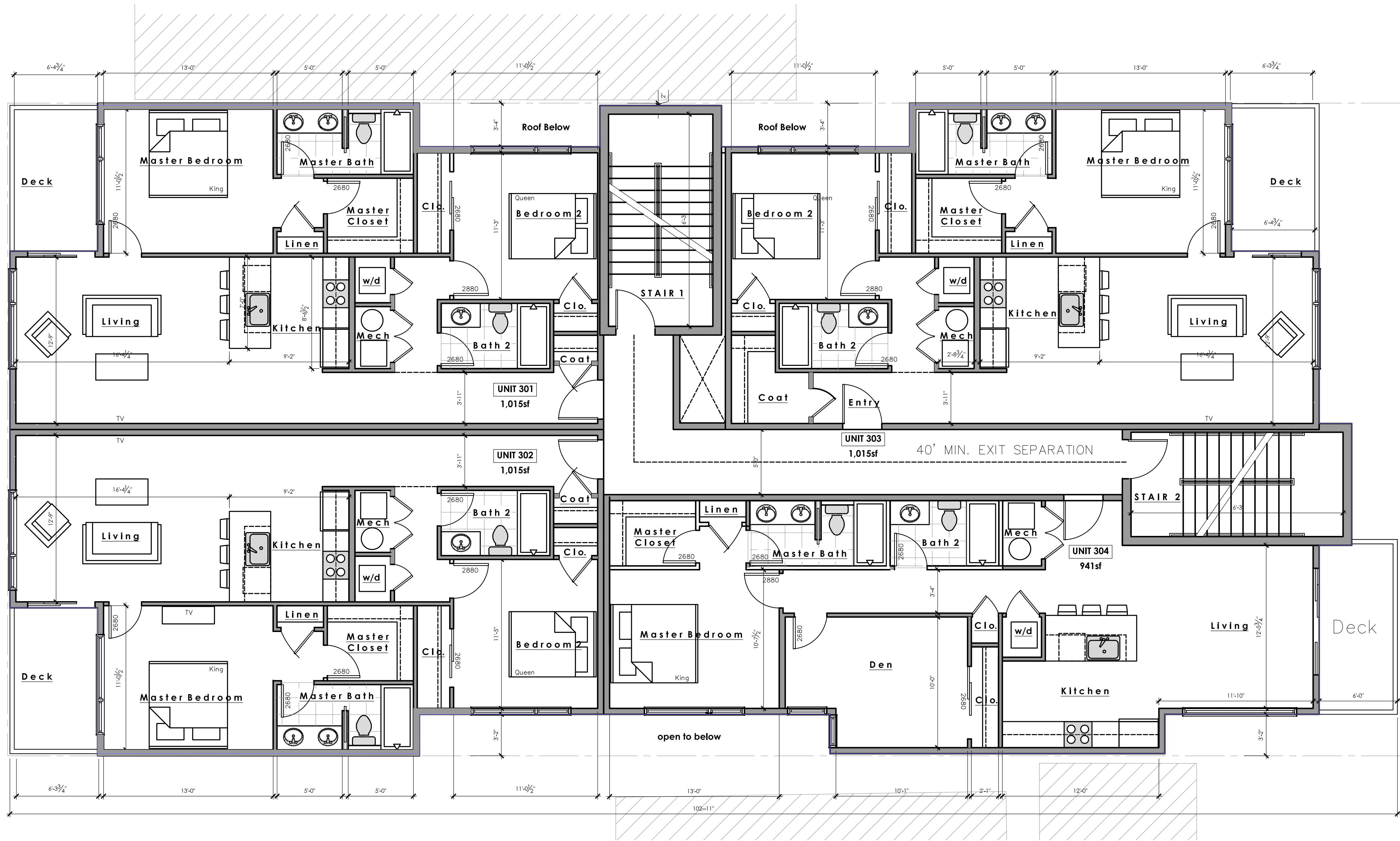


SECOND LEVEL FLOOR PLAN
1
A2.2
SCALE: 1/8" = 1'-0"



RESIDENCES & RETAIL
410 BROADWAY AVENUE
LOTS 15 & 16, BLOCK 22, TOWN OF EAGLE
EAGLE, COLORADO 81631

issue:	date:
PROGRESS SET	JAN. 17, 2019
PROGRESS SET	FEB. 19, 2019



1
A2.3
THIRD LEVEL FLOOR PLAN

SCALE: 1/4" = 1'-0"

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RESIDENCES & RETAIL
410 BROADWAY AVENUE
LOTS 15 & 16, BLOCK 22, TOWN OF EAGLE
EAGLE, COLORADO 81631

issue:	date:
PROGRESS SET	JAN. 17, 2019
PROGRESS SET	FEB. 19, 2019

A2.3
THIRD LEVEL
FLOOR PLAN



RESIDENCES & RETAIL
410 BROADWAY AVENUE
LOTS 15 & 16, BLOCK 22, TOWN OF EAGLE
EAGLE, COLORADO 81631

A3.1

ELEVATION



Asbestos Inspection and Sampling Report

410 Broadway St, Eagle, Colorado 81631

Presented To:

Mr. Lee Sedota
LMS Construction

Performed & Prepared By:

Mr. Steve Shurtliff
DS Consulting, Inc.
PO Box 6864
Avon, CO 81620
(303) 378-1544

Project Details:

Project Number: 5909
Conducted: June 4, 2012



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- 3.0 Site Description**
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 - 5.2 Sampling Procedures**
 - 5.3 Analytical Procedures**
- 6.0 Homogeneous Areas**
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 - 6.3 Material Conditions**
 - 6.4 Sample Quantities**
- 7.0 Overview of Findings**
- 8.0 Conclusion & Recommendations**
- 9.0 Asbestos Abatement & Demolition Requirements**
- 10.0 Major Asbestos Spill Response**
- 11.0 Disclaimer & Limitations**

APPENDIX A Inspector & Firm Asbestos Certificates

APPENDIX B Analytical Data

PROJECT OVERVIEW

1.0 Introduction

On June 4, 2012, Mr. Steve Shurtliff with DS Consulting, Inc. (DSC) conducted a full-building asbestos inspection and collected asbestos bulk-samples of suspect asbestos-containing materials (ACM) from the residence and detached garage on the property located at 410 Broadway St, Eagle, Colorado.

The purpose of the limited inspection was to identify and sample potentially hazardous friable and non-friable ACM that would be impacted by demolition activities.

2.0 Scope of Work

The scope of the inspection and bulk-sampling included all of the interior and exterior portions of the residence and the detached garage behind the house on the north end of the property. No other out-building on the property was observed or included in the scope of the inspection. The asbestos inspection conducted on June 4, 2012 fulfills the asbestos inspection requirements for structures that are to be demolished; however, multiple materials were found to contain asbestos within the residence and garage that may require professional abatement prior to the demolition of the structures.

3.0 Site Description

The residence is a wood-framed, two-level, single-family residence with a detached garage.

4.0 Certifications

The limited asbestos inspection and bulk-sampling was conducted by Mr. Steve Shurtliff with DSC. DSC is a Colorado Department of Public Health and Environment (CDPHE) certified Asbestos Consulting Firm, Registration No. 14912. Mr. Shurtliff is a CDPHE certified Building Inspector; having certification number 15413 (*see Appendix A for certificates*).

5.0 Inspection, Sampling & Analytical Procedures

5.1 Inspection Procedures

The limited asbestos inspection was conducted by an Environmental Protection Agency (EPA) and CDPHE certified Building Inspector. The inspection procedures included identifying and sampling suspect ACM within the pre-defined areas, submitting samples to an accredited laboratory for analysis, classifying the materials and assessing their condition, and compiling a final report detailing the inspection and the analytical results of the bulk-samples.

5.2 Sampling Procedures

Statistically random bulk-samples representative of the suspect ACM of each homogeneous area were collected according to the guidelines published as EPA Final Rule: Title II of the Toxic Substances Control Act (TSCA), 15 USC, Sections 2641 through 2654 and in compliance with 40 CFR, Part 763 and CDPHE Regulation Number 8, Part B - Asbestos (Reg. 8).

DSC has collected the appropriate number of bulk-samples to meet all regulatory requirements for the classification and quantity of each homogeneous area. Some minor destructive sampling was

conducted; however, walls, columns and perimeter pipe chases were not broken into in order to locate and quantify suspect ACM. It should be noted that additional ACM might be located in these and other inaccessible areas.

Materials containing less than 1% asbestos are not regulated by CDPHE Regulation 8, Part B – Asbestos. However, all demolition/abatement activities should be performed following the applicable Occupational Safety and Health Administration (OSHA) regulations. This would include, but not limited to, the appropriate asbestos training for the type of material being removed/disturbed as well as having a properly trained supervisor onsite, using wet removal methods, wearing adequate personal protective equipment (HEPA-filtered particulate respirators), medical surveillance of workers, personal-exposure air monitoring, area air monitoring in occupied buildings, etc. There may also be landfill disposal requirements for these materials, depending on the facility. DSC recommends that all demolition/renovation areas involving any amount of asbestos be subjected to visual inspections and a final clearance air testing by a CDPHE-certified Air Monitoring Specialist (AMS) after the work has been completed, but before any containments are dismantled and the area is reoccupied.

5.3 Analytical Procedures

All asbestos bulk-samples were analyzed by a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory via Polarized Light Microscopy (PLM) for asbestos content (*see Appendix B for laboratory report*).

The percentage of asbestos within each individual bulk-sample can vary depending on sample location, homogeneity of the material, and the type of application. Any sample reporting a “TRACE” amount of asbestos must be considered positive for asbestos greater than 1% unless it is re-analyzed utilizing the point-count method and verified to be less than 1%.

6.0 Homogeneous Areas

A *Homogeneous Area (HA)* includes materials that are uniform in appearance, color, texture and date of application. The asbestos content of the bulk-samples collected within a homogeneous area can be applied to the entire homogenous area if they conform to the above characteristics and the regulated minimum sample quantities of each type of material are collected and analyzed.

6.1 Material Friability

A material can either be *friable* or *non-friable*. A friable material is one that, when dry, can be pulverized, or reduced to powder by hand pressure, a non-friable material cannot. A non-friable material may become friable if its condition had deteriorated or has been impacted by forces that have rendered it friable.

6.2 Material Classifications

Sampled materials are divided into one of the following three categories:

- *Surfacing Material*: sprayed or troweled onto structural building members
- *Thermal System Insulation (TSI)*: any type of pipe, boiler, tank, or duct insulation
- *Miscellaneous Material*: all other materials not classified in the above two categories

6.3 Material Conditions

Sampled materials are placed into one of the three following categories of conditions:

- *Good*: none to very little visible damage or deterioration
- *Damaged*: the surface is crumbling, blistered, water-stained, gouged, marred or otherwise abraded over less than one-tenth of the surface if the damage is evenly distributed, or one-quarter if the damage is localized
- *Significantly Damaged*: the surface is crumbling, blistered, water-stained, gouged, marred or otherwise abraded over greater than one-tenth of the surface if the damage is evenly distributed, or one-quarter if the damage is localized

6.4 Sample Quantities

DSC collected at least the minimum number of samples from each homogeneous area necessary to meet all regulatory requirements for the quantity of material to be disturbed. The quantities listed in this report are approximate and on-site verification of the exact quantity of each material is required. The following outlines the minimum sample quantities required per homogeneous area:

- *Surfacing Materials*: up to 1,000 ft² of material requires a minimum of three (3) samples; between 1,000 ft² and 5,000 ft² of material requires a minimum of five (5) samples; over 5,000 ft² of material requires a minimum of seven (7) samples; one (1) sample of each patch
- *Thermal System Insulation (TSI)*: each homogeneous area requires a minimum of three (3) samples; at least one (1) sample must be collected from each patch; and collect enough samples sufficient to adequately assess the material and determine the asbestos content for TSI fittings such as pipe elbows or T's.
- *Miscellaneous Materials*: collect enough samples sufficient to determine the asbestos content

7.0 Overview of Findings

Asbestos was reported within the following materials:

RESIDENCE

- The fibrous wall/ceiling paneling located throughout both levels of the residence
- The fibrous material located on the ceilings above the fibrous ceiling paneling
- The 12"x12" resilient floor tile located on the kitchen floor
- The 9"x9" resilient floor tile located on the bathroom and hallway to the bathroom floors
- The tan, pink and green exterior transite siding

GARAGE

- The pink and green exterior transite siding
- The white window caulk

DSC collected a total of thirty-one (31) asbestos bulk-samples of eighteen (18) homogeneous areas.

Table 1 below describes the materials composing each homogeneous area as well as the locations of each bulk-sample collected. Also listed is the classification, condition, friability and estimated quantity of material to be removed and/or disturbed, as well as the asbestos content within each bulk-sample. Please see Appendix B: Analytical Data for the layer break-down of each bulk-sample.

TABLE 1

HA #	Sample ID	Material Description	Sample Location	Material Classification	Material Condition	Estimated Quantity	Material Friability	Asbestos Content
1	FIB1-1	Fiberboard Paneling w/Paint & Texture	Rear Porch/Laundry Room Wall N Wall	SM	D	~3,000 ft ²	Friable	2% CHRY
	FIB1-2	Fiberboard Paneling w/Paint & Texture	Hallway Bathroom W Wall	SM	D	~3,000 ft ²	Friable	Assumed 2% CHRY
	FIB1-3	Fiberboard Paneling w/Paint & Texture	Living Room Ceiling	SM	D	~3,000 ft ²	Friable	Assumed 2% CHRY
	FIB1-4	Fiberboard Paneling w/Paint & Texture	Porch Ceiling	SM	D	~3,000 ft ²	Friable	Assumed 2% CHRY
	FIB1-5	Fiberboard Paneling w/Paint & Texture	Living Room Ceiling	SM	D	~3,000 ft ²	Friable	Assumed 2% CHRY
	FIB1-6	Fiberboard Paneling w/Paint & Texture	Upper S Bedroom Ceiling	SM	D	~3,000 ft ²	Friable	Assumed 2% CHRY
	FIB1-7	Fiberboard Paneling w/Paint & Texture	Upper N Bedroom Ceiling	SM	D	~3,000 ft ²	Friable	2% CHRY
2	FIB2-1	Fiberboard w/Paint & Texture	Garage Ceiling	SM	SD	~100 ft ²	Friable	ND
3	CEL1-1	Painted/Texture Cloth-like Material	Living Room Ceiling Above the Fiberboard Panel	SM	SD	Unknown	Friable	2% CHRY
4	INS1-1	Brown Insulation	Rear Porch/Laundry Room Wall Cavity	MM	D	Unknown	Friable	ND
5	BKSPLSH1-1	Green Sheet Vinyl	Kitchen Counter Backsplash	MM	G	~100 ft ²	Friable	ND
6	FT1-1	12"x12" Resilient Floor Tile & Mastic	Kitchen Floor	MM	D	~100 ft ²	Non-Friable	4% CHRY
	FT1-2	12"x12" Resilient Floor Tile & Mastic	Kitchen Floor	MM	D	~100 ft ²	Non-Friable	2% - 4% CHRY
7	FT2-1	9"x9" Resilient Floor Tile & Mastic	Bathroom Hallway Floor	MM	D	~100 ft ²	Non-Friable	4% CHRY
	FT2-2	9"x9" Resilient Floor Tile & Mastic	Bathroom Floor	MM	D	~100 ft ²	Non-Friable	2% - 6% CHRY

8	FLOOR1-1	Sheet Vinyl Flooring	Rear Porch/Laundry Room Floor	MM	SD	~100 ft²	Friable	ND
	FLOOR1-2	Sheet Vinyl Flooring	Rear Porch/Laundry Room Floor	MM	SD	~100 ft²	Friable	ND
9	TRAN1-1	Tan Transite Panel	Residence Exterior E Wall	MM	G	~3,000 ft²	Non-Friable	20% CHRY
	TRAN1-2	Tan Transite Panel	Residence Exterior E Wall	MM	G	~3,000 ft²	Non-Friable	20% CHRY
10	TRAN2-1	Pink Transite Panel	Residence Exterior E Wall	MM	G	~3,000 ft²	Non-Friable	20% CHRY
	TRAN2-2	Pink Transite Panel	Garage Exterior S Wall	MM	G	~3,000 ft²	Non-Friable	20% CHRY
11	TRAN3-1	Green Transite Panel	Residence Exterior E Wall	MM	G	~3,000 ft²	Non-Friable	20% CHRY
	TRAN3-2	Green Transite Panel	Garage Exterior S Wall	MM	G	~3,000 ft²	Non-Friable	20% CHRY
12	SID1-1	Grey Shingle Siding	Garage Exterior W Wall	MM	G	~400 ft²	Non-Friable	ND
13	SID2-1	Grey Shingle Siding	Garage Exterior W Wall	MM	G	~400 ft²	Non-Friable	ND
14	EXTINS1-1	Tan Insulation	Residence E Exterior Wall	MM	D	Unknown	Friable	ND
15	ROOF1-1	Red/Green Roofing Shingle	Residence Roof	MM	SD	~1,500 ft²	Non-Friable	ND
	ROOF1-2	Red/Green Roofing Shingle	Residence Roof	MM	SD	~1,500 ft²	Non-Friable	ND
16	ROOF2-1	Red Roofing Shingle	Garage Roof	MM	SD	~600 ft²	Non-Friable	ND
17	FELT1-1	Black Felt	Residence Exterior Wall Under Transite	MM	SD	Unknown	Non-Friable	ND
18	CAULK1-1	White Window Caulk	Garage S Window	MM	SD	3 lf	Non-Friable	2% CHRY

HA - Homogeneous Area
ND - None-detect
TR - Trace, <1% Visual Estimate

G - Good
D - Damaged
SD - Significantly Damaged

CHRY - Chrysotile
ACT - Actinolite

SM - Surfacing Material
MM - Miscellaneous Material
TSI - Thermal System Insulation

8.0 Conclusion & Recommendations

ACM was identified within the areas of the residence and garage that were within the scope of the limited inspection and bulk-sampling performed on June 4, 2012; therefore, professional abatement activities are required to remove or disturb some of the above-referenced asbestos containing materials prior to the demolition of the building.

The friable wall and ceiling asbestos-containing materials in the residence will have to be professionally abatement prior to the demolition of the residence. The non-friable materials such as the floor tile, window caulk, transite siding may not have to be removed prior to demolition - see section 9.0 for more information.

9.0 Asbestos Abatement & Demolition Requirements

If ACM is to be removed or disturbed in a single-family residence, and the total quantity exceeds any of the regulatory trigger levels of 50 linear ft. on pipes, 32 ft² on other surfaces, or the volume equivalent of a 55-gallon drum, a CDPHE-certified General Abatement Contractor (GAC) is required to perform the work. The regulatory trigger levels within a commercial building are 260 linear ft. on pipes, 160 ft² on other surfaces, or the volume equivalent of a 55-gallon drum. In addition, formal notification to CDPHE prior to the abatement of ACM as well as air monitoring, visual inspections, and final air clearances by a CDPHE-certified Asbestos AMS is required. DSC can provide the client or building owner with a proposal for project design, abatement oversight and air monitoring upon request.

CDPHE regulations allow for the demolition of a building that contains non-friable asbestos-containing materials, such as caulking, mastic or resilient floor tiles. However, demolition must be completed without causing the non-friable ACM to be rendered friable. Burning a building with any ACM is prohibited. Operations such as sanding, cutting, crushing, grinding, pneumatic jacking, etc. of ACM are not permitted. Recycling of building materials such as concrete, metal, or wood that are bonded or contaminated with ACM, e.g. glue, caulking, or mastic is also prohibited. If any of the non-friable asbestos containing materials are to be recycled and rendered friable after demolition (i.e. crushing mastic-coated concrete), these materials must be abated of all ACM prior to shipping offsite for recycling.

OSHA regulations regarding occupational exposure during demolition activities is still mandatory. OSHA 29 CFR 1926.1101 requires that workers performing construction-related activities be protected from asbestos fibers in excess of the permissible exposure limit of 0.1 f/cc of air. Contractors are must comply with applicable provisions of OSHA 29CFR 1926.1101 during demolition and renovation activities. These OSHA provisions include, but are not limited to, PPE and respirators, personnel training, personal-exposure air monitoring, employee medical surveillance, wet removal methods, signage for regulated areas, etc.

10.0 Major Asbestos Spill Response

If ACM is significantly damaged and the total quantity exceeds the regulatory trigger levels, the area is deemed a "Major Asbestos Spill." The area is consequently subject to the requirements in Reg. 8, Section III.T.1. – *Major Asbestos Spills*, as outlined below. Additional asbestos air or dust sampling should also be conducted within the remaining areas not directly impacted by the Major Asbestos Spill to determine if asbestos-containing dust/debris has spread to adjacent areas. If asbestos fibers are found within any other areas or on building contents, they should be included in the scope of professional abatement and

decontamination. The following response actions must be followed per Colorado Reg. 8 when a Major Asbestos Spill occurs:

- Restrict access to the area and post warning signs to prevent entry to the area by persons other than those necessary to respond to the incident.
- Shut off or temporarily modify the air handling system to prevent the distribution of asbestos fibers to other areas.
- Immediately contact the Division by telephone, submit a notification in compliance with subsection III.E. (Notifications) and, if in an area of public access, apply for a permit in accordance with subsection III.G. (Permits).
- Be exempted from the requirements to have a certified Supervisor on-site at all times, until such time as the immediate danger has passed. Any cleanup or asbestos abatement that must occur after the immediate danger has passed shall be supervised by a person certified by the Division.
- Using certified Supervisors and certified Workers in accordance with section II. (Certification Requirements) of this Regulation, seal all openings between the contaminated and uncontaminated areas and establish none-detect air pressure within the contaminated area in accordance with paragraph III.J. (Air Cleaning and None-detect Pressure Requirements). This is to be accomplished using polyethylene sheeting to cover areas such as doorways, windows, elevator openings, corridor entrances, grills, drains, grates, diffusers and skylights.
- HEPA vacuum or steam clean all carpets, drapes, upholstery, and other non-clothing fabrics in the contaminated area, or discard these materials.
- Launder or discard contaminated clothing in accordance with subsection III.R. (Waste Handling).
- HEPA vacuum or wet clean all surfaces in the contaminated area.
- Discard all materials in accordance with subsection III.R. (Waste Handling).
- Following completion of subparagraph III.T.1.a. through III.T.1.i. above, comply with air monitoring requirements as described in subsection III.P. (Clearing Abatement Projects); air samples shall be collected aggressively as described in 40 C.F.R. Part 763, Appendix A to Subpart E (EPA 1995), except that the air stream of the leaf blower shall not be directed at any friable ACM that remains in the area and
- Comply with any other measures deemed necessary by the Division to protect public health.

11.0 Disclaimer & Limitations

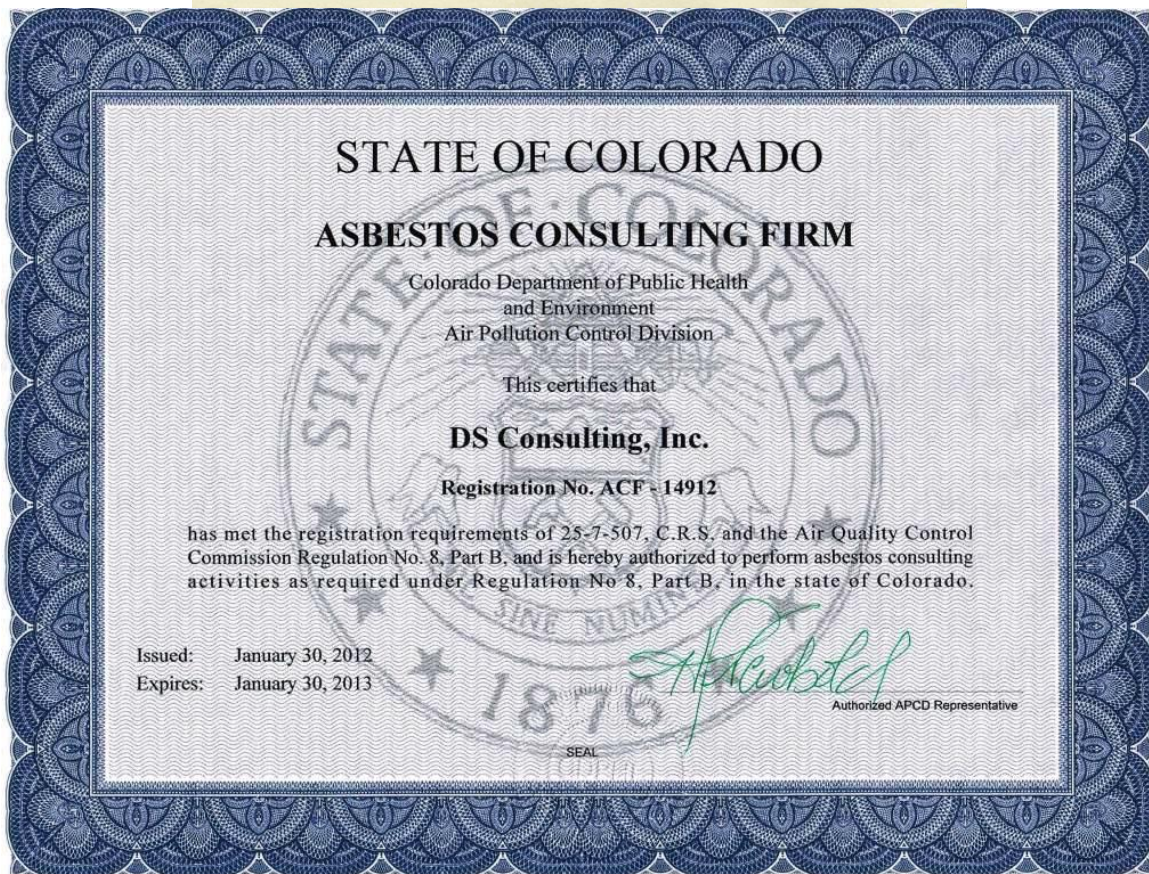
The activities outlined in this report were conducted in a manner consistent with a level of care and expertise exercised by members of the environmental consulting and industrial hygiene profession. All activities were performed in accordance with all applicable federal, state, and local regulations as well as generally accepted standards and professional practice. No warranty is either expressed or implied. DSC assumes no responsibility or liability for error in public information utilized, statements from sources other than DSC, or developments resulting from situations outside the scope of this project.

The details provided within this report outline the inspection activities on the date(s) indicated and should not be relied upon to represent conditions at a later date, the limited number of bulk-samples collected, and the laboratory results of those bulk-samples. The laboratory results contained in this report apply specifically to the materials in which bulk-samples were collected. The results do not include or apply to any other materials within the structure that were not sampled, but may contain asbestos; including materials that may be hidden or inaccessible. Additional inspection and bulk-sampling activities would be required to determine if any other materials contain asbestos.

This report has been prepared on behalf of and exclusively for use by the Client, with specific application to their project as discussed in the scope of work. The results of any surfacing material indicated in this report also includes any associated overspray of that material, e.g., under carpet, above suspended ceilings, etc. The information contained in this report is intended as supplementary material for abatement design and is not to be used as the scope of work for abatement activities, bidding or billing purposes. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. DSC can provide a full scope of work for abatement upon request. DSC does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report.

APPENDIX A

INSPECTOR & FIRM ASBESTOS CERTIFICATES



APPENDIX B

ANALYTICAL DATA



Report for:

Steve Shurtliff
DS Consulting, Inc.
5366 Flatrock Ct.
Morrison, CO 80465

Regarding: Project: 410 Broadway St. Eagle, CO
EML ID: 931299

Approved by:

Dates of Analysis:
Asbestos-EPA Method 600/R-93/116: 06-06-2012

Approved Signatory
Andrea Robarge

Service SOPs: Asbestos-EPA Method 600/R-93/116 (EPA-600/M4-82-020 (SOP 01264))

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the items tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data can be provided when requested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Document Number: 200091 - Revision Number: 5

EMLab P&K, LLC

EMLab ID: 931299, Page 1 of 8

Client: DS Consulting, Inc.
C/O: Steve Shurtliff
Re: 410 Broadway St. Eagle, CO

Date of Receipt: 06-05-2012
Date of Report: 06-06-2012

ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116

Total Samples Submitted:	31
Total Samples Analysed:	31
Total Samples with Layer Asbestos Content > 1%:	14

Location: FIB1-1, Laundry W

Lab ID-Version‡: 4149065-1

Sample Layers	Asbestos Content
Tan Fibrous Material	ND
Off-White Texture	2% Chrysotile
Yellow Paint	ND
Composite Non-Asbestos Fibrous Content:	80% Cellulose
Sample Composite Homogeneity:	Moderate

Location: FIB1-2, Hall W

Lab ID-Version‡: 4149066-1

Sample Layers	Asbestos Content
Tan Fibrous Material	ND
Orange Paint	ND
Composite Non-Asbestos Fibrous Content:	80% Cellulose
Sample Composite Homogeneity:	Moderate

Location: FIB1-3, Liv W

Lab ID-Version‡: 4149067-1

Sample Layers	Asbestos Content
Tan Fibrous Material	ND
Green Paint	ND
Composite Non-Asbestos Fibrous Content:	80% Cellulose
Sample Composite Homogeneity:	Moderate

Location: FIB1-4, Porch C

Lab ID-Version‡: 4149068-1

Sample Layers	Asbestos Content
Tan Fibrous Material	ND
White Texture	ND
Green Paint	ND
Composite Non-Asbestos Fibrous Content:	80% Cellulose
Sample Composite Homogeneity:	Moderate

The results relate only to the items tested. Interpretation is left to the company and/or persons who conducted the field work. The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government.

All samples were received in acceptable condition unless otherwise noted. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: DS Consulting, Inc.
C/O: Steve Shurtliff
Re: 410 Broadway St. Eagle, CO

Date of Receipt: 06-05-2012
Date of Report: 06-06-2012

ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116

Location: FIB1-5, U Bed W

Lab ID-Version‡: 4149069-1

Sample Layers	Asbestos Content
Tan Fibrous Material	ND
Green Paint	ND
Composite Non-Asbestos Fibrous Content:	80% Cellulose
Sample Composite Homogeneity:	Moderate

Location: FIB1-6, U Bed C

Lab ID-Version‡: 4149070-1

Sample Layers	Asbestos Content
Tan Fibrous Material	ND
Green Paint	ND
Composite Non-Asbestos Fibrous Content:	80% Cellulose
Sample Composite Homogeneity:	Moderate

Location: FIB1-7, U Bed C

Lab ID-Version‡: 4149071-1

Sample Layers	Asbestos Content
Tan Fibrous Material	ND
Blue Paint	ND
Off-White Joint Compound	2% Chrysotile
Cream Tape	ND
Off-White Texture	2% Chrysotile
Peach Paint	ND
Composite Non-Asbestos Fibrous Content:	80% Cellulose
Sample Composite Homogeneity:	Poor

Location: FIB2-1, Garage C

Lab ID-Version‡: 4149072-1

Sample Layers	Asbestos Content
Tan Fibrous Material	ND
Yellow Paint	ND
Composite Non-Asbestos Fibrous Content:	80% Cellulose
Sample Composite Homogeneity:	Moderate

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Re: 410 Broadway St. Eagle, CO

Date of Receipt: 06-05-2012
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ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116

Location: CEL1-1, Liv C

Lab ID-Version‡: 4149073-1

Sample Layers	Asbestos Content
Tan Fibrous Material with Brown Paint	ND
Off-White Texture	2% Chrysotile
Tan Paint	ND
Composite Non-Asbestos Fibrous Content:	50% Cellulose
Sample Composite Homogeneity:	Moderate

Location: INS1-1, Laund W

Lab ID-Version‡: 4149074-1

Sample Layers	Asbestos Content
Brown Insulation	ND
Composite Non-Asbestos Fibrous Content:	80% Glass Fibers
Sample Composite Homogeneity:	Good

Location: BKSPLSH1-1, Kitch W

Lab ID-Version‡: 4149075-1

Sample Layers	Asbestos Content
Brown Fibrous Material	ND
Yellow Paint	ND
Green Semi-Fibrous Material	ND
Yellow Adhesive	ND
Composite Non-Asbestos Fibrous Content:	15% Cellulose
Sample Composite Homogeneity:	Moderate

Location: FT1-1, Kitch F

Lab ID-Version‡: 4149076-1

Sample Layers	Asbestos Content
Tan Floor Tile	4% Chrysotile
Black Fibrous Material	ND
Black/Yellow Mastic	ND
Tan Wood	ND
Composite Non-Asbestos Fibrous Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

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C/O: Steve Shurtliff
Re: 410 Broadway St. Eagle, CO

Date of Receipt: 06-05-2012
Date of Report: 06-06-2012

ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116

Location: FT1-2, Kitch F

Lab ID-Version‡: 4149077-1

Sample Layers	Asbestos Content
Off-White Floor Tile	4% Chrysotile
Black/Yellow Mastic	2% Chrysotile
Sample Composite Homogeneity: Moderate	

Location: FT2-1, Hall F

Lab ID-Version‡: 4149078-1

Sample Layers	Asbestos Content
Beige Floor Tile	4% Chrysotile
Black Mastic	ND
Sample Composite Homogeneity: Moderate	

Location: FT2-2, Bath F

Lab ID-Version‡: 4149079-1

Sample Layers	Asbestos Content
Brown/Black Floor Tile	6% Chrysotile
Black Mastic	2% Chrysotile
Sample Composite Homogeneity: Moderate	

Location: FLOOR1-1, Laund F

Lab ID-Version‡: 4149080-1

Sample Layers	Asbestos Content
Off-White Flooring	ND
Black Fibrous Material	ND
Composite Non-Asbestos Fibrous Content:	20% Cellulose
Sample Composite Homogeneity: Moderate	

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ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116

Location: FLOOR1-2, Laund F

Lab ID-Version‡: 4149081-1

Sample Layers	Asbestos Content
Off-White Flooring	ND
Black Fibrous Material	ND
Composite Non-Asbestos Fibrous Content:	20% Cellulose
Sample Composite Homogeneity:	Moderate

Location: TRAN1-1, Pink Tex

Lab ID-Version‡: 4149082-1

Sample Layers	Asbestos Content
Tan Transite	20% Chrysotile
Sample Composite Homogeneity:	Good

Location: TRAN1-2, Pink Tex

Lab ID-Version‡: 4149083-1

Sample Layers	Asbestos Content
Tan Transite	20% Chrysotile
Sample Composite Homogeneity:	Good

Location: TRAN2-1, Pink No Tex

Lab ID-Version‡: 4149084-1

Sample Layers	Asbestos Content
Tan Transite	20% Chrysotile
Sample Composite Homogeneity:	Good

Location: TRAN2-2, Pink No Tex

Lab ID-Version‡: 4149085-1

Sample Layers	Asbestos Content
Tan Transite	20% Chrysotile
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116

Location: TRAN3-1, Green

Lab ID-Version‡: 4149086-1

Sample Layers	Asbestos Content
Green Transite	20% Chrysotile
Sample Composite Homogeneity: Good	

Location: TRAN3-2, Green

Lab ID-Version‡: 4149087-1

Sample Layers	Asbestos Content
Green Transite	20% Chrysotile
Sample Composite Homogeneity: Good	

Location: ROOF1-1, Residence

Lab ID-Version‡: 4149088-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Red & Green Pebbles	ND
Composite Non-Asbestos Fibrous Content:	20% Cellulose
Sample Composite Homogeneity: Moderate	

Location: ROOF1-2, Residence

Lab ID-Version‡: 4149089-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Red & Green Pebbles	ND
Composite Non-Asbestos Fibrous Content:	20% Cellulose
Sample Composite Homogeneity: Moderate	

Location: SID1-1, Garage

Lab ID-Version‡: 4149090-1

Sample Layers	Asbestos Content
Black Roofing Shingle with White & Green Pebbles	ND
Composite Non-Asbestos Fibrous Content:	15% Cellulose
Sample Composite Homogeneity: Moderate	

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C/O: Steve Shurtliff
Re: 410 Broadway St. Eagle, CO

Date of Receipt: 06-05-2012
Date of Report: 06-06-2012

ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116

Location: SID2-1, Garage

Lab ID-Version‡: 4149091-1

Sample Layers	Asbestos Content
Black Roofing Shingle with White Pebbles	ND
Composite Non-Asbestos Fibrous Content:	15% Cellulose
Sample Composite Homogeneity:	Moderate

Location: EXTINS1-1, Residence

Lab ID-Version‡: 4149092-1

Sample Layers	Asbestos Content
Tan Fibrous Material	ND
Black Semi-Fibrous Material	ND
Composite Non-Asbestos Fibrous Content:	25% Cellulose
Sample Composite Homogeneity:	Moderate

Location: ROOF2-1, Garage

Lab ID-Version‡: 4149093-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Red Pebbles	ND
Composite Non-Asbestos Fibrous Content:	15% Cellulose
Sample Composite Homogeneity:	Good

Location: FELT1-1, Residence

Lab ID-Version‡: 4149094-1

Sample Layers	Asbestos Content
Black Felt	ND
Composite Non-Asbestos Fibrous Content:	35% Cellulose
Sample Composite Homogeneity:	Good

Location: CAULK1-1, Garage

Lab ID-Version‡: 4149095-1

Sample Layers	Asbestos Content
Off-White Caulk	2% Chrysotile
Sample Composite Homogeneity:	Good

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