



**Town Board of Trustees
Tuesday, July 12, 2016
Public Meeting Room / Eagle Town Hall
200 Broadway
Eagle, CO**

*This agenda and the meetings can be viewed at www.townofeagle.org.
Meetings are also aired online at <https://vimeo.com/channels/townofeagle/>.*

6:00 PM – REGULAR MEETING CALLED TO ORDER

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.

PRESENTATION

1. NWCCOG Annual Report and Water Quality/Quantity Presentation Liz Mullen and Torie Jarvis

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.*

1. Minutes – June 28, 2016
2. June Bill Pay and Payroll

DISCUSSION, DECISIONS OR DIRECTION REQUESTED

1. RESOLUTION NO. 31 (Series of 2016) A Resolution Of The Board Of Trustees Town Of Eagle, Colorado Approving A Lease Agreement Between The Town Of Eagle And Mean Streets Boxing For Space In The Town Of Eagle Old Town Hall; And Authorizing The Mayor To Execute Said Agreement (*Leases were negotiated with both entities based upon criteria directed by Town Board, building costs and interest by both non-profit entities. See staff memo.*)
2. RESOLUTION NO. 32 (Series of 2016) A Resolution Of The Board Of Trustees Town Of Eagle, Colorado Approving A Lease Agreement Between The Town Of Eagle And Ute Springs Experiential Learning Center For Space In The Town Of Eagle Old Town Hall; And Authorizing The Mayor To Execute Said Agreement (*Leases were negotiated with both entities based upon criteria directed by Town Board, building costs and interest by both non-profit entities. See staff memo.*)



3. RESOLUTION NO. 33 (Series of 2016) A Resolution of the Board of Trustees of the Town of Eagle, Colorado Supporting the Agreement Between the Town of Eagle and The State Board of the Great Outdoors Colorado Trust Fund (*Resolution as requested by GOCO to finalize the School Play Yard Grant EVE received. Funds will be released shortly and construction should begin.*)
4. RESOLUTION 34 (Series 2016) A Resolution of The Board Of Trustees Of The Town Of Eagle, Colorado, Granting A Special Use Permit For Parcel 10, Eagle Park East Subdivision, Eagle Colorado, Town Of Eagle, County Of Eagle, State Of Colorado (*This item was approved at the June 28, 2016 TBOT Meeting, this Resolution formalizes the decision and grants the permit with conditions.*)

LAND USE

1. Project:	Rocky Mountain School of Discovery
File #:	SU16-01
Applicant:	Anne Helene Garberg
Location:	409 Brooks Lane
Staff Contact:	Matt Farrar (Assistant Town Planner)
Request:	Special Use Permit to allow operation of a pre-school and educational facility.
Project:	Rocky Mountain School of Discovery
	<i>(The hearing on the Rocky Mtn Discovery School was continued by the Board of Trustees from their meeting on June 14. The hearing was continued so that additional information pertaining to the file could be compiled. Additional information requested by the Trustees at the July 14 hearing included a traffic study, cost estimates for railroad crossing improvements and improvements to Brooks Lane, a student drop-off and pick-up plan, input from emergency service providers and input from the Public Utilities Commission (PUC))</i>
2. Project:	Sylvan Circle Development Plan
File #:	DR16-03
Applicant:	Jonathon Werner (Eagle Sylvan, LLC)
Location:	58 Sylvan Lake Road
Staff Contact:	Tom Boni (Town Planner)
Request:	Development Review for a 42-unit townhome project on 4.67 acres.
	<i>This item is requested to be continued until the July 26, 2016 Town Board Meeting</i>
3. Project:	Second Street Suites Hotel
File #:	DR15-05
Applicant:	Daniel Ritsch (Wall Street Family Partners, LLC)
Location:	120 Second Street & 214 Wall Street
Staff Contact:	Tom Boni (Town Planner)
Request:	Major Development Plan review of a 23-unit boutique hotel.



	<i>Applicant is requesting continuance to July 26, 2016</i>
4. Project:	Second Street Suites Hotel
File #:	MS15-02
Applicant:	Daniel Ritsch (Wall Street Family Partners, LLC)
Location:	120 Second Street & 214 Wall Street
Staff Contact:	Tom Boni (Town Planner)
Request:	Minor Subdivision to consolidate two tax lots into one larger lot.
	<i>Applicant is requesting continuance to July 26, 2016</i>

STAFF UPDATES AND REQUESTS

Manager’s Report and Staff Reports

Eagle River Corridor Project Update *(Staff will answer questions and attempt to provide current updates on project goals, timelines and budget.)*

November Election Topic Update – SB152 Broadband, Marijuana Excise Tax and Public Notice Publication Requirements

- Draft Resolution for Broadband
- Draft Resolution for Publication of Ordinances by Title Only and CML Information on Ballot Language
- Draft Resolution for Municipal Excise Tax on Marijuana Cultivation Facilities

2016 First Quarter Sales Tax Reports

- Highest Returns are now
- Returns are up 14% over 2015 through May 2015 and up 25% over 2014
- Best year prior to now was 2008

Memo on Public Use of Town Owned Facilities (Studio) and Staff Recommendation *(Town Clerk reviewed current policies and usage of Pavilion Campus and Brush Creek Park. This area sees heavy rental and public activity uses that would be impacted by additional full-time occupancy of the Studio.)*

Joint Work Session with Planning and Zoning Commission *(As discussed during Board retreat, setting up a joint session to discuss planning items, process and coordination of responsibilities)*

Recreation Committee Update *(Committee has had two meetings, however, with timing of special projects and limited resources, staff is requesting postponement of committee to 2017 to obtain further direction on committee goals, feasibility, and 2017 budget review.*

Correspondence:



- Eagle County Commissioners Public Opinion Survey – Affordable Housing & Childcare (*Information received at recent Mayor Manager’s Meeting at Eagle County*)
- Multijurisdictional Housing Authority in Eagle County
- Mayor/Manager’s Meeting Topics from July 1st
- Vacation Home Rental Best Practices Report
- July 4th Correspondence from Gypsum (*We are reaching out to Eagle Fire to determine if we have alternate locations for fireworks to choose from for 2017. It has been suggested to try and duplicate community event Gypsum did and possibly host at Brush Creek Park.*)

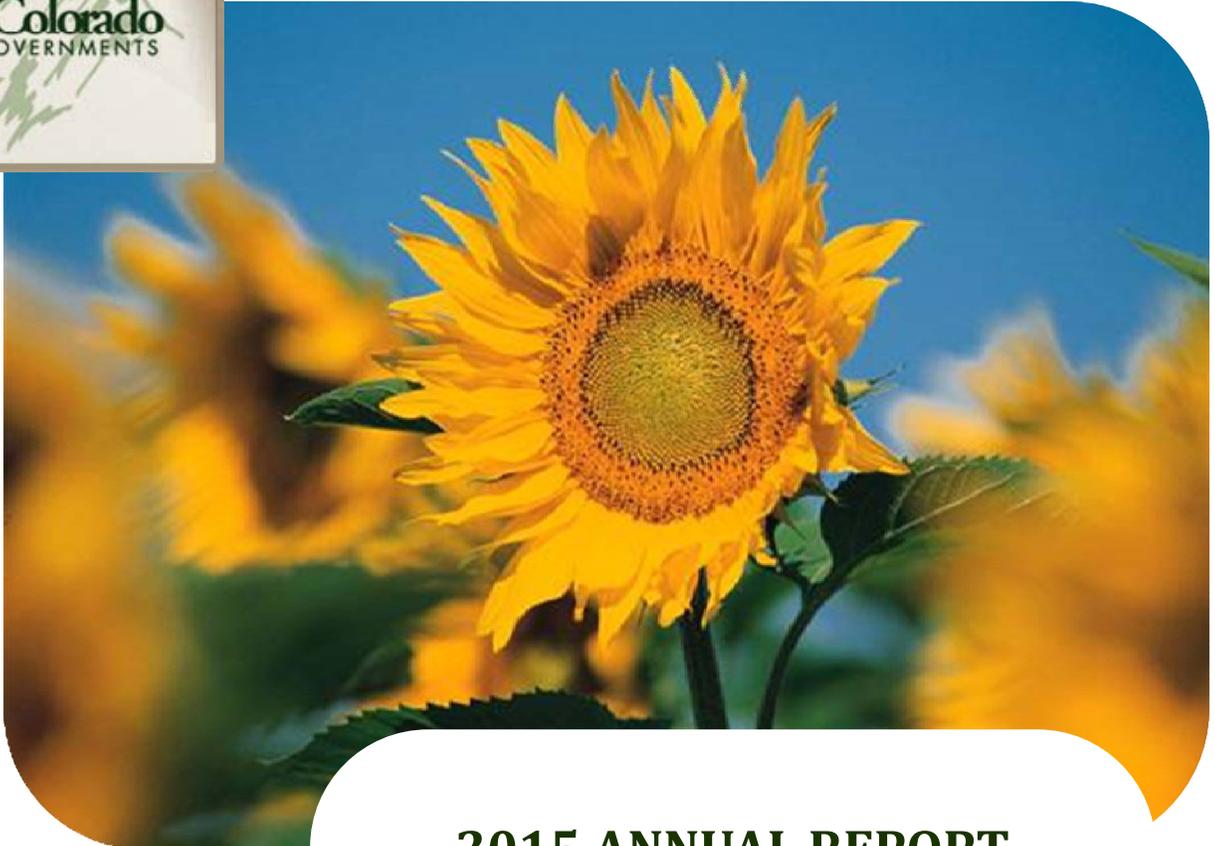
BOARD DISCUSSION AND FUTURE AGENDA ITEMS

Mayor’s Update

ADJOURN

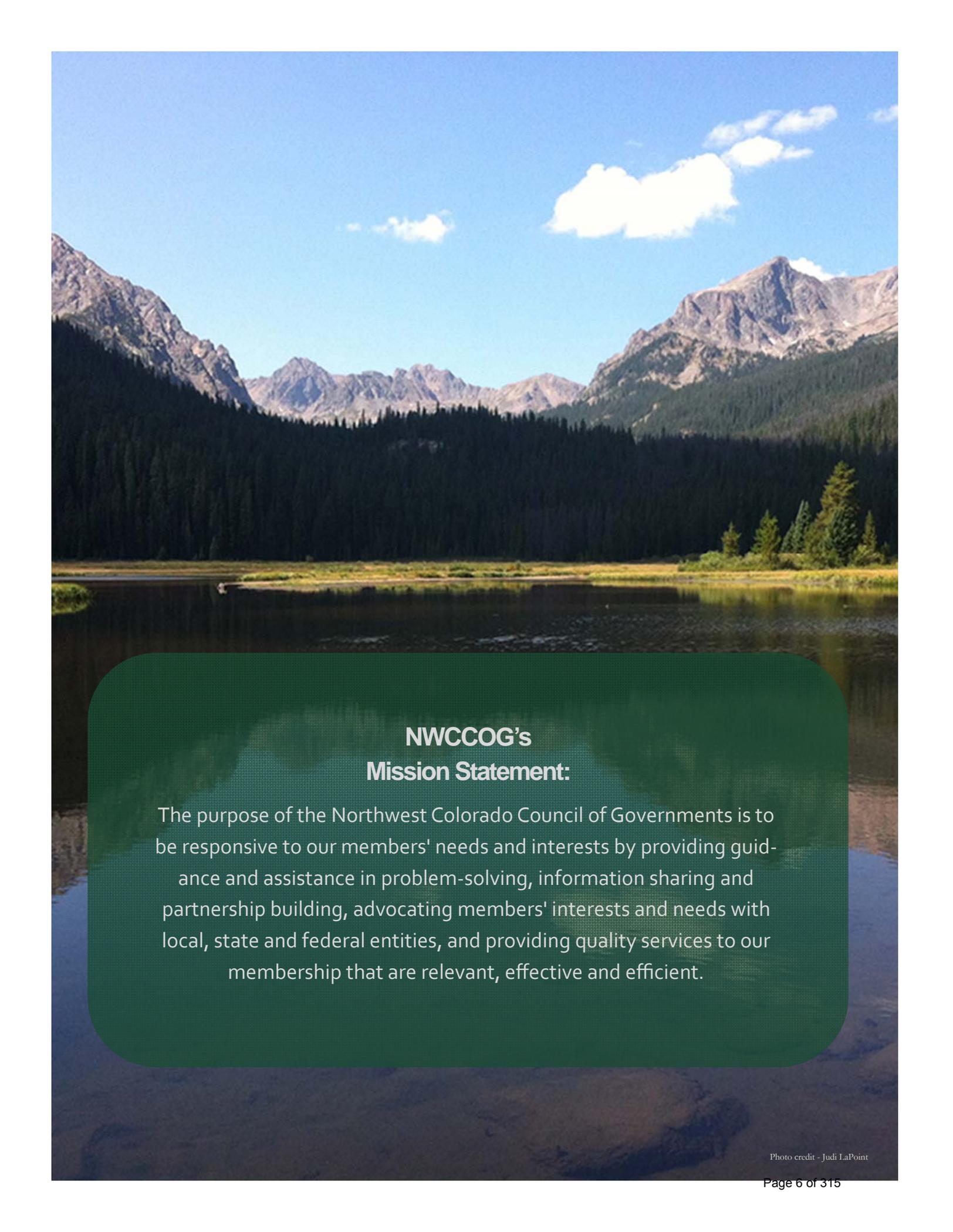
I hereby certify that the above Notice of Meeting was posted by me in the designated location at least 24 hours prior to said meeting.

Jenny Rakow, CMC Town Clerk



2015 ANNUAL REPORT

Northwest Colorado Council of Governments
Working together has its benefits!



**NWCCOG's
Mission Statement:**

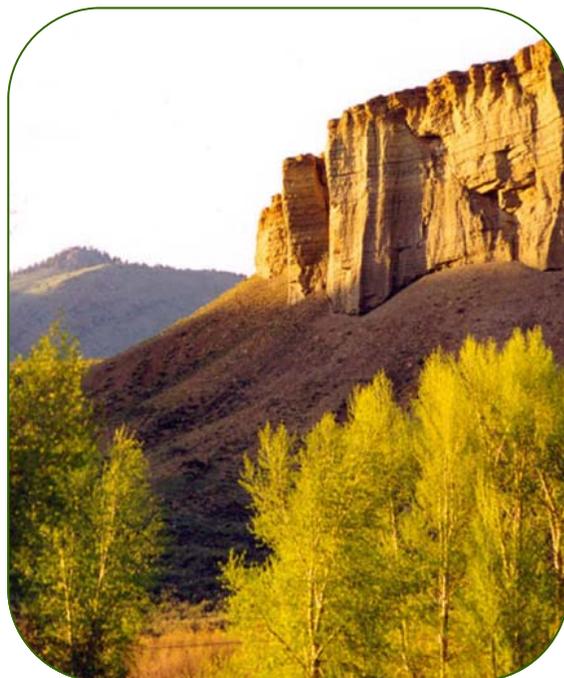
The purpose of the Northwest Colorado Council of Governments is to be responsive to our members' needs and interests by providing guidance and assistance in problem-solving, information sharing and partnership building, advocating members' interests and needs with local, state and federal entities, and providing quality services to our membership that are relevant, effective and efficient.

Spring is one of my favorite times of year – in part because I enjoy the promise of new growth in our surrounding country-side and in part because it’s the time we look back to the previous year to recount our accomplishments.

As I look back on 2015, not only was it a year of growth - with new projects and new staff, it was also a year of strengthening and improving our regional programs. We continue to fine-tune our services to ensure we are meeting the needs of our member jurisdictions and their citizens. As in years past, we have had significant impacts in Region 12 and the surrounding regions through partnerships and collaborative efforts of the entire team.

As you read through this report, there are many accomplishments of which we are very proud.

Here is just a small sample:



MESSAGE FROM THE EXECUTIVE DIRECTOR

The Alpine Area Agency on Aging added two new services: Medicare counseling and volunteer coordination for the Alpine Retired and Senior Volunteer Program (RSVP). These programs provide information and opportunities for our residents to be informed and involved.

The Mountain Ride Call Center completed a successful first year of regional transportation coordination. The number of rides coordinated through the call center exceeded expectations and continues to grow. Through the efforts of 8 agencies in 7 counties, we coordinated 4,864 rides (one way) to essential appointments.

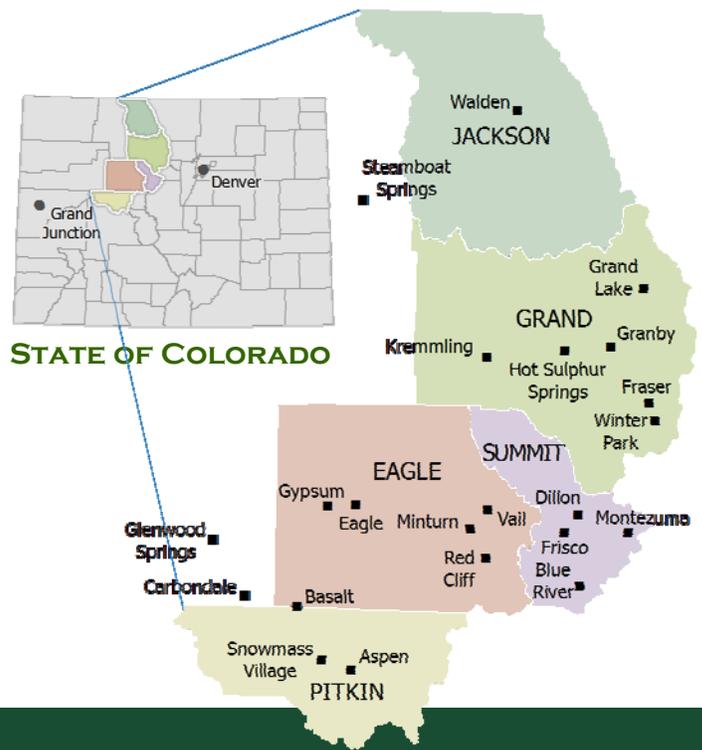
The Elevator Inspection Program hired and has been training two new inspectors to meet the increasing demand for both new and existing conveyance inspections. Because there is no formal training program, they must be trained on the job by a QEI certified inspector for a minimum of 12 months before they are eligible to sit for the Qualified Elevator Inspector (QEI) test. The number of elevators inspected in our service area increased by 114 in 2015.

All of our improvements are focused on supporting our member jurisdictions in the areas they need it most and in serving our more vulnerable citizens in order to keep our communities, and our region, a great place to live and work. As always the success of NWCCOG’s programs is attributed to our members and partner organizations. We could never accomplish this much, and be this successful, without them. Working together has its benefits!

Liz Mullen
Executive Director
NWCCOG



Northwest Colorado Council of Governments (NWCCOG) is a voluntary association of county and municipal governments that believes in the benefits of working together on a regional basis. NWCCOG serves twenty seven member jurisdictions in a five-county region. It is located in the northwest portion of Colorado just west of the Front Range, and includes the counties of Eagle, Grand, Jackson, Pitkin and Summit. NWCCOG is the region designated by the State of Colorado as State Planning and Management Region 12. It is in the heart of the Rocky Mountains and is characterized by its mountainous terrain and very high elevation. Most of the area is located among the high peaks of the Colorado Rockies.



THE REGION

The region is bordered in the East by the Continental Divide, in the north by the State of Wyoming, to the west by Garfield County, and to the South by the Elk Mountain Range in Pitkin County.

The region is described by its rural character and tourism-oriented economy. A main section of the region has I-70, the State's main east-west transportation corridor, running through it. This enhances the proximity of the region to Denver/Front Range metropolitan communities. This proximity to a large metropolitan

area has contributed greatly to the region's popularity as a mountain recreational area.

The region's economy has transformed over time from a combination of mining and agriculture in its early history (1800's) to recreational tourism today. The quality of life, the mix of local businesses, a skilled work force, a beautiful natural setting, and the international name recognition provided by world-class ski resorts are invaluable underpinnings unique to the region's economy.



Photo credit: Judi LaPoint

The Northwest Colorado Council of Governments Economic Development District (NWCCOG EDD) promotes and coordinates economic development efforts throughout the 5-county region. Our mission is to be a regional leader, working cooperatively with the private and public sectors to enhance the economic conditions and improve the region's economic prosperity. The NWCCOG—EDD brings together the essential partners from all sectors to determine the most appropriate strategies to advance the prosperity of the region.

NWCCOG EDD is led by a board of directors comprised of representatives from local governmental jurisdictions, private sector, and other economic development stakeholders. As a federally-designated district, the NWCCOG EDD receives annual funding from the Economic Development Administration (EDA).

RACHEL LUNNEY
 Director
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Health & Wellness Business Conference

ECONOMIC DEVELOPMENT DISTRICT

A LOOK BACK ON 2015...

Partnership with Small Business Development Center SBDC - 2015 was the second year NWCCOG EDD served as host to the NW Small Business Development Center (NWCOSBDC). We collaborate to promote, market, and deliver free business consulting services to small businesses and entrepreneurs. The SBDC expanded free business consulting services throughout the region and increased the number of business consultants available.

Colorado Fiscal Forum Mountain Region Session - In February the EDD hosted the Colorado Fiscal Forum Mountain Region Session, a program offered by the Colorado Fiscal Institute. It offers businesses, local governments, and other stakeholders valuable information on the state budget, federal and state tax structure, and how they impact the economic outlook for the coming year.

Leveraged Partnerships to Provide Growth Opportunities - NWCCOG EDD has partnered with the 2 co-working spaces in Frisco to help promote several of their programs which encourage entrepreneurialism including the Hour of Code, Start-up Weekends, Start-up Ski Summit; Start-up Bike Summit, and a stop on the Colorado Tech Tour. The EDD also partnered with the Health and Wellness Business Conference (May 2015) and Women's Small Business Conference (October 2015).

Kitchen Business Incubator Feasibility Study Completed - With the help of a Rural Economic Development Initiative (REDI) grant from the Colorado Department of Local Affairs (DOLA) the EDD completed this important study. The next step will be to present the findings to the newly-formed SBDC Advisory Committee for input and direction.

SBDC QUANTIFIABLE DELIVERABLES

- Total Clients: 166
- Number of client sessions: 423
- Average # hours spent per client : 3.93
- Number of business consultants: 7
- Held 2 business conferences:
 - Health and Wellness Business Conference
 - Women's Small Business Conference

KEY COMMUNICATION STATISTICS

- Website hits: 2014- 1,313 2015- 5,994
- Number of resources bulletins sent out - 13
- Reach of EDD Resources bulletins:
 - NWCCOG EDD email list – 270 businesses; 250 economic development stakeholders
 - NWCOSBDC email list - 1,500
 - Vail Valley Partnership - 2,500
 - Grand County ED list - 850
 - Summit County Chamber - 650



STEVE ALLEN

Director

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The Elevator Inspection Program (EIP) inspects and issues permits for commercial and residential conveyances (elevators, lifts, dumbwaiters, and escalators) to ensure safe conveyances throughout the region. The program has been in place since 1993.

In July 2008, NWCCOG entered into an Memorandum Of Understanding (MOU) with the Colorado Department of Labor and Employment - Division of Oil and Public Safety as the Authority Having Jurisdiction under the Elevator and Escalator Certification Act.

NWCCOG member jurisdictions are invited to sign a Letter of Agreement with NWCCOG, committing to adopt the elevator codes for conveyances. NWCCOG’s elevator inspectors work cooperatively with each jurisdiction’s building department to implement the program in that jurisdiction. The EIP now serves Clear Creek, Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Routt, and Summit Counties, which includes most of the cities and towns within those counties.

ELEVATOR INSPECTION PROGRAM

A LOOK BACK ON 2015...

A Year of Change - Former Director Gene Morse announced his desire to step down in 2014. In early 2015, Steve Allen was promoted to Director of the program. Steve was an elevator inspector for NWCCOG for 9 years prior to taking on the responsibilities of Director. Gene remains on the team as a part-time inspector to help out with the busy schedule.

A year of Growth - The region experienced an increase of 114 new elevators.

Geolocation Mapping for All Elevators - During 2015, the team worked to provide Geographic Information Systems (GIS) map locations for all elevators, including a link to all inspection reports for each elevator. It was a monumental task and the team did an excellent job stream-lining the process to manage all of the reports. The Elevator Inspection Site Finder is available on the NWCCOG website’s Elevator Inspection Program page.



TOTAL ELEVATORS INSPECTED IN 2015:

Eagle County	261
Town of Basalt	34
Town of Eagle	29
Town of Gypsum	18
Town of Minturn	2
Town of Red Cliff	2
Town of Vail	288
Grand County	7
Town of Fraser	9
Town of Granby	14
Town of Grand Lake	6
Town of Hot Sulphur Springs	3
Town of Kremmling	4
Town of Winter Park	54
Town of Walden	1
City of Aspen	255
Summit County	121
Town of Dillon	24
Town of Frisco	42
Town of Carbondale	28
City of Glenwood Springs	99
City of Steamboat Springs	164
Non-Members w/in Region	12
Jurisdictions Outside Region	122
TOTAL	1,837

Weatherization, also known as the Energy Management Program, weatherizes low and moderate income homes to reduce fuel consumption and heating costs. Services include insulation, caulking, weather-stripping, the installation of storm windows, new energy-efficient furnaces and refrigerators, and safety checks.

NWCCOG is a local administering agency under the Weatherization Assistance Program, and is under contract with the Colorado Energy Office (CEO) Weatherization Program. Over the years Weatherization has helped preserve dozens of affordable housing units in the region. In addition to reducing energy consumption and heating costs, the weatherization process corrects any health and safety problems found, such as gas leaks and carbon monoxide problems. In addition to weatherizing homes within the NWCCOG region, NWCCOG also weatherizes homes in Chaffee, Clear Creek, Garfield, Lake, Moffat, Park, Rio Blanco, and Routt Counties, covering 24,079 square miles of northwest Colorado.



ENERGY MANAGEMENT PROGRAM - WEATHERIZATION

A LOOK BACK ON 2015...

A Year of Change - When the former Weatherization Director separated from the NWCCOG, his responsibilities were reorganized among two key team-members. Doug Jones ramped up his duties as Field Supervisor, and Nate Speerstra was promoted to Weatherization Program Specialist. The team worked as a cohesive unit to ensure all projects were managed with positive results.

Key Guidance -- The CEO has provided guidance that services should be prioritized based on certain key demographics: People over 60, Native Americans, homes with children under 5, single parents, and those with disabilities. There were 26 such people in the homes weatherized in Region 12 this year.

Energy Savings and MUCH MORE - The following applies to the 22 homes weatherized within Region 12: Weatherization efforts are expected to reduce warm air leakage. The average reduction is about 18.5% with one home realizing a 47% reduction! These reductions result in REAL savings.

Most importantly, the team performs health and safety checks on all homes at the initial audit and again at the conclusion of the job. During 2015, 31 health and safety issues were found on the homes in Region 12. Of those, 9 issues were fairly benign and could be fixed through properly venting a clothes dryer or putting a vapor barrier in a crawlspace. But 4 homes had gas leaks, 7 had flues needing repair and an amazing 11 had appliances producing unsafe levels of carbon monoxide. There were a total of 22 potentially life-threatening conditions that our crew found and fixed. In addition, all homes were left with a working carbon monoxide detector. While we don't have hard statistics from jurisdictions outside Region 12, experience shows the percentages are similar. It's no wonder our team gets great satisfaction from the work they do.

NUMBER OF HOMES WEATHERIZED IN 2015:

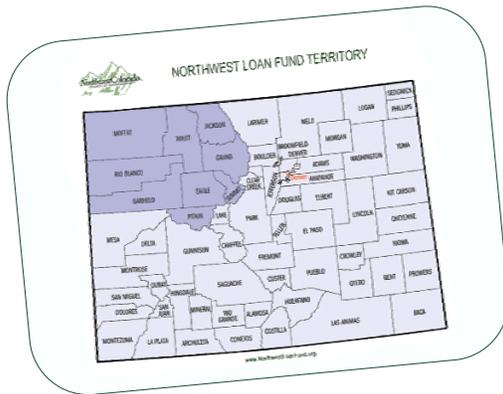
Town of Basalt	1
Town of Gypsum	1
Town of Edwards	2
Town of Grand Lake	1
Town of Hot Sulphur Springs	1
City of Snowmass	1
Town of Granby	2
City of Aspen	1
City of Carbondale	3
City of Glenwood Springs	2
City of Steamboat Springs	1
Unincorporated Eagle County	1
Unincorporated Grand County	5
Jurisdictions Outside Region 12	98
TOTAL	120

NATE SPEERSTRA

Weatherization Program Specialist

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The Northwest Loan Fund (NLF) offers business loans in the 9 Northwest counties of Colorado (Eagle, Garfield, Grand, Jackson, Moffat, Pitkin, Rio Blanco, Routt and Summit). The NLF loans money for expansion, acquisition, and start-up. Loans can be used for equipment, inventory, working capital, and business occupied Real Estate.

A LOOK BACK ON 2015...

Nine Businesses Benefit From NLF Loans

The loan fund made 9 loans and created more than 20 jobs.

ANITA CAMERON

Director of Business Lending

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Guidance and Education

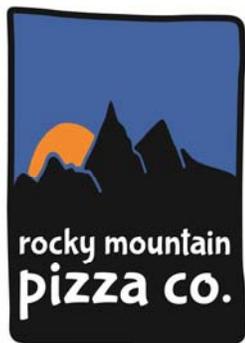
Anita Cameron, Director of Business Lending, speaks with every caller to guide them on the best lending options for their project. She also created a workshop for business owners called "Insider Tips for a Bullet Proof Loan Application" to help applicants understand the process. She conducts the workshop throughout the NLF Territory .

NORTHWEST LOAN FUND



A Sample of NLF Clients

- **Olive Ridley's Coffee & Tea** in Rifle, is an eclectic gathering place offering fresh, locally sourced ingredients and crafted coffee. They serve food, alcohol , and live music in the cozy atmosphere patrons refer to as homey. Olive Ridley's received funds for equipment, inventory, and employees.
- **DiamondOrganics** in Hayden, needed equipment and inventory to brew organic fertilizer used to build stronger soil -- providing nutrients that feed plants, making them healthier, while improving the quality of the soil.
- **Vape Dispensary** is an electronic cigarette boutique in Eagle, offering e-juice (nicotine and nicotine free) and vaping devices. Vape borrowed start-up funds.
- **7 Hermits Brewing Company** in Eagle, added a canning line to better serve their mountain biking community.
- **Rocky Mountain Pizza Company** in downtown Glenwood Springs, has clean fresh food and uses Colorado products. This family owned pizzeria borrowed for equipment and staff.
- **Double H Outfitters** in Craig, offers hunters the experience of a lifetime with quality food, great accommodations, knowledgeable guides, and superior hunts. Funding was provided for expansion.
- **Integrated Health and Wellness** in Glenwood Springs, has a unique approach to healthcare. Functional Medicine is synergistic with traditional medicine and the fact that the human body naturally wants to be healthy. Using scientifically grounded principles, the clinic strives to return the body's physiology back to a state of optimal functioning. Funding was received for expansion.



Because broadband internet services are so vital to regional and local economic development and quality of life, the NWCCOG continues to support the ongoing collaboration efforts to move the strategic plan forward. The Regional Strategic Broadband Plan, developed in 2013, remains the roadmap to support the efforts in Eagle, Grand, Jackson, Pitkin, Rio Blanco, Routt and Summit Counties, the City of Glenwood Springs, and the Town of Carbondale.



Nate Walowitz, the NWCCOG Regional Broadband Coordinator, continues to work with all participants, the State of Colorado Office of Information Technology, the Colorado Department of Local Affairs, and broadband providers to promote broadband service development and deployment.

The project continues to be funded by a grant from the Colorado Department of Local Affairs (DOLA) and matching funds from each participating county and local government.

NATHAN WALOWITZ
 Regional Broadband Coordinator
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Nwalowitz@nwccog.org

BROADBAND

A LOOK BACK ON 2015...

- **The Regional Broadband Steering Committee** worked with broadband users, broadband providers, and consultants to develop tactical projects to enhance broadband throughout the region. The NWCCOG broadband projects received \$ 5.36 million in DOLA Broadband Grant funds.
- **NWCCOG expanded direct dialog** with broadband providers and communities to identify and address needs, issues, and concerns.
- **Significant progress** was made throughout the region improving access to affordable, abundant bandwidth. This allowed a number of communities and businesses to create or improve redundant broadband network connections.
- **NWCCOG coordinated conversations** between our broadband stakeholders and CenturyLink on deploying FCC Connect American Fund Round 2 (CAF 2) money in our region. CAF 2 funding provides selected locations with 10 Megabit down/1 Megabit up service. While this does not meet the current FCC 25/3 broadband definition, it will assist those who have little or no internet access today.
- **NWCCOG worked with FirstNet Colorado** to ensure that public safety in NW Colorado and rural Colorado getting the next generation public safety communications services and radio coverage needed to support our communities.
- **We continue to be a leader** in broadband issues in Colorado. Working closely with Colorado DOLA, Colorado OIT, and other regional COGs.



Redcliff



COMMUNITY LIVING SERVICES DIVISION



Senior Day at the State Capitol

ERIN FISHER
Director
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The AAAA is the designated regional planning and service agency for aging services in Eagle, Grand, Jackson, Pitkin, and Summit Counties. Resources made available under the Older Americans Act and State funds are used to finance those activities necessary to achieve elements of a comprehensive and coordinated community-based system.

Services are for persons over the age of 60, especially those with the greatest social or economic need, and their family caregivers. Services offered by the AAAA are intended to assist older Americans to live independently and with dignity, in their own communities, by removing barriers and providing continual care for more vulnerable older adults.

In 2015, the Alpine Area Agency on Aging Served:
845 Unduplicated Consumers
35,982 Unduplicated Services

ALPINE AREA AGENCY ON AGING

A LOOK BACK ON 2015...



Senior Award Winners

Older Americans and Senior Awards Ceremony - This year's 27th annual Senior Awards Ceremony coincided with the 50th anniversaries of the Older Americans Act and Medicare. Appropriately, the theme was *Get into the Act*. The event was held on May 20th and recognized the outstanding leadership and contributions in our region by seniors and friends of seniors. There were more than 80 members in attendance, including representatives from the Administration for Community Living, the State Unit on Aging, the Colorado Commission on Aging, and elected representatives.



Caregiver Conference

Caregiver Conference - The 7th Annual Caregiver Conference's theme was *From the Heart / Through the Hands* and was held at the Glenwood Springs High School on June 23rd. The topics were diverse and included presentations by Dr. Sara Honn Qualls, *How Do You Know When It's Time?*, Kim Bundy-Fazioli, *Mindfulness or Mindlessness: Why Does It Matter?* and *Tips for Caregivers*, by Sara Engels. Breakfast by Haute Plate was provided to attendees, as well as free massages, exercise activities, paraffin hand dips, and facials.

The Colorado Dental Health Care Program for Low-Income Seniors is a grant that the AAAA received in July from the Department of Health Care Policy and Finance. This program provides dental services to adults 60+ who qualify financially. We provided dental services for twelve seniors in 2015 through this program.



20,603
Congregate
Meals Served



5,551
Home
Delivered
Meals Served

New AAAA Director - After eleven years of service, Jean Hammes stepped down to pursue new adventures. She was an asset to the NWCCOG and to Colorado's aging network. Erin Fisher, former AAAA program specialist, became the new Director in December 2015. Amanda Rens-Moon is the new AAAA Program Specialist. Two new programs were also added to the AAAA: the Retired and Senior Volunteer Program (RSVP) Grant managed by CJ Grove (see page 11), and the State Health Insurance Assistance Program (SHIP) Medicare counseling managed by TJ Dufresne. This program began July 2015 when TJ began to acquire training and develop processes. Even with the measured start-up, assistance was provided for 169 individual Medicare beneficiaries and 216 Medicare contacts in 2015.

COMMUNITY LIVING SERVICES DIVISION

In April 2015, NWCCOG was awarded the Corporation for National and Community Service grant to administer the Retired and Senior Volunteer Program (RSVP) in Eagle County. The program was previously administered by Eagle County Public Health and Environment under the name Eagle County RSVP - in June the program name was changed to Alpine Area RSVP. This program utilizes volunteers who are 55 and older to do work in their community in seven focus areas: Capacity building, Disaster services, Economic opportunity, Education, Environmental stewardship, Health Futures and Military family/Veteran services.

Since April 2015, this program has recruited 96 volunteers who have completed 9,960 hours in service to the community. The Nonprofit Times estimates that one hour of volunteer service is equivalent to a \$23.07 hourly wage making the contribution from this program in Eagle County \$229,776.97 so far.

CJ GROVE

Volunteer Coordinator

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Volunteer Meeting in Edwards

RETIRED & SENIOR VOLUNTEER PROGRAM

A LOOK BACK ON 2015...

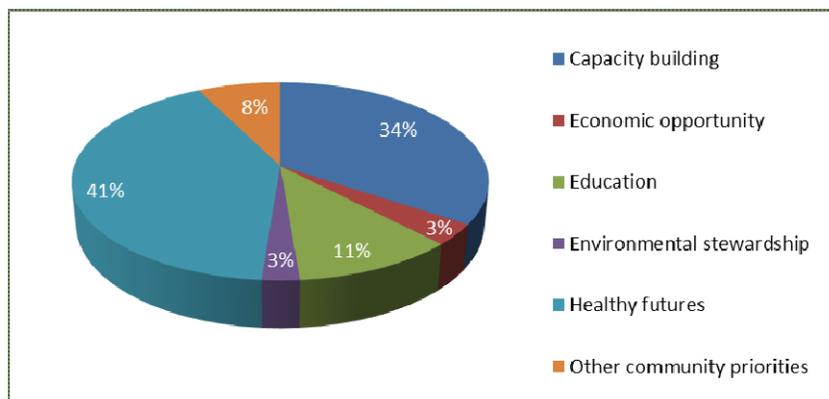
The service hours worked are categorized as follows:

- 3,419.65 hours of **Capacity Building** or fundraising for local nonprofit organizations. Most of these hours were given to the Eagle Valley Community Fund during their rummage sale in August.
- 342 **Economic Opportunity** hours, building homes for low income families with Habitat for Humanity.
- 1,089 hours of **Education** services working in schools and museums.
- 249.75 hours helping with **Environmental Stewardship** including clean up of ecosystems and highways as well as working in community gardens.
- 4,114.83 **Healthy Futures** hours which includes services to older adults that allow them to age in place, provide access to care, and work with obesity and food issues. These services include: transportation, meal services and delivery, and companionship services.
- There has also been 742.75 hours spent in **other community priorities** such as crocheting blankets for the hospital, senior care facilities and support of Hospice Care facilities.



Volunteer at Eagle Rummage Sale

"Since April 2015, this program has recruited 96 volunteers who have completed 9,960 hours in service to the community."



COMMUNITY LIVING SERVICES DIVISION



SUSAN JUERGENSMEIER
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The Regional Transportation Coordinating Council (RTCC) was formed as a result of Rural Resort Region's initiative - *Seniors in Our Mountain Communities: Challenges and Opportunities*. This project identified the gaps in transportation services; traveling within counties and traveling across county boundaries to access healthcare facilities and other services. In response, the RTCC was formed to be the coordinating council for a 7-county rural area of northwest Colorado including Eagle, Garfield, Grand, Jackson, Pitkin, Routt, and Summit Counties.

The RTCC works to improve transportation options for veterans, older adults, people with disabilities, and low-income adults. Our focus is on coordinating the existing public and private transit providers with other human services providers in a system that is easily available to individuals from anywhere in the region.

The original goals proposed by the RTCC have been met with the development of the Mountain Ride (One Call/One Click) Transportation Resource Center and a regional billing project for Medicaid Non-Emergent Medical Transportation (NEMT).

REGIONAL TRANSPORTATION COORDINATING COUNCIL

2015 One-Way Trips By County

Eagle	694
Grand	1,137
Jackson	23
Park	153
Pitkin	433
Routt	1,713
Summit	711
TOTAL	4,864

A LOOK BACK ON 2015...

Celebrating an Anniversary - In August the Mountain Ride Transportation Resource (One Call/One Click) Call Center celebrated its first year of operation. The Call Center is funded in part by the Federal Transit Administration (FTA) Colorado Department of Transportation (CDOT) Veterans Transportation and Community Living Initiative (VTCLI) grant.

Trip Numbers Growing - During the past year, 4,864 one-way trips were coordinated and booked through the Mountain Ride Call Center. Most were part of the regional NEMT Medicaid billing project. This project is a pilot demonstration coordinated with Colorado Department of Healthcare Policy and Finance and Human Services Departments of participating counties within our region and NWCCOG.

Participation with Colorado Gives Day - On December 8th the Mountain Ride Transportation Resource Center through the NWCCOG Foundation, Inc. participated in Colorado Gives Day. The cost of providing regional medical trips averages \$150 per trip, and for many the cost of such travel can become overwhelming. Funds generated through Colorado Gives Day donations will assist such individuals with travel coordinated through the call center.



RTCC Board Celebrating 1st Anniversary

2015 Trip Count by Agency - One-way	Trips
Grand County Council on Aging	440
Northwest Colorado Center for Independence	88
Self Drive	4,293
Park County Health and Human Services	12
Summit Seniors	18
Alpine RSVP - Eagle	4
Alpine RSVP - Vail Minturn	3
Garfield Vet-Trans	6
Trip by Agency Total:	4,864

The Northwest All-Hazards Emergency Management Region (NWAHEMR) consists of the ten counties located in Northwest corner of Colorado. It is comprised of Eagle, Garfield, Grand, Jackson, Mesa, Moffat, Pitkin, Rio Blanco, Routt and Summit Counties. The Executive Board made up of each county's Emergency Manager, meets on a regular basis to develop strategies to improve the emergency preparedness of the region through the use of homeland security grant funds from the State through the U.S. Department of Homeland Security. NWCCOG provides fiscal management and program coordination for the NWAHEMR.

A LOOK BACK ON 2015...

Risk Assessment Completed - The regional Threat and Hazard Identification and Risk Assessment (THIRA) process to identify capability targets and resource requirements necessary to risks was completed, along with an updated Regional Strategic Plan.



Strawberry Fire Near Meeker

NORTHWEST ALL-HAZARDS EMERGENCY MANAGEMENT REGION

Credentials Tracking System Implemented - Emergency response personnel in ten counties trained and implemented the credentialing process that aligns with the State's new system. Under this system, first responders are provided with identification cards that are scanned when they report to an incident and equipment is tagged with identification. This scanning provides immediate information on the qualification and location of the individual and the equipment delivered to the incident, emergency, or training and exercise. Training took place in Rifle on the basic operation, functionality and uses of the Dragonfly software to produce an All-Hazards type Incident Plan or Event Action Plan.

Additional Equipment Purchased - Under the 2015 grant, upgrades, mobile apps, and identification cards were purchased for the credentialing project. Public works has two mobile generators/light plants that are to be housed in Craig and Rifle so first responders in the region can have access to the lights during nighttime responses. The NW region healthcare, coroners, EMS, and Public Health Function groups purchased two Porte Count Quantitative Respirator Fit Testers to be placed in Summit and Garfield Counties so agencies can test various types of respirators. Additionally, they purchased MAXAIR powered air purifying respirators to optimize respiratory protection against airborne particulates. This equipment is ideal for transport, patient care in Emergency Departments, or in-patient units. The Animal Rescue Response Team Trailer allows for the sheltering of pets and companion animals not allowed in Red Cross Shelters. The trailer will store the equipment and is deployable anywhere within the region to safely house pets in close proximity to the Red Cross Shelters.



Damage from Strawberry Fire

KIM CANCELOSI
NWAHEMR Coordinator
kcancelosi.nwc@gmail.com



The Water Quality and Quantity Committee (QQ) comprises municipalities, counties, water and sanitation districts, and conservancy districts in the headwaters region of Colorado located in Eagle, Grand, Gunnison, Park, Pitkin, and Summit Counties.

QQ's purpose is to facilitate and augment the efforts of member jurisdictions to protect and enhance the region's water quality while encouraging its responsible use for the good of Colorado citizens and the environment.

QQ monitors water development activities and participates in legislative and administrative proceedings that affect water quality or quantity in the basin of origin.

WATER QUALITY/QUANTITY COMMITTEE

LANE WYATT

970.485.0561

qqlane@nwccog.org

TORIE JARVIS

970.596.5039

qqwater@nwccog.org

A LOOK BACK ON 2015...

First-ever Colorado Water Plan & Land Use Nexus - Since 2013, QQ has been an active participant in the development of Colorado's first-ever Water Plan, developed by the Colorado Water Conservation Board (CWCB) and finalized at the end of 2015. Due in large part to QQ's efforts, the plan focuses on water conservation and stresses the importance of better integrating water supply planning and land use planning as primary tools to address the gap between future water supply and demand. The Plan also focuses on protecting Colorado's environmental and recreational values as an integral part of the State's economy.

Protecting local government authority - QQ participated in a rulemaking before the Colorado Oil and Gas Commission to implement recommendations stemming from the 2014 Governor's Task Force regarding the state and local regulation of oil and gas operations. QQ participated to ensure no erosion of local authority to regulate oil and gas, which potentially could affect local government authority to regulate for a host of other reasons including water quality protection.

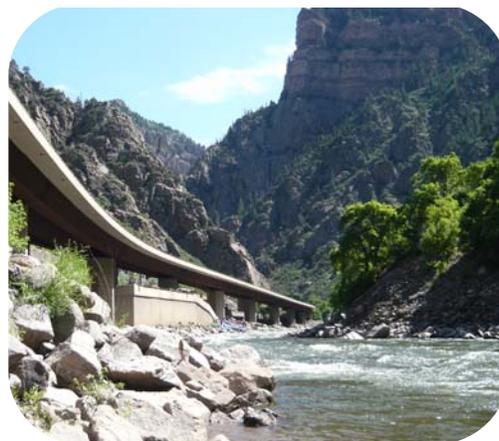
Cooperative adaptive management - QQ continued working with Watershed Services, QQ member local governments, and various other stakeholders to develop a memorandum of understanding to develop an attainable water clarity standard in Grand Lake. An agreement was signed in early 2016. QQ also continued participation in *Learning By Doing*, an adaptive management strategy for stream health and restoration in Grand County, in partnership with Grand County and Denver Water stakeholders.



NWCCOG has been the designated regional water quality management agency for the region since 1976. In that capacity, NWCCOG's Watershed Services completes and implements a water quality management plan for the NWCCOG Region, in compliance with Section 208 of the Clean Water Act.

The Watershed Service program also reviews development applications and local land use regulations to determine consistency and compliance with the 208 Plan.

There is a strong partnership between the NWCCOG's Watershed Services and the Water Quality Control Commission (WQCC) - a division of the Colorado Department of Public Health and Environment.



LANE WYATT

Director

970.485.0561

qqlane@nwccog.org

WATERSHED SERVICES

A LOOK BACK ON 2015...

Water Quality Control Commission Rulemaking - Watershed Services and QQ participated in the Regulation 93 Rulemaking. The purpose of this rulemaking is to determine stream segments whose classified uses are impaired. Impaired segments are placed on the 303(d) list requiring a plan to improve water quality and comply with protective water quality standards. Many segments in the NWCCOG Region were placed on the 303(d) list as a result of this rulemaking.

Grand Lake Clarity - Watershed Services and QQ are also involved in the development of a clarity standard for Grand Lake which will go to the WQCC in April 2016. Other stakeholders include Grand County, Northern Colorado Water Conservancy District and the Bureau of Reclamation. The issue is complex largely due to the operation of the Colorado Big Thompson project which pumps dirtier water from downstream sources into Grand Lake where it is released into the Adams Tunnel and diverted to the Big Thompson River near Estes Park. Grand Lake has Colorado's first and only water quality standard for the protection of water clarity in a lake, which is fitting as it is Colorado's largest natural lake and its location at the west entrance to Rocky Mountain National Park.

Review and Comments on Development Applications - Watershed Services continues to work with members to evaluate potential water quality implications of development applications, 1041 permit applications, wastewater treatment plant site applications, and other land use matters. In 2015 nine projects were sent to NWCCOG for review and comment.



In 2015, NWCCOG leveraged \$205,487 in member dues into total revenues of \$4.9 million for a variety of programs and services that benefitted the region. That is a 3% increase in total revenue over 2014 with \$8,018 less in dues!

NWCCOG members and the dues they pay make NWCCOG possible, and provide the infrastructure, staffing, and technical assistance to bring these vital programs to our region. Membership dues are a mere 4.2% of NWCCOG's total budget, but allow our region to be eligible to receive the federal funding (\$2.9 million) and state funding (\$852,256) to offer these regional programs and services, funding that individual jurisdictions are not eligible for on their own.

RETURN ON MEMBERS' INVESTMENT

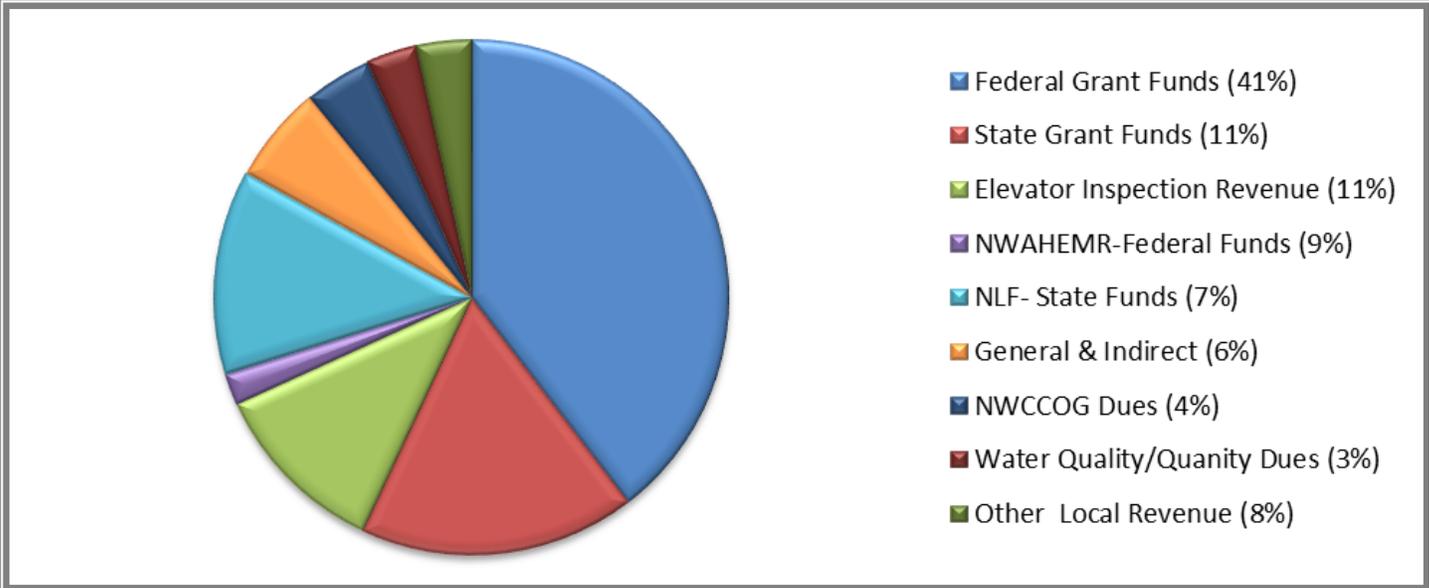
**NWCCOG
Member Dues
\$205,487**

**FEDERAL & STATE FUNDS
AND OTHER REVENUE
\$4,889,665**

- ◆ U.S. Department of Energy
- ◆ U.S. Department of Health & Human Services (Older Americans Act Funds; LEAP Funds)
- ◆ U.S. Federal Transit Administration
- ◆ U.S. Department of Homeland Security
- ◆ Low-Income Energy Assistance Program (LEAP) Funds
- ◆ Colorado Energy Office (Severance Tax Funds)
- ◆ Colorado Department of Transportation
- ◆ Colorado General Fund (State Funds for Senior Services)
- ◆ Colorado Department of Local Affairs
- ◆ Colorado Office of Economic Development and International Trade
- ◆ Xcel Energy, Atmos Energy, SourceGas, Colorado Natural Gas, Holy Cross Electric

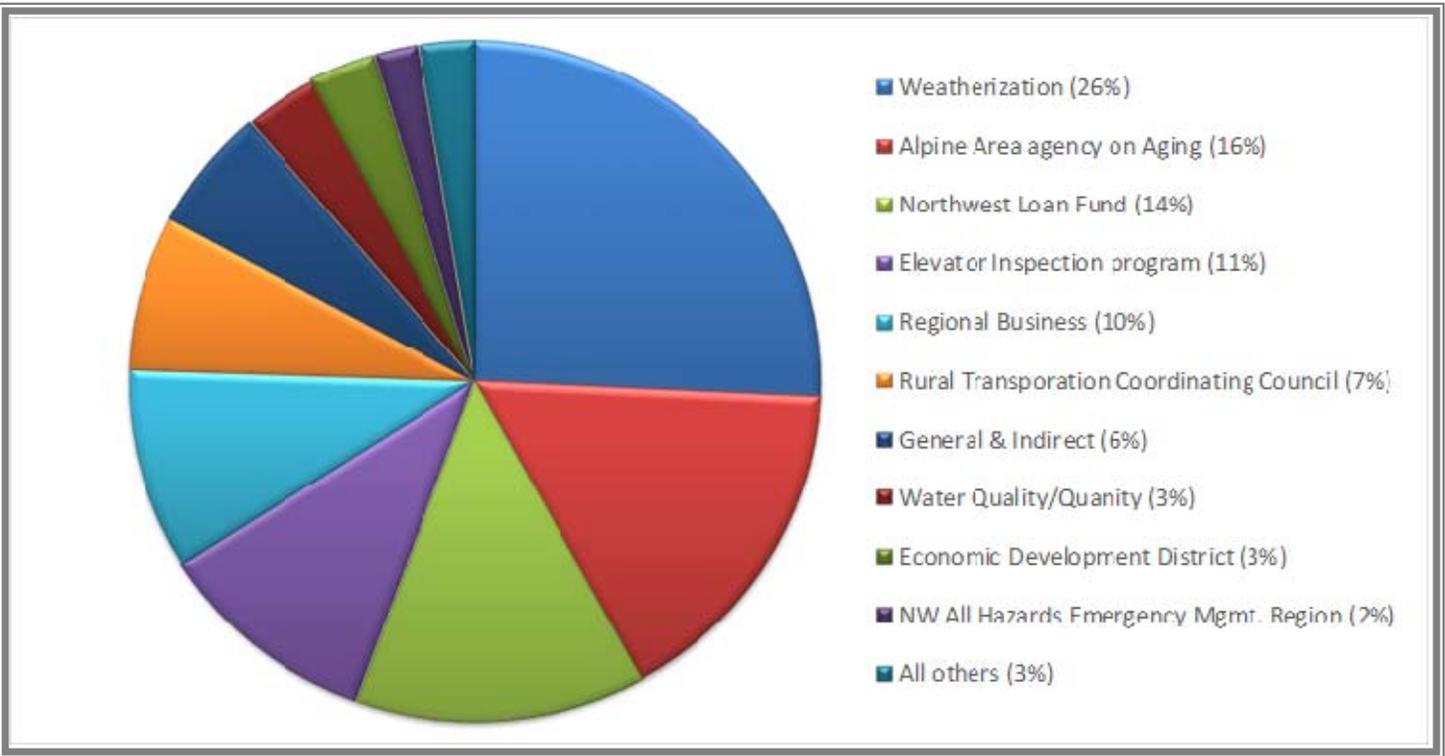
Photo credit: Judi LaPoint

**TOTAL REVENUES BY FUNDING SOURCE:
\$4,899,665**



2015 FINANCIALS

**TOTAL EXPENDITURES BY PROGRAM:
\$4,872,721**



Eagle County

Jeanne McQueeney, Commissioner

Grand County

Kris Mancuso, Commissioner

Jackson County

Betsy Blecha, Commissioner

Pitkin County

Patti Clapper, Commissioner

Summit County

Karn Stiegelmeier, Commissioner

Aspen

Steve Barwick, Town Manager

Basalt

Mike Scanlon, Town Manager

Granby

Jynnifer Pierro, Mayor

Grand Lake

Kathy Lewis, Trustee

Gypsum

Jeff Shroll, Town Manager

Hot Sulphur Springs

Robert McVay, Mayor

Kremmling

Tom Clark, Mayor

Minturn

William Powell, Interim Town Manager

Montezuma

Molly Hood, Trustee

2015 COUNCIL

NWCCOG would like to thank all those who served on the 2015 Council for making all of these accomplishments possible.

Blue River

Michelle Eddy, Town Manager

Carbondale

John Hoffmann, Trustee

Dillon

Ben Raitano, Councilmember

Eagle

Jon Stavney, Town Manager

Fraser

Jeff Durbin, Town Manager

Frisco

Tom Connolly, Councilmember

Glenwood Springs

Kathryn Trauger, Councilmember

Red Cliff

Scott Burgess, Mayor

Snowmass Village

Alyssa Shenk, Councilmember

Steamboat Springs

Walter Magill, Councilmember

Vail

Patty McKenny, Town Clerk

Walden

Suze Kanack, Town Clerk

Winter Park

Drew Nelson, Town Manager



Steve Allen
Director, Elevator Inspection Program

Spencer Alley
Weatherization Outreach Coordinator

Neal Ashforth
Weatherization Installer

Mike Bugielski
Weatherization Auditor/Inspector

Anita Cameron
Director, Northwest Loan Fund

Tyler Cose
Weatherization Installer

Jessica Diaz
Administrative Assistant

Jeremy Miller
Weatherization Installer

Gene Morse
Elevator Inspector

Liz Mullen
Executive Director

Laurie Patterson
Mobility Assistant, RTCC

David Pickett-Heaps
Elevator Inspector

Amanda Rens-Moon
Program Specialist, Alpine Agency on Aging

Aaron Simmons
Weatherization Inspector

STAFF & CONTRACTORS

TJ Dufresne
Coordinator, Insurance Assistance Program

Erin Fisher
Director, Alpine Agency on Aging

Jodi Flory
GIS Contractor

C.J. Grove
Volunteer Coordinator

Barbara Green
General Counsel

Mark Hox
Weatherization Auditor

Victoria Jarvis
Co-Director, Water Quality/Quantity Committee

Doug Jones
Weatherization Field Supervisor

Susan Juergensmeier
Mobility Manager, RTCC

Michael Kurth
Fiscal Officer

Judi LaPoint
Marketing

Rachel Lunney
Director, Economic Development District

Nate Speerstra
Weatherization Program Specialist

Charles Steele
Weatherization Installer

Molly Tompkins
Call Center Assistant

Chris Vasquez
Elevator Inspector

Nate Walowitz
Regional Broadband Coordinator

Angie Welsh
Fiscal Assistant

Cora Winters
Elevator Inspection Program Administrative Assistant

Justin Wiseman
Weatherization Installer

Lane Wyatt
Co-Director, Water Quality/Quantity Committee





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[http://www.ascr.usda.gov/
complaint_filing_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html)

or any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at:

U.S. Department of Agriculture
Director – Office of Adjudication
1400 Independence Avenue, S.W.
Washington, D.C. 20250-9410

**NORTHWEST COLORADO
COUNCIL OF GOVERNMENTS**
249 Warren Ave.
P.O. Box 2308
Silverthorne, CO 80498
970.468.0295
www.nwccog.org



WATER QUALITY / QUANTITY COMMITTEE (QQ)

P.O. Box 2308 • Silverthorne, Colorado 80498
970-468-0295 • Fax 970-468-1208 • email: qqwater@nwccog.org

The Water Quality/ Quantity Committee (QQ) comprises municipalities, counties, water and sanitation districts, and conservancy districts in the headwaters region of Colorado located in Grand, Summit, Eagle, Pitkin, Park and Gunnison counties. The Colorado River Water Conservation District and Upper Gunnison Water Conservancy District are also QQ members. The Board is made up of elected and appointed officials from member jurisdictions.

QQ's purpose is to facilitate and augment the efforts of member jurisdictions to protect and enhance the region's water quality while encouraging its responsible use for the good of Colorado citizens and the environment.

QQ monitors water development activities and participates in legislative and administrative proceedings that affect water quality or quantity in the basin of origin. QQ Committee meetings operate as a forum for policy formulation and strategic decision-making by QQ Committee members.

QQ staff provides members with legislative monitoring, water quality information, litigation and rulemaking support, transmountain diversion oversight, and related technical assistance to further intergovernmental cooperation, and increase political clout with state and federal agencies. Day-to-day aspects of the QQ program are administered through a contract for services staffed by Barbara Green, Lane Wyatt, and Torie Jarvis. Together, they offer a combination of legal, public policy, lobbying and environmental engineering skills to the membership.

CURRENT QQ PROJECTS

The following is a list of ongoing and completed projects over the past year:

- Participation in the Colorado River Basin Roundtable [a result of the 2005 Water for the 21st Century Act] and Non-consumptive Needs Subcommittee. Lane Wyatt serves on the Roundtable by appointment with Summit County Municipalities. Holding their interests in mind, he also considers all headwater issues including instream uses, recreation, the environment, and issues of transmountain diversions.
- Lobbying on legislation pertinent to QQ members and the headwaters region.
- Oversight and implementation efforts of Colorado's Water Plan, and the impact of such efforts on headwaters' interests.
- Participation of QQ as a party in the Colorado Water Quality Control Commission rulemakings and tracking developments as result of new regulations.
- Legal representation of QQ as a party in oil and gas commission rulemakings with the goal of protecting the authority of local governments in permitting oil and gas facilities.
- Technical support to Grand County during the EIS process for the Windy Gap Firing Project and the Moffat System expansion and participation in Learning By Doing.
- Active involvement in efforts to achieve a Grand Lake clarity standard and adaptive management to protect clarity in Grand Lake.

- Participation as a stakeholder in the development of a local alternative for the Colorado River Wild and Scenic process, which is part of BLM’s resource management plan.
- Active involvement at the forefront of legal and technical water quality issues associated with abandoned mines in Summit County’s Snake River watershed.
- Preparation of the NWCCOG 208 Regional Water Quality Management Plan, approved by the NWCCOG Board in May 2012 and currently under review by the Water Quality Control Division. The 208 Plan provides many of the legal underpinnings of QQ positions on water quality.
- Providing technical memorandum on various issues, include responding to underpinnings of the formation of the Colorado Water Plan, the federal rulemaking on the Clean Water Act definition of “waters of the United States,” and impacts of Aquatic Nuisance Species in the QQ region.
- Support for implementation of the Colorado River Cooperative Agreement. The agreement resolves longstanding legal issues between the Denver Water Board and the West Slope and sets the stage for a new, cooperative way of approaching transbasin water issues, the idea for which was first developed through the Upper Colorado Project, a long-range water resources planning project initiated by QQ.
- Board meetings that not only address pertinent organizational business but offer a forum for information sharing and education on state-wide issues.

ORGANIZATION

QQ’s 2016 members, associate members, and participating water and sanitation districts include:

Eagle County	Aspen	Basalt Sanitation District
Grand County	Basalt	Bellyache Ridge Metro District
Gunnison County	Breckenridge	Copper Mountain Consolidated Metro
Pitkin County	Carbondale	Dillon Valley Metro District
Summit County	Crested Butte	Eagle River Water and Sanitation District
Park County	Dillon	East Dillon Water District
Colorado River Water Conservation District*	Eagle	Fraser Sanitation District
Upper Gunnison River Water Conservancy District*	Fraser	Granby Sanitation District
	Frisco	Grand County Water & Sanitation District
	Granby	Hamilton Creek Metro District
	Grand Lake	Kremmling Sanitation District
	Gypsum	Mid-Valley Metro District
	Hot Sulphur Springs	Silverthorne Dillon Joint Sewer Authority
	Kremmling	Silver Creek Water District
	Minturn	Snowmass Water & Sanitation
	Silverthorne	White Horse Springs Water & Sanitation
	Steamboat Springs	Winter Park Water and Sanitation
	Vail	Winter Park West Water & Sanitation District
	Winter Park	
	Yampa	

* Associate members



MINUTES
Town Board of Trustees
Tuesday, June 28, 2016
6:00 P.M.

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

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

Meetings are also aired online at <https://vimeo.com/channels/townofeagle/>.

This meeting is recorded and a CD will become part of the permanent record of the minutes. The following is a condensed version of the proceedings as written by Angela Haskins.

<u>PRESENT</u>	<u>STAFF</u>
Anne McKibbin, Mayor	John Schneider, Town Manager
Andy Jessen	Jenny Rakow, Town Clerk
Paul Witt (arrived at	Ed Sands, Town Attorney
Mikel "Pappy" Kerst	Tom Boni, Town Planner
Matt Solomon	Matt Farrar, Assistant Town Planner
Kevin Brubeck, Mayor Pro Tem	John Staight, Open Space Coordinator
Doug Seabury	

6:00 PM – REGULAR MEETING CALLED TO ORDER – Mayor McKibbin noted some order changes to the agenda.

PUBLIC COMMENT

Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person per topic, unless arrangements have been made for a presentation with the Town Clerk.

Judge Buck Allen thanked the Town Board for passage of Ordinance allowing court fees to go toward charities for children.

PRESENTATION

Community Request – Red Ribbon Project – Denise Kipp, Director of the Red Ribbon Project is requesting funding for their annual event, to be held on September 3rd in Eagle at the Dusty Boot. The Town Board requested to hear the additional funding requests this evening before making a decision.

Community Request – Wild West Days – there was no one present for this item, however, Kevin Brubeck gave a brief synopsis of what this organization does, the funding request and who it serves.

After deliberation regarding remaining contingency funds, the Board decided to fund both requests.



MOTION: Trustee Brubeck motioned to support the Red Ribbon Project request in the amount of \$700.00 and Wild West Days in the amount of \$500.00. Motion was seconded and PASSED unanimously.

Eagle Valley Land Trust – Presentation Jim Daus and Jessica Foulis. Jessica presented the board with the priorities and mission of the Land Trust. There have been two projects in Eagle with assistance by the Land Trust and other partners. Fundraisers and private donations are the key to this organizations ability to assist in these complex and legal land acquisitions. John Staight provided the Board with input regarding the Open Space budget and ability to fund a donation from that budget. Ed Sands confirmed a donation would fall within the ballot language. The Board requested additional details on forecast for 2016 and would like to consider a donation of \$5,000 once information has been obtained showing it is available.

LIQUOR LICENSE AUTHORITY

Mayor McKibbin convened the Board as the Liquor License Authority

Color Coffee Roasters – New Beer and Wine License at 717B Sylvan Lake Road. Clark and Charlie Gundlach were both present for this item. Clark handed out a business and branding portfolio for the Board to see the business plan.

PUBLIC HEARING: Mayor McKibbin opened the item for public comment. There was no public comment.

MOTION: Trustee Witt Motioned to direct the Mayor to sign the Findings and Order Approving New License. Issuance of Town of Eagle License is contingent upon approval from the State. Motion was seconded and PASSED unanimously.

Mayor McKibbin adjourned from the Liquor License Authority and resumed the regular meeting.

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.*

Minutes – June 28, 2016 – Mayor McKibbin asked for minor edits to the Minutes.

MOTION: Trustee Seabury motioned to approve the Consent Agenda. Motion was Seconded and PASSED unanimously.

DISCUSSION, DECISIONS OR DIRECTION REQUESTED

RESOLUTION NO. 31 (Series of 2016) A Resolution of the Board of Trustees Town of Eagle, Colorado Approving a Lease Agreement Between the Town of Eagle and Mean Streets Boxing for Space in The Town of Eagle Old Town Hall; And Authorizing the Mayor to Execute Said Agreement

Town Clerk Jenny Rakow requested both leases of Old Town Hall be tabled. Mike Pisciotta was present with Rick Schwartz to discuss the Power Punch for Parkinson's. Rick provided some background information regarding the need, benefit and purpose of the program. Mike offered Town Board a tour of his space and provided update on potential programming for boxercise, Power Punch and youth and young adult boxing programs.



RESOLUTION NO. 32 (Series of 2016) A Resolution of the Board of Trustees Town of Eagle, Colorado Approving a Lease Agreement Between the Town of Eagle and Ute Springs Experiential Learning Center for Space in The Town of Eagle Old Town Hall; And Authorizing the Mayor to Execute Said Agreement – this item was tabled at request of Town Clerk Jenny Rakow.

Mountain States Employers Council Membership John Schneider presented this item. John proposed becoming a member, and stated he has always had good results using this organization. We would like their assistance beginning with finishing the employee handbook. Costs are initially paid and then billed quarterly. Cost is \$5200 annually. We do have option to add services if we choose, however, many of our current needs are included in the annual fee.

MOTION: Trustee Brubeck motioned to approve becoming member of Mountain States Employer Council. Motion was seconded and PASSED unanimously.

Community Impact Award (*Discussion regarding continuing the program started two years ago and any changes to format and process*) This item was requested by Amy Cassidy to ensure the Board wants to continue with this award and begin soliciting for nominations. The Board agreed they want to continue the award and also to ensure that previous winners obtain their “award” in a timely manner. Kiosk for Dusty Boot is not complete.

First Amendment to The Intergovernmental Agreement Between Town of Eagle and Eagle County Regarding Design, Lease, And Use of the Future Eagle River Park – Matt Farrar stated the previous IGA expires end of June and this will continue the agreement for design and lease of the Eagle River Park. Ed Sands stated our bond counsel is also interested in seeing this IGA being renewed and signs for the closing on our bond issuance.

MOTION: Trustee Witt Motioned to approve the First Amendment to the Intergovernmental Agreement Between Town of Eagle and Eagle County Regarding Design, Lease, And Use of the Future Eagle River Park. Motioned was seconded and PASSED unanimously.

RESOLUTION NO. 29 (Series of 2016) A Resolution of the Board of Trustees Town of Eagle, Colorado Approving a Lease Agreement with Eagle Tubing & Photography, LLC. Ed Sands stated he prepared the Lease and included all of staff and board recommendations heard at the last meeting.

MOTION: Trustee Seabury motioned to approve RESOLUTION NO. 29 (Series of 2016) A Resolution of the Board of Trustees Town of Eagle, Colorado Approving a Lease Agreement with Eagle Tubing & Photography, LLC. Motioned was seconded and PASSED unanimously.

LAND USE

Project:	Colorado Slab & Tile - Outside Storage
File #:	SU16-02
Applicant:	Jason Kaples
Location:	12 Eagle Park East
Staff Contact:	Matt Farrar (Assistant Town Planner)
Request:	Special Use Permit to allow for outside storage.



Matt Farrar gave brief presentation of the request and project located at 12 Eagle Park East. Type of fence was discussed by the Board and Planning Commission. Applicant representative stated chain link would be coated and green in color approved by staff. Board agreed that the landscaping and fencing would help improve the lot and provide security for the business. The question regarding storage of non-business related items on commercial property was discussed, including an RV trailer and rafting supplies. Several board members felt it was not feasible to enforce and it was not a precedent they wanted to set. Providing fencing and keeping outside storage as part of a special use permit is best process in place to help control visual impacts.

MOTION: Trustee Solomon Motioned to approve File #SU16-02 with recommendations from Planning & Zoning Commission and staff. Motioned was seconded and PASSED unanimously.

Project:	Sylvan Circle Development Plan
File #:	DR16-03
Applicant:	Jonathon Werner (Eagle Sylvan, LLC)
Location:	58 Sylvan Lake Road
Staff Contact:	Tom Boni (Town Planner)
Request:	Development Review for a 42-unit townhome project on 4.67 acres.

Applicant requests to Continue this item to the July 12, 2016 Town Board Meeting

MOTION: Trustee Witt Motioned to continue File #DR16-03 to the July 12, 2016 Town Board Meeting. Motioned was seconded and PASSED unanimously.

2.	Project:	Boyz Toyz Snowmobile/ATV Store
	File #:	SU97 (Amended 2016)
	Applicant:	Gary Ratkowski
	Location:	432 Grand Avenue
	Staff Contact:	Tom Boni (Town Planner)
	Request:	Special Use Permit to allow continued operation of store/repair facility.

Mayor McKibbin opened this item and stated this is an advertised public hearing. Tom Boni handed out a timeline of this request and the special use permit on this property for the board to review. Also handed out was email comments from Selena and Tom Olden. Tom Boni apologized for his lack of understanding of the land use code in relation to this property and for language that was inappropriate.

One concern that has come up is the width of the right of way on McIntire. This will need to be surveyed as it appears the businesses landscaping is on it. Other concerns were regarding temporary storage of vehicles on McIntire, loading and unloading of trucks and repair vehicles, the shed that was built without a permit and to determine the property line to ensure business operations are occurring on the property and not in the right of way. The Planning Commission did recommend approval with conditions.



Gary Ratkowski was present for this item. He stated they need the SUP to continue operations. They have grown and are requesting ability to have additional vehicles on display. With regard to the trash enclosure and trash, Gary stated he could move storage crates and trash to his location in Gypsum and also build the enclosure to shield visibility of these items from McIntire.

Mayor McKibbin stated this property has been an issue for 12 years and it has been a challenging location for compliance of the SUP that was issued in 1997. The noise and fumes from this location has been brought up. Both Tom Boni and Matt Farrar stated noise and fumes compliance issues are regulated by the state.

Board members discussed mitigating factors for the neighborhood, enforceability of conditions, continuity of appearance for the town and highway six, and appropriateness of location for this business type.

Mayor McKibbin opened public comment.

Selena Olden 422 McIntire was present and spoke regarding consistency and fairness to all Eagle businesses regarding Special Use Permitting process and conditions. Concerns are centered around visual quality, impacts on neighborhood and adjacent businesses regarding parking, display vehicles, right of way usage, noise from ATVs, loading and unloading on McIntire and trash behind the building.

Gary Ratkowski stated they understand the trash concerns. He provided information that hours of operation are 9-6 Tuesday through Friday and Saturday 9-4:30.

Dan Lambert 253 Penstemmon stated he has been in Eagle for 20 years and made comment regarding loading and unloading on McIntire has the ability to be safer.

Mayor McKibbin closed public comment.

Town Board discussed ways to mitigate trash enclosure and right of way concerns. Ed Sands stated the Town has the ability to issue a license agreement for right of way usage. Consistency is also a concern of the board and needing to move forward with the right conditions that can realistically be enforced without enough staff to conduct town-wide code enforcement.

MOTION: Trustee Brubeck motioned to continue File#SU-97 to July 26, 2016 Town Board Meeting to allow additional time to obtain information from staff and applicant regarding concerns discussed with Town Board, Planning Commission, Town Staff and address Public Comments. Motion was seconded and PASSED unanimously.

Project:	Revisions to Section 4.03.040 - Definitions and Section 4.04 - Zoning of the Town of Eagle Land Use & Development Code
File #:	LURA16-01
Applicant:	Town of Eagle
Location:	N/A
Staff Contact:	Matt Farrar (Assistant Town Planner)
Request:	1. Revise Section 4.03.040 to define dog daycare facility.



2. Revise Section 4.04.070 to define regulations for dog daycare facilities.
- ~~3. Revise Section 4.04.070 to modify regulations for indoor recreation facilities.~~
(Approved by Board of Trustees – April 26, 2016)
4. Revise Section 4.04.070 to define regulations for marijuana testing facilities.
5. Revise Section 4.04.100 to modify regulations regarding medical and retail marijuana cultivation facilities and infused-product manufacturing facilities and to expand the area in the Town of Eagle where these uses are permitted.

Staff requests this item to be Continued to the July 26, 2016 Town Board Meeting

MOTION: Trustee Brubeck motioned to continue LURA-16-01 to the July 26, 2016 Town Board Meeting. Motion was seconded and PASSED unanimously.

EXECUTIVE SESSION – To hold a conference with the Town's attorney to receive legal advice on specific legal questions and items pertaining to negotiations, pursuant to C.R.S. § 24-6-402(4)(b). This item was not necessary and was canceled.

STAFF UPDATES AND REQUESTS

Manager's Report – John Schneider stated we are having staff meeting tomorrow with intention of discussing development of a monthly staff report for the Board.

Correspondence for Discussion if necessary:

4th of July Celebration at Lundgren Theater – all Board members in attendance indicated their ability to participate with Town of Gypsum.

Continued Discussion of Coordinated Election. Town Board agreed that issues for consideration at the November election could be Broadband as it relates to Senate Bill 152, adding excise tax to Marijuana cultivation pursuant to State Statutes and amending the Town's Code to allow for publication of Title only to save on costs to the Town and public applicants. Ed Sands will draft documents for review for upcoming meetings. Town Clerk will provide notice to the Eagle County Clerk of Eagle's intent to participate in the coordinated election.

BOARD DISCUSSION AND FUTURE AGENDA ITEMS

Mayor's Update – McKibbin updated Board of her Mayor's office hours at Town Hall on Mondays from 3-5 and Thursdays from 8-10.

McKibbin- met with Caroline Bradford and property owners with regard to the Eagle River Park.

McKibbin would like to further discuss policy issues with regard to public use of town facilities and tents. A review of other town's park policies was requested.



VRBO and Air BNB issues were discussed. Their impact on rental housing in Eagle and Summit Counties is of growing concern.

Trustee Kerst updated board on availability of electronic messages signs from Beaver Creek.

Trustee Solomon requested the Town consider American flags in Town or in round-a-bouts for 4th of July.

ADJOURN (9:29 pm)

Date

Anne McKibbin, Mayor

Jenny Rakow, CMC Town Clerk

**TOWN OF EAGLE, BILL SCHEDULE
JUNE 2016
GENERAL FUND**

Administration	Account	Amount
Alex, Greg	Utility Refund	\$ 7.40
Chandler, Gregory	Utility Refund	73.49
Congleton, Sally	Utility Refund	48.36
Howell, Mathew	Utility Refund	241.41
Mackown, John	Utility Refund	13.80
Menconi, Anne	Utility Refund	144.05
Rounds, John	Utility Refund	5.70
Colorado State Treasurer	Unemployment Tax	1,745.66
Assurant Employee Benefits	LTD Insurance	1,563.16
Assurant Employee Benefits	LTD Insurance	1,561.38
Meritain Health	Health & Life Insurance	23,980.45
MetLife	Vision Insurance	1,007.34
Colorado Department of Revenue	Garnishment	275.00
Meritain Health	Health Insurance	7,109.80
United States Treasury	FICA Taxes	352.95
Colorado Bureau of Investigation	Office Supplies	38.50
Copy Plus	Office Supplies	19.50
Costco	Office Supplies	103.95
Sandy's Office Supply	Office Supplies	198.38
Signature Signs	Office Supplies	11.00
Verizon Wireless	Office Supplies	14.99
Vista Print	Office Supplies	19.98
Olesen Automotive	Vehicle R&M Supplies	135.00
Fleet Services	Gas & Oil	59.97
DMI/Dell	Equipment-Supplies	845.88
Gran Farnum	Communication & Transportation	792.01
Colorado Mtn News Media	Legal Notice	564.71
Century Link	Utilities	809.09
Verizon Wireless	Cell Phones	74.28
Info Cubic	Personnel Services	124.00
Chase Paymentech	Credit Card Transaction Fees	610.13
Xpress Bill Pay	Credit Card Transaction Fees	390.40
Colorado Mtn News Media	Legal Reimbursable	188.70
Federal Express	Reimbursable Expense	14.03
Sands Law Office	Legal Reimbursable	2,683.75
Sands Law Office	Legal	8,970.16
Hays, Maggard & Hood	Auditing	13,500.00
Copy Plus	Engineering Reimbursable	24.75
Safebuilt	Inspection Services	4,237.65
Olesen Automotive	R&M Labor	266.00
Recomm Global	Town Manager Search	3,000.00
Caselle	Computer Support	695.67
Digital Cabin	Computer Support	29.99

High Country Telephone & Wire	Computer Support	1,038.77
Microsoft	Computer Support	613.86
Peak Performance Imaging	Computer Support	1,032.00
APA CO	Training	15.00
Costco	Public Relations	65.95
Colorado Municipal Clerks Assoc	Training	150.00
Colorado Municipal League	Training	663.00
Eagle County Paramedic Services	Training	200.00
US Bank Equipment Finance	Copier Contract	657.63
Cirsa	Pavilion Insurance	1,998.48
Digital Cabin	Equipment	622.00
Buddy Werner League	Community Request	250.00
Eagle County Fair & Rodeo	Community Request	1,000.00
Eagle Flight Days	Community Request	2,000.00
Mary Lou Yeik	Community Request Bike Parade	1,000.00
National Ticket Company	Community Request	155.84
United Rentals	Community Request Flight Days	12.87
Total Administration		\$ 88,027.82

Streets

Meritain Health	Health Insurance	\$ 6,094.11
Copy Plus	Office Supplies	7.45
Sandy's Office Supply	Office Supplies	26.49
Wylaco Supply Company	Operating Supplies	143.55
B&H Sports	Uniforms	815.98
Airgas	R&M Supplies	136.65
Alpine Lumber	R&M Supplies	533.90
G&S Tool Clinic	R&M Supplies	30.45
Grainger	R&M Supplies	945.84
Lawson Products	R&M Supplies	483.66
PST Enterprises	R&M Supplies	6.29
Safety Kleen	R&M Supplies	275.24
United Rentals	R&M Supplies	226.51
Valley Electric	R&M Supplies	5,424.41
Wear Parts	R&M Supplies	628.31
Wylaco Supply Company	R&M Supplies	3,746.71
PST Enterprises	Vehicle R&M Supplies	374.73
Zep Sales	Vehicle R&M Supplies	709.49
Fleet Services	Gas & Oil	1,011.56
United Rentals	Oil & Gas	150.68
B&H Sports	Communication & Transportation	15.82
G&S Tool Clinic	Communication & Transportation	9.99
Lawson Products	Communication & Transportation	35.55
Zep Sales	Communication & Transportation	58.90
Century Link	Utilities	670.18
Holy Cross Energy	Utilities	2,252.35
Verizon Wireless	Cell Phones	434.25
IMS Infrastructure	Pavement Management Study	1,136.90

Hobbs Excavating	R&M Labor	1,000.00
Safety Kleen	R&M Labor	314.90
Microsoft	Computer Support	116.00
Brush Creek Landscaping	Community Forestry	2,209.00
Total Streets		\$ 30,025.85

Public Safety

Meritain Health	Health Insurance	\$ 10,158.36
Amazon.com	Office Supplies	54.53
Sandy's Office Supply	Office Supplies	128.80
Chema Tox	Operating Expense	565.00
Grace Ammo	Operating Supplies	1,196.00
Hogue, Amazon, 5.11 Tactical	Operating Expense	455.94
Pocket Press Inc.	Operating Supplies	44.95
Olesen Automotive	Vehicle R&M Supplies	289.00
Fleet Services	Gas & Oil	1,108.68
Amazon.com	Equipment-Supplies	133.76
Pocket Press Inc.	Communication & Transportation	4.50
US Post Office	Communication & Transportation	26.11
CAMCA	Dues Subscriptions	20.00
Century Link	Utilities	422.64
Verizon Wireless	Cell Phones	381.64
Sands Law Office	Municipal Court	832.00
Olesen Automotive	R&M Labor	155.00
Resolution Graphics	R&M Supplies	175.00
Tri-County Fire Protection	R&M Labor	115.00
Microsoft	Computer Support	168.97
Ivie, Erin	Travel Expense	21.33
Ramada Inn, Red Robin	Travel Expense	137.44
Harper, Brett	Training	400.00
Moe's Original BBQ	Meeting Expense	75.00
CAMCA	Tuition Books	80.00
Colo Assoc of Chiefs of Police	Training	382.51
Eagle County Sheriff's Office	Training	15.00
Simpkins, Terry	Tuition Reimbursement	100.00
Eagle County Animal Services	Animal Control	1,637.50
High Country Copiers	Contract Payments	89.65
Total Public Safety		\$ 19,374.31

Building & Grounds

Meritain Health	Health Insurance	\$ 1,246.13
B&H Sports	Uniforms	731.58
Alpine Lumber	R&M Supplies	630.03
Ferguson Enterprises	R&M Supplies	32.19
G&S Tool Clinic	R&M Supplies	594.80
Geary Pacific	R&M Supplies	1.84
Grainger	R&M Supplies	428.79
Grand Junction Pipe & Supply	R&M Supplies	2,314.85

Paint Bucket	R&M Supplies	255.70
Renner Sports Surfaces	R&M Supplies	280.00
Rivendell Distribution & Sod Farm	R&M Supplies	216.60
State Chemical Solutions	R&M Supplies	217.00
United Rentals	R&M Supplies	21.98
PST Enterprises	Vehicle R&M Supplies	4.38
Fleet Services	Gas & Oil	808.35
Sno-White Linen	Janitorial Supplies	220.04
Supply Works	Janitorial Supplies	2,340.80
B&H Sports	Communication & Transportation	14.18
G&S Tool Clinic	Communication & Transportation	33.45
State Chemical Solutions	Communication & Transportation	22.53
Colorado Mtn News Media	Legal Notice	473.00
Century Link	Utilities	125.78
Holy Cross Energy	Utilities	1,691.85
Source Gas	Utilities	719.82
Info Cubic	Personnel Services	122.00
Jerry Master	Janitorial Service	4,316.00
Avalanche Property Management	R&M Labor	63.00
Landscape Technology	R&M Labor	8,825.00
Vail Honeywagon	R&M Service	180.00
Venzor Carpet Cleaning	R&M Service	311.04
Venzor Carpet Cleaning	R&M Service	311.04
Microsoft	Computer Support	34.00
Total Buildings and Grounds		\$ 27,587.75

Information Center

Meritain Health	Cobra Health Insurance	\$ 1.50
Office Depot	Office Supplies	34.11
Costco	Operating Supplies	94.29
Alida's Fruits	Supplies for Resale	347.75
Colorado Candy Kitchen	Supplies for Resale	1,851.02
Costco	Supplies for Resale	217.58
Down to Earth Pottery	Supplies for Resale	576.40
Eagle Embroidery	Supplies for Resale	3,847.69
Eagle Products	Supplies for Resale	142.10
Ganz USA	Supplies for Resale	140.13
Gem Guides Book Company	Supplies for Resale	99.27
GSI Outdoors	Supplies for Resale	249.93
Jilzarah	Supplies for Resale	0.80
Lipco Group	Supplies for Resale	437.28
Magpie Screen Printing	Supplies for Resale	365.92
MAI / DeBry Company	Supplies for Resale	133.45
Meadow Gold Grand Junction	Supplies for Resale	774.48
Mike Luark	Supplies for Resale	400.00
Paper & Stone	Supplies for Resale	541.50
Redford Designs	Supplies for Resale	327.13
Ridgeway	Supplies for Resale	133.75

Salud Salads	Supplies for Resale	108.00
Sanborn Ltd	Supplies for Resale	92.61
Save On Goods	Supplies for Resale	293.00
Silver Streak	Supplies for Resale	1,466.57
Timber Charms	Supplies for Resale	210.00
Wildflower Company	Supplies for Resale	166.79
Ann Louise Ramsay	Supplies for Consignment	14.96
Becky Iglehart	Supplies for Consignment	7.50
Carol Ann Rasmussen	Supplies for Consignment	25.50
Carol Broere	Supplies for Consignment	7.00
Cynthia Lepthien	Supplies for Consignment	71.25
Derived From Nature	Supplies for Consignment	80.40
Eagle County Historical Society	Supplies for Consignment	532.97
Jim Salcke	Supplies for Consignment	53.63
Marc Barnwell	Supplies for Consignment	48.75
Mickey Fried	Supplies for Consignment	59.25
Nature's Details	Supplies for Consignment	698.04
New Song Corporation	Supplies for Consignment	42.00
Pamela Saden	Supplies for Consignment	996.30
Pocadot	Supplies for Consignment	204.10
Rick Olsen	Supplies for Consignment	36.00
Sam Williams	Supplies for Consignment	72.75
Sandy Houghton	Supplies for Consignment	106.50
Suzie White	Supplies for Consignment	50.40
Teresa Hauser	Supplies for Consignment	225.00
Colorado Department of Revenue	Sales Tax	2,037.00
Century Link	Utilities	308.01
Microsoft	Computer Support	7.00
Microsoft	Computer Support	7.00
Total Information Center		\$ 18,744.36
Marketing		
Take Aim Marketing	Marketing Services	\$ 9,000.00
Microsoft	Computer Support	34.00
Flywheel	Marketing Website	15.00
Resolution Graphics	Design & Production	435.00
Eagle Valley Events	Events	4,000.00
National Interscholastic Cycling Assoc	Events	5,000.00
Vail Valley Lacrosse Club	Events	1,500.00
Yoga Off Broadway	Events	1,000.00
Total Marketing		\$ 20,984.00
TOTAL ADMINISTRATION		\$ 204,744.09
WASTEWATER FUND		
Meritain Health	Health Insurance	\$ 2,031.37
Copy Plus	Office Supplies	41.14
Western Slope Supplies	Office Supplies	49.45

Wylaco Supply Company	Office Supplies	6.00
Alpine Lumber	Operating Supplies	19.98
USA Bluebook	Operating Supplies	198.52
Wylaco Supply Company	Operating Supplies	46.10
B&H Sports	Uniforms	140.69
Alpine Lumber	R&M Supplies	0.30
Fastenal	R&M Supplies	834.21
Grand Junction Pipe & Supply	R&M Supplies	85.28
H2O Power Equipment	R&M Supplies	79.11
Hach	R&M Supplies	1,086.00
Intermountain Lock & Security	R&M Supplies	43.40
Kaeser Compressors	R&M Supplies	514.49
Signature Signs	R&M Supplies	99.00
Wazee Electric	R&M Supplies	552.82
Glenwood Springs Ford	Vehicle R&M Supplies	689.78
Fleet Services	Gas & Oil	226.97
USA Bluebook	Equipment-Supplies	3,754.01
B&H Sports	Communication & Transportation	2.73
Copy Plus	Communication & Transportation	89.90
Federal Express	Communication & Transportation	191.48
H2O Power Equipment	Communication & Transportation	10.20
USA Bluebook	Communication & Transportation	28.58
Wazee Electric	Communication & Transportation	34.00
Century Link	Utilities	483.56
Holy Cross Energy	Utilities	9,943.93
Source Gas	Utilities	2,881.17
Veris Environmental	Sludge Disposal	5,965.06
Grand Junction Pipe & Supply	Jetting & Imaging	743.92
Snowbridge	Sewer Imaging	1,471.53
B.A. Lawrence	R&M Labor	850.00
Best Electric	R&M Labor	200.00
Browns Hill Engineering	R&M Labor	251.30
Glenwood Springs Ford	Vehicle R&M Labor	66.00
Microsoft	Computer Support	14.00
Microsoft	Computer Support	14.00
Hatch Mott MacDonald	Mixing Zone Study	1,900.00
Accutest	Testing	984.00
Colo Dept of Public Health & Environ.	Testing	312.97
Eagle River Water & Sanitation District	Testing	2,320.00
Farris Machinery	Flushing Trailer	55,460.00
Galloway	City Market Cost Share	56,023.19
TOTAL WASTEWATER FUND		\$ 150,740.14
WATER FUND		
Schofield Excavation	Retainage Payable	\$ 15,537.11
Western Pipeway	Retainage Payable	11,833.38
Meritain Health	Health Insurance	5,078.43
ChemTrade	Operating Supplies	5,335.33

DPC Industries	Operating Supplies	180.00
Pall Corp	Operating Supplies	1,740.00
B&H Sports	Uniforms	168.83
Alpine Lumber	R&M Supplies	202.46
G&S Tool Clinic	R&M Supplies	30.95
Geary Pacific	R&M Supplies	11.23
Grand Junction Pipe & Supply	R&M Supplies	1,790.14
Intermountain Valve & Controls	R&M Supplies	1,179.00
Municipal Treatment Equipment	R&M Supplies	1,436.00
PST Enterprises	R&M Supplies	119.37
Wylaco Supply Company	R&M Supplies	144.85
PST Enterprises	Vehicle R&M Supplies	3.05
Fleet Services	Gas & Oil	162.52
B&H Sports	Communication & Transportation	3.27
Federal Express	Communication & Transportation	73.18
G&S Tool Clinic	Communication & Transportation	15.20
Grand Junction Pipe & Supply	Communication & Transportation	163.50
Intermountain Valve & Controls	Communication & Transportation	69.40
Municipal Treatment Equipment	Communication & Transportation	15.00
Pall Corp	Communication & Transportation	184.10
US Post Office	Water Bill Postage	1,188.89
Colorado Mtn News Media	Legal Notice	360.59
Amerigas	Utilities	1,256.89
Century Link	Utilities	1,950.00
Ferrell Gas	Utilities	1,113.21
Holy Cross Energy	Utilities	9,021.11
Garfield & Hecht	Legal Reimbursable	2,995.50
Garfield & Hecht	Legal	770.20
Accutest	Compliance Testing	455.50
Eagle River Water & Sanitation District	Testing	200.00
Browns Hill Engineering	Computer Support	2,972.00
Microsoft	Computer Support	113.00
Railroad Management Company	Contract Payments	1,472.94
US Bank Equipment Finance	Copier Contract	328.82
Galloway	City Market Cost Share	56,023.19
Colorado Dept of Transportation	I-70 Eby Creek	8,274.43
Eagle County Building Department	Upper Basin Water Treatment Plant	347.57
Eagle County Government	Upper Basin Water Treatment Plant	250.00
Hatch Mott MacDonald	Upper Basin Water Treatment Plant	7,500.00
A1 Traffic Control	Main Replacement	135.00
A-Peak Inc.	Brush Creek Main Replacement	1,533.00
Grand Junction Pipe & Supply	R&M Supplies	21.67
Ground Engineering	Brush Creek Main Replacement	341.00
United Electric	Brush Creek Main Replacement	4,900.00
Western Pipeway	Brush Creek Main Replacement	12,992.04
Ground Engineering	Down Town Water Line Improvements	2,310.00
No Hose Irrigation	Down Town Water Line Improvements	70.00
Schofield Excavation	Down Town Water Line Improvements	5,706.59

Wylaco Supply Company	Wall Street Water Main		135.60
TOTAL WATER FUND		\$	170,215.04
CAPITAL IMPROVEMENTS			
Studio Insite	Town Park Improvements	\$	24,041.76
Colorado Dept of Transportation	I-70 Eby Creek		528.15
Vehicle Registration	Vehicle		6.22
Wireless Advanced	Patrol Vehicles		72.00
TOTAL CAPITAL IMPROVEMENTS		\$	24,648.13
OPEN SPACE FUND			
Alpine Lumber	R&M Supplies	\$	949.56
Momentum Trail Concepts	Trail Repair/Maintenance		4,500.00
Microsoft	Computer Support		34.00
Chase Wildlife	Beaver Mitigation		1,090.00
Mountain Pest Control	Weed & Pest Control		450.00
Archibeque Land Consulting	Trail Construction		1,150.00
S2O Design	Eagle River Park Improvements		1,494.90
Backyard Irrigation	Pool & Ice Facility Improvements		17,520.00
Copy Plus	Pool & Ice Facility Improvements		49.50
Momentum Trail Concepts	Pool & Ice Facility Improvements		20,000.00
Seeding the Rockies	Pool & Ice Facility Improvements		2,548.75
TOTAL OPEN SPACE FUND		\$	49,786.71
TOTAL BILL SCHEDULE		\$	600,134.11
TOTAL PAYROLL		\$	227,068.86
TOTAL		\$	827,202.97

TOWN OF EAGLE PAYROLL - JUNE 2016

TITLE	GROSS AMOUNT
Building Official	\$ 2,931.17 439.68
Administrative Assistant	1,644.86 1,614.58
Town Planner	3,004.62 3,004.62
Open Space Coordinator	1,699.92 993.29
Assistant Town Planner	2,067.70 2,067.70
Finance Director	3,028.84 3,028.85
Town Clerk	2,307.70 2,307.70
Town Manager	4,846.16 4,846.15 750.00
Administrative Assistant	1,672.80 846.86
Town Board Trustee	400.00
Town Board Trustee	250.00
Town Board Trustee	250.00
Town Board Trusteeee	250.00
Town Board Trustee	250.00
Town Board Trustee	250.00
Town Board Trustee	250.00
Planning Commission	100.00

Planning Commission	\$	100.00
Planning Commission		600.00
Planning Commission		600.00
Planning Commission		100.00
Planning Commission		100.00
Shop Crew Leader		2,414.90
		2,414.90
Administrative Technician		1,938.78
		1,938.78
Assistant Engineer		3,123.23
		3,518.51
Maintenance Worker		1,863.63
		1,863.63
Maintenance Worker		2,163.02
		2,106.44
Assistant Engineer		541.42
		3,214.49
		3,214.49
Public Works Inspector		2,295.98
		2,403.60
Streets		3,135.97
		2,677.23
Public Works Secretary		270.71
		1,617.89
		1,617.89
Streets		1,730.40
		1,730.40
Streets		1,648.00
		1,648.00
Municipal Court Judge		600.00

Police Secretary/Court Clerk	\$	1,814.71 1,814.72
Court Clerk		531.00 472.00
Sergeant		2,423.08 2,423.08
Police Officer		2,427.60 2,229.57
Lieutenant		3,721.51 2,886.39
Sergeant		3,071.11 2,480.27
Police Chief		3,307.70 3,307.70
Patrol Officer		2,639.84 2,171.59
Patrol Officer		3,322.81 2,028.85
Patrol Officer		2,069.72 2,889.13
Patrol Officer		4,116.62 2,513.22
Buildings & Grounds Supervisor		2,312.52 2,681.08
Buildings & Grounds Worker		1,879.70 2,196.90
Buildings & Grounds Worker		1,600.00 1,600.00
Buildings & Grounds Worker		560.00 1,172.50

Buildings & Grounds Worker	\$	1,120.00
		938.00
Buildings & Grounds Worker		1,120.00
Information Center		1,044.00
		1,197.00
Information Center		563.50
		532.00
Information Center		581.00
		521.50
Information Center		595.00
		773.50
Public Works		2,604.00
		2,604.00
Public Works		2,468.08
		2,199.96
Public Works Foreman		4,303.04
		3,691.13
Public Works Director		4,139.34
		4,139.34
FICA Taxes	\$	15,460.29
Retirement		9,763.77
misc deduction		(250.00)
TOTAL	\$	227,068.86



To: Mayor and Town Board
From: Jenny Rakow, CMC Town Clerk
Date: July 12, 2016 Town Board Meeting
Re: Old Town Hall Leases

The culmination of board direction and public requests for Old Town Hall uses over the past several months has resulted in the acceptance of two tenants who will be using $\frac{3}{4}$ of the space available. There will be one lower office space used intermittently for meetings, but otherwise available. The entities were chosen based upon their interest and acceptance of the space in “as is” condition. It was a first-come first-serve situation, which follows the current practice of renting all town facilities.

Rent collected will be on a monthly basis and include the average utilities for electricity, gas, water, sewer and trash. Tenants will be responsible for telecommunications and cleaning. Annual average utility costs were \$7,500.00 for the building. Rent will be charged at \$420.00 and \$260.00 per month – leaving one space available at \$260.00 per month. If the other space is rented, the effective costs collected will be \$11,280.00. With the records I could find, this would be above average rental “income” for the space property (Average = \$10,146.00). Both entities will provide their own insurance naming the Town additionally insured.

The most recent use was by Colorado Mountain News Media (who vacated the space end of May) for in-kind services and payment for some utilities. Going forward, covering the building costs and providing a stipend to use towards repairs and maintenance was intended. Prior leases ranged from \$700 to \$1200 per month and were all “for profit” tenants and only one rented the facility at a time. Both proposed leases will cover the current building costs and be proportionately divided. Both leases are initially set for one year to provide time for evaluation for all parties.

Due to asbestos concerns in the ceiling of the former council chambers, the ceiling and paint was redone. Remediation of these concerns is complete and has been signed off on by the contractor who initially inspected the building and verified by our building official.

The direction given was to opt for non-profit and/or community use. Both tenants have excellent credentials and will be providing unique and valuable experiences for local youth and families.

Mike Pisciotta, who currently serves as the Court Administrator for the 5th Judicial District, will be providing a boxing program geared towards youth and young adults and the Power Punch for Parkinson’s that was introduced to you last meeting. Mr. Pisciotta has been part of boxing for many years, with great success mentoring and providing a positive, meaningful community outlet for youth.

Ute Springs Learning Center will be using the space for their administrative offices. They provide summer camp, retreats and school programs to youth in our area. Amy Ben-Horin (2015 Young Professional of the Year at VVP’s Success Awards), Linda Miner and Julie Norberg have been my contacts in setting up their space and lease. They have asked to utilize the downstairs office space for ADA accessible meetings. If that lower office space is desired to be rented, we can discuss coordinating use of the space.

STAFF RECOMMENDATION: Approve Resolutions 18 & 19 Series 2016 approving one year leases for Ute Springs Learning Center and Mike Pisciotta, Mean Streets Boxing.



Previous Leases

Name	Year	Amount
CMNM	2008-2016	In-Kind
Bogarts Gun	2008	765.00
Bogarts Gun	2009	850.00
Alpine Arms	2011	841.50
Alpine Arms	2012	926.50
AVERAGE		\$845.50

Proposed Leases

Name	Year	Costs Amount	Rent/Management Cost	Total Rent
Ute Springs (680 sq ft)	2016	160.00	100.00	260.00
Mean Streets Boxing (1600 sq ft)	2016	320.00	100.00	420.00
Vacant Office Space (680)	2016	160.00	100.00	260.00
				\$940.00

Both entities are operating on donations and fees to cover costs of operation. Both entities provide significant community value with their programming.

Leases include all utilities except phone, internet.

RESOLUTION NO. 31
(Series of 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES TOWN OF EAGLE, COLORADO
APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF EAGLE AND MEAN
STREETS BOXING FOR SPACE IN THE TOWN OF EAGLE OLD TOWN HALL; AND
AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, the Town of Eagle is the owner of the real property situated at 108 West Second Street, Town of Eagle, County of Eagle, State of Colorado, known as the "Eagle Old Town Hall"; and

WHEREAS, the , desires to continue to lease office space at the Eagle Old Town Hall, and the Mean Streets Boxing Town of Eagle is willing to make such space available under the same terms and conditions as contained in attached lease (Exhibit "A").

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

Section 1. The lease Agreement between the Town of Eagle, Colorado and Mean Streets Boxing, for the lease of space at the Eagle Town Hall, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved.

Section 2. The Mayor of the Town of Eagle is hereby authorized and directed to execute the agreement attached hereto as Exhibit "A" on behalf of the Town of Eagle.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on the 12th day of July, 2016.

TOWN OF EAGLE, COLORADO

ATTEST:

Jenny Rakow, Town Clerk

Anne McKibbin, Mayor

LEASE AGREEMENT

TOWN OF EAGLE OLD TOWN HALL

THIS LEASE is made and entered into and effective as of this ____ day of _____, 2016, by and between the **TOWN OF EAGLE, COLORADO**, a municipal corporation, whose address is P.O. Box 609, Eagle, Colorado 81631 (“Lessor”), and **MIKE PISCIOTTA, A SOLE PROPRIETORSHIP A/K/A MEAN STREETS BOXING**, whose address is _____ (“Lessee”).

RECITALS

WHEREAS, Lessor is the owner of the real property situate at 108 West Second Street, Town of Eagle, County of Eagle, State of Colorado, known as the “Eagle Old Town Hall”, (the “Property”); and

WHEREAS, Lessee desires to rent and lease a portion of the Property from Lessor, as described in Exhibit “A”, attached hereto and incorporated herein by this reference (“Leased Premises”).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee agree as follows:

1. **LEASED PREMISES.** The Lessor hereby leases to Lessee the portion of the Property described in Exhibit “A”, attached hereto and incorporated herein by this reference, situate in the Town of Eagle, County of Eagle, State of Colorado (“Leased Premises”). Such letting is upon and subject to the terms, conditions and covenants set forth below, and Lessee covenants as a material part of the consideration for this Lease to keep and perform all such terms, conditions and covenants. In addition, Lessee shall have full and complete access to and use of the common areas of the Property described as the two (2) restrooms, hallways to restrooms, and entryway to the building. Said common areas shall also be available for use by other building tenants.

2. **COMMENCEMENT/LEASE TERM.** The initial term of this Lease shall commence July 1, 2016 for a period of one (1) year. Upon execution of this Lease and upon delivery of the insurance certificates required by Section 9 below and delivery of the security deposit, Lessee shall be permitted to enter the Leased Premises between April 15 and August 1, 2016, as determined by the Lessor's Town Manager. The first Lease payment shall be due on August 1, 2016. In the event Lessee elects to exercise its option to renew the Lease for an additional one (1) year term, Lessee shall provide Lessor at least sixty (60) days advance written notice of its election. Lessee may terminate this Lease, with thirty (30) days written notice to Lessor.

3. **RENT.** Lessee shall pay to Lessor for the initial term annual rent in the amount of

five thousand forty dollars (\$5,040.00) payable in the amount of \$420.00 per month on the 1st day of each month for the Leased Premises commencing August 1, 2016, at the Lessor's address stated above. In the event Lessee fails to make any rent payment within five (5) days following the scheduled monthly payment date, Lessee shall pay a late fee charge in the amount of fifty dollars (\$50.00) in addition to interest on the unpaid monthly balance and any applicable late fees at the rate of eighteen percent (18%) per annum, compounded monthly, until fully paid. The rent shall be paid to Lessor without notice or demand and without abatement, deduction or setoff unless otherwise specifically permitted in this Lease.

4. **SECURITY DEPOSIT.** Upon execution of this Lease, the Lessee shall deliver to Lessor a security deposit in the amount of eight hundred and forty dollars (\$840.00). Said deposit may be commingled by Lessor with its other funds and shall be received by Lessor without liability for interest, as security for Lessee's faithful performance of all of the provisions of this Lease, including the obligation to pay rent. For so long as the security deposit has not been repaid by Lessor, it shall constitute an account payable by Lessor to Lessee. Within sixty (60) days following termination of this Lease, to the extent, if any, that Lessor has not applied the security deposit as herein permitted, the balance shall be returned to Lessee. If Lessee shall default with respect to any covenant, duty or obligation of Lessee under this Lease, then the security deposit or any part thereof may be applied by Lessor (but Lessor shall not be obligated to do so) to the damages sustained by Lessor by reason of any such default or to any indebtedness owing by reason of any failure of Lessee to make any required monetary payment under this Lease. Lessor shall provide Lessee a written notice and accounting of such applications of the security deposit. No such application shall be construed as an agreement to limit the amount of Lessor's claim for damages or as a waiver of any damages or release of any indebtedness, and any claim of Lessor under this Lease not recovered in full from the security deposit shall remain in full force and effect.

At any time when Lessor has made any such application of all or any part of the security deposit, Lessor shall have the right (but not the obligation) at any time thereafter to request that Lessee pay to Lessor a sum or sums equal to the amount so applied by Lessor so that Lessor will always have in its possession a sum equal to the amount of the security deposit stated above. Lessee shall make each such requested remittance within ten (10) days following such written request from Lessor and each such remittance received by Lessor shall thereupon constitute a part of the security deposit subject to the terms and provisions of this Lease. Failure to make any such requested remittance within such ten (10) day period may be treated by Lessor as a failure of Lessee to make timely payment of rent and as an event of default.

In the event of any conveyance or other transfer of the Leased Premises by Lessor, Lessor's remittance of the security deposit or any remaining portion thereof to Lessor's transferee shall release and relieve Lessor of any further obligation or liability to Lessee with respect to the security deposit. Lessor shall comply with all applicable State laws concerning application of the security deposit and any required notices to Lessee.

5. **POSSESSION.** Upon execution of this Lease by both parties, full payment of the security deposit, and upon delivery of an insurance certificate to Lessor by Lessee as required by Section 9 below, Lessee shall be entitled to full access and possession of the Leased Premises

between April and July 1, 2016, as determined by the Lessor's Town Manager.

6. **LESSOR INSTALLED IMPROVEMENTS.** Lessee shall be entitled to use all improvements installed by Lessor and all furnishings belonging to Lessor.

7. **USE OF LEASED PREMISES.** Lessee shall use or cause the Leased Premises to be used for the purpose of operating boxing activities for youth and adults. Lessee covenants that it will not permit the Leased Premises to be used for any illegal or immoral purpose, and that Lessee will not do, or suffer to be done, in or about the Leased Premises, any act or thing that may be a nuisance, annoyance, or inconvenience to Lessor or any other lessees of the Property.

8. **UTILITY AND OTHER SERVICES.** Lessee's rent charges shall include the average utilities for its proportional share of electric, natural gas monthly service charges, water, sewer and trash based on the square footage occupied by Lessee and all other tenants. The Lessee shall be solely responsible for and shall pay the cost of telecommunications and cable service and any security alarm systems to the Leased Premises. The Lessee shall arrange for such telecommunications and cable services in its own name. The physical installation of any additional telecommunication services shall be subject to the Lessor's prior written approval.

9. **INSURANCE.** The Lessor shall keep and maintain (a) fire, casualty and extended coverage insurance on the Leased Premises in such amounts as the Lessor shall from time to time determine; and (b) fire and extended coverage insurance on the Town's personal property remaining within the Leased Premises in such amounts as the Lessor shall from time to time determine.

Lessee shall keep and maintain (a) public liability insurance for the Leased Premises and any business or operations conducted on the Leased Premises, with coverage for bodily injury and property damage on a comprehensive basis with limits of not less than one million dollars (\$1,000,000.00) per occurrence; and (b) fire and extended coverage insurance on the Lessee's personal property and contents within the Leased Premises equal to the full replacement cost. All public liability insurance policies shall name the Lessor as an additional insured. The Lessee shall provide the Lessor with certificates of such insurance prior to taking possession. No such policy or policies may be cancelled without thirty (30) days prior written notice to the Lessor, and said certificate shall so provide. In the event of damage to the Leased Premises covered by insurance, the Lessor shall use its proceeds of such insurance to repair and restore the Leased Premises, except as otherwise provided herein. All insurance companies selected by the Lessee shall be licensed to do business in the State of Colorado and rated A+1. In the event the Lessor elects to also maintain public liability insurance for the Property or the Leased Premises, the Lessee's public liability insurance for the Leased Premises shall be deemed the primary insurance coverage.

10. **ACCEPTANCE OF PREMISES.** The Lessee accepts the Leased Premises in its present condition. The Lessee acknowledges that it has inspected the Leased Premises and all utilities, appurtenances, access and other services to the Leased Premises, and it is satisfied with all aspects of the same. The Lessee further acknowledges that neither the Lessor nor any agent or other representative of the Lessor has made any representation or warranty as to suitability of

the Leased Premises for the conduct of the Lessee's operations and business. All work, improvements and alterations required for the Lessee's use of the Leased Premises will be accomplished at the Lessee's sole cost and expense. The Lessee shall, at the Lessee's sole expense, keep the interior of the Leased Premises in good repair during the term of this Lease.

11. **ALTERATION OF PREMISES.** The Lessee shall not, without the prior written consent of the Lessor, make any alterations, improvements, or additions to the Leased Premises, including, but not limited to, partitions, wall coverings, floor coverings and special lighting installations.

In the event the Lessee desires to make any alterations, improvements or additions, the Lessee shall first submit plans and specifications and obtain the Lessor's written consent for the same prior to commencing any such work. All alterations, improvements or additions, whether temporary or permanent in nature, made by the Lessor or the Lessee in or about the Leased Premises, shall become the Lessor's property and shall remain upon the Leased Premises at the termination of this Lease by lapse of time or otherwise, without compensation to the Lessee (excepting only the Lessee's furniture, trade fixtures and equipment) provided, however, the Lessor shall have the right to require the Lessee to remove such alterations, improvements or additions at the Lessee's cost upon the termination of this Lease and repair any damage caused to the Leased Premises as a result of any such removal. Such repair costs shall be paid for by the Lessee. The Lessee shall promptly pay the cost and expense of all work on the Leased Premises and upon completion deliver to the Lessor evidence of payment and waivers of all liens for labor, servicing or materials. The Lessee shall defend and hold the Lessor and the Leased Premises harmless from all costs, damages or liens for labor, services or material relating to such work. At least five (5) days prior to the commencement of any work on the Leased Premises, the Lessee shall notify the Lessor of the names and addresses of the persons supplying labor and materials for the proposed work. During the progress of any such work on the Leased Premises, the Lessor shall have the right to go upon and inspect the Leased Premises at all reasonable times, and shall have the right to post and keep posted thereon notices of non-liability as provided by law.

12. **HAZARDOUS MATERIALS AND SUBSTANCES.** Lessee shall not cause or permit at any time during the term of this Lease or any renewals, extensions or modifications thereof, any hazardous material or substance (as defined below) to be brought upon, kept, or used in or about the Leased Premises by the Lessee, the Lessee's agents, employees, contractors or invitees. As used herein, the term "hazardous material or substance" means any hazardous or toxic substances, material or waste which is or becomes regulated by any local, State or federal government authority, including the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Hazardous Material Transportation Act, or the Toxic Substances Control Act. The term "hazardous material or substance" includes without limitation, (a) any material or substance that is defined as a "hazardous substance" or "hazardous waste" under applicable law, (b) petroleum, (c) asbestos, or (d) any material that is defined as a "regulated substance."

Lessee shall comply with all environmental laws, orders, and regulations of federal, State, County and Town authorities, and with any directive issued pursuant to law by any public officer

thereof, which shall impose any order or duty upon Lessee pertaining to the construction, use or occupancy of the Leased Premises by Lessee, its assignees or sub-lessees.

Lessee shall have the right, upon giving written notice to Lessor, to contest any obligation imposed upon Lessee pursuant to the provisions of this Section, and to defer compliance during the pendency of the contest proceedings, provided that the failure of Lessee to comply will not subject Lessor to any civil fine or criminal penalty.

Notwithstanding the foregoing, in the event that Lessee's failure to promptly fulfill the contested obligations could pose an imminent threat to public health, public safety and/or the environment, the Lessee shall immediately perform whatever actions may be required to abate the immediate threat. Thereafter, Lessee may contest the obligations and defer further compliance, as set forth above.

Lessee shall provide Lessor with copies of all documents served upon Lessee or its counsel, and served by Lessee or its counsel, upon any governmental authority.

Failure of Lessee to comply with the provisions of this Section shall be an event of default under the terms of this Lease and shall entitle Lessor to pursue all applicable remedies. In addition, Lessor shall be entitled to collect from Lessee any fines, penalties, expenses of defense (including attorney's fees and legal assistant's fees), expenses of compliance and other damages incurred by Lessor by reason of Lessee's default under this Section.

In the event that Lessee discovers any condition during the course of construction or remodeling that would indicate the possible existence of hazardous substances or materials on the Leased Premises, Lessee shall immediately notify Lessor. Lessor shall investigate the matter at its sole cost and expense. If the substances are indeed hazardous (as defined herein), Lessee shall be entitled to terminate this Lease by giving written notice of its election to do so within thirty (30) days after Lessor advises that such substances are hazardous. The obligation to pay rent shall be suspended upon the date of discovery by Lessor of the evidence of hazardous substances. If Lessee elects not to terminate this Lease, Lessor shall promptly take whatever actions are required by law to remedy, remove or otherwise clean up the Leased Premises as required by the Comprehensive Environmental Response Compensation and Liability Act. The obligation to pay rent shall be suspended from the date of discovery of the evidence of hazardous materials or substances until remediation is complete. Lessee shall be entitled to an extension of the term of this Lease for the same period of time.

13. **SIGNS.** The Lessee shall have the right to erect and install signs in and about the Leased Premises; provided, however, that all such signs shall comply with the Town of Eagle's Sign Code and shall be kept in good condition and repair at the Lessee's sole cost and expense. The design, color and size of any such sign shall be subject to prior written approval by the Lessor.

14. **ADDITIONAL COVENANTS OF THE LESSEE.** In addition to the terms, conditions and covenants set forth elsewhere in this Lease, the Lessee covenants with Lessor that the Lessee shall:

- a. Keep and maintain the Leased Premises and the common areas described in Section 1 in a sanitary condition as required by State and local laws and comply with all fire, safety, health, environmental, building, zoning, anti-discrimination and all other laws regulating the use of the Leased Premises now or hereafter in force;
- b. Keep and maintain the Leased Premises and the common areas described in Section 1, including fixtures, interior doors, floors coverings, windows, window coverings, walls and ceilings in good condition and repair, and at the expiration of this Lease to render and deliver up the Leased Premises clean and in as good an order and condition as when entered upon; loss by fire, inevitable acts, and ordinary wear, tear and depreciation excepted;
- c. Neither commit, suffer nor permit any waste, damage, disfiguration or injury to the Leased Premises or any improvements, fixtures or equipment located therein;
- d. Neither keep, use nor sell any article or substance on the Leased Premises which shall be prohibited by any insurance policy in force;
- e. Neither commit nor suffer any disorderly conduct, noise or nuisance whatsoever about the Leased Premises having a tendency to annoy or disturb other tenants located in the Property or persons on adjacent property;
- f. Neither permit nor suffer the Leased Premises or the walls or floors thereof to be endangered by overloading, nor use the Leased Premises for any purpose which would render the insurance thereon void or the insurance risk more hazardous.
- g. Be responsible, together with any other lessees, for maintenance of the sidewalk in front of the Property including snow removal and sweeping. Lessee shall also be responsible, together with any other lessees, for keeping the entryway to the Property in a clean and orderly condition.

15. **LESSOR'S OBLIGATIONS.** In addition to the terms, conditions and covenants set forth elsewhere in this Lease, the Lessor covenants with the Lessee that the Lessor shall, at Lessor's sole cost and expense, keep and maintain in good condition the following:

- a. The structural components of the Property, which structural components shall include only the foundation, bearing and exterior walls (including glass and doors), subflooring and roof; and
- b. The heating, cooling systems and electrical apparatus, wiring, water and wastewater service lines and fixtures within the building and outside the

building serving the Property; and

- c. Window frames, gutters and down spouts.

16. **DAMAGE BY LESSEE.** If any part of the Lessor's Property is damaged or destroyed through the intentional act, negligence, carelessness, abuse or misuse of or by the Lessee, the Lessee's agents, employees, contractors, or invitees, the cost of all necessary repairs and replacements shall be paid by the Lessee, to the Lessor, on demand, as additional rent.

17. **COVENANT OF QUIET ENJOYMENT.** The Lessor covenants that the Lessor is the owner of the Leased Premises and has the power and authority to grant and make the within Lease; that during the term of the Lease and subject to the terms of this Lease, and on condition that the Lessee shall discharge all of the Lessee's obligations hereunder, the Lessee shall have and enjoy the quiet and undisturbed possession of the Leased Premises.

18. **HOLDOVER.** It is mutually agreed that if, after the expiration of this Lease, or any renewal term, the Lessee shall remain in possession of the Leased Premises and continues to pay rent without written agreement as to such possession, then the Lessee shall be deemed a tenant from month to month at a rent payable, in advance, equal to the monthly rent set forth in this Lease and otherwise shall be subject to all terms and conditions of this Lease, and further provided each party shall give thirty (30) days prior written notice of the termination of such holdover tenancy.

19. **LESSOR'S RIGHT TO PERFORM.** In the event the Lessee breaches any covenant or condition of this Lease, the Lessor may cure such breach at the expense of the Lessee and the reasonable amount of all expenses, including attorney's fees and legal assistant's fees, incurred by the Lessor in doing so shall be deemed additional rent payable by Lessee on demand.

20. **ENTRY AND INSPECTION BY LESSOR.** The Lessor and the Lessor's agents and employees shall have the right to enter the Leased Premises at all reasonable times for the purpose of examining or inspecting the same, and to make such alterations, repairs, improvements or additions to the Leased Premises and the Property as the Lessor may deem necessary or desirable. The Lessor may enter by means of a master key, without liability to the Lessee, except for any failure to exercise due care for the Lessee's property, and without affecting this Lease. The Lessor shall use reasonable efforts upon any such entry not to unreasonably interrupt or interfere with the Lessee's use, enjoyment and occupancy of the Leased Premises.

21. **ABANDONMENT OF PERSONAL PROPERTY.** If the Lessee shall abandon, vacate or surrender the Leased Premises or shall be dispossessed by process of law or otherwise, then any personal property belonging to the Lessee and left on the Leased Premises shall be deemed abandoned.

22. **DEFAULT.** Each one of the following events is an "event of default":

- a. The Lessee fails to pay rent or any other amount payable to the Lessor under this Lease and such failure continues for three (3) days after written notice

of such default is given to the Lessee in accordance with Colorado law;

- b. The Lessee vacates or abandons the Leased Premises at any time prior to the expiration of this Lease or any renewal term;
- c. This Lease or possession of the Leased Premises is transferred to or obtained by any person other than Lessee without the written consent of the Lessor in accordance with the terms of this Lease;
- d. This Lease or possession of the Leased Premises is taken upon execution or by other process of law directed against the Lessee, or is taken upon attachment by any creditor of or claimant against the Lessee, and such writ is not discharged within fifteen (15) days after levy; or
- e. The Lessee fails to perform any other agreement, term, covenant or condition of this Lease on the Lessee's part to be performed and such non-performance continues for a period of fifteen (15) days after written notice of such default by Lessee is given to the Lessee by Lessor, provided that if such default cannot be reasonably cured within such fifteen (15) day period, the Lessee, in good faith, may commence such cure within such fifteen (15) day period and shall thereafter diligently proceed to completion.

23. **REMEDIES UPON DEFAULT.** In the event of an uncured default by the Lessee, the Lessor may have any one or more of the following described remedies, in addition to all other rights and remedies provided in law or in equity:

- a. The Lessor may terminate this Lease and forthwith repossess the Leased Premises and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, including the Lessor's reasonable attorney's fees and legal assistant's fees; (ii) the unpaid rent owed at the time of termination, plus the rent owed for the remainder of the Lease term, plus applicable late charges and interest thereon at the rate of eighteen percent (18%) per annum from the due date; (iii) damages for the wrongful withholding of the Leased Premises by the Lessee; and (iv) any other damages owed by the Lessee to the Lessor as provided by law.
- b. Any amounts paid by the Lessor to cure any defaults of the Lessee under this Lease which the Lessor shall have the right, but not the obligation, to cure, shall, if not repaid by the Lessee within five (5) days of written demand by the Lessor, thereafter bear interest at the rate of eighteen percent (18%) per annum until paid.

24. **DAMAGE OR DESTRUCTION OF PREMISES.** In the event the Leased Premises is destroyed or becomes untenable as a result of damage by fire or other casualty, the Lessor shall have the right, but not the obligation, to repair and restore the Leased Premises to its

former state and condition. If the Lessor elects not to repair or restore the Leased Premises, this Lease shall be deemed terminated and of no further force or effect. If the Lessor elects to repair and restore the Leased Premises as herein provided, then rent shall abate during the time the Leased Premises remains untenable. If the Lease is terminated as herein provided, the Lessee's obligation for the payment of rent shall cease as of the day following such casualty and the Lessor shall be released from any further obligations under this Lease.

25. INDEMNIFICATION OF LESSOR. The Lessee shall defend, indemnify and hold harmless the Lessor from and against any and all claims arising from (a) the Lessee's use and occupancy of the Leased Premises, or from the conduct of the Lessee's business and operations in or about the Leased Premises; (b) any breach or default in the performance of any obligation on the Lessee's part to be performed under the terms of this Lease; (c) the negligence or willful acts of the Lessee, or any of the Lessee's agents, employees, invitees or contractors; and (d) against all costs, including reasonable attorney's fees and legal assistant's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceedings brought thereon. In no event, however, shall the Lessor be entitled to indemnification under this Section if such claim arises from any breach or default in the performance of any obligation on the Lessor's part to be performed under the terms of this Lease, or arising from any negligent or willful act of the Lessor, or any of the Lessor's agents, contractors or employees.

26. INDEMNIFICATION OF LESSEE. The Lessor shall defend, indemnify and hold harmless the Lessee from and against any and all claims arising from (a) any breach or default in the performance of any obligation on the Lessor's part to be performed under the terms of this Lease; (b) the negligent or willful acts of the Lessor, or any of the Lessor's agents, contractors or employees; and (c) from and against all costs, including reasonable attorney's fees and legal assistant's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In no event, however, shall the Lessee be entitled to indemnification under this Section if such claim arises from any breach or default in the performance of any obligation on the Lessee's part to be performed under the terms of this Lease, or arising from any negligent or willful acts of the Lessee, or any of the Lessee's agents, employees, invitees or contractors.

27. ATTORNEY'S FEES. In the event of any litigation between the Lessor and the Lessee to enforce any provision of this Lease or any right of either party in this Lease, the substantially prevailing party in such litigation shall be entitled to receive all of its costs and expenses, including reasonable attorney's fees and legal assistant's fees, incurred in such proceeding from the other party. Moreover, if the Lessor, without fault, is made a party to any litigation instituted by or against the Lessee, the Lessee shall indemnify the Lessor against and protect, defend and save the Lessor harmless from all costs and expenses, including attorney's fees and legal assistant's fees, incurred by the Lessor in connection with the same. To the extent permitted by law, the Lessor and Lessee hereby waive their right to a jury trial in any legal proceeding related to this Lease.

28. LESSOR'S RIGHTS RESERVED. The Lessor reserves the following rights, exercisable without notice and without liability to the Lessee for damage or injury to property,

persons or business, and without effecting an eviction, constructive or actual, or disturbance of the Lessee's use or possession, or giving rise to any claim for setoff or abatement of rent:

- a. To make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Property and the Leased Premises and for such purpose to enter upon the Leased Premises, and during the continuance of said work to temporarily close doors, entryways and corridors in the building and to interrupt or temporarily suspend building services and facilities;
- b. To enter the Leased Premises at all reasonable times for the purpose of examining or inspecting the same; and
- c. To have and retain a paramount title to the Leased Premises free and clear of any act of the Lessee.

The Lessor shall use reasonable efforts upon any entry into the Leased Premises not to unreasonably interrupt or interfere with the Lessee's use, enjoyment and occupancy of the Leased Premises.

29. **ASSIGNMENT AND SUBLETTING.** The Lessee shall not sublet, assign, encumber, or otherwise transfer any interest in this Lease or the Leased Premises without the expressed written consent of the Lessor having been first obtained, which consent need not release the Lessee from any obligation under this Lease. Any sublease, assignment, transfer or sale of this Lease, or any part thereof, by the Lessee without the expressed written consent of the Lessor shall be invalid, null and void. It is further understood and agreed, however, that the Lessor shall have the right to freely assign and transfer the Lessor's interest in and to this Lease or the Property or the Leased Premises and the Lessee shall remain bound under the terms of this Lease without the necessity of an express attornment to any such assignee or transferee.

30. **NOTICES.** Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed ordinary first class mail, postage pre-paid, addressed to the addresses first above set forth, or to such other addresses as the parties may designate in writing. Notice shall be deemed to have been fully given, if personally delivered upon delivery thereof, and if mailed one (1) day after the mailing thereof.

31. **SURVIVAL OF RIGHTS.** Any termination of this Lease (however occasioned) shall not affect the accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

32. **INTERPRETATION.** If any clause or provision of this Lease is determined by a court to be illegal, invalid, null, void or unenforceable under present or future laws, then it is the intention of the parties to this Lease that the other terms and provisions of this Lease shall remain in full force and effect. No assent, expressed or implied, to any breach of any one (1) or more of

the covenants of this Lease shall be taken or deemed to be a waiver of any succeeding or other breach. Subject to Section 29 limiting assignments and subletting, this Lease shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. This Lease shall be governed by, and construed and enforced, in accordance with the laws of the State of Colorado. Any word contained in the text of this Lease shall be read as singular or plural and in the masculine, feminine or neuter gender as may be applicable in the particular context. The captions of sections in this Lease are for convenience only, are not part of this Lease, and do not in any way limit or amplify any term, condition or covenant. This Lease contains all of the agreements, understandings and representations between the parties. No term of this Lease shall be altered, amended, waived or modified to any extent, except by written instrument executed by both parties. This Lease may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Time is of the essence under this Lease.

33. **EXECUTION OF OTHER DOCUMENTS.** Each party agrees to execute and deliver all other documents requested by the other party necessary to carry out the terms of this Lease and such documents will contain all of the standard terms normally contained in such documents, together with all relevant terms and provisions of this Lease.

34. **EFFECT OF CONVEYANCE.** The term “Lessor” as used in this Lease means only the owner for the time being of the Leased Premises, so that, in the event of any sale of said Leased Premises, the seller shall be and hereby is entirely freed and relieved of all covenants and obligations of the Lessor hereunder, not previously accrued, for the period from and after the transfer of the Property if the security deposit is delivered from the existing Lessor to the new Lessor, and it shall be deemed and construed, without further agreement between the parties and the purchaser of the Leased Premises, that such purchaser has assumed and agreed to carry out any and all covenants and obligations of Lessor hereunder.

35. **STATEMENT OF PERFORMANCE.** Lessor agrees to furnish Lessee, or any creditor of Lessee, from time to time, upon written request therefor, a statement wherein Lessor shall acknowledge that as of the date of such statement, Lessee has performed and observed all of the covenants and conditions herein stated to be performed and observed by Lessee, and that as of said date, the leasehold estate hereby created and granted to Lessee is free of any default hereunder; provided, however, Lessor is not required to furnish Lessee or any other person with such statement more than once during any calendar year, or if at the time it is requested, Lessee is in default hereunder.

IN WITNESS WHEREOF, the parties have signed this Lease as set forth below to be effective the day and year first written above.

LESSOR:
TOWN OF EAGLE, COLORADO, a
municipal corporation, acting by and
through its Board of Trustees

By _____
Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

LESSEE:

MIKE PISCIOTTA, A SOLE
PROPRIETORSHIP, A/K/A MEAN
STREETS BOXING

By: _____

EXHIBIT "A"

Old Town Hall Building
108 W. Second Street
Eagle, CO 81631

Westerly space of lower floor consisting of approximately 1600 square feet.
Entryway and bathrooms are common areas used by other tenants. (Not part of the 1600 SF)

RESOLUTION NO. 32
(Series of 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES TOWN OF EAGLE, COLORADO
APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF EAGLE AND UTE
SPRINGS EXPERIENTIAL LEARNING CENTER FOR SPACE IN THE TOWN OF EAGLE
OLD TOWN HALL; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, the Town of Eagle is the owner of the real property situated at 108 West Second Street, Town of Eagle, County of Eagle, State of Colorado, known as the "Eagle Old Town Hall"; and

WHEREAS, the , desires to continue to lease office space at the Eagle Old Town Hall, and the Ute Springs Experiential Learning Center Town of Eagle is willing to make such space available under the same terms and conditions as contained in attached lease (Exhibit "A").

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

Section 1. The lease Agreement between the Town of Eagle, Colorado and the Ute Springs Experiential Learning Center, for the lease of space at the Eagle Town Hall, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved.

Section 2. The Mayor of the Town of Eagle is hereby authorized and directed to execute the agreement attached hereto as Exhibit "A" on behalf of the Town of Eagle.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on the 12th day of July, 2016.

TOWN OF EAGLE, COLORADO

ATTEST:

Jenny Rakow, Town Clerk

Anne McKibbin, Mayor

LEASE AGREEMENT

TOWN OF EAGLE OLD TOWN HALL

THIS LEASE is made and entered into and effective as of this ____ day of _____, 2016, by and between the **TOWN OF EAGLE, COLORADO**, a municipal corporation, whose address is P.O. Box 609, Eagle, Colorado 81631 (“Lessor”), and **UTE SPRINGS EXPERIENTIAL LEARNING CENTER LLC**, whose address is _____ (“Lessee”).

RECITALS

WHEREAS, Lessor is the owner of the real property situate at 108 West Second Street, Town of Eagle, County of Eagle, State of Colorado, known as the “Eagle Old Town Hall”, (the “Property”); and

WHEREAS, Lessee desires to rent and lease a portion of the Property from Lessor, as described in Exhibit “A”, attached hereto and incorporated herein by this reference (“Leased Premises”).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee agree as follows:

1. **LEASED PREMISES.** The Lessor hereby leases to Lessee the portion of the Property described in Exhibit “A”, attached hereto and incorporated herein by this reference, situate in the Town of Eagle, County of Eagle, State of Colorado (“Leased Premises”). Such letting is upon and subject to the terms, conditions and covenants set forth below, and Lessee covenants as a material part of the consideration for this Lease to keep and perform all such terms, conditions and covenants. In addition, Lessee shall have full and complete access to and use of the common areas of the Property described as the two (2) restrooms, hallways to restrooms, and entryway to the building. Said common areas shall also be available for use by other building tenants.

2. **COMMENCEMENT/LEASE TERM.** The initial term of this Lease shall commence July 1, 2016 for a period of one (1) year. Upon execution of this Lease and upon delivery of the insurance certificates required by Section 9 below and delivery of the security deposit, Lessee shall be permitted to enter the Leased Premises between April 15 and August 1, 2016, as determined by the Lessor's Town Manager. The first Lease payment shall be due on August 1, 2016. In the event Lessee elects to exercise its option to renew the Lease for an additional one (1) year term, Lessee shall provide Lessor at least sixty (60) days advance written notice of its election. Lessee may terminate this Lease, with thirty (30) days written notice to Lessor..

3. **RENT.** Lessee shall pay to Lessor for the initial term annual rent in the amount of

three thousand one hundred twenty (\$3,120.00) payable in the amount of \$260.00 per month on the 1st day of each month for the Leased Premises commencing August 1, 2016, at the Lessor's address stated above. In the event Lessee fails to make any rent payment within five (5) days following the scheduled monthly payment date, Lessee shall pay a late fee charge in the amount of fifty dollars (\$50.00) in addition to interest on the unpaid monthly balance and any applicable late fees at the rate of eighteen percent (18%) per annum, compounded monthly, until fully paid. The rent shall be paid to Lessor without notice or demand and without abatement, deduction or setoff unless otherwise specifically permitted in this Lease.

4. **SECURITY DEPOSIT.** Upon execution of this Lease, the Lessee shall deliver to Lessor a security deposit in the amount of five hundred twenty dollars (\$520.00). Said deposit may be commingled by Lessor with its other funds and shall be received by Lessor without liability for interest, as security for Lessee's faithful performance of all of the provisions of this Lease, including the obligation to pay rent. For so long as the security deposit has not been repaid by Lessor, it shall constitute an account payable by Lessor to Lessee. Within sixty (60) days following termination of this Lease, to the extent, if any, that Lessor has not applied the security deposit as herein permitted, the balance shall be returned to Lessee. If Lessee shall default with respect to any covenant, duty or obligation of Lessee under this Lease, then the security deposit or any part thereof may be applied by Lessor (but Lessor shall not be obligated to do so) to the damages sustained by Lessor by reason of any such default or to any indebtedness owing by reason of any failure of Lessee to make any required monetary payment under this Lease. Lessor shall provide Lessee a written notice and accounting of such applications of the security deposit. No such application shall be construed as an agreement to limit the amount of Lessor's claim for damages or as a waiver of any damages or release of any indebtedness, and any claim of Lessor under this Lease not recovered in full from the security deposit shall remain in full force and effect.

At any time when Lessor has made any such application of all or any part of the security deposit, Lessor shall have the right (but not the obligation) at any time thereafter to request that Lessee pay to Lessor a sum or sums equal to the amount so applied by Lessor so that Lessor will always have in its possession a sum equal to the amount of the security deposit stated above. Lessee shall make each such requested remittance within ten (10) days following such written request from Lessor and each such remittance received by Lessor shall thereupon constitute a part of the security deposit subject to the terms and provisions of this Lease. Failure to make any such requested remittance within such ten (10) day period may be treated by Lessor as a failure of Lessee to make timely payment of rent and as an event of default.

In the event of any conveyance or other transfer of the Leased Premises by Lessor, Lessor's remittance of the security deposit or any remaining portion thereof to Lessor's transferee shall release and relieve Lessor of any further obligation or liability to Lessee with respect to the security deposit. Lessor shall comply with all applicable State laws concerning application of the security deposit and any required notices to Lessee.

5. **POSSESSION.** Upon execution of this Lease by both parties, full payment of the security deposit, and upon delivery of an insurance certificate to Lessor by Lessee as required by Section 9 below, Lessee shall be entitled to full access and possession of the Leased Premises

between April and July 1, 2016, as determined by the Lessor's Town Manager.

6. **LESSOR INSTALLED IMPROVEMENTS.** Lessee shall be entitled to use all improvements installed by Lessor and all furnishings belonging to Lessor.

7. **USE OF LEASED PREMISES.** Lessee shall use or cause the Leased Premises to be used for the purpose of operating a non-profit administrative office. Lessee covenants that it will not permit the Leased Premises to be used for any illegal or immoral purpose, and that Lessee will not do, or suffer to be done, in or about the Leased Premises, any act or thing that may be a nuisance, annoyance, or inconvenience to Lessor or any other lessees of the Property.

8. **UTILITY AND OTHER SERVICES.** Lessee's rent charges shall include the average utilities for its proportional share of electric, natural gas monthly service charges, water, sewer and trash based on the square footage occupied by Lessee and all other tenants. The Lessee shall be solely responsible for and shall pay the cost of telecommunications and cable service and any security alarm systems to the Leased Premises. The Lessee shall arrange for such telecommunications and cable services in its own name. The physical installation of any additional telecommunication services shall be subject to the Lessor's prior written approval.

9. **INSURANCE.** The Lessor shall keep and maintain (a) fire, casualty and extended coverage insurance on the Leased Premises in such amounts as the Lessor shall from time to time determine; and (b) fire and extended coverage insurance on the Town's personal property remaining within the Leased Premises in such amounts as the Lessor shall from time to time determine.

Lessee shall keep and maintain (a) public liability insurance for the Leased Premises and any business or operations conducted on the Leased Premises, with coverage for bodily injury and property damage on a comprehensive basis with limits of not less than one million dollars (\$1,000,000.00) per occurrence; and (b) fire and extended coverage insurance on the Lessee's personal property and contents within the Leased Premises equal to the full replacement cost. All public liability insurance policies shall name the Lessor as an additional insured. The Lessee shall provide the Lessor with certificates of such insurance prior to taking possession. No such policy or policies may be cancelled without thirty (30) days prior written notice to the Lessor, and said certificate shall so provide. In the event of damage to the Leased Premises covered by insurance, the Lessor shall use its proceeds of such insurance to repair and restore the Leased Premises, except as otherwise provided herein. All insurance companies selected by the Lessee shall be licensed to do business in the State of Colorado and rated A+1. In the event the Lessor elects to also maintain public liability insurance for the Property or the Leased Premises, the Lessee's public liability insurance for the Leased Premises shall be deemed the primary insurance coverage.

10. **ACCEPTANCE OF PREMISES.** The Lessee accepts the Leased Premises in its present condition. The Lessee acknowledges that it has inspected the Leased Premises and all utilities, appurtenances, access and other services to the Leased Premises, and it is satisfied with all aspects of the same. The Lessee further acknowledges that neither the Lessor nor any agent or other representative of the Lessor has made any representation or warranty as to suitability of

the Leased Premises for the conduct of the Lessee's operations and business. All work, improvements and alterations required for the Lessee's use of the Leased Premises will be accomplished at the Lessee's sole cost and expense. The Lessee shall, at the Lessee's sole expense, keep the interior of the Leased Premises in good repair during the term of this Lease.

11. **ALTERATION OF PREMISES.** The Lessee shall not, without the prior written consent of the Lessor, make any alterations, improvements, or additions to the Leased Premises, including, but not limited to, partitions, wall coverings, floor coverings and special lighting installations.

In the event the Lessee desires to make any alterations, improvements or additions, the Lessee shall first submit plans and specifications and obtain the Lessor's written consent for the same prior to commencing any such work. All alterations, improvements or additions, whether temporary or permanent in nature, made by the Lessor or the Lessee in or about the Leased Premises, shall become the Lessor's property and shall remain upon the Leased Premises at the termination of this Lease by lapse of time or otherwise, without compensation to the Lessee (excepting only the Lessee's furniture, trade fixtures and equipment) provided, however, the Lessor shall have the right to require the Lessee to remove such alterations, improvements or additions at the Lessee's cost upon the termination of this Lease and repair any damage caused to the Leased Premises as a result of any such removal. Such repair costs shall be paid for by the Lessee. The Lessee shall promptly pay the cost and expense of all work on the Leased Premises and upon completion deliver to the Lessor evidence of payment and waivers of all liens for labor, servicing or materials. The Lessee shall defend and hold the Lessor and the Leased Premises harmless from all costs, damages or liens for labor, services or material relating to such work. At least five (5) days prior to the commencement of any work on the Leased Premises, the Lessee shall notify the Lessor of the names and addresses of the persons supplying labor and materials for the proposed work. During the progress of any such work on the Leased Premises, the Lessor shall have the right to go upon and inspect the Leased Premises at all reasonable times, and shall have the right to post and keep posted thereon notices of non-liability as provided by law.

12. **HAZARDOUS MATERIALS AND SUBSTANCES.** Lessee shall not cause or permit at any time during the term of this Lease or any renewals, extensions or modifications thereof, any hazardous material or substance (as defined below) to be brought upon, kept, or used in or about the Leased Premises by the Lessee, the Lessee's agents, employees, contractors or invitees. As used herein, the term "hazardous material or substance" means any hazardous or toxic substances, material or waste which is or becomes regulated by any local, State or federal government authority, including the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Hazardous Material Transportation Act, or the Toxic Substances Control Act. The term "hazardous material or substance" includes without limitation, (a) any material or substance that is defined as a "hazardous substance" or "hazardous waste" under applicable law, (b) petroleum, (c) asbestos, or (d) any material that is defined as a "regulated substance."

Lessee shall comply with all environmental laws, orders, and regulations of federal, State, County and Town authorities, and with any directive issued pursuant to law by any public officer

thereof, which shall impose any order or duty upon Lessee pertaining to the construction, use or occupancy of the Leased Premises by Lessee, its assignees or sub-lessees.

Lessee shall have the right, upon giving written notice to Lessor, to contest any obligation imposed upon Lessee pursuant to the provisions of this Section, and to defer compliance during the pendency of the contest proceedings, provided that the failure of Lessee to comply will not subject Lessor to any civil fine or criminal penalty.

Notwithstanding the foregoing, in the event that Lessee's failure to promptly fulfill the contested obligations could pose an imminent threat to public health, public safety and/or the environment, the Lessee shall immediately perform whatever actions may be required to abate the immediate threat. Thereafter, Lessee may contest the obligations and defer further compliance, as set forth above.

Lessee shall provide Lessor with copies of all documents served upon Lessee or its counsel, and served by Lessee or its counsel, upon any governmental authority.

Failure of Lessee to comply with the provisions of this Section shall be an event of default under the terms of this Lease and shall entitle Lessor to pursue all applicable remedies. In addition, Lessor shall be entitled to collect from Lessee any fines, penalties, expenses of defense (including attorney's fees and legal assistant's fees), expenses of compliance and other damages incurred by Lessor by reason of Lessee's default under this Section.

In the event that Lessee discovers any condition during the course of construction or remodeling that would indicate the possible existence of hazardous substances or materials on the Leased Premises, Lessee shall immediately notify Lessor. Lessor shall investigate the matter at its sole cost and expense. If the substances are indeed hazardous (as defined herein), Lessee shall be entitled to terminate this Lease by giving written notice of its election to do so within thirty (30) days after Lessor advises that such substances are hazardous. The obligation to pay rent shall be suspended upon the date of discovery by Lessor of the evidence of hazardous substances. If Lessee elects not to terminate this Lease, Lessor shall promptly take whatever actions are required by law to remedy, remove or otherwise clean up the Leased Premises as required by the Comprehensive Environmental Response Compensation and Liability Act. The obligation to pay rent shall be suspended from the date of discovery of the evidence of hazardous materials or substances until remediation is complete. Lessee shall be entitled to an extension of the term of this Lease for the same period of time.

13. **SIGNS.** The Lessee shall have the right to erect and install signs in and about the Leased Premises; provided, however, that all such signs shall comply with the Town of Eagle's Sign Code and shall be kept in good condition and repair at the Lessee's sole cost and expense. The design, color and size of any such sign shall be subject to prior written approval by the Lessor.

14. **ADDITIONAL COVENANTS OF THE LESSEE.** In addition to the terms, conditions and covenants set forth elsewhere in this Lease, the Lessee covenants with Lessor that the Lessee shall:

- a. Keep and maintain the Leased Premises and the common areas described in Section 1 in a sanitary condition as required by State and local laws and comply with all fire, safety, health, environmental, building, zoning, anti-discrimination and all other laws regulating the use of the Leased Premises now or hereafter in force;
- b. Keep and maintain the Leased Premises and the common areas described in Section 1, including fixtures, interior doors, floors coverings, windows, window coverings, walls and ceilings in good condition and repair, and at the expiration of this Lease to render and deliver up the Leased Premises clean and in as good an order and condition as when entered upon; loss by fire, inevitable acts, and ordinary wear, tear and depreciation excepted;
- c. Neither commit, suffer nor permit any waste, damage, disfiguration or injury to the Leased Premises or any improvements, fixtures or equipment located therein;
- d. Neither keep, use nor sell any article or substance on the Leased Premises which shall be prohibited by any insurance policy in force;
- e. Neither commit nor suffer any disorderly conduct, noise or nuisance whatsoever about the Leased Premises having a tendency to annoy or disturb other tenants located in the Property or persons on adjacent property;
- f. Neither permit nor suffer the Leased Premises or the walls or floors thereof to be endangered by overloading, nor use the Leased Premises for any purpose which would render the insurance thereon void or the insurance risk more hazardous.
- g. Be responsible, together with any other lessees, for maintenance of the sidewalk in front of the Property including snow removal and sweeping. Lessee shall also be responsible, together with any other lessees, for keeping the entryway to the Property in a clean and orderly condition.

15. **LESSOR'S OBLIGATIONS.** In addition to the terms, conditions and covenants set forth elsewhere in this Lease, the Lessor covenants with the Lessee that the Lessor shall, at Lessor's sole cost and expense, keep and maintain in good condition the following:

- a. The structural components of the Property, which structural components shall include only the foundation, bearing and exterior walls (including glass and doors), subflooring and roof; and
- b. The heating, cooling systems and electrical apparatus, wiring, water and

wastewater service lines and fixtures within the building and outside the building serving the Property; and

- c. Window frames, gutters and down spouts.

16. **DAMAGE BY LESSEE.** If any part of the Lessor's Property is damaged or destroyed through the intentional act, negligence, carelessness, abuse or misuse of or by the Lessee, the Lessee's agents, employees, contractors, or invitees, the cost of all necessary repairs and replacements shall be paid by the Lessee, to the Lessor, on demand, as additional rent.

17. **COVENANT OF QUIET ENJOYMENT.** The Lessor covenants that the Lessor is the owner of the Leased Premises and has the power and authority to grant and make the within Lease; that during the term of the Lease and subject to the terms of this Lease, and on condition that the Lessee shall discharge all of the Lessee's obligations hereunder, the Lessee shall have and enjoy the quiet and undisturbed possession of the Leased Premises.

18. **HOLDOVER.** It is mutually agreed that if, after the expiration of this Lease, or any renewal term, the Lessee shall remain in possession of the Leased Premises and continues to pay rent without written agreement as to such possession, then the Lessee shall be deemed a tenant from month to month at a rent payable, in advance, equal to the monthly rent set forth in this Lease and otherwise shall be subject to all terms and conditions of this Lease, and further provided each party shall give thirty (30) days prior written notice of the termination of such holdover tenancy.

19. **LESSOR'S RIGHT TO PERFORM.** In the event the Lessee breaches any covenant or condition of this Lease, the Lessor may cure such breach at the expense of the Lessee and the reasonable amount of all expenses, including attorney's fees and legal assistant's fees, incurred by the Lessor in doing so shall be deemed additional rent payable by Lessee on demand.

20. **ENTRY AND INSPECTION BY LESSOR.** The Lessor and the Lessor's agents and employees shall have the right to enter the Leased Premises at all reasonable times for the purpose of examining or inspecting the same, and to make such alterations, repairs, improvements or additions to the Leased Premises and the Property as the Lessor may deem necessary or desirable. The Lessor may enter by means of a master key, without liability to the Lessee, except for any failure to exercise due care for the Lessee's property, and without affecting this Lease. The Lessor shall use reasonable efforts upon any such entry not to unreasonably interrupt or interfere with the Lessee's use, enjoyment and occupancy of the Leased Premises.

21. **ABANDONMENT OF PERSONAL PROPERTY.** If the Lessee shall abandon, vacate or surrender the Leased Premises or shall be dispossessed by process of law or otherwise, then any personal property belonging to the Lessee and left on the Leased Premises shall be deemed abandoned.

22. **DEFAULT.** Each one of the following events is an "event of default":

- a. The Lessee fails to pay rent or any other amount payable to the Lessor under

this Lease and such failure continues for three (3) days after written notice of such default is given to the Lessee in accordance with Colorado law;

- b. The Lessee vacates or abandons the Leased Premises at any time prior to the expiration of this Lease or any renewal term;
- c. This Lease or possession of the Leased Premises is transferred to or obtained by any person other than Lessee without the written consent of the Lessor in accordance with the terms of this Lease;
- d. This Lease or possession of the Leased Premises is taken upon execution or by other process of law directed against the Lessee, or is taken upon attachment by any creditor of or claimant against the Lessee, and such writ is not discharged within fifteen (15) days after levy; or
- e. The Lessee fails to perform any other agreement, term, covenant or condition of this Lease on the Lessee's part to be performed and such non-performance continues for a period of fifteen (15) days after written notice of such default by Lessee is given to the Lessee by Lessor, provided that if such default cannot be reasonably cured within such fifteen (15) day period, the Lessee, in good faith, may commence such cure within such fifteen (15) day period and shall thereafter diligently proceed to completion.

23. **REMEDIES UPON DEFAULT.** In the event of an uncured default by the Lessee, the Lessor may have any one or more of the following described remedies, in addition to all other rights and remedies provided in law or in equity:

- a. The Lessor may terminate this Lease and forthwith repossess the Leased Premises and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, including the Lessor's reasonable attorney's fees and legal assistant's fees; (ii) the unpaid rent owed at the time of termination, plus the rent owed for the remainder of the Lease term, plus applicable late charges and interest thereon at the rate of eighteen percent (18%) per annum from the due date; (iii) damages for the wrongful withholding of the Leased Premises by the Lessee; and (iv) any other damages owed by the Lessee to the Lessor as provided by law.
- b. Any amounts paid by the Lessor to cure any defaults of the Lessee under this Lease which the Lessor shall have the right, but not the obligation, to cure, shall, if not repaid by the Lessee within five (5) days of written demand by the Lessor, thereafter bear interest at the rate of eighteen percent (18%) per annum until paid.

24. **DAMAGE OR DESTRUCTION OF PREMISES.** In the event the Leased Premises is destroyed or becomes untenable as a result of damage by fire or other casualty, the

Lessor shall have the right, but not the obligation, to repair and restore the Leased Premises to its former state and condition. If the Lessor elects not to repair or restore the Leased Premises, this Lease shall be deemed terminated and of no further force or effect. If the Lessor elects to repair and restore the Leased Premises as herein provided, then rent shall abate during the time the Leased Premises remains untenable. If the Lease is terminated as herein provided, the Lessee's obligation for the payment of rent shall cease as of the day following such casualty and the Lessor shall be released from any further obligations under this Lease.

25. INDEMNIFICATION OF LESSOR. The Lessee shall defend, indemnify and hold harmless the Lessor from and against any and all claims arising from (a) the Lessee's use and occupancy of the Leased Premises, or from the conduct of the Lessee's business and operations in or about the Leased Premises; (b) any breach or default in the performance of any obligation on the Lessee's part to be performed under the terms of this Lease; (c) the negligence or willful acts of the Lessee, or any of the Lessee's agents, employees, invitees or contractors; and (d) against all costs, including reasonable attorney's fees and legal assistant's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceedings brought thereon. In no event, however, shall the Lessor be entitled to indemnification under this Section if such claim arises from any breach or default in the performance of any obligation on the Lessor's part to be performed under the terms of this Lease, or arising from any negligent or willful act of the Lessor, or any of the Lessor's agents, contractors or employees.

26. INDEMNIFICATION OF LESSEE. The Lessor shall defend, indemnify and hold harmless the Lessee from and against any and all claims arising from (a) any breach or default in the performance of any obligation on the Lessor's part to be performed under the terms of this Lease; (b) the negligent or willful acts of the Lessor, or any of the Lessor's agents, contractors or employees; and (c) from and against all costs, including reasonable attorney's fees and legal assistant's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In no event, however, shall the Lessee be entitled to indemnification under this Section if such claim arises from any breach or default in the performance of any obligation on the Lessee's part to be performed under the terms of this Lease, or arising from any negligent or willful acts of the Lessee, or any of the Lessee's agents, employees, invitees or contractors.

27. ATTORNEY'S FEES. In the event of any litigation between the Lessor and the Lessee to enforce any provision of this Lease or any right of either party in this Lease, the substantially prevailing party in such litigation shall be entitled to receive all of its costs and expenses, including reasonable attorney's fees and legal assistant's fees, incurred in such proceeding from the other party. Moreover, if the Lessor, without fault, is made a party to any litigation instituted by or against the Lessee, the Lessee shall indemnify the Lessor against and protect, defend and save the Lessor harmless from all costs and expenses, including attorney's fees and legal assistant's fees, incurred by the Lessor in connection with the same. To the extent permitted by law, the Lessor and Lessee hereby waive their right to a jury trial in any legal proceeding related to this Lease.

28. LESSOR'S RIGHTS RESERVED. The Lessor reserves the following rights,

exercisable without notice and without liability to the Lessee for damage or injury to property, persons or business, and without effecting an eviction, constructive or actual, or disturbance of the Lessee's use or possession, or giving rise to any claim for setoff or abatement of rent:

- a. To make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Property and the Leased Premises and for such purpose to enter upon the Leased Premises, and during the continuance of said work to temporarily close doors, entryways and corridors in the building and to interrupt or temporarily suspend building services and facilities;
- b. To enter the Leased Premises at all reasonable times for the purpose of examining or inspecting the same; and
- c. To have and retain a paramount title to the Leased Premises free and clear of any act of the Lessee.

The Lessor shall use reasonable efforts upon any entry into the Leased Premises not to unreasonably interrupt or interfere with the Lessee's use, enjoyment and occupancy of the Leased Premises.

29. **ASSIGNMENT AND SUBLETTING.** The Lessee shall not sublet, assign, encumber, or otherwise transfer any interest in this Lease or the Leased Premises without the expressed written consent of the Lessor having been first obtained, which consent need not release the Lessee from any obligation under this Lease. Any sublease, assignment, transfer or sale of this Lease, or any part thereof, by the Lessee without the expressed written consent of the Lessor shall be invalid, null and void. It is further understood and agreed, however, that the Lessor shall have the right to freely assign and transfer the Lessor's interest in and to this Lease or the Property or the Leased Premises and the Lessee shall remain bound under the terms of this Lease without the necessity of an express attornment to any such assignee or transferee.

30. **NOTICES.** Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed ordinary first class mail, postage pre-paid, addressed to the addresses first above set forth, or to such other addresses as the parties may designate in writing. Notice shall be deemed to have been fully given, if personally delivered upon delivery thereof, and if mailed one (1) day after the mailing thereof.

31. **SURVIVAL OF RIGHTS.** Any termination of this Lease (however occasioned) shall not affect the accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

32. **INTERPRETATION.** If any clause or provision of this Lease is determined by a court to be illegal, invalid, null, void or unenforceable under present or future laws, then it is the intention of the parties to this Lease that the other terms and provisions of this Lease shall remain

in full force and effect. No assent, expressed or implied, to any breach of any one (1) or more of the covenants of this Lease shall be taken or deemed to be a waiver of any succeeding or other breach. Subject to Section 29 limiting assignments and subletting, this Lease shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. This Lease shall be governed by, and construed and enforced, in accordance with the laws of the State of Colorado. Any word contained in the text of this Lease shall be read as singular or plural and in the masculine, feminine or neuter gender as may be applicable in the particular context. The captions of sections in this Lease are for convenience only, are not part of this Lease, and do not in any way limit or amplify any term, condition or covenant. This Lease contains all of the agreements, understandings and representations between the parties. No term of this Lease shall be altered, amended, waived or modified to any extent, except by written instrument executed by both parties. This Lease may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Time is of the essence under this Lease.

33. **EXECUTION OF OTHER DOCUMENTS.** Each party agrees to execute and deliver all other documents requested by the other party necessary to carry out the terms of this Lease and such documents will contain all of the standard terms normally contained in such documents, together with all relevant terms and provisions of this Lease.

34. **EFFECT OF CONVEYANCE.** The term “Lessor” as used in this Lease means only the owner for the time being of the Leased Premises, so that, in the event of any sale of said Leased Premises, the seller shall be and hereby is entirely freed and relieved of all covenants and obligations of the Lessor hereunder, not previously accrued, for the period from and after the transfer of the Property if the security deposit is delivered from the existing Lessor to the new Lessor, and it shall be deemed and construed, without further agreement between the parties and the purchaser of the Leased Premises, that such purchaser has assumed and agreed to carry out any and all covenants and obligations of Lessor hereunder.

35. **STATEMENT OF PERFORMANCE.** Lessor agrees to furnish Lessee, or any creditor of Lessee, from time to time, upon written request therefor, a statement wherein Lessor shall acknowledge that as of the date of such statement, Lessee has performed and observed all of the covenants and conditions herein stated to be performed and observed by Lessee, and that as of said date, the leasehold estate hereby created and granted to Lessee is free of any default hereunder; provided, however, Lessor is not required to furnish Lessee or any other person with such statement more than once during any calendar year, or if at the time it is requested, Lessee is in default hereunder.

IN WITNESS WHEREOF, the parties have signed this Lease as set forth below to be effective the day and year first written above.

LESSOR:
TOWN OF EAGLE, COLORADO, a
municipal corporation, acting by and
through its Board of Trustees

By _____
Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

LESSEE:

UTE SPRINGS EXPERIENTIAL
LEARNING CENTER LLC

By: _____

EXHIBIT "A"

Old Town Hall Building
108 W. Second Street
Eagle, CO 81631

Upper floor consisting of approximately 680 square feet.
Entryway and bathrooms are common areas used by other tenants. (Not part of the 680 SF)

RESOLUTION 2016 - 33

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO SUPPORTING THE AGREEMENT BETWEEN THE TOWN OF EAGLE AND THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND.

WHEREAS, the Town of Eagle supports the Great Outdoors Colorado grant application for the Eagle Valley Elementary School IB and Community Play Yard; and

WHEREAS, the Town of Eagle has received a grant from Great Outdoors Colorado to fund the Eagle Valley Elementary School IB and Community Play Yard, subject to the execution of a grant agreement.

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

SECTION 1: The Town Board of Trustees hereby authorizes the Town Manager to sign the grant agreement with Great Outdoors Colorado.

SECTION 2: The Town Board of Trustees hereby authorizes the expenditure of funds as necessary to meet the terms and obligations of the grant agreement and application.

SECTION 3: This resolution to be in full force and effect from and after its passage and approval.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on July 12, 2016.

TOWN OF EAGLE, COLORADO

By: _____
Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, CMC
Town Clerk

GRANT AGREEMENT

PROJECT:

Project Title: Eagle Valley Elementary School IB and Community Play Yard
Contract Number: 16426
Completion Date: June 13, 2018

PARTIES TO AGREEMENT:

Board: The State Board of the Great Outdoors Colorado Trust Fund
303 East 17th Avenue, Suite 1060
Denver, CO 80203

Grantee: Town of Eagle

RECITALS

A. The State Board of the Great Outdoors Colorado Trust Fund (referred to herein as “GOCO” or the “Board”) is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to the Board and directs the Board to invest those proceeds in the State’s parks, wildlife, open space and recreational resources.

B. In 1994, the Board created a statewide grant program, pursuant to which eligible entities could apply for grants for local government parks and outdoor recreation projects to which Grantee responded with a detailed application (the “Project Application”).

C. Grantee submitted a Project Application to the Board which contemplates the execution of the project entitled and described above (the “Project”). The Project is briefly described in the Project Summary attached hereto as Exhibit A. The parties acknowledge that they have on file a complete copy of the Project Application, which is incorporated herein.

D. The Board approved Grantee’s Project Application on June 13, 2016, subject to the execution of a detailed grant agreement, and subject to the terms and conditions set forth herein. The parties intend this agreement to be the detailed final grant agreement required by the Board (the “Agreement”).

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into the terms of this Agreement.

2. **Representations and Warranties of Grantee.**
 - a. Grantee is a Municipality, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.

 - b. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached hereto as Exhibit B.

 - c. Grantee warrants that it has good and sufficient title to the property or properties on which the Project is to be located (the "Property"). GOCO may require Grantee to provide evidence of its ownership of the Property and encumbrances against the Property satisfactory to GOCO in GOCO's discretion prior to funding..

3. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed \$100,000.00 (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the final plans, specifications, designs and uses approved by the Board.

4. **Project Scope.** Grantee shall not materially modify the Project or the Project budget (attached hereto as Exhibit C, the "Budget") without the prior written approval of the Executive Director of GOCO ("Executive Director") or the Executive Director's designee, such approval to be in GOCO's sole discretion. Any material modification to the Project undertaken without GOCO's prior written consent may be deemed a breach of this Agreement by GOCO, entitling GOCO to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Project Application, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.

5. **Grantee Efforts.** Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and GOCO's approvals related to the Project.

6. **Completion Date.** Grantee shall complete the Project and submit its Final Report no later than June 13, 2018 (the "Completion Date") which is 24 months after the Board's approval of the Project. Grantee may request an extension of the Completion Date in compliance with GOCO's Overdue Grants Policy, a summary of which is attached as Exhibit D ("Overdue Grants Policy"). If Grantee determines with reasonable probability that the Project will not or

cannot be completed by the Completion Date or any extended completion date, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.

7. **Matching Funds.** Grantee shall obtain the matching cash and in-kind contributions for the Project as reflected in the Budget and as required by GOCO policy, and shall provide such evidence of the same as GOCO may require in its reasonable discretion.

8. **Disbursement of Funds.**

a. Progress Payment: Grantee may opt to receive a portion of the Grant funds after starting but prior to completing work on the Project (a "Progress Payment"). Grantee shall provide GOCO with a progress report detailing expenditures and progress made to date ("Progress Report"). The Progress Report must be submitted using GOCO's Progress Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. A Progress Payment shall not exceed GOCO's percentage of expected overall costs (as determined by the GOCO-approved budget) applied to the value of documented eligible expenses or 50% of the Grant, whichever is less. A Progress Payment shall be considered a loan until the Project is complete and Final Payment (as defined below) has been made.

b. Final Payment: Once the Project is complete, Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project (the "Final Report"). The Project is "complete" when all facilities, trails or other improvements included in the Project have been built and are ready for their intended use. The Final Report must be submitted using GOCO's Final Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon GOCO's review and approval of the Final Report, GOCO shall pay the outstanding balance on the Grant (the "Final Payment"), subject to any reductions contemplated by any provision of this Agreement.

9. **Conditions for Disbursement of Funds.** Except as provided in Paragraph 10 below, the Grant is subject to the following requirements and conditions.

a. The Grant and all matching funds shall be used only for the cost of fixed assets, including construction of new facilities, and enlargement or renovation of existing facilities. The Grant and all matching funds may not be used to pay for maintenance costs, administrative costs (such as salaries associated with administering the Grant, office supplies, telephone, or travel expenses), non-fixed assets (such as athletic or maintenance equipment), or any other costs deemed to be ineligible by the Board, at the Board's sole discretion.

b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). GOCO may, in its discretion, depending on the nature of the Project, require documentation of mechanics lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.

c. Except as otherwise agreed to in advance by GOCO in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which GOCO has not agreed may result in a reduction in the Grant. “Material modifications” may include, but are not necessarily limited to, a reduction in the total cost of the Project, a reduction in the size or number of recreational development components to be constructed, changes to the nature of the recreational development components to be constructed, or any other variance from the Project as presented in the Project Application. It is the sole responsibility of Grantee to inform GOCO of any such modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

10. **Waiver.** The Executive Director or the Executive Director’s designee may in such person’s discretion, waive or agree to modify one or more of the obligations in sections 8, 9, and 16 of the Agreement, or may permit performance of one or more of such obligations subsequent to disbursement.

11. **Payment of Grant Subject to Sufficient Net Lottery Proceeds.** Payment of the Grant is subject to GOCO’s determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable in its discretion, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future GOCO operating expenses and budgetary needs.

12. **Project Operation and Maintenance.**

a. Subject to annual appropriations, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified and for the useful life of the Project in the Project Application, in accordance with product warranties and/or the generally accepted standards in the parks/recreation community, and provide and maintain access to the Project and to the Property, regardless of the Property’s ownership. The Grantee has estimated a useful life of years in the project application.

b. Failure to comply with the provisions of Paragraph 12.a. may be deemed a breach by Grantee under Paragraph 21, below.

c. GOCO shall not be liable for any cost of maintenance, management or operation of the Project.

d. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

e. The Grantee’s administrative staff shall present to the Grantee during the Grantee’s annual budget process a request for an appropriation sufficient to meet the financial obligations of the Grantee presented by this Agreement. The Grantee will use its best efforts to fully

consider such appropriation and the Parties understand that Board is relying upon fair and full consideration of annual appropriation in its decision to extend its resources and the grant hereunder, and enter into this Agreement. In the event that the Grantee fails to appropriate sufficient funds to meet the obligations of this Agreement, the Grantee shall provide notice to the Board of the specific reason(s) for any decision not to appropriate funding. Grantee's administrative staff shall notify the Board of any recommendation not to fund or to partially fund the annual appropriation necessary to fulfill Grantee's obligations hereunder.

13. **Public Access.** Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project for the term specified in Section 12. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

14. **Compliance with Regulatory Requirements and Federal and State Mandates.** Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, permits, approvals, and other similar requirements. To the extent permitted by law, Grantee will indemnify and hold the Board harmless from any liability for any failure to comply with any such applicable requirements.

15. **Nondiscrimination.** During the performance of this Agreement, Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

16. **Publicity and Project Information.**

a. Grantee shall erect and maintain a sign at a prominent location on the Project site acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs.

i. GOCO shall approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards. Plans shall be submitted to the Board for review and approval prior to completion of the Project.

ii. The Board may withhold Final Payment pending evidence of placement of permanent signage.

- b. Grantee shall acknowledge Board funding in all publicity issued by it concerning the Project.
- c. Grantee shall cooperate with the Board or the Board's designee in advance in preparing public information pieces related to the Project.
- d. Grantee shall give the Board the right and opportunity to use information gained from the Project.
- e. Grantee shall give the Board a minimum 30 days' notice of Project grand openings, dedications, or other events.
- f. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials.
- g. Grantee shall provide quality digital photographs or printed photographs, if unable to provide digital photographs (collectively, "Photographs") of the completed Project with the Final Report. For the avoidance of doubt, all Photographs taken by Grantee of the Project constitutes a "work made for hire" pursuant to the U.S. copyright law (17 U.S.C. Section 201(b)) Grantee agrees that all copyrights and other property rights, in the Photographs developed by Grantee in conjunction with the Project are further owned by GOCO and Grantee hereby forever and irrevocably assigns to GOCO, without further consideration, all right, title and interest in such copyrights and other proprietary rights. Grantee agrees that GOCO, its successors and assigns, shall have the exclusive right to file copyright applications in the United States and throughout the world to the Photographs, or any portion thereof, in the name of GOCO. Grantee hereby agrees that GOCO, its successors and assigns may act as attorney-in-fact to execute any documents that GOCO deems necessary to record this grant with the United States Copyright Office or elsewhere. Grantee agrees to execute any and all documents reasonably requested by GOCO to enforce its rights under this provision.
- h. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

17. **Liability.**

- a. Grantee shall be responsible for, and to the extent permitted by law (including any constitutional or statutory limitations on the ability of a governmental entity to provide indemnification), indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable legal fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, the Board, its members, officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement. Grantee acknowledges that Grantee is the owner

of the Project and the Property upon which it is located, or has control of the Project and the Property, and that GOCO neither possesses nor controls the Project, the Property, nor the operations of the Project.

b. Anything else in this Agreement to the contrary notwithstanding, no term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act (“CGIA”) as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.* The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

18. **Audits and Accounting.** Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. The Board, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Grant. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

19. **Inspection.** Throughout the term of this Agreement, GOCO shall have the right to inspect the Project to ascertain compliance with this Agreement.

20. **Withdrawal of Board Funding; Termination of Agreement.** Anything else in this Agreement or otherwise to the contrary notwithstanding, the Board may withdraw, in whole or in part, the Grant and/or terminate this Agreement, and/or seek a refund of payments already made if the Board determines in its discretion that:

a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;

b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Project Application and such material modifications have not received the prior written approval of GOCO;

c. any statement or representation made by Grantee in the Project Application, this Agreement, the Progress Report, the Final Report, or otherwise is untrue, inaccurate or incomplete in any material respect;

- d. the results of GOCO's review of the Progress Report, or the Final Report are not acceptable to GOCO;
- e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in the Board's judgment, make the Project impracticable;
- f. the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced;
- g. title to or encumbrances against the Property are or become such that Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use.

21. **Breach.**

a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, the Board may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

- i. Prior to payment of Grant:
 - A. Withdraw the Grant and terminate this Agreement; and,
 - B. Deny Grantee eligibility for participation in future Board grants, loans or projects.
- ii. After payment (partial or full) of Grant:
 - A. Deny Grantee eligibility for participation in future Board grants, loans or projects;
 - B. Seek specific performance of Grantee's obligations under this Agreement;
 - C. Receive reimbursement in full of disbursement made under the Grant.

b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event GOCO must pursue any remedy hereunder and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

22. **Good Faith.** There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information which may reasonably be believed to be material to the other party.

23. **Assignment.** Grantee may not assign its rights under this Agreement without the consent of the Board, which consent shall be in the discretion of the Board. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board and assumes Grantee's ongoing obligations under this Agreement.
24. **Applicable Law.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the State Courts of the City and County of Denver.
25. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.
26. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.
27. **Time is of the Essence.** Time is of the essence in this Agreement.
28. **Survival.** The terms and provisions of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the completion of the Project.
29. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or e-mail as if they were original signatures.
30. **Third Party Beneficiary.** The Board and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended.
31. **Construction.** Each party hereto has reviewed and revised (or requested revisions of) this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.
32. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.
33. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid

unless made as an amendment to this contract, approved by the Board, and signed by the parties.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of .

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

GRANTEE:
Town of Eagle

By:

By:

Jim Spaanstra
Executive Director

Title:

GOCO Program Staff:
Route Grant Agreement to
Executive Director for signature:

NOTE Signee should be same individual
authorized to sign grant agreement in
attached resolution (EXHIBIT B)

EXHIBIT A Project Summary

Rank: 2	Overall Score: 15.6	GOCO Staff Score: 16.5	Reviewer Average: 14.7
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Applicant: Town of Eagle
Project Title: Eagle Valley Elementary School IB and Community Play Yard
County: Eagle
Log #: 16426

<u>Funding Summary:</u>	Applicant Funding	\$40,000
	Partner(s) Funding	\$97,130
	GOCO Grant Amount	\$100,000
	Total Project Cost	\$237,130

Project Description:

The Town of Eagle and Eagle Valley Elementary School are partnering to request GOCO funds to improve the school’s 25-year-old playground. The updated nature play yard will include an outdoor classroom, a learning garden, climbing boulders, fallen trees, bear caves, shade trees and bi-lingual signage.

Staff and Peer Reviewer Comments:

The project will serve an underserved population. Fifty percent of the students qualify for free and reduced lunch and 50% of the student body being English language learners.

The applicant made an excellent effort to engage the students at the school. The Youth Task Force, which is comprised of students grades P-5, identified components to be included in the project, worked directly with the designers, and planned fundraising events.

The list of partners for the project is impressive and several community organizations are committed to using the project after school including Sowing Seeds and Walking Mountain Science Center. This demonstrates interest in the school yard and a commitment to its activation.

The applicant is leveraging its GOCO request with a 50% match and secured funds from community fundraising events, local businesses, Colorado Parks and Wildlife and Eagle Valley High School.

The project components are compelling and present a great opportunity for teachers and community organizations to provide meaningful opportunities for outdoor play and learning.

EXHIBIT B
RESOLUTION (REQUIRED)

**EXHIBIT C
BUDGET**

**EXHIBIT D
OVERDUE GRANTS POLICY**

	GREAT OUTDOORS COLORADO POLICIES & PROCEDURES MANUAL	Policy:	Overdue Grants
		Approval Date:	June 11, 2013

I) **PURPOSE**

Great Outdoors Colorado (GOCO) understands that there are unforeseen circumstances that may interfere with a grantee’s ability to complete a project by the project completion date set forth in the Grant Agreement. The Overdue Grants Policy outlines the options available to grantees to extend a grant deadline and the procedures associated with submitting grant extension requests.

II) **POLICY STATEMENT**

A grantee has two options to extend the project completion date in the Grant Agreement: a staff extension or a Board extension. Staff can grant an extension for at least 90 days and up to the date of the next scheduled GOCO Board meeting beyond that 90 days. If the grantee needs more time than that, the grantee must request a Board extension. GOCO expects the grantee to request the appropriate amount of time needed to complete the project. A grantee can request a second Board extension if needed, although this is not a favorable action.

Failure to complete a project by the original due date, or by any extended due dates authorized by staff or Board, may result in the de-authorization of the grant by the Board and a suspension from applying in future grant cycles.

III) **PROCEDURES**

A) Staff Extensions

- The grantee must submit a request for a staff extension prior to the original project completion date via email or postal mail to GOCO staff.
- Requests must include the following: a) grantee name b) project title c) contract number from the grant agreement d) original project completion date e) percent of project completion to date or due diligence items completed to date for land acquisitions f) reason for delay g) estimated date of project completion or closing g) estimated date of final report submission to GOCO, if applicable.
- A grantee may only request one staff extension.

- If the grantee needs an extension for longer than the time provided by a staff extension, the grantee can forgo the staff extension and request a Board extension.
- Staff will notify the grantee via email of the decision to grant or deny the request for a staff extension.

B) Board Extensions

- The grantee must submit a request for a Board extension prior to the original or staff extended project completion date via email or postal mail. Requests must be addressed to the GOCO Board.
- Requests must include the following: a) grantee name b) project title c) contract number from the grant agreement d) original project completion date and if applicable, staff extended project completion date e) percent of project completion to date or due diligence items completed to date for land acquisitions f) reason for delay g) estimated date of project completion or closing g) estimated date of final report submission to GOCO, if applicable.
- The Board will consider the request for Board extension at its next scheduled meeting. Staff will notify the grantee via email of the Board's decision to grant or deny the request for a Board extension.
- A grantee can request a second Board extension if additional time is needed beyond that provided by the first Board extension. Requests for a second Board extension will follow all of the procedures listed above.

EXHIBIT E
INTERGOVERNMENTAL (or other) AGREEMENT
(If applicable)

RESOLUTION NO. 34

(Series of 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO, GRANTING A SPECIAL USE PERMIT FOR PARCEL 10, EAGLE PARK EAST SUBDIVISION, EAGLE COLORADO, TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

WHEREAS, by Title 4 of the Eagle Municipal Code, the Town of Eagle enacted a Comprehensive Zoning Ordinance for the Town; and

WHEREAS, the Board of Trustees of the Town of Eagle has received an application by Jason Kaples (the "Applicant"), the owner of the property hereinafter described, for a special use permit for Parcel 10, Eagle Park East Subdivision, also known as 0012 Eagle Park East Drive, Town of Eagle, County of Eagle, State of Colorado, for outside storage situate in the Commercial General (CG) Zone District; and

WHEREAS, a public hearing was held before the Town of Eagle Planning and Zoning Commission on June 7, 2016, and the Planning and Zoning Commission recommended approval with conditions; and

WHEREAS, a public hearing on said application was held before the Board of Trustees on June 14, 2016 and June 28, 2016, as required by Section 4.05.010(A)(5) of the Eagle Municipal Code; and

WHEREAS, public notice has been given as required by Section 4.03.060 of the Eagle Municipal Code; and

WHEREAS, the Board of Trustees finds and determines that the Applicant has provided sufficient evidence that the proposed special use permit is desirable, based on the criteria set forth in Section 4.05.010 of the Eagle Municipal Code.

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

Section 1) That a special use permit for outside storage located in the Commercial General (CG) Zone District for Parcel 10 of the Eagle Park East Subdivision, also known as 0012 Eagle Park East Drive, Town of Eagle, County of Eagle, State of Colorado, is hereby approved subject to the following conditions:

A. The chain link fence to be constructed as shown in the application shall be painted green or black. Any green color first shall be approved by the Town’s Community Development Department;

B. The fence shall be set back two (2’) feet from the property line to allow for landscaping between the property line and the exterior of the chain-link fence.

C. Landscaping shall be installed and maintained by the applicant along the fence perimeter both on the interior and exterior of the fence pursuant to a landscaping plan to be approved by the Town’s Community Development Department.

Section 2. Pursuant to Section 4.05.010(A)(1)(b) of the Eagle Municipal Code, the Board of Trustees finds and determines that no additional street improvement fee is required to be paid in accordance with Section 4.13.185 of the Eagle Municipal Code. Pursuant to Section 4.05.101(A)(1)(c) of the Eagle Municipal Code, the Board of Trustees finds and determines that no additional fire protection services impact fee is required to be paid, pursuant to Section 4.13.186 of the Eagle Municipal Code.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on July 12, 2016.

TOWN OF EAGLE, COLORADO

By _____
Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk



CERTIFICATE OF RECOMMENDATION

TO: Board of Trustees

FROM: Department of Community Development

DATE: July 12, 2016

PROJECT NAME: Rocky Mountain School of Discovery

FILE NUMBER: SU16-01

APPLICANT: Anne Helene Garberg

LOCATION: 409 Brooks Lane

APPLICABLE SECTION(S) OF MUNICIPAL CODE:
Section 4.05.010 (Special Use Permit)
Section 4.04 (Zoning)

EXHIBIT(S): A. Cost estimates prepared by Town Staff
B. Letter from Greater Eagle Fire Protection District

STAFF CONTACT: Tom Boni, Town Planner

REQUEST: Applicant is requesting a Special Use Permit to allow for a pre- school to serve up to a maximum of 80 children on a +/- one-acre parcel of land zoned Rural Residential. Phase One: 40, Phase Two: 80.

PUBLIC COMMENT:

1. Email from Lindsey Kraft

DISCUSSION:

SU16-01, the Special Use Permit for the Rocky Mountain School of Discovery, was continued from the Board of Trustee's meeting on June 14, 2016 to July 12, 2016. The file was continued so that the staff and the applicant could compile additional information requested by the Board at their June 14 meeting. The additional information requested by the Board included the following:

- Input on the proposed use from emergency service providers
- Response from the Public Utilities Commission (PUC) regarding improvements to the railroad crossing
- Traffic impact study
- Student drop-off and pick-up management plan
- Cost estimates for railroad crossing improvements
- Cost estimates for Brooks Lane improvements

To date, the following information has been compiled:

- Input from the Greater Eagle Fire Protection District
- Cost estimates for railroad crossing improvements
- Cost estimates for Brooks Lane improvements
- Staff has contacted the Public Utilities Commission (PUC) and is awaiting their response

Although all of the additional information requested by the Board has not yet been compiled, staff wanted to provide the Board with what information was available in order for the Board to provide staff and the applicant with direction on how to proceed with this file.

STANDARDS FOR SPECIAL USE PERMIT (SECTION 4.05.010):

Listed below are the findings required by Section 4.05.010 of the Land Use & Development Code for approval of a Special Use Permit:

1. The proposed use is consistent with the provisions of this Chapter and with the Town's goals, policies and plans, and
2. The proposed use is compatible with existing and allowed uses surrounding or affected by the proposed use, and
3. Street improvements adequate to accommodate traffic volumes generated by the proposed use and provision of safe, convenient access to the use and adequate parking are either in place or will be constructed in conjunction with the proposed use, as approved by the Town, and
4. The special conditions for specific uses, as provided in this Section, are met.

FINDINGS FOR SPECIAL USE PERMIT:

Standard #1:

Subject property is zoned Rural Residential. Chapter 4.04.060 (Schedule of Uses Permitted in Residential Zone Districts) identifies a Child Care Facility or School as a Special Use within the Rural Residential Zone District.

As referenced previously this property is located within the Brooks Lane Neighborhood of the Riverside Mixed Use Area in the River Corridor Plan (Plan). This Area is envisioned as a compact, walkable, vibrant, mixed use neighborhood that complements existing development within the CBD. Staff believes that a child care facility fits within the overall vision for this area and would serve the residential development anticipated by the Plan. Chapter 6 of the Eagle Area Community Plan places a strong emphasis on "Quality of Life" and "Family Oriented Community" and references the priority placed on these values by respondents of the Community Survey. The availability of high quality, convenient child care supports these values.

Standard #2:

The surrounding land use to the east is medium density residential and to the west is low density residential. The property on south is also residential. The Eagle County Fairgrounds are located across the Eagle River to the north. Staff believes that the requested child care facility is compatible with the surrounding neighborhood.

Standard #3:

As discussed earlier, staff has concerns that this additional traffic related to the pre-school would constitute a significant increase in traffic and warrant the construction of improvements to the Brooks Lane Railroad Crossing as referenced in the conditions of approval of the existing Brooks Lane Public Rail Road Crossing. It is Staff's belief that adequate parking could be provided on-site.

Based on existing information Staff cannot report to the Board of Trustees that adequate street improvements are in place or will be constructed to accommodate the proposed use.

Standard #4:

Not applicable.

PLANNING & ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval of SU16-01, based on a finding of compliance with Special Use Permit standards 1, 2 and 3, with the following conditions:

1. Applicant to negotiate access improvements with the Town at Brooks Lane/Highway 6 intersection conceptually to include lane widening and a pedestrian access to (School) bus stop.
2. Approval of an access from the Public Utilities Commission (PUC).
3. Submittal of a drop-off/pick-up management plan by the applicant.
4. Submittal of a Traffic Impact Report.
5. Number of students to be limited to 30.

STAFF RECOMMENDATION:

Staff does not have a recommendation on this file at this time.

BOARD OF TRUSTEES:

1. Questions of Staff and/or Applicant
2. Public Comment
3. Deliberations

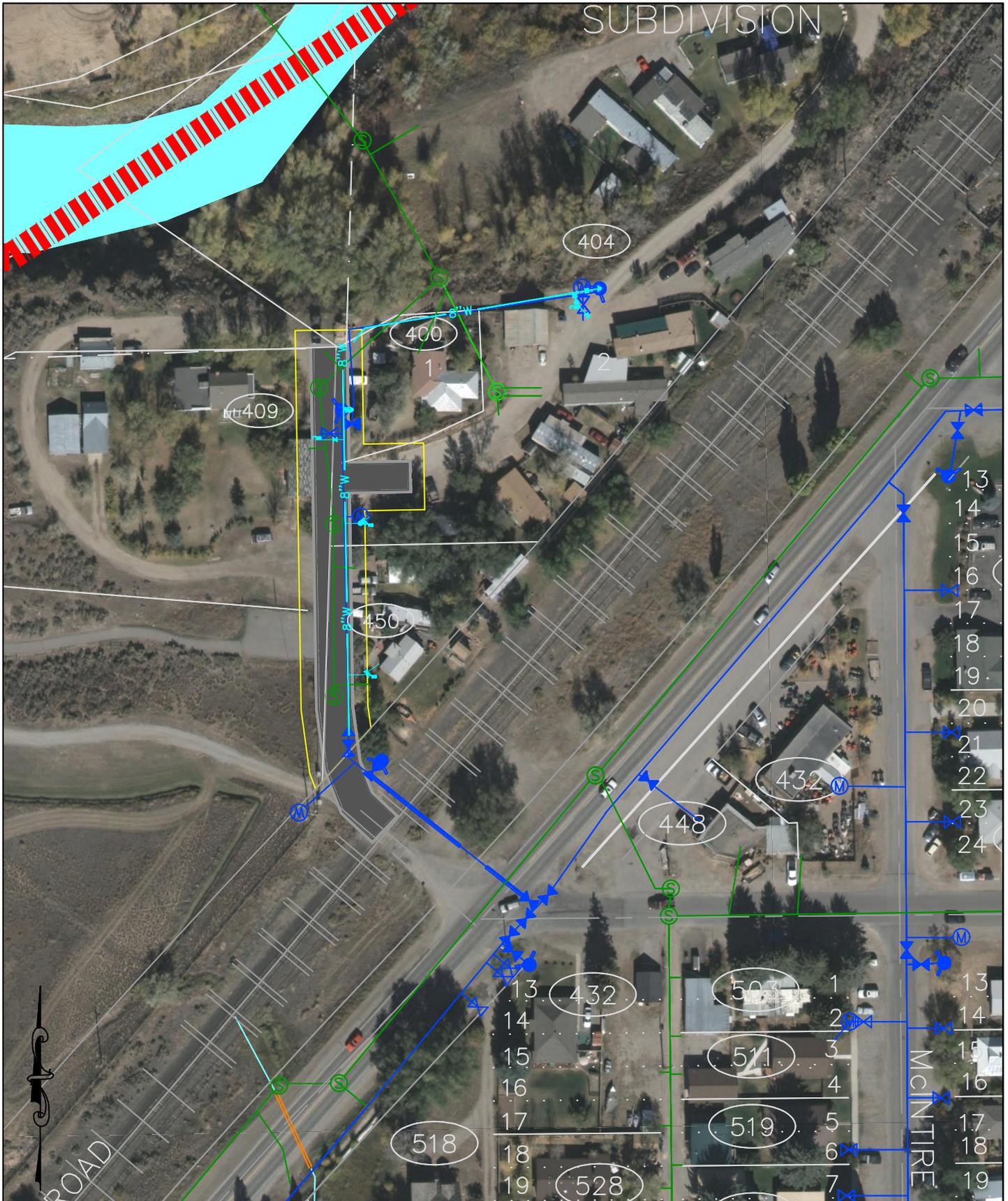
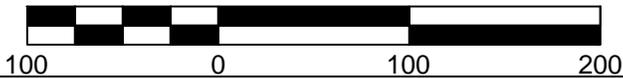


EXHIBIT - BROOKS LANE COST ESTIMATE

TOWN OF EAGLE BY: DD DATE: 6-17-16
 S:/CAPITAL PROJECTS/BROOKS LANE/DWG/EXHIBIT - COST ESTIMATE 8.5X11.DWG

Scale: 1" = 100'



The Town of Eagle

Town Hall	Public Works
200 Broadway	1050 Chambers Ave.
P.O. Box 609	P.O. Box 609
Eagle, CO 81631	Eagle, CO 81631
Phone: (970) 328-6354	Phone: (970) 328-6678
Fax: (970) 328-5203	Fax: (970) 328-6066

BROOKS LANE - COST ESTIMATE

BY: DD

6/16/2016

BROOKS LANE

BID ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE	
				UNIT PRICE	PRICE
1	MOBILIZATION	1	LS	\$ 20,000.00	\$ 20,000.00
2	SITE PREPARATION	1	LS	\$ 5,000.00	\$ 5,000.00
3	TRAFFIC CONTROL AND MAINTENANCE OF ACCESS	1	LS	\$ 15,000.00	\$ 15,000.00
4	8-INCH DIP, CLASS 52	500	L.F.	\$ 95.00	\$ 47,500.00
5	4-INCH GATE VALVE	1	EA	\$ 1,500.00	\$ 1,500.00
6	8"X4" TEE	1	EA	\$ 1,200.00	\$ 1,200.00
7	8-INCH 45 DEGREE BEND	2	EA	\$ 600.00	\$ 1,200.00
8	8-INCH SOLID SLEEVE	2	EA	\$ 800.00	\$ 1,600.00
9	FIRE HYDRANT, GUARD VALVE, & 6-INCH DIP (RESTRAINED JOINT)	2	EA	\$ 9,250.00	\$ 18,500.00
10	WATER SERVICE: (1-INCH COPPER)	160	L.F.	\$ 62.50	\$ 10,000.00
11	WATER SERVICE TIE-IN (CURB STOPS, CORP., SADDLE, ETC.)	4	EA	\$ 1,600.00	\$ 6,400.00
12	CONCRETE TIE-BACK KICKER	2	EA	\$ 1,500.00	\$ 3,000.00
13	SAWCUT	174	L.F.	\$ 5.00	\$ 870.00
14	ASPHALT REMOVAL (4-INCHES)	1100	S.Y.	\$ 5.25	\$ 5,775.00
15	ROADBASE/SUBGRADE REMOVAL (6-INCHES)	1290	S.Y.	\$ 5.30	\$ 6,837.00
16	ASPHALT PAVING (4-INCHES, 22-FT WIDE)	1100	S.Y.	\$ 29.00	\$ 31,900.00
17	ROADBASE (CLASS 6)(6-INCH DEPTH)UNDER ASPHALT, UNDER CONCRETE, 2-FEET WIDE SHOULDERS, AND FINISHED SURFACE AREAS	1290	S.Y.	\$ 12.40	\$ 15,996.00
18	REVEGETATION	90	S.Y.	\$ 20.00	\$ 1,800.00
19	OVER-EXCAVATION OF UNSUITABLE TRENCH SUBGRADE (BELOW PIPE)	320	S.F.	\$ 2.00	\$ 640.00
20	REPLACEMENT OF SUITABLE TRENCH SUBGRADE (BELOW PIPE)	320	S.F.	\$ 6.00	\$ 1,920.00
21	EXPORT OF UNSUITABLE TRENCH MATERIAL UNDER PAVED SURFACE AREAS	1270	C.F.	\$ 1.00	\$ 1,270.00
22	IMPORT OF SUITABLE TRENCH MATERIAL UNDER PAVED SURFACE AREAS	1270	C.F.	\$ 3.00	\$ 3,810.00
1	UNION PACIFIC RAILROAD CROSSING (PHASE 1)	1	LS	\$ 200,000.00	\$ 200,000.00
2	EASEMENT / ROW ACQUISITION (PHASE 1) 11,030-S.F.	1	LS	\$ 100,000.00	\$ 100,000.00
3	GEOTECH	1	LS	\$ 5,000.00	\$ 5,000.00
4	SURVEY	1	LS	\$ 7,500.00	\$ 7,500.00
5	ENGINEERING	1	LS	\$ 20,000.00	\$ 20,000.00
	SUBTOTAL				\$ 534,218.00
	20% CONTINGENCY				\$ 106,843.60
	TOTAL:				\$ 641,061.60
PHASE 2 (HIGHWAY 6 RECONSTRUCTION)					
	UNION PACIFIC RAILROAD CROSSING (PHASE 2)	1	LS	\$ 200,000.00	\$ 200,000.00
	EASEMENT / PROPERTY ACQUISITION (PHASE 2)	1	LS	\$ 100,000.00	\$ 100,000.00
	PHASE 2 SUBTOTAL:				\$ 300,000.00
	20% CONTINGENCY				\$ 60,000.00
	PHASE 2 TOTAL:				\$ 360,000.00



Greater Eagle Fire Protection District

PO Box 961 • Eagle, Colorado 81631

Office: 970.328.7244 Fax: 970.328.7280

TO: Tom Boni
Town of Eagle
200 Broadway St.
Eagle, CO 81631

RE: Rocky Mountain School of Discovery at 409 Brooks Ln.

Mr. Boni,

The Greater Eagle Fire Protection District has reviewed the proposal of the Rocky Mountain School of Discovery wishing occupying the building located at 409 Brooks Lane in Eagle. In accordance with the *International Fire Code*, 2009 Edition, the school would not be required to have an automatic suppression system or automatic fire detection system installed. The district feels that, although not required by code, the minimum life safety requirement of an automatic fire detection system with manual activation points should be installed in the proposed school for the following reasons:

1. The age of the structure increases the risk of it becoming involved in fire.
2. The reasonable expectation of parents that their child will be protected or informed if the building were to become involved in fire.
3. Allows the fire district to conduct monthly fire drills with a system that notifies all building occupants.
4. Allows for the early training of students that will be attending schools located within the Eagle County School District.

The district has also conducted a site visit in regards to fire apparatus access. The drive to the addressed location is a gravel driveway that allows 360 ° access to all portions of the structures located on the property. The district feels that this driveway is adequate for emergency response as long as it is maintained to its current standard.

The Greater Eagle Fire District is in full support of this project and any other education facility that wishes to operate within the district boundaries. We look forward to working with you and the applicant on this project.

Respectfully,

A handwritten signature in blue ink, appearing to read "Randel Q. Cohen", is written over a light blue horizontal line.

Randel Q. Cohen

Fire Inspector

Greater Eagle Fire Protection District

KV

Matt Farrar

From: Tom Boni
Sent: Thursday, July 07, 2016 6:38 PM
To: Matt Farrar
Subject: FW: Support for Rocky Mountain School of Discovery

Tom Boni
Town Planner

Office: (970) 328-9619
Email: tomboni@townofeagle.org

From: Lindsey Kraft [<mailto:lindseymitchell@hotmail.com>]
Sent: Tuesday, June 14, 2016 7:35 AM
To: Tom Boni <tomboni@townofeagle.org>
Cc: annehelenegarberg@yahoo.com
Subject: Support for Rocky Mountain School of Discovery

Eagle Town Board,

I would like to voice my support of the Rocky Mountain School of Discovery. We currently have two children attending the Gypsum location so are very familiar with the school and its philosophy. As a working family it is comforting to know our children are in good hands, but also to know they are having fun, making friends and learning some valuable life lessons while at preschool. In such a technology driven world, it is very important to us that our kids spend time playing outside and have hands on learning about some of the more basic aspects of life, including growing and cooking healthy foods and interacting with animals, all of which happens at Rocky Mountain School of Discovery. Compared to so many other preschools in this area, Anne Helene is able to offer a better outdoor space and an open and fun environment where kids can grow and learn at their own pace and just enjoy being young kids! In a small mountain town with such an active, health conscious and engaged community there are limited opportunities to provide this setting for our youngest members. The Town of Eagle would certainly benefit from the proposed expansion of Rocky Mountain School of Discovery.

Sincerely,
Lindsey Kraft



To: Anne McKibbin, Mayor and Board of Trustees
From: Staff
Date: July 8, 2016
Re: Month of June Staff Report

TOWN CLERK

- Updated all sales tax licensees in for sales tax increase effective July 1, 2016 with official mailing, email notifications and website
- Reviewed Job Descriptions with Chris Moffett, Moffett Consulting
- Finished updating new Sales Tax database with IT, imported and updated sales tax data for 2013-2016
- Negotiated and reviewed leases for Old Town Hall
- Process and review Liquor Licenses for 7 Hermits Brewing Change of Location, Color Coffee Roasters New, and several special events
- Met with new administrative assistant on invoicing process for Planning Files
- Attended Master Municipal Clerk's Academy Training on June 24 in Vail

OPEN SPACE

- Coordinated with Black Hills staff and their consultant to finalize the Restoration Requirements for the Black Hills pipeline project
- Pump track was opened to the public
- Installed additional trailhead kiosks; working with graphics consultant to finish content
- Coordinated with GoPro enduro bike race organizers during the Eagle Outside Festival
- Closed on the Abrams Creek Open Space property (end of May)

VISITOR CENTER

- We had 5,794 people sign in at the Visitor Center in June. This exceeds 4,647 for June in 2015. In 2014 there were 6,235 – the highest visitor numbers on record for June.
- We began logging referrals to Eagle businesses in July 2015, so there are no comparison numbers. For June we logged 165 referrals – high monthly number for the year.
- We set a new record for revenue for the month of June - \$34,688 for this year. In 2015 for June we had \$30,321, and in 2014, \$21,467. Our revenue has increased since 2014 due to fine-tuning



of inventory, purchasing inventory where a higher markup is possible, and increased visitor numbers.

- In June we painted the interior of our back room and the front door to freshen the space. There were no changes in consignors.

PUBLIC WORKS

Wall Street Water

- Construction Complete
- Budget \$175K (\$10K under budget)

City Market

- Storm Drain: Construction Complete
- Sanitary Sewer Main: Construction Complete
- Water Main: Construction 7/7/16 – 7/22/16
- Rural Ranch Road Asphalt: Mid-August
- Budget \$128K (\$16K under budget)

Black Hills (Source Gas)

- Construction: On-going
 - Pipe replacement work in progress in Open Space in 2nd Gulch and Mayer Gulch area. 2nd Gulch trail is closed; Mayer Gulch Trail will remain open.
 - Road Crossings are at least 2 weeks away, engineering drawings have not been submitted.
 - Pipe replacement work in Open Space in Abrams Gulch area is scheduled to begin in August. Abrams Gulch trail will be closed at that time.
- Complete: October 2016

Brush Creek Intake Improvements

- Design/Permitting: On-going
- Advertise for Bid: 7/14/16
- Town Board – Notice of Award: 8/9/16
- Construction: 8/15/16 – 12/16/16
- Budget \$275K

Cemetery Tank Evaluation and Water System Coordination

- Analysis: On-going.
- Complete Analysis: September 2016.
- Budget: \$50K



FINANCE

- Training Danielle Couch, Administrative Assistant for Community Development
 - Danielle will be taking over Building Permits and Contractor's Licenses from the Finance Department
- The process of setting up the Meritage System for Building Permits has been started
 - This will allow for online submittal and review of Town's building permits
- Budget—Expenditures and Actuals delivered to staff Department Heads for Review
- Remodel design of the Reception area in Administrative/Finance Offices
 - Remodel to begin in July
- Caselle (Accounting) and Neptune (Meter Reading) Software correlation for billing/resolving an ongoing meter reading issue
- Insurance Renewals
- Wellness Program Enrollment

POLICE DEPARTMENT

- **OT and Special Duty In Kind for the following events:**
 - Bonfire Block Party – 3 OT Officer (one only for 2 hours)
 - Go Pro Games- 2 OT/SD Officers
 - Camp 911- 2 SD Officers
 - Flight Days- 4 SD Officers (3 for Parade/Race only)
- **Special Projects/ Community Policing:**
 - Chief Attended the Colorado Association of Chiefs of Police Annual Conference
 - Officer Rich and Haper attended Active Shooter Training
 - SRO Harper and Sgt Buhlman attended Camp 911 in Edwards and Gypsum
 - Lt. Simpkins and Ofc. Herrera attended Force Science Training
- **Municipal Court Update:**
 - 40 cases filed in Muni Court in June
 - 14 parking tickets
 - 26 criminal cases (includes traffic and ord. violation)
 - New legislation passed that will mean changes for Eagle Muni Court

COMMUNITY DEVELOPMENT

- Completed detailed review and comment on Sylvan Circle PUD
- Boyz Toyz Hearing for Special Use Permit and Follow-up
- Worked with Developer of Haymeadow
- Numerous Efforts Related to Eagle River Park:



- a. Eagle County Coordination
 - b. Work with Wetland Consultant
 - c. Parks and Wildlife Coordination
 - d. Contacted Owners of Johnson/House Riverfront Property
 - e. Contacted Case Family about Riverfront Property
- Danielle Couch, Administrative Assistant, Transition related to bringing Planning Files and Building Permits from Finance/Administration to Community Development

TOWN MANAGER

- Took lead on Town Board Retreat
- Working to Hire Special Events Coordinator for remainder of 2016
- Negotiating extension of Amy Cassidy, Marketing Consultant Contract through end of 2016
- Implementing Team Approach on Riverfront Project
- Working to formalize agreement Caroline Bradford, Riverfront/Funding Consult
- Got Approval and Applied for Membership to Mountain States Employment Council
- Dealt with Numerous Citizen Complaints

RESOLUTION NO. _____
(Series of 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO, SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF EAGLE, COLORADO, AT THE COORDINATED ELECTION TO BE HELD ON NOVEMBER 8, 2016, CONCERNING AUTHORIZATION FOR THE TOWN OF EAGLE TO PROVIDE BROADBAND SERVICES, EITHER DIRECTLY OR INDIRECTLY, WITH PUBLIC OR PRIVATE SECTOR PARTNERS.

WHEREAS, since 2005, Article 27 of Title 29, C.R.S. has restricted municipalities from providing services described as “advanced services”, “telecommunications services”, and “cable television services” either directly or indirectly with public or private sector partners to potential subscribers; and

WHEREAS, Section 29-27-201, C.R.S., provides that before a local government may engage or offer to engage in providing cable television service, telecommunication service, or advance service, an election shall be called on whether or not the local government should provide such services and that the ballot as such election shall pose the question as a single subject and shall include a description of the nature of the proposed service, the role that the local government will have in the provision of the service, and the intended subscribers of such service; and

WHEREAS, the Board of Trustees of the Town of Eagle finds and determines that such a ballot question should be submitted to the registered electors of the Town of Eagle, Colorado.

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

Section 1. The following ballot question shall be submitted to a vote of the registered electors of the Town of Eagle at the coordinated election to be held on November 8, 2016:

“Broadband Services Question:

Without increasing taxes by this measure, shall the citizens of the Town of Eagle, Colorado, reestablish the Town’s authority to provide all services restricted since 2005 by Article 27 of Title 29 of the Colorado Revised Statutes, described as “advanced services”, “telecommunication services”, and “cable television services”, including any new and improved high bandwidth services based on future technologies, directly or indirectly, with public and/or private sector partners, to residents, businesses, schools, libraries, healthcare facilities, non-profit entities, and other users of such services located within the boundaries of the Town of Eagle?

Yes: _____

No: _____”

Section 2. Submission of the above ballot question to the Town’s electors at the November 8, 2016 coordinated election shall constitute a municipal special election. The Eagle County Clerk and Recorder shall be the coordinated election official and shall conduct the election, including the above ballot question, on behalf of the Town of Eagle. The Town of Eagle shall enter into an agreement with the Eagle County Clerk and Recorder concerning the conduct and cost of the coordinated election. The Eagle Town Clerk is hereby appointed as the designated election official who shall assist the coordinated election official in the manner provided by law.

Section 3. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Town and officers thereof, directed toward the election and the objects and purposes herein stated are hereby ratified, approved, and confirmed .

Section 4. The officers and employees of the Town are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Resolution.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on _____, 2016.

TOWN OF EAGLE, COLORADO

ATTEST:

Jenny Rakow, Town Clerk

Ann McKibbin, Mayor



To: County Commissioners, Municipal Elected Officials, and Staff

From: Geoff Wilson, General Counsel, CML
Eric Bergman, Policy Director, CCI

Date: July 31, 2015

Re: Materials on SB 152 elections

Introduction

In order to compete in today's economy, communities across the state have become increasingly dependent on broad bandwidth Internet access ("broadband") for business development and operations. The availability of broadband also enhances the quality of life and desirability of a community by providing residents access to things like online education and distance learning opportunities, telemedicine and entertainment content (movies, music, etc.). Broadband has become so critical, in fact, that many now regard it as a basic infrastructure need - on par with roads, water systems and energy grids.

Unfortunately, numerous communities across Colorado still lack adequate broadband service. The reasons vary, but more often than not these areas are too sparsely populated, too remote or in regions where the topography (mountainous terrain, etc.) makes expanding service difficult and expensive for telecommunication providers. These communities are "upside down" from a business model standpoint, and providers are unable or unwilling to connect these areas, leaving them at an economic disadvantage from their more urbanized neighbors.

While local governments often play a direct role in economic development efforts, cities and counties historically have not been directly involved in the delivery of retail telecommunication services. However, the increasing demand for broadband service – often driven by economic development concerns - has forced many local government officials to reexamine their role in the provision of broadband services.

In the last few years, a growing number of local governments have started looking at investing public dollars in broadband infrastructure improvements (usually fiber optic cable lines or cell towers) in order to attract Internet providers and enhance economic development efforts in their region. The Department of Local Affairs has also heard these community concerns, and this year expanded its existing broadband planning grant program to include funds for local government investments in "middle mile" broadband infrastructure.

SB 152 and Statutory Prohibitions on Local Government Broadband Infrastructure

One of the biggest impediments to local governments enhancing broadband infrastructure is a law passed in 2005, which has since been commonly referred to as “Senate Bill (SB) 152” (SB05-152, attached to this memorandum and codified at sections 29-27-101-304, C.R.S.). SB 152 prohibits most uses of municipal or county money for infrastructure to improve local broadband service, without first going to a vote of the people. The hurdles put in place by this statute are not insurmountable; indeed, in the past few years ten municipalities and three counties have placed measures on the ballot to override the prohibitions in SB 152. These measures have passed handily in virtually every jurisdiction - with the support of citizens who are frustrated and want timely action on broadband service in their communities.

Continued dissatisfaction over a lack of adequate broadband is resulting in more and more jurisdictions considering going to the ballot with SB 152 questions. Late in 2014, CML and CCI began meeting with local government officials, economic development professionals and telecommunication experts from jurisdictions whose voters had approved SB 152 questions at the ballot. One outcome of these conversations is the development of this memorandum and materials designed to help interested local government officials and staff to frame the issue and consider the impacts of preparing their own ballot questions.

SB 152 Frequently Asked Questions (FAQ's)

What does a SB 152 election accomplish?

SB 152 requires that an election be held before a local government may “engage or offer to engage in providing” various telecommunication services. The term “providing” is given an expansive definition in the statute, which restricts both the direct and “indirect” provision of service (“indirect”, in turn, is given its own, broadly restrictive definition). Fortunately, through a successful SB 152 election, a local community can clear away this legal impediment to a wide variety of local broadband initiatives.

It is important to point out that the vast majority of local governments who have passed SB 152 questions (or are considering going to the ballot in the near future) are **not** interested in hooking up homes and businesses and providing actual broadband services themselves. By and large, these jurisdictions are working to enhance local broadband infrastructure in order to *attract* service providers who would otherwise be unwilling or unable to serve their communities. The local broadband initiatives in the jurisdictions passing SB 152 questions to date usually involve some form of public-private partnerships between local governments, economic development agencies and the industry.

Is referring a SB 152 question to the ballot expensive?

No more so than any other referred measure. Most jurisdictions have referred their questions when the municipality or county was *already* having an election. Accordingly, the addition of the SB 152 issue did not significantly increase costs. In a coordinated election, a particular jurisdiction’s costs would be affected by the terms of the IGA regarding election cost allocation between the county and participating local governments.

Are there any restrictions on referring SB-152 ballot measures in odd-numbered year coordinated elections?

Apparently not. A wide number of locally-referred questions have been submitted to voters in coordinated elections conducted in odd-numbered years in Colorado. Local governments have regularly referred TABOR questions and home rule charter amendment ballot questions to the voters in odd-numbered years, and this practice is explicitly authorized in C.R.S. § 1-41-103. Additionally, the Attorney General issued an opinion in 1999 (No. 99-8 AG Alpha No. HE CS AGAWD) which concluded that local governments may refer ballot questions on term limits in odd-numbered years as well. Odd-year ballot questions dealing with issues outside of TABOR, charter amendments and term limits are less common, but have been referred fairly regularly by local elected officials over the years without challenge. The language in SB 152 (specifically C.R.S. § 29-27-201(1)) requires that “Before a local government may engage in providing...telecommunications service, or advanced service, an election shall be called on whether or not the local government shall provide the proposed...service.” This authorizing language is broad in nature, and does not appear to limit the ballot question to the general election ballot. Again, local government officials are advised to consult with legal counsel in the development of these ballot questions.

What sort of election specifics does SB 152 require?

Not many. SB 152 specifies four requirements for ballot questions in a SB 152 election. (See: C.R.S. § 29-27-201(2))

The ballot:

- (1) Shall pose the question as a “single subject”,
- (2) Shall include a description of the “nature of the proposed service,”
- (3) Shall include a description of “the role that the local government will have in the provision of the service,” and
- (4) Shall include a description of the “intended subscribers of such service.”

How have other jurisdictions addressed these requirements?

A review of the ballot questions put forth by local governments so far (included below) shows a clear preference for broad “anything and everything” type authority. Industry representatives have complained from time to time that such local ballot language has lacked the specificity required by the statute. This notion has never been tested in court. One might also argue that a “broad authority” question that describes the nature of the service proposed, along with potential future build-outs or applications, is not fatally flawed by its inclusion of the latter. Furthermore, courts have been traditionally hesitant to reverse the will of the voters, if evident. Obviously, the development of local SB 152 ballot language should be done in close consultation with legal counsel.

What about the “single subject” requirement?

The term “single subject” is not defined in SB 152. Nonetheless, the ballot questions submitted by local governments thus far seem comfortably within the single subject standard applied to statewide *ballot initiatives*, in cases such as [In the Matter Of The Ballot Title and Submission Clause for 2013-2014 #129](#), 333 P.3d 101 (Colo. 2014). Local government officials are urged to consult with legal counsel.

Are there any additional election requirements that distinguish a SB 152 question from other matters routinely referred to the ballot by a county or municipality?

No (but again, please confer with your legal counsel). As always, attention should be paid to the requirements of the Fair Campaign Practices Act (Section 1-45-117, C.R.S.), which forbids use of public funds for advocacy in elections. This restriction is a prudent consideration in planning any campaign for a successful SB 152 election.

Does voter approval of a county SB 152 ballot question have the effect of authorizing the provision of such services by municipalities within that county?

No. SB 152 requires voter approval by each jurisdiction participating in the provision of covered services.

Does a jurisdiction need to approve a SB 152 ballot question in order to qualify for broadband infrastructure grant funds from the Department of Local Affairs (DOLA)?

It depends. DOLA's broadband grant program provides funding for regional planning and "middle mile" infrastructure projects (i.e., projects that do not provide "last mile" connections to customers). The guidance in DOLA's broadband grant policies suggests that each jurisdiction must determine whether it is in compliance with the statutory restrictions set forth in SB 152. DOLA requires any grantee to be in compliance with any applicable laws and regulations. DOLA itself will not make that determination, nor does the awarding of a grant confer any certainty or acknowledgment of compliance on DOLA's part to the grantee. DOLA's broadband grant policy guidelines can be found at: <http://dola.colorado.gov/demog-cms/content/dola-broadband-program>.

The broadband landscape in Colorado is changing rapidly, and local government policies regarding broadband and economic development will need to evolve to keep pace with this change. CCI and CML will be providing additional research and guidance over the course of the year on this important policy issue. If your jurisdiction is moving forward on a SB 152 ballot question, please notify either CCI or CML. If you have additional questions or comments, please contact Geoff Wilson at CML at 303.831.6411 (e-mail: gwilson@cml.org) or Eric Bergman at CCI at 303.861.4076 (e-mail: ebergman@ccionline.org).

County Questions

Rio Blanco County (Passed Fall 2014)

“Without increasing taxes, shall the citizens of Rio Blanco County, Colorado, authorize the Board of County Commissioners of Rio Blanco County, Colorado, to provide to potential subscribers including telecommunications service providers, residential and commercial users within Rio Blanco County, all services restricted since 2005 by Title 29, article 27 of the Colorado Revised Statutes, including “telecommunication services,” “cable television services,” and “advanced services” which is defined as high speed internet access capability in excess of two hundred fifty six kilobits per second both upstream and downstream (known as “broadband”) including any new and improved bandwidth services based on future technologies, utilizing the existing community owned fiber optic network and/or developing additional infrastructure, either directly or indirectly with public or private sector partners?”

San Miguel County (Passed Fall 2014)

“Without increasing taxes, shall San Miguel County, Colorado, have the legal ability to provide any or all services currently restricted by Title 29, article 27, Part 1, of the Colorado Revised Statutes, specifically described as “advanced services,” “telecommunication services,” and “cable television services,” as defined by the statute, including, but not limited to, any new and improved high bandwidth services based on future technologies, utilizing community owned infrastructure including but not limited to any existing fiber optic network, either directly, or indirectly with public or private sector service providers, to potential subscribers that may include telecommunications service providers, and residential or commercial users within San Miguel County?”

Yuma County (Passed Fall 2014)

“Without increasing taxes, shall the citizens of Yuma County Colorado re-establish their counties’ right to provide all services and facilities restricted since 2005 by Title 29, Article 27 of the Colorado Revised Statutes, described as “Advanced Services,” “Telecommunication Services,” and “Cable Television Services,” including providing any new and improved broadband services and facilities based on future technologies, utilizing existing or new community owned infrastructure including but not limited to the existing fiber optic network, either directly or indirectly with public or private sector partners, to potential subscribers that may include telecommunications service providers, residential or commercial users within the boundaries of Yuma County?”

Municipal Questions

SPRING 2015		
GRAND JUNCTION	CITY OF GRAND JUNCTION REFERRED MEASURE 2A SHALL THE CITY OF GRAND JUNCTION, WITHOUT INCREASING TAXES BY THIS MEASURE, BE AUTHORIZED TO PROVIDE, EITHER DIRECTLY OR INDIRECTLY WITH PUBLIC OR PRIVATE SECTOR PARTNER(S), HIGH-SPEED INTERNET SERVICES (ADVANCED SERVICE), TELECOMMUNICATIONS SERVICES AND/OR CABLE TELEVISION SERVICES AS DEFINED BY § 29-27-101 TO 304 OF THE COLORADO REVISED STATUTES, INCLUDING BUT NOT LIMITED TO ANY NEW AND IMPROVED HIGH BANDWIDTH SERVICE(S) BASED ON FUTURE TECHNOLOGIES, TO RESIDENTS, BUSINESSES, SCHOOLS, LIBRARIES, NONPROFIT ENTITIES AND OTHER USERS OF SUCH SERVICES, WITHOUT LIMITING ITS HOME RULE AUTHORITY?	PASS, 75%- 22%
ESTES PARK	WITHOUT INCREASING TAXES, SHALL THE TOWN OF ESTES PARK REESTABLISH THE TOWN'S RIGHT TO PROVIDE ALL SERVICES RESTRICTED SINCE 2005 BY TITLE 29, ARTICLE 27 OF THE COLORADO REVISED STATUTES, DESCRIBED AS "ADVANCED SERVICES," "TELECOMMUNICATIONS SERVICES" AND "CABLE TELEVISION SERVICES," INCLUDING ANY NEW AND IMPROVED HIGH BANDWIDTH SERVICES BASED ON FUTURE TECHNOLOGIES, UTILIZING COMMUNITY OWNED INFRASTRUCTURE INCLUDING, BUT NOT LIMITED TO THE EXISTING FIBER OPTIC NETWORK, EITHER DIRECTLY OR INDIRECTLY WITH PUBLIC OR PRIVATE SECTOR PARTNERS TO POTENTIAL SUBSCRIBERS THAT MAY INCLUDE TELECOMMUNICATIONS SERVICE PROVIDERS, RESIDENTIAL OR COMMERCIAL USERS WITHIN THE TOWN AND THE SERVICE AREA OF THE TOWN'S LIGHT AND POWER ENTERPRISE?	PASS, YES: 1652 NO: 136
FALL 2014		
BOULDER	SHALL THE CITY OF BOULDER BE AUTHORIZED TO PROVIDE HIGH-SPEED INTERNET SERVICES (ADVANCED SERVICES), TELECOMMUNICATIONS SERVICES, AND/OR CABLE TELEVISION SERVICES TO RESIDENTS, BUSINESSES, SCHOOLS, LIBRARIES, NONPROFIT ENTITIES AND OTHER USERS OF SUCH SERVICES, EITHER DIRECTLY OR INDIRECTLY WITH PUBLIC OR PRIVATE SECTOR PARTNERS, AS EXPRESSLY PERMITTED BY §§ 29-27-101 TO 304, "COMPETITION IN UTILITY AND ENTERTAINMENT SERVICES," OF THE COLORADO REVISED STATUTES, WITHOUT LIMITING ITS HOME RULE AUTHORITY?	PASS, 17512- 3551
CHERRY HILLS VILLAGE	SHALL THE CITY OF CHERRY HILLS VILLAGE, WITHOUT INCREASING TAXES BY THIS MEASURE, AND TO RESTORE LOCAL AUTHORITY THAT WAS DENIED TO LOCAL GOVERNMENTS BY THE COLORADO GENERAL ASSEMBLY AND FOSTER A MORE COMPETITIVE MARKETPLACE, BE AUTHORIZED TO PROVIDE HIGH-SPEED INTERNET, INCLUDING IMPROVED HIGH BANDWIDTH SERVICES BASED ON NEW TECHNOLOGIES, TELECOMMUNICATIONS SERVICES, AND/OR CABLE TELEVISION SERVICES TO RESIDENTS, BUSINESSES, SCHOOLS, LIBRARIES, NON-PROFIT ENTITIES AND OTHER USERS OF SUCH SERVICES EITHER DIRECTLY OR INDIRECTLY WITH PUBLIC OR PRIVATE SECTOR PARTNERS, AS EXPRESSLY PERMITTED BY ARTICLE 27, TITLE 29 OF THE COLORADO REVISED STATUTES?	PASS, 2362- 613
RED CLIFF	SHALL THE TOWN OF RED CLIFF BE AUTHORIZED TO PROVIDE CABLE TELEVISION, TELECOMMUNICATIONS AND/OR HI-SPEED INTERNET SERVICES TO RESIDENTS, BUSINESSES, SCHOOLS, LIBRARIES, NONPROFIT ENTITIES AND OTHER USERS OF SUCH SERVICES, EITHER DIRECTLY OR INDIRECTLY THROUGH PUBLIC OR PRIVATE SECTOR PARTNERS?	PASS, 56-24

WRAY	<p>WITHOUT INCREASING TAXES, SHALL TH CITIZENS OF WRAY, COLORADO RE-ESTABLISH THEIR CITY'S RIGHTS TO PROVIDE ALL SERVICES AND FACILITIES RESTRICTED SINCE 2005 BY TITLE 29, ARTICLE 27 OF THE COLORADO REVISED STATUTES, DESCRIBED AS 'ADVANCED SERVICES,' TELECOMMUNICATIONS SERVICES' AND 'CABLE TELEVISION SERVICES,' INCLUDNG PROVIDING ANY NEW AND IMPROVED BROADBAND SERVICES AND FACILITIES BASED ON FUTURE TECHONOLOGIES, UTILIZING EXISTING OR NEW COMMUNITIY OWNED INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO THE EXISTING FIBER OPTIC NETWORK, EITHER DIRECTLY OR INDIRECTLY WITH PUBLIC OR PRIVATE SECTOR PARTNERS, TO POTENTIAL SUBSCRIBERS THAT MAY INCLUDE TELECOMMUNICATIONS SERVICE PROVIDERS, RESIDENTIAL OR COMMERICAL USERS WITHIN THE CITY?</p>	PASS 3167-2461
YUMA	<p>WITHOUT INCREASING TAXES, SHALL TH CITIZENS OF YUMA, COLORADO RE-ESTABLISH THEIR CITY'S RIGHTS TO PROVIDE ALL SERVICES AND FACILITIES RESTRICTED SINCE 2005 BY TITLE 29, ARTICLE 27 OF THE COLORADO REVISED STATUTES, DESCRIBED AS "ADVANCED SERVICES,' TELECOMMUNICATIONS SERVICES' AND 'CABLE TELEVISION SERVICES,' INCLUDNG PROVIDING ANY NEW AND IMPROVED BROADBAND SERVICES AND FACILITIES BASED ON FUTURE TECHONOLOGIES, UTILIZING EXISTING OR NEW COMMUNITIY OWNED INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO THE EXISTING FIBER OPTIC NETWORK, EITHER DIRECTLY OR INDIRECTLY WITH PUBLIC OR PRIVATE SECTOR PARTNERS, TO POTENTIAL SUBSCRIBERS THAT MAY INCLUDE TELECOMMUNICATIONS SERVICE PROVIDERS, RESIDENTIAL OR COMMERICAL USERS WITHIN THE CITY'S UTILITY SERVICE AREA?</p>	PASS, 71%-29%
SPRING 2014		
MONTROSE	<p>REFERRED MEASURE "A"</p> <p>WITHOUT INCREASING TAXES, SHALL THE CITIZENS OFTHE CITY OF MONTROSE, COLORADO, RE-ESTABLISH THEIR CITY'S RIGHT TO PROVIDE ALL SERVICES RESTRICTED SINCE 2005 BY TITLE 29, ARTICLE 27 OFTHE COLORADO REVISED STATUTES, DESCRIBED AS "ADVANCED SERVICES," "TELECOMMUNICATIONS SERVICES" AND "CABLE TELEVISION SERVICES," INCLUDING ANY NEW AND IMPROVED HIGH BANDWIDTH SERVICES BASED ON FUTURE TECHNOLOGIES, UTILIZING COMMUNITY OWNED INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO THE EXISTING FIBER OPTIC NETWORK, EITHER DIRECTLY OR INDIRECTLY WITH PUBLIC OR PRIVATE SECTOR PARTNERS, TO POTENTIAL SUBSCRIBERS THAT MAY INCLUDE TELECOMMUNICATIONS SERVICE PROVIDERS, RESIDENTIAL OR COMMERCIAL USERS WITHIN THE CITY?</p>	PASS 3969-1396
FALL 2013		
CENTENNIAL	<p>BALLOT QUESTION 2G</p> <p>SHALL THE CITY OF CENTENNIAL, WITHOUT INCREASING TAXES, AND TO RESTORE LOCAL AUTHORITY THAT WAS DENIED TO ALL LOCAL GOVERNMENTS BY THE STATE LEGISLATURE, AND TO FOSTER A MORE COMPETITIVE MARKETPLACE, BE AUTHORIZED TO INDIRECTLY PROVIDE HIGHSPEED INTERNET (ADVANCED SERVICES), TELECOMMUNICATIONS SERVICES, AND/OR CABLE TELEVISION SERVICES TO RESIDENTS, BUSINESSES, SCHOOLS, LIBRARIES, NONPROFIT ENTITIES AND OTHER USERS OF SUCH SERVICES, THROUGH COMPETITIVE AND NON-EXCLUSIVE PARTNERSHIPS WITH PRIVATE BUSINESSES, AS EXPRESSLY PERMITTED BY ARTICLE 29, TITLE 27 OF THE COLORADO REVISED STATUTES?</p>	PASS 76%-24%

NOTE: This bill has been prepared for the signature of the appropriate legislative officers and the Governor. To determine whether the Governor has signed the bill or taken other action on it, please consult the legislative status sheet, the legislative history, or the Session Laws.



SENATE BILL 05-152

BY SENATOR(S) Veiga, and Mitchell;
also REPRESENTATIVE(S) Jahn, Crane, Harvey, Kerr, and Sullivan.

CONCERNING LOCAL GOVERNMENT COMPETITION IN THE PROVISION OF
SPECIFIED COMMUNICATIONS SERVICES.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Title 29, Colorado Revised Statutes, is amended BY
THE ADDITION OF A NEW ARTICLE to read:

ARTICLE 27
Competition in Utility and Entertainment Services

PART 1
COMPETITION IN UTILITY
AND ENTERTAINMENT SERVICES

29-27-101. Legislative declaration. (1) THE GENERAL ASSEMBLY
HEREBY FINDS AND DECLARES THAT IT IS THE POLICY OF THIS STATE TO
ENSURE THAT CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE,
AND HIGH SPEED INTERNET ACCESS, OTHERWISE KNOWN AS ADVANCED
SERVICE, ARE EACH PROVIDED WITHIN A CONSISTENT, COMPREHENSIVE, AND

NONDISCRIMINATORY FEDERAL, STATE, AND LOCAL GOVERNMENT FRAMEWORK.

(2) THE GENERAL ASSEMBLY FURTHER FINDS AND DECLARES THAT:

(a) THERE IS A NEED FOR STATEWIDE UNIFORMITY IN THE REGULATION OF ALL PUBLIC AND PRIVATE ENTITIES THAT PROVIDE CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, AND ADVANCED SERVICE.

(b) MUNICIPAL ORDINANCES, RULES, AND OTHER REGULATIONS GOVERNING THE PROVISION OF CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, AND ADVANCED SERVICE BY A LOCAL GOVERNMENT IMPACT PERSONS LIVING OUTSIDE THE MUNICIPALITY.

(c) REGULATING THE PROVISION OF CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, AND ADVANCED SERVICE BY A LOCAL GOVERNMENT IS A MATTER OF STATEWIDE CONCERN.

29-27-102. Definitions. AS USED IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "ADVANCED SERVICE" MEANS HIGH-SPEED INTERNET ACCESS CAPABILITY IN EXCESS OF TWO HUNDRED FIFTY-SIX KILOBITS PER SECOND BOTH UPSTREAM AND DOWNSTREAM.

(2) "CABLE TELEVISION SERVICE" MEANS THE ONE-WAY TRANSMISSION TO SUBSCRIBERS OF VIDEO PROGRAMMING OR OTHER PROGRAMMING SERVICE, AS WELL AS SUBSCRIBER INTERACTION, IF ANY, THAT IS REQUIRED FOR THE SELECTION OR USE OF THE VIDEO PROGRAMMING OR OTHER PROGRAMMING SERVICE.

(3) "LOCAL GOVERNMENT" MEANS ANY CITY, COUNTY, CITY AND COUNTY, SPECIAL DISTRICT, OR OTHER POLITICAL SUBDIVISION OF THIS STATE.

(4) "PRIVATE PROVIDER" MEANS A PRIVATE ENTITY THAT PROVIDES CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE.

(5) "SUBSCRIBER" MEANS A PERSON THAT LAWFULLY RECEIVES

CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE. A PERSON THAT UTILIZES CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE PROVIDED BY A LOCAL GOVERNMENT FOR LOCAL GOVERNMENTAL OR INTERGOVERNMENTAL PURPOSES AND IS USED BY PERSONS ACCESSING GOVERNMENT SERVICES IS NOT A SUBSCRIBER FOR PURPOSES OF THIS ARTICLE.

(6) "TELECOMMUNICATIONS SERVICE" HAS THE SAME MEANING AS SET FORTH IN SECTION 40-15-102 (29), C.R.S.

29-27-103. Limitations on providing cable television, telecommunications, and advanced services. (1) EXCEPT AS PROVIDED IN THIS ARTICLE, A LOCAL GOVERNMENT SHALL NOT:

(a) PROVIDE TO ONE OR MORE SUBSCRIBERS CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE; OR

(b) PURCHASE, LEASE, CONSTRUCT, MAINTAIN, OR OPERATE ANY FACILITY FOR THE PURPOSE OF PROVIDING CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE TO ONE OR MORE SUBSCRIBERS.

(2) FOR PURPOSES OF THIS ARTICLE, A LOCAL GOVERNMENT PROVIDES CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE IF THE LOCAL GOVERNMENT PROVIDES THE CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE TO ONE OR MORE SUBSCRIBERS:

(a) DIRECTLY;

(b) INDIRECTLY BY MEANS THAT INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

(I) THROUGH AN AUTHORITY OR INSTRUMENTALITY ACTING ON BEHALF OF THE LOCAL GOVERNMENT OR FOR THE BENEFIT OF THE LOCAL GOVERNMENT BY ITSELF;

(II) THROUGH A PARTNERSHIP OR JOINT VENTURE;

(III) THROUGH A SALE AND LEASEBACK ARRANGEMENT;

(c) BY CONTRACT, INCLUDING A CONTRACT WHEREBY THE LOCAL GOVERNMENT LEASES, SELLS CAPACITY IN, OR GRANTS OTHER SIMILAR RIGHTS TO A PRIVATE PROVIDER TO USE LOCAL GOVERNMENTAL FACILITIES DESIGNED OR CONSTRUCTED TO PROVIDE CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE FOR INTERNAL LOCAL GOVERNMENT PURPOSES IN CONNECTION WITH A PRIVATE PROVIDER'S OFFERING OF CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE; OR

(d) THROUGH SALE OR PURCHASE OF RESALE OR WHOLESALE CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE FOR THE PURPOSE OF PROVIDING CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE TO ONE OR MORE SUBSCRIBERS.

(3) NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO LIMIT THE AUTHORITY OF A LOCAL GOVERNMENT TO LEASE TO A PRIVATE PROVIDER PHYSICAL SPACE IN OR ON ITS PROPERTY FOR THE PLACEMENT OF EQUIPMENT OR FACILITIES THE PRIVATE PROVIDER USES TO PROVIDE CABLE TELEVISION, TELECOMMUNICATIONS, OR ADVANCED SERVICES.

PART 2 CONDITIONS FOR PROVIDING SERVICES

29-27-201. Vote - referendum. (1) BEFORE A LOCAL GOVERNMENT MAY ENGAGE OR OFFER TO ENGAGE IN PROVIDING CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE, AN ELECTION SHALL BE CALLED ON WHETHER OR NOT THE LOCAL GOVERNMENT SHALL PROVIDE THE PROPOSED CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE.

(2) THE BALLOT AT AN ELECTION CONDUCTED PURSUANT TO THIS SECTION SHALL POSE THE QUESTION AS A SINGLE SUBJECT AND SHALL INCLUDE A DESCRIPTION OF THE NATURE OF THE PROPOSED SERVICE, THE ROLE THAT THE LOCAL GOVERNMENT WILL HAVE IN PROVISION OF THE SERVICE, AND THE INTENDED SUBSCRIBERS OF SUCH SERVICE. THE BALLOT PROPOSITION SHALL NOT TAKE EFFECT UNTIL SUBMITTED TO THE ELECTORS AND APPROVED BY THE MAJORITY OF THOSE VOTING ON THE BALLOT.

29-27-202. Exemption for unserved areas. (1) A LOCAL GOVERNMENT SHALL BE EXEMPT FROM THE REQUIREMENTS OF THIS PART 2

AND MAY ENGAGE OR OFFER TO ENGAGE IN PROVIDING CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCE SERVICE IF:

(a) NO PRIVATE PROVIDER OF CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE PROVIDES THE SERVICE ANYWHERE WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT;

(b) THE GOVERNING BODY OF THE LOCAL GOVERNMENT HAS SUBMITTED A WRITTEN REQUEST TO PROVIDE THE SERVICE TO ANY INCUMBENT PROVIDER OF CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT; AND

(c) THE INCUMBENT PROVIDER HAS NOT AGREED WITHIN SIXTY DAYS OF THE RECEIPT OF A REQUEST SUBMITTED PURSUANT TO PARAGRAPH (b) OF THIS SUBSECTION (1) TO PROVIDE THE SERVICE OR, IF THE PROVIDER HAS AGREED, IT HAS NOT COMMENCED PROVIDING THE SERVICE WITHIN FOURTEEN MONTHS OF THE RECEIPT OF THE REQUEST.

PART 3
COMPLIANCE WITH LOCAL, STATE,
AND FEDERAL REGULATIONS

29-27-301. General operating limitations. (1) A LOCAL GOVERNMENT THAT PROVIDES CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE UNDER THIS ARTICLE SHALL COMPLY WITH ALL STATE AND FEDERAL LAWS, RULES, AND REGULATIONS GOVERNING PROVISION OF SUCH SERVICE BY A PRIVATE PROVIDER; EXCEPT THAT NOTHING HEREIN SHALL BE CONSTRUED TO AFFECT THE JURISDICTION OF THE PUBLIC UTILITIES COMMISSION WITH RESPECT TO MUNICIPAL UTILITIES.

(2) (a) A LOCAL GOVERNMENT SHALL NOT MAKE OR GRANT ANY UNDUE OR UNREASONABLE PREFERENCE OR ADVANTAGE TO ITSELF OR TO ANY PRIVATE PROVIDER OF CABLE TELEVISION SERVICES, TELECOMMUNICATIONS SERVICES, OR ADVANCED SERVICES.

(b) A LOCAL GOVERNMENT SHALL APPLY WITHOUT DISCRIMINATION AS TO ITSELF AND TO ANY PRIVATE PROVIDER THE LOCAL GOVERNMENT'S ORDINANCES, RULES, AND POLICIES, INCLUDING THOSE RELATING TO:

(I) OBLIGATION TO SERVE;

(II) ACCESS TO PUBLIC RIGHTS-OF-WAY;

(III) PERMITTING;

(IV) PERFORMANCE BONDING WHERE AN ENTITY OTHER THAN THE LOCAL GOVERNMENT IS PERFORMING THE WORK;

(V) REPORTING; AND

(VI) QUALITY OF SERVICE.

29-27-302. Scope of article. (1) NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO AUTHORIZE ANY LOCAL GOVERNMENT TO:

(a) PROVIDE, DIRECTLY OR INDIRECTLY, CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE; OR

(b) PURCHASE, LEASE, CONSTRUCT, MAINTAIN, OR OPERATE A FACILITY FOR THE PURPOSE OF PROVIDING, DIRECTLY OR INDIRECTLY, CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE.

(2) NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO APPLY TO A LOCAL GOVERNMENT PURCHASING, LEASING, CONSTRUCTING, MAINTAINING, OR OPERATING FACILITIES THAT ARE DESIGNED TO PROVIDE CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE THAT THE LOCAL GOVERNMENT USES FOR INTERNAL OR INTERGOVERNMENTAL PURPOSES.

(3) NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO APPLY TO THE SALE OR LEASE BY A LOCAL GOVERNMENT TO PRIVATE PROVIDERS OF EXCESS CAPACITY, PROVIDED:

(a) SUCH EXCESS CAPACITY IS INSUBSTANTIAL IN RELATION TO THE CAPACITY UTILIZED BY THE LOCAL GOVERNMENT FOR ITS OWN PURPOSES; AND

(b) THE OPPORTUNITY TO PURCHASE AND THE OPPORTUNITY TO USE SUCH EXCESS CAPACITY IS MADE AVAILABLE TO ANY PRIVATE PROVIDER IN

A NONDISCRIMINATORY, NONEXCLUSIVE, AND COMPETITIVELY NEUTRAL MANNER.

(4) NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO LIMIT EITHER THE AUTHORITY OF THE STATEWIDE INTERNET PORTAL AUTHORITY CREATED IN SECTION 24-37.7-102, C.R.S., TO CARRY OUT ITS MISSION OR TO INTEGRATE THE ELECTRONIC INFORMATION DELIVERY SYSTEMS OF LOCAL GOVERNMENTS INTO THE STATEWIDE INTERNET PORTAL AS DEFINED IN ARTICLE 37.7 OF TITLE 24, C.R.S.

29-27-303. Enforcement and appeal. (1) BEFORE AN INDIVIDUAL SUBSCRIBER OR A PRIVATE PROVIDER THAT COMPETES WITH A LOCAL GOVERNMENT IN THE GEOGRAPHIC BOUNDARIES OF THE LOCAL GOVERNMENT MAY FILE AN ACTION IN DISTRICT COURT FOR VIOLATION OF THIS ARTICLE, THAT PERSON SHALL FILE A WRITTEN COMPLAINT WITH THE LOCAL GOVERNMENT. THE FAILURE BY THE LOCAL GOVERNMENT TO ISSUE A FINAL DECISION REGARDING THE COMPLAINT WITHIN FORTY-FIVE DAYS SHALL BE TREATED AS AN ADVERSE DECISION FOR PURPOSES OF APPEAL.

(2) AN APPEAL OF AN ADVERSE DECISION FROM THE LOCAL GOVERNMENT MAY BE TAKEN TO THE DISTRICT COURT FOR A DE NOVO PROCEEDING.

29-27-304. Applicability. THIS ARTICLE SHALL APPLY TO CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, AND ADVANCED SERVICE AND TO THE PURCHASE, LEASE, CONSTRUCTION, MAINTENANCE, OR OPERATION OF ANY FACILITY FOR THE PURPOSE OF PROVIDING SUCH SERVICE, FOR WHICH A LOCAL GOVERNMENT HAS NOT ENTERED INTO AN AGREEMENT OR OTHERWISE TAKEN ANY SUBSTANTIAL ACTION PRIOR TO MARCH 1, 2005, TO PROVIDE SUCH SERVICE OR PURCHASE, LEASE, CONSTRUCT, MAINTAIN, OR OPERATE SUCH FACILITIES.

SECTION 2. Safety clause. The general assembly hereby finds,

determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.

Joan Fitz-Gerald
PRESIDENT OF
THE SENATE

Andrew Romanoff
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Karen Goldman
SECRETARY OF
THE SENATE

Marilyn Eddins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED _____

Bill Owens
GOVERNOR OF THE STATE OF COLORADO

Glenwood Springs, Colorado: Fiber Frontier

Tue, July 05, 2016 | Posted by [lgonzalez](#)



[Glenwood Springs](#) was the first community in Colorado to invest in publicly owned Internet infrastructure, the [Community Broadband Network](#) (CBN), and offer services to local businesses. The community, originally named “Defiance,” was also one of the first U.S. communities to have electric lights. Their [open access](#) municipal network has improved connectivity throughout the community and helped establish robust competition in this western frontier town.

Dial-Up Just Didn’t Do It; City Steps In

Bob Farmer, Information Systems Director at Glenwood Springs, spoke with Christopher Mitchell for [episode #206](#) of the Community Broadband Bits podcast and he shared some of the network’s history. Before community leaders chose to take matters into their own hands, Qwest (now CenturyLink) and AT&T were offering dial-up services to residents and businesses. The city approached the incumbents and asked them to make upgrades to improve local connectivity but were told by both companies that they had no plans to make improvements.

Bruce Munroe, former Director of Information Services, [was interviewed in 2005](#) about the community’s plan to invest in fiber and the incumbents’ reaction. He said:

“When we started, we were told that it wouldn’t be profitable for them to provide service,” says Munroe. “But they also said ‘you can’t do it either.’ There was no interest in [pursuing] anything until we said we were going to do it.” Glenwood moved ahead anyway after its city council approved a municipal service plan based on keeping businesses in town. “We were protecting our economic base,” says Munroe, who noted that businesses were leaving because they didn’t have speedy access to the Internet.

Farmer recalls that a citizens group formed to advance the prospect of publicly owned Internet infrastructure. While a plan surfaced to offer [triple-play](#) via [fiber-optic](#) connectivity to the entire community, pushback from local fixed wireless Internet access providers and other businesses eventually led community leaders to scale back. The city chose instead to offer businesses and community anchor institutions (CAI) connectivity via an open access fiber-optic network in 2000-2001 and use the backbone to create a fixed wireless network for residential access. While a number of private wireless providers used the CBN to offer residential services, the city did not

actually offer fixed wireless directly to residents until 2009. According to Farmer, they never advertised and had less than one percent of the subscriber base.



In his interview with Christopher, Farmer described some of the difficulties with the plan in a town the size of Glenwood Springs where there were already a number of wireless providers:

“[A]t that point we were directly competing with the existing wireless providers and many of them became resellers on our network”

There were a relatively high number of wireless providers offering services in Glenwood Springs - as many as seven at one time - which made the market very competitive. Farmer believes the town's population of a little less than 10,000 does not support a high number of competitors. Connectivity throughout the community is certainly better than it was before the public investment, but it has been a challenging journey, recalls Farmer.

As Farmer also noted in the interview, the open access model created problems when larger regional providers bought out smaller local ISPs. When providers on the CBN were not dedicated enough to maintain relationships with the customers they served the city felt the fallout. Customers encountered problems with the network and let their providers know, but the providers failed to promptly inform the Glenwood Springs Internet division. As a result, customers were frustrated and chose to cancel service.

Anchor institutions and businesses still connected via the fiber-optic network, but connecting included hefty installation charges. Over time, the city drastically lowered the connection charges, encouraging more businesses and institutions to connect to the CBN. Glenwood Springs has forged ahead to bring better connectivity to local businesses and CAIs and, while the city has had to contend with the problems of being one of several providers in a competitive market, the CBN has created an environment beyond one or two providers and prices are held in check.

City Savings

In addition to keeping prices reasonable for businesses and CAIs, the city is able to keep its own telecommunications costs down by self-provisioning. Farmer estimates that Glenwood Springs saves approximately \$140,000 per year because it uses the CBN rather than obtaining comparable services from a private provider. He adds that, because the network adds redundancy, savings may actually be much higher;

with a network that doesn't go down, efficiency is always optimal.

There are 25 municipal facilities connected to the CBN, including wastewater, water treatment, and electric department facilities. Glenwood Springs also uses the CBN to connect fires stations, the Community Center, and its Municipal Operations Center.



Just as importantly, Glenwood Springs is able to budget because their costs are predictable. When local communities depend on big private providers for services, they are at a disadvantage because those corporations have the ability to increase rates and communities have little say in the matter. If a community has no alternate provider, they have no leverage to negotiate.

In [Martin County, Florida](#), for example, the [franchise](#) agreement between the county and Time Warner Cable was coming to a close. The ISP planned to raise rates by more than 800 percent. Rather than submit to corporate piracy, the community partnered with the school district and invested in their own Internet infrastructure. In addition to taking control of their own connectivity decisions, Martin County and its partner are saving millions each year.

A Plan To Expand, A Vote To Reclam Authority

By 2008, the municipal electric utility had invested approximately \$3.5 million to deploy the fiber system for communications purposes and the electric system. The city [began to consider](#) using the network for more than just business connectivity, possibly offering services directly to residents.

At the time, Public Works Director [Robin Millyard said](#), "It's like having a Ferrari in a garage on a gravel road." The City Manager noted that the network was, "[A] tremendous asset available to this community that's being underutilized."

The city considered the possibility of selling off the wireless network and expanding the existing fiber-optic network to serve all businesses and households in the community in order to offer triple-play. The city had already commissioned a feasibility study to look at the plan. City leaders anticipated funding the \$12 million expansion with a revenue bond.

By 2008, Colorado's SB 152 had passed the state legislature, so before the city could expand their offerings, the voters had to reclaim local authority through referendum. In April, voters passed the measure 707 to 605 in the single-issue election. The municipality now had the legal option to expand its network. If any future expansion required issuing a revenue bond or some other form of bond, the community would need to vote again to authorize the financing. After several months of study, however, the City Council ultimately chose not to pursue such a big project.

Instead, Glenwood Springs decided to begin providing direct Internet access to businesses, rather than only offering the fiber infrastructure on which third party providers could offer services to commercial subscribers. By working directly with commercial customers, the city was able to improve its reputation and take on more customers. The demand for services from the city has risen approximately 20 percent each year. He attributes the increased interest in the city's efforts in part to better customer service.

The CBN Today And Tomorrow

Businesses can sign up for [one of three tiers](#), with all speeds [symmetrical](#) so [upload](#) is as fast as [download](#), a critical component of business Internet access.



All tiers include a public IP address, no data cap limit, and no long term contract:

- Fiber Optic 50 - 50 Megabits per second ([Mbps](#)) for \$70 per month
- Fiber Optic 100 - 100 Mbps for \$105 per month
- Fiber Optic 250 - 250 Mbps for \$175 per month

Glenwood Springs CBN also offers Enterprise services that include speeds of up to 1 Gigabit per second ([Gbps](#)) and private network connectivity with speeds as fast as 10 Gbps.

The fixed wireless service the city offers to residents is being discontinued because there are ample wireless providers in Glenwood Springs and because the equipment is outdated. Instead, the community is looking again at the possibility of providing connectivity directly to residents, this time via Fiber-to-the-Home ([FTTH](#)).

Glenwood Springs is engaged in the operations and maintenance phase of a pilot project that has passed 36 homes. The pilot project is testing the waters in one neighborhood; nine households have subscribed so far. Subscribers can choose basic service of 100 Megabits per second (Mbps) upload and download (symmetrical) for \$40 per month or symmetrical Gigabit service (1000 Mbps) for \$780 per month. The pilot program cost just under \$20,000 from the electric utility's existing budget.

An increasing number of communities are choosing to experiment with pilot programs, such as [Owensboro, Kentucky](#), and [Westfield, Massachusetts](#). As well as giving the community a chance to see the advantages of superior Internet access, thus raising demand, a pilot project provides the opportunity to resolve unanticipated problems with technology or administrative operations.

The Future In "Defiance" And Elsewhere In Colorado

They call themselves Glenwood Springs, but this western Colorado town of about 10,000 people have held on

to the spirit of those who called it "Defiance." The people of the community are deciding for themselves the best course and following their own path. Each election season - fall and spring - more communities are asking voters to exercise that spirit by opting out of SB 152 and taking back local authority. Glenwood Springs was the first and [has been joined by dozens of others](#); we expect to see more who choose to exercise their right to self-determination.

RESOLUTION NO. _____
(Series of 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF EAGLE, COLORADO, SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF EAGLE, COLORADO, AT THE COORDINATED ELECTION TO BE HELD ON NOVEMBER 8, 2016 CONCERNING WHETHER THE TOWN OF EAGLE SHOULD BE PERMITTED TO PUBLISH ADOPTED ORDINANCES BY TITLE ONLY RATHER THAN BY PUBLISHING THE ORDINANCE IN FULL.

WHEREAS, generally, pursuant to Section 31-16-104, C.R.S., all ordinances, after their adoption, must be published in full in some newspaper published within the limits of the Town or, if there are none, in some newspaper of general circulation in the Town; and

WHEREAS, Section 31-16-105, C.R.S., further provides that any municipality may determine at a regular or special election to meet the requirements for publication by publishing ordinances by title only rather than by publishing the ordinance in full; and

WHEREAS, the Town of Eagle spends considerable funds each year on newspaper publication costs and the Board of Trustees finds and determines that in order to reduce such costs it is necessary and appropriate to submit to the registered electors voting at the November 8, 2016 coordinated election the question of whether the Town may publish ordinances by title only rather than by publishing the ordinance in full.

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

Section 1. The following ballot issue shall be submitted to the registered voters of the Town of Eagle voting at the November 8, 2016 coordinated election:

“Publishing of the Town Ordinances by Title Only

In order to reduce the Town’s financial commitment with regard to publishing all ordinances in full, shall the Town of Eagle be permitted to publish all adopted ordinances by title only rather than by publishing such ordinances in full, as permitted under Colorado law? Full ordinances will be available for review on the Town of Eagle website and at the Eagle Town Hall.

Yes: _____

No: _____”

Section 2. Submission of the above ballot question to the Town’s electors at the November 8,, 2016 coordinated election shall constitute a municipal special election. The Eagle County Clerk and Recorder shall be the coordinated election official and shall conduct the

election, including the above ballot question, on behalf of the Town of Eagle. The Town of Eagle shall enter into an agreement with the Eagle County Clerk and Recorder concerning the conduct and cost of the coordinated election. The Eagle Town Clerk is hereby appointed as the designated election official who shall assist the coordinated election official in the manner provided by law.

Section 3. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Town and officers thereof, directed toward the election and the objects and purposes herein stated are hereby ratified, approved, and confirmed.

Section 4. The officers and employees of the Town are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Resolution.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on July 12, 2016.

TOWN OF EAGLE, COLORADO

ATTEST:

Jenny Rakow, Town Clerk

Ann McKibbin, Mayor

Ballot Measures Pertaining to Publication Requirements (2014, 2012, 2010, 2008)

	"Any municipality may determine at a regular or special election to meet the requirements of this section and section 31-16-106 by publishing ordinances by title only rather than by publishing the ordinance in full." (C.R.S. 31-16-105)	
Municipality	Question	Results
2014		
Buena Vista	1. Shall the Town of Buena Vista be authorized to stop publishing the payment of bills and the award of Town contracts and rebates in a newspaper of general circulation in the Town?	Fail: 110 Yes, 181 No
Buena Vista	2. Shall the Town of Buena Vista be authorized to publish its ordinances by title only rather than by publishing its ordinances in full?	Fail: 118 Yes, 172 No
Gilcrest	SHALL ORDINANCES, AFTER THEY ARE ADOPTED, BE PUBLISHED IN THE NEWSPAPER BY TITLE ONLY?	Pass 38 Yes, 22 No
Ignacio	BALLOT QUESTION: SHALL THE TOWN OF IGNACIO BE AUTHORIZED TO PUBLISH ORDINANCES BY TITLE ONLY RATHER THAN BY PUBLISHING THE ORDINANCE IN FULL IN ACCORDANCE WITH ORDINANCE NUMBER 313?	Pass: 57 Yes, 49 No
Manzanola	Ballot Question A: In order to save publication costs to the town, shall The Town of Manzanola be permitted to publish ordinances by title only rather than by publishing ordinances in their entirety: and providing that the full ordinance be available to the public at the Town Clerks Office	Pass
Palisade	In order to reduce the financial commitment with regard to publishing all Ordinances in full, shall the Town of Palisade be permitted to publish all adopted ordinances by title only rather than by publishing such ordinances in full, as permitted under Colorado law? Full ordinances will be available for review on the Town of Palisade website and the Palisade Town Hall.	Pass: 249 Yes, 93 No
Parachute	Ballot Question No. 7: (b) "Shall the Town of Parachute cease publishing in a newspaper its proceedings as they relate to the payment of bills, expenditures and all contracts awarded and rebates allowed, as permitted by Section 31-20-202 of the Colorado Revised Statutes, and instead shall the Town post such proceedings on its website?"	Pass
Yampa	SHALL ORDINANCES ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF YAMPA BE PERMITTED TO BE PUBLISHED BY TITLE ONLY RATHER THAN BY PUBLISHING IN FULL, THEREBY SUBSTANTIALLY REDUCING THE COST INCURRED IN THE PUBLICATION OF ORDINANCES PURSUANT TO COLORADO REVISED STATUTE SECTION 31-16-105, WITH FULL COPIES OF ALL ORDINANCES TO BE KEPT ON PERMANENT RECORD IN THE OFFICE OF THE TOWN CLERK.AND MADE AVAILABLE AT TOWN HALL?	Pass: 61 Yes, 8 No

2012		
Ault	Shall the Town of Ault be allowed to avail itself of the savings provided in Colorado Revised Statutes Section 31-16-105 through allowing Town ordinances to be published by title only, rather than publishing the ordinance in full, so long as such ordinances are published in full on the municipal website?	Pass: 122 Yes, 72 No
Berthoud	Shall the Town of Berthoud be allowed to publish its ordinances by title only after they are adopted by the Board of Trustees, as provided by Colorado Revised Statutes Section 31-16-105, with all the ordinances made available on the official Town of Berthoud website and kept as a permanent record in the office of the Town Clerk thereby substantially reducing the publishing costs incurred – approximately \$1362 per year - by the Town when the ordinances are published in full?	Pass: 503 Yes, No
Berthoud	Shall the Town of Berthoud provide an alternative method for distribution of information relating to the payment of bills by posting the monthly information on the Town's website, in accordance with Section 31-20-202, Colorado Revised Statutes, instead of publishing them in the newspaper, thereby substantially reducing the costs incurred in the publication of such information – approximately \$1042.35 per year - with the monthly listing of the payment of bills to be made available through the Berthoud Town Hall and also on the Town's official website?	Pass: 523 Yes, 212 No
Crestone	Shall the Town of Crestone be allowed to enact an ordinance allowing the distribution of information relating to payment of bills and statements concerning all contracts awarded by posting the same on the bulletin board located at Town Hall rather than by publishing in the Town newspaper?	Pass: 40 Yes, 15 No
Estes Park	Shall the Town of Estes Park, Colorado, be authorized to publish ordinances by title only rather than publishing each ordinance in full in accordance with Section 31-16-105 C.R.S.?	Fail: 72% No, 28% Yes
Estes Park	Shall the Town of Estes Park, Colorado, not publish proceedings relating to payment of bills and statements concerning all contracts awarded and rebates allowed in accordance with Section 31-20-202 (1.5) C.R.S.?	Fail: 77% No, 23% Yes
Gilcrest	Pursuant to C.R.S. Section 31-16-105, shall the Town of Gilcrest be authorized to publish its ordinances by title only, rather than publishing its ordinances in full?	Fail: 96 No, 50 Yes
Minturn	MODIFICATION OF POSTING SITES: Shall the Home Rule Charter of the Town of Minturn, Colorado, be amended to provide all ordinances will be published by title only, after first reading and posted in full on the official website, or in the event the publication on the Town's website cannot be accomplished, the Ordinance shall be posted in full as a Public Notice at the established Public Notice locations?	Pass: 71 Yes, 9 No
Naturita	No. 1: SHALL THE TOWN OF NATURITA, COLORADO, NOT PUBLISH BILL PAID, BUT SHALL POST A MONTHLY COPY OF BILLS PAID AT TOWN HALL, AND COPIES AVAILABLE TO CITIZENS UPON REQUEST. PURSUANT TO COLORADO REVISED STATUTES 31-20-202 (1.5)	Pass: 66 Yes, 45 No

Norwood	1. Shall ordinances adopted by the Board of Trustees of the Town of Norwood be permitted to be published by title only rather than by publishing the ordinance in full, thereby substantially reducing the cost incurred in the publication of ordinances pursuant to Colorado Revised Statute section 31-16-105, with full copies of all ordinances to be kept as permanent record in the office of the Town Clerk and made available at the Town Hall, and the Town website: norwoodtown.com?	Pass: 79 Yes, 26 No
Olathe	SHALL ORDINANCES ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF OLATHE BE PERMITTED TO BE PUBLISHED BY TITLE ONLY RATHER THAN BY PUBLISHING IN FULL, THEREBY SUBSTANTIALLY REDUCING THE COST INCURRED IN THE PUBLICATION OF ORDINANCES PURSUANT TO COLORADO REVISED STATUTE SECTION 31-16-105, WITH FULL COPIES OF ALL ORDINANCES TO BE KEPT AS PERMANENT RECORD IN THE OFFICE OF THE TOWN CLERK AND MADE AVAILABLE AT THE OLATHE TOWN HALL?	Pass: 97 Yes, 43 No
Severance	Shall the Town of Severance be allowed to obtain the savings provided in Colorado Revised Statutes Section 31-20-202(1.5) through removing the requirement for publication of proceedings relating to payments on accounts and contracts in a newspaper, so long as such information is posted on the municipal website within the time in which it would have been required to be published?	Pass: 251 Yes, 80 No
Silver Cliff	SHALL THE TOWN OF SILVER CLIFF BE AUTHORIZED PURSUANT TO C.R.S. 31-16-105 TO PUBLISH ITS ORDINANCES BY TITLE ONLY RATHER THAN BY PUBLISHING THEM IN FULL, SO LONG AS THE FULL TEXT OF THE ORDINANCE IS AVAILABLE FOR INSPECTION AND COPYING AT NO CHARGE TO THE PUBLIC AT THE OFFICE OF THE TOWN CLERK DURING NORMAL BUSINESS HOURS.	Fail: 63 No, 60 Yes
Winter Park	BALLOT QUESTION 2: Shall Article XIII, Section 13.13(m) of the Winter Park Home Rule Charter be deleted in its entirety and replaced with a new Article XIII, Section 13.14 that reads as follows? Section 13.14 Official Publications Exclusive management and control of the designation of the official publications to be used for the official advertising of the Town shall be vested in the Town Clerk. The manner of publication may include print, electronic and other media as appropriate to comply with applicable law and meet the various publication needs of the Town. Such designation shall be made annually by the Town Clerk and affirmed by resolution of the Council.	Pass: 67 Yes, 9 No
2010		
Breckenridge	Question "D": Effective July 1, 2010, shall the definition of "publication" set forth in Section 15.12(m) of the Breckenridge Town Charter be amended to allow publication of Town laws and notices to be made by posting on the Town's official website, unless a different method of publication is required by applicable law? Y/N	Pass: Yes 539, No 114

Collbran	Shall the town of Collbran, to meet the requirements of C.R.S. § 31-16-105 and to save publication costs, publish ordinances by title only, rather than in full, effective May 1, 2010? Y/N	Pass: Yes 60, No 42
Gilcrest	A. To save the Town of Gilcrest significant publication costs, shall the Town of Gilcrest be authorized to publish its ordinances by title only, rather than publish its ordinances in full? Y/N	Fail: Yes 83, No 114
Granby	Publication of ordinances question: Shall the town of Granby, Colorado be authorized to publish ordinances by title only rather than by publishing each ordinance in full, in accordance with C.R. S. 31-16-105, thereby substantially reducing the cost incurred in the publication of ordinances? Title only publication will include the statement that the complete text of all ordinances is available through the town clerk's office. Y/N	Pass: Yes 53%, No 47%
Granby	Publication of monthly bills: Shall the town of Granby, Colorado, provide and alternative method for distributing of information relating to the payment of bills by posting the monthly information on the town's website, in accordance with Section 31-20-202, Colorado Revised Statutes, instead of publishing them in the newspaper, thereby substantially reducing the costs incurred in the publication of such information with the monthly listing of the payment of bills to be made available through the Granby town hall and on the town's official website? Y/N	Pass: Yes 62%, No 38%
Grand Lake	A. Shall the Town of Grand Lake, CO, be authorized to publish ordinances by title only rather than by publishing each ordinance in full, in accordance with Section 31-16-105, CO Revised Statutes, thereby substantially reducing the cost incurred in the publication of ordinances, with such publication to include the statement that "The complete text of all ordinances is available through the Grand Lake Town Hall and on the Town's official website"? Y/N	Pass: Yes 21, No 2
Grand Lake	B. Shall the Town of Grand Lake, Colorado, provide and alternative method for distributing of information relating to the payment of bills by posting the monthly information on the town's website, in accordance with Section 31-20-202, Colorado Revised Statutes, instead of publishing them in the newspaper, thereby substantially reducing the costs incurred in the publication of such information with the monthly listing of the payment of bills to be made available through the Grand Lake Town Hall and on the town's official website? Y/N	Pass: Yes 20, No 3
Kremmling	1. Shall the town of Kremmling, Colorado be authorized to publish ordinances by title only rather than by publishing each ordinance in full, in accordance with C.R.S. 31-16-105, thereby substantially reducing the cost incurred in the publication of ordinances with such title only publication will include the statement that "The complete text of all ordinances is available through the town of Kremmling town hall and on the town's official website? Y/N	Pass: Yes 132, No 98

Kremmling	2. Shall the town of Kremmling, Colorado, provide and alternative method for distributing of information relating to the payment of bills by posting the monthly information on the town's website, in accordance with Section 31-20-202, Colorado Revised Statutes, instead of publishing them in the newspaper, thereby substantially reducing the costs incurred in the publication of such information with the monthly listing of the payment of bills to be made available through Kremmling town hall and on the town's official website? Y/N	Pass: Yes 148, No 81
Monument	A. Shall the Town of Monument as allowed by CO Law (C.R.S. 31-16-105 & 106) to save publication costs be permitted to publish ordinances by title only rather than by publishing the ordinance in full with the full ordinance available from the town clerk upon request? Y/N	Pass: Yes 440, No 188
New Castle	1. Shall the town charter of the town of New Castle, CO be amended to permit publication of town documents on the town website as follows: Shall the following section 14.11 be added to the charter: Section 14.11 definition. Shall "in a local newspaper of general circulation" be struck from the following section of the charter: Section 4.3 (D) Procedure for ordinances. Shall "and by the certificate of the publisher" and "and the proofs of publication of same" be struck from the following section of the charter: Section 4.5 disposition of ordinances.	Pass: Yes 443, No 163
Nucla	Ballot Issue: Shall ordinances adopted by the board of trustees of the town of Nucla be permitted to be published by title only rather than by publishing in full, thereby substantially reducing the cost incurred in the publication of ordinances pursuant to Colorado revised statute section 31-16-105, with full copies of all ordinances to be kept as permanent record in the office of the town clerk and made available at town hall.	Pass: Yes 62, No 54
Saguache	1. Shall the Board of Trustee of the Town of Saguache, CO be allowed to meet the requirements of publication of ordinances contained in Section 31-16-105 of the CO Revised Statutes by publishing said ordinances by title only rather than publishing the ordinance in full? Y/N	Pass: Yes 72, No 45
Superior	Ballot Question B - To save the Town of Superior significant publication costs, shall the Town of Superior be authorized to publish its ordinances by title only, rather than publishing its ordinances in full? Y/N	Pass: Yes 1322, No 605
Westcliffe	1. Shall the town of Westcliffe be authorized pursuant to C.R.S. 31-16-105 to publish its ordinances by title only, rather than by publishing them in full, so long as the full text of the ordinance is available for inspection and copying at no charge to the public at the office of the town clerk during normal business hours.	Pass: Yes 81, No 53
2008		
Collbran	Shall the town of Collbran, to meet the requirements of C.R.S. 31-16-105 and to save publication costs, publish ordinances by title only, rather than in full, effective May 1, 2008?	Fail: 59 No, 39 Yes
Nederland	Shall the town publish ordinances by title only?	Pass: 205 Yes, 200 No

RESOLUTION NO. _____
(Series of 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO, SUBMITTING A BALLOT ISSUE TO THE REGISTERED ELECTORS OF THE TOWN OF EAGLE, COLORADO, AT THE COORDINATED ELECTION TO BE HELD ON NOVEMBER 8, 2016, CONCERNING WHETHER THE TOWN OF EAGLE SHOULD LEVY A MUNICIPAL EXCISE TAX ON THE FIRST SALE OR TRANSFER OF UNPROCESSED RETAIL MARIJUANA BY RETAIL MARIJUANA CULTIVATION FACILITIES.

WHEREAS, subsection (2)(a) of Section 29-2-114, C.R.S., provides that in addition to any sales tax imposed pursuant to Section 29-2-102, C.R.S. and Articles 26 and 28.8 of Title 39, C.R.S., and in addition to the excise tax imposed pursuant to Article 28.8 of Title 39, C.R.S., each municipality in the state is authorized to levy, collect and enforce a municipal excise tax on the first sale or transfer of unprocessed retail marijuana by a retail marijuana cultivation facility; and

WHEREAS, said municipal excise tax is imposed at the time when the retail marijuana cultivation facility first sells or transfers unprocessed retail marijuana from the retail cultivation facility to a retail marijuana product manufacturing facility, a retail marijuana store, or another retail marijuana cultivation facility; and

WHEREAS, said municipal excise tax imposed by any statutory municipality may not exceed five percent (5%) of the average market rate, as determined by the Colorado Department of Revenue pursuant to Section 39-28.8-101(1), C.R.S. of the unprocessed retail marijuana; and

WHEREAS, any municipal excise tax cannot be collected, administered or enforced by the Colorado Department of Revenue, but shall instead be collected, administered, and enforced by the municipality imposing the tax; and

WHEREAS, no municipal excise tax shall be levied pursuant to the provisions of subsection (2)(a) of Section 29-2-114, C.R.S. until the proposal has been referred to and approved by the eligible electors of the municipality in accordance with the provisions of Article 10 of Title 31, C.R.S., and may be submitted to the eligible electors of the municipality on the date of the State General Election; and

WHEREAS, the Board of Trustees finds that is it necessary and appropriate to submit a ballot issue to a vote of the registered electors of the Town of Eagle at the coordinated election to be held on November 8, 2016, concerning the imposition of a municipal excise tax on the first sale or transfer of unprocessed retail marijuana by a retail marijuana cultivation facility.

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

Section 1. The following ballot issue shall be submitted to a vote of the registered electors of the Town of Eagle at the coordinated election to be held on November 8, 2016:

“Municipal excise tax on the first sale or transfer of retail marijuana by a retail marijuana cultivation facility:

SHALL THE TOWN OF EAGLE’S TAXES BE INCREASED BY \$_____ ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER THROUGH THE ADOPTION OF A MUNICIPAL EXCISE TAX ON THE FIRST SALE OR TRANSFER OF UNPROCESSED RETAIL MARIJUANA BY A RETAIL MARIJUANA CULTIVATION FACILITY TO A RETAIL MARIJUANA PRODUCT MANUFACTURING FACILITY, A RETAIL MARIJUANA STORE, OR ANOTHER RETAIL MARIJUANA CULTIVATION FACILITY AT A RATE NOT TO EXCEED FIVE PERCENT (5%) OF THE AVERAGE MARKET RATE AS DETERMINED BY THE COLORADO DEPARTMENT OF REVENUE PURSUANT TO SECTION 39-28.8-101(1), C.R.S. OF THE UNPROCESSED RETAIL MARIJUANA, ALL IN ACCORDANCE WITH SECTION 29-2-114, C.R.S., AND SHALL THE TOWN BE AUTHORIZED TO COLLECT AND SPEND SUCH REVENUES AS A VOTER APPROVED REVENUE CHANGE, NOT WITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATION CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

Yes: _____

No: _____”

Section 2. Submission of the above ballot issue to the Town’s electors at the November 8, 2016 coordinated election shall constitute a municipal special election. The Eagle County Clerk and Recorder shall be the coordinated election official and shall conduct the election, including the above ballot issue, on behalf of the Town of Eagle. The Town of Eagle shall enter into an agreement with the Eagle County Clerk and Recorder concerning the conduct and cost of the coordinated election. The Eagle Town Clerk is hereby appointed as the designated election official who shall assist the coordinated election official in the manner provided by law.

Section 3. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Town and officers thereof, directed toward the election and the objects and purposes herein stated are hereby ratified, approved, and confirmed.

Section 4. The officers and employees of the Town are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Resolution.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on _____, 2016.

TOWN OF EAGLE, COLORADO

ATTEST:

Jenny Rakow, Town Clerk

Ann McKibbin, Mayor

DRAFT

Average Market Rate Recommendations

Executive Summary:

The Office of Research and Analysis (ORA) recommends the following Average Market Rates (AMR) for use by the Department of Revenue (Department) in levying the excise tax on the sale or transfer of Retail Marijuana from a Retail Marijuana Cultivation Facility:

	Flower Rate (\$/lb)	Trim Rate (\$/lb)	Immature Plant Rate (\$/EA)	Wet whole Plant Rate (\$/lb)	Seed Rate (\$/seed)
Average Market Rate	\$1,816	\$505	\$10	\$209	\$2

Since the last rate calculation, two new categories, Whole Wet Plants and Seeds, have been added to the AMRs. Additionally, the Department made modifications on the data collection in the Marijuana Enforcement Division's marijuana inventory tracking system (METRC) by including the receiver wholesale price and item descriptions. Thus, the AMRs were calculated based on retail marijuana transactions recorded from March 1, 2016 through April 21, 2016. Transactions excluded the following data:

- Confirmed transfers between cultivators and retailers occurring within a vertically-integrated business structure;
- Identified manifests containing the processed products (e.g., PreRolls, PreRoll Cones, Joints, and Kief); and
- Medical Marijuana transfers.

Detailed information related to the methodology and estimation techniques used to arrive at these results can be found on pages 2-6 of this document.

Average Market Rate Methodology

The Department's Taxation Division determined that the excise tax upon wholesale sales of Retail Marijuana can effectively be levied upon five product categories:

1. Flower (or bud, smoke-able product);
2. Trim (remaining parts of the plant that contain some amount of THC);
3. Immature Plants (plants that can be transferred to other Licensees);
4. Wet Whole Plants (plants that are cut off just above the roots and are not trimmed, dried, or cured); and
5. Seeds (the seeds of the marijuana plant).

Since the last rate calculation, the Department made modifications on the data collection in METRC by including the receiver wholesale price and item descriptions. In order to estimate the AMR for each of the categories and in order to comply with the rate-setting requirements of §39-28.8-101(1), C.R.S., ORA calculated the AMRs for July 1, 2016 based on wholesale transactions recorded by manifest numbers from March 1, 2016 through April 21, 2016 in METRC. Manifest transactions excluded the following data:

- Confirmed transfers between cultivators and retailers occurring within a vertically-integrated business structure;
- Identified manifests contain the processed products (e.g., PreRolls, PreRoll Cones, Joints, and Kief); and
- Medical Marijuana transfers.

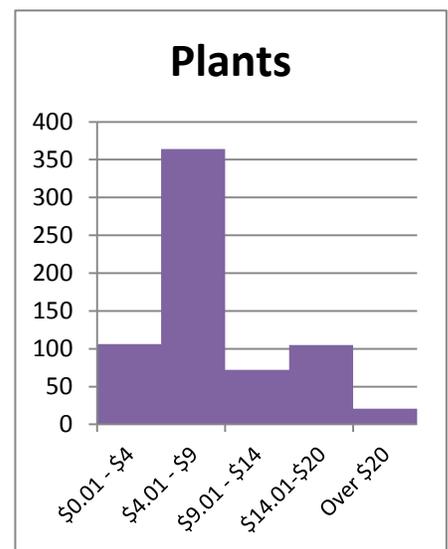
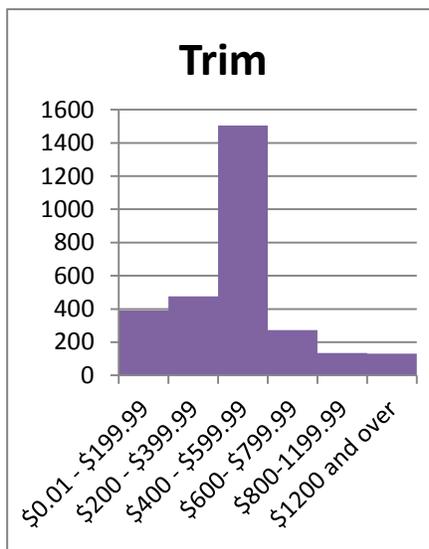
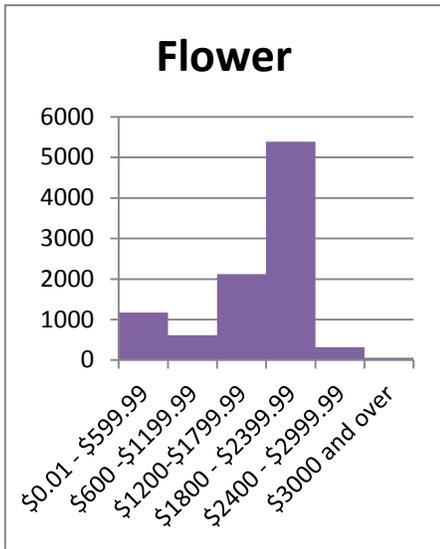
Pursuant to §12-43.4-104, C.R.S., October 1, 2014 marked the beginning of the retail marijuana market for businesses which did not previously hold medical marijuana licenses. At that time, the Marijuana Enforcement Division updated the METRC system and required that price data be entered and recorded for wholesale marijuana transfers. Initially, price data for entire manifests containing multiple categories was entered into METRC, and as a result, category prices were not able to be calculated. However, in February 2014, the price field was revised to allow prices with multiple categories under the same manifest number.

For each taxable category, prices were calculated from each individual item of the manifest and their frequencies were used to assess their distribution and identify any outliers. The following tables and graphs display the raw data of all single item transfer manifests from March 1, 2016 through April 21, 2016.

Raw Frequencies Flower	
Rate (\$/lb)	Frequency
\$0.01 - \$599.99	1172
\$600 - \$1199.99	617
\$1200-\$1799.99	2125
\$1800 - \$2399.99	5386
\$2400 - \$2999.99	316
\$3000 and over	60

Raw Frequencies Trim/Shake	
Rate (\$/lb)	Frequency
\$0.01 - \$199.99	392
\$200 - \$399.99	476
\$400 - \$599.99	1504
\$600- \$799.99	273
\$800-1199.99	135
\$1200 and over	131

Raw Frequencies Immature Plant	
Rate (\$/each)	Frequency
\$0.01 - \$4	106
\$4.01 - \$9	364
\$9.01 - \$14	72
\$14.01-\$20	105
Over \$20	21



Next, each rate for each item in a product category was combined into an un-weighted arithmetic mean (each item counts as an observation in the weight). Additional summary statistics related to the distribution of these values, such as the maximum and minimum by transaction rates as well as the median and mode values by transaction rates, are shown in the tables below.

Summary Statistics (Including Outliers)

	Flower Rate (\$/lb)	Trim Rate (\$/lb)	Immature Plant Rate (\$/EA)
Max Rate	\$ 120,068.52	\$75,599	\$25
Min Rate	\$0.01	\$0.00	\$0.00
Median Rate	\$1,915	\$470	\$9
Mode Rate	\$1,973	\$401	\$9
Standard Deviation	2,528	2,082	5.63

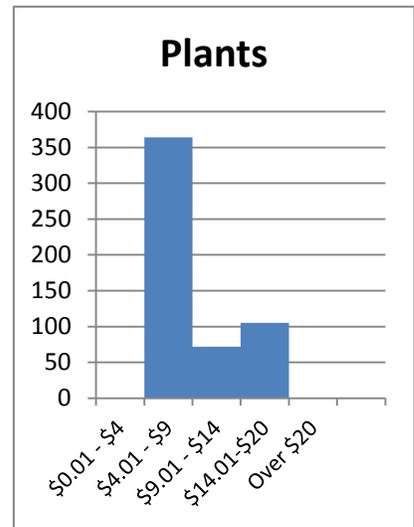
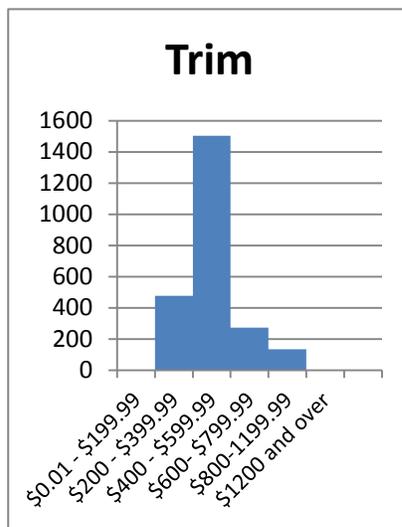
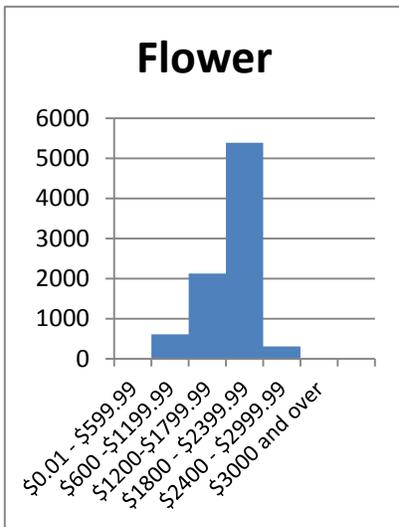
The frequency tables show that the rates for Flower are often within a relatively tight range. There are few transactions reported for Immature Plant rates, although these tend to be the most clustered, with most observations clustered within \$4.01 to \$9 per Immature Plant. Most of the rates for Flower transactions are between the values of \$1,800 and \$2,400 per pound. However, the mean price for Flower shows substantial variation with a standard deviation of 2,528. The data for Trim also shows substantial variation. There are several data values that could be considered outliers due to possible data entry errors or taxpayer difficulty understanding the form.

It is ORA’s recommendation that the Department should levy the excise tax using the AMR after removing the following outliers:

- Flower: observations in the “\$0.01-\$599.99” and “\$3000 and over” ranges;
- Trim: observations in the “\$0.01-\$199.99” and “\$1,200 and over” ranges; and
- Immature Plant: observations in the “\$0.01-\$4” and “over \$20” ranges.

After removing outliers from the data extraction on April 22, 2016, the frequency tables shown below reflect the normalized data of single category transfer manifests from March 1, 2016 through April 21, 2016. The calculations based on the normalized data would equate to an AMR of \$1,816 per pound for Flower, \$505 per pound for Trim, and \$10 for each Immature Plant. These average rates are consistent with the median and mode rate analysis in the above tables and are recommended to be used for July 1, 2016.

Flower		Trim/Shake		Immature Plant (Combined)	
Rate (\$/lb)	Frequency	Rate (\$/lb)	Frequency	Rate (\$/each)	Frequency
\$0.01 - \$599.99	0	\$0.01 - \$199.99	0	\$0.01 - \$4	0
\$600 - \$1199.99	617	\$200 - \$399.99	476	\$4.01 - \$9	364
\$1200-\$1799.99	2125	\$400 - \$599.99	1504	\$9.01 - \$14	72
\$1800 - \$2399.99	5386	\$600- \$799.99	273	\$14.01-\$20	105
\$2400 - \$2999.99	316	\$800-1199.99	135	Over \$20	0
\$3000 and over	0	\$1200 and over	0		



Summary Statistics (Excluding Outliers)

	Flower Rate (\$/lb)	Trim Rate (\$/lb)	Immature Plant Rate (\$/EA)
Max Rate	\$2999.99	\$1999.99	\$20
Min Rate	\$600	\$200	\$4
Median Rate	\$1,950	\$470	\$9
Mode Rate	\$1,973	\$401	\$9
Standard Deviation	348	155	3.99

New Categories

Since the last rate calculation, the Department added new categories to the AMRs. The following section will discuss the methodologies that the Department has adopted for calculating the new category rates.

Wet Whole Plant

A wet whole plant is a plant that is cut off just above the roots and is not trimmed, dried, or cured. The weight of the Wet whole plant includes all buds, leaves, stems, and stalks. The wet whole plant must be weighed within 2 hours of the plant being harvested. The plant must not undergo any further processing, and tax must be paid on the weight of the entire unprocessed plant.

Based on the current data available in METRC, the Department derived a ratio for wet whole plants using the average Flower and Trim produced from each harvested wet whole plant in the table below. The Department used the retail cultivation information and considered the following factors:

- There were 69,377 harvest batches which represented 717,678 plants that were reported to be cut down in METRC during calendar year 2015;
- Twenty-two harvest batches were removed from consideration because they were outliers based on the information entered; and
- The sum of Packaged Weight, Waste Weight, and Moisture Loss was 108.029 lbs less than the Total Wet Weight because packages entered as concentrates and immature plants were excluded (comprised .01%).

2015 Harvested Plants	Total Weight in Pounds	% of the Wet Weight
Total Wet Weight (lbs)	1,499,519.226	
Total Waste Weight (lbs)	575,843.284	38.40%
Total Moisture Loss (lbs)	686,674.531	45.79%
Total Packaged Weight (lbs) Represents (Bud & Trim)	236,893.381	15.80%
Bud	147,702.956	9.85%
Trim	89,190.425	5.95%

Seeds

The Department recommends using the guidance set forth in the *Interim Guidance on Seeds and Wet Whole Plant* document (see attachment) as the basis for the initial AMR for seeds. That guidance stated a seed package of 6 or fewer will be taxed at the immature plant rate. The new immature plant rate of \$10 (effective July 1st, 2016), accordingly yields an AMR of \$2 per seed. Updates to the rate will occur after 6 months of data are collected in METRC.



COLORADO
Department of Revenue

Taxation Division

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**Interim Guidance on Seeds and Wet Whole Plant
Colorado Department of Revenue
Taxation**

The Department has not issued rules addressing the application of excise tax to sales of wet whole plants and seeds between licensees. In the interim, prior to the adoption of such rules, the Department will allow retail marijuana cultivation facilities that sell or transfer seeds and wet whole plants to follow the guidance below.

Seeds: Until a regulation is adopted that addresses an excise tax category for seeds, retail marijuana cultivation facilities that transfer or sell seeds to a retail marijuana store shall transfer such seeds in packets of no more than 6 seeds and pay excise tax for each packet at the immature plant rate. The excise tax in the interim shall not be paid on each individual seed, but shall be paid on the packet of 6 or fewer seeds.

Wet Whole Plant: Until a regulation is adopted that creates a wet whole plant excise tax category, retail marijuana cultivation facilities that transfer or sell wet whole plants shall pay excise tax at the trim rate on the total wet whole plant weight.

The plant must be weighed within 2 hours of the plant being harvested and without any further processing, and tax must be calculated and paid on that weight. If the Wet Whole Plant is not weighed within 2 hours of being harvested or is subjected to further processing before being weighed, the excise tax on such plant cannot be calculated and paid on the Wet Whole Plant basis and must be calculated and paid on the Bud and Trim rates.

The retail marijuana cultivation facility must maintain written records of the time each plant (identified by its RFID tag) was harvested and weighed and the weight of each plant. The records must be created contemporaneously with the harvesting and weighing.

Municipal Actions & Elections

Summary of Local Retail Marijuana Actions: thru Spring 2016

Municipality	Type of Issue	2012	2013	2014	2015	2016
Akron	Prohibition of the operation of marijuana cultivation facilities, product manufacturing facilities, testing facilities and retail stores within city limits		ADOPTED-			
Alamosa	Prohibition of the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, retail marijuana stores, or retail marijuana establishments.		ADOPTED-			
Alma	Regulations establishing business limitations, licensing, location and fees		ADOPTED+			
Arriba	Moratorium on establishment of recreational marijuana businesses and related industry until October 5, 2014		ADOPTED			
	Prohibition of marijuana cultivation facilities, product manufacturing facilities, testing facilities, and retail stores.			ADOPTED-		
Arvada	Prohibition of the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, retail marijuana stores, or retail marijuana establishments.		ADOPTED-			
	Ordinance to comply with Amendment 64 age, grow, and possession provisions.		ADOPTED^			
Aspen	Regulation of licensing and land use; prohibition of marijuana clubs.		ADOPTED+			
Ault	Prohibition of marijuana cultivation facilities, product manufacturing facilities, testing facilities, and retail stores.		ADOPTED-			
Aurora	Ordinance to comply with Amendment 64 age, grow, and possession provisions.		ADOPTED^			
	Regulation of licensing and land use, licensing requirements based on points system that allocates licenses to the four highest point earners in each ward; prohibition of marijuana clubs.			ADOPTED+		
	New retail marijuana tax of 5% up to 10%			PASS\$		
Avon	Prohibition of marijuana establishments and marijuana clubs			ADOPTED-		
Basalt	Regulation of businesses and licensing procedures, and amendments to fee schedule and zoning.			ADOPTED+		
	5% retail marijuana tax			PASS\$		
Bayfield	Prohibition of the operation of any marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores. Prohibition of operating business that supports the use or sale of marijuana accessories or marijuana in any form.		ADOPTED-			
Bennett	Prohibition of the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, retail marijuana stores, or retail marijuana establishments.		ADOPTED-			
	Moratorium on private clubs until July 1, 2014		ADOPTED.			
Berthoud	Prohibition of the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, retail marijuana stores, or retail marijuana establishments.		ADOPTED-			
Bethune	Prohibition of marijuana cultivation facilities, product manufacturing facilities, testing facilities, and retail stores.		ADOPTED-			
Black Hawk	Regulation of retail sales, including location, hours of operation, signage, and licensing requirements.		ADOPTED+			
	Shall City taxes be increased by imposing a new sales tax of 5% on sale of retail marijuana & medical marijuana and retail marijuana & medical marijuana products?			PASS\$		
Blanca	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
	Shall taxes be increased by imposing an excise tax of 5% on retail marijuana sales?					PASS\$
Blue River	Prohibition of all retail establishments		ADOPTED-			
Boulder	Ordinance establishing license regulations, operational limitations, and required signage/warnings.		ADOPTED+			

Municipal Actions & Elections

Summary of Local Retail Marijuana Actions: thru Spring 2016

Municipality	Type of Issue	2012	2013	2014	2015	2016
	Shall the City of Boulder levy a sales and use tax of 3.5 percent in 2014 and up to 10 percent thereafter on recreational marijuana?		PASS\$			
Breckenridge	Regulation of retail sales, including location, hours of operation, signage, and licensing requirements. Regulation of residential growing operations. Articulation of general offenses and definitions of "open and public," "container," and "outdoor area," among others. Shall the Town of Breckenridge levy a new excise tax of 5 percent on the sale of retail marijuana within the Town, with the revenue used to pay or reimburse the Town for adequate training, enforcement, and administration of all applicable marijuana laws and regulations, to support local drug and alcohol programs and facilities, and for other general purposes of the town?		ADOPTED+			
Brighton	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Brookside	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Broomfield	Prohibition of the operation of marijuana establishments.		ADOPTED-			
Brush	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores. Ordinance will be repealed on July 1, 2016 if not acted upon prior.		ADOPTED			
Buena Vista	Prohibition of the use of property as a marijuana cultivation facility, marijuana product manufacturing facility, marijuana testing facility or retail marijuana store. Prohibition of marijuana clubs. Shall Town permit use of property for retail marijuana facilities?		ADOPTED-			FAIL
Burlington	Prohibition of the use or possession of marijuana in or on city owned property. Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Calhan	Prohibition of the use of property as a marijuana cultivation facility, marijuana product manufacturing facility, marijuana testing facility or retail marijuana store. Prohibition of marijuana clubs.		ADOPTED-			
Cañon City	Moratorium on the acceptance, processing, consideration, or approval of applications for licensing of marijuana until February 1, 2015 5% retail marijuana tax that may be adjusted up to 10% Shall retail marijuana establishments be permitted?			ADOPTED PASS\$ FAIL-		
Carbondale	Ordinance establishing license regulations, operational limitations, and extending moratorium on medical marijuana through January 1, 2014. Shall the Town of Carbondale impose an additional sales tax of 5 percent on the sale of retail marijuana and retail marijuana products, and an excise tax of 5 percent of the average market rate of unprocessed retail marijuana on the date that it is first sold or transferred from a retail marijuana cultivation facility to a retail marijuana store or retail marijuana products manufacturer, with the resulting rates revenues used to fund the enforcement of regulations on the retail marijuana industry, other costs related to enforcement of marijuana laws, education and public health programs associated with marijuana consumption, and other town expenses?		ADOPTED+			
Castle Pines	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Castle Rock	Ordinance to comply with Amendment 64 age and possession provisions. Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED^ ADOPTED-			
Cedaredge	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			

Municipal Actions & Elections

Summary of Local Retail Marijuana Actions: thru Spring 2016

Municipality	Type of Issue	2012	2013	2014	2015	2016
Centennial	Prohibition of the operation of marijuana cultivation facilities, product manufacturing facilities, testing facilities, retail stores, and clubs. Also limits the maximum number of marijuana plants permitted in a primary residence. Ordinance regulating the manner in which marijuana is grown for personal use, prohibiting the operation of certain marijuana enterprises, and prohibiting marijuana on city owned or leased property.		ADOPTED-			
Central City	Regulation of retail stores and prohibition of cultivation, testing, and manufacturing facilities		ADOPTED+			
Cherry Hills Village	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Coal Creek	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Cokedale	Prohibition of the retail sale of marijuana for any use or purpose		ADOPTED-			
Collbran	As an advisory non-binding question and to assist the Board of Trustees in making a determination, shall the Town of Collbran prohibit marijuana establishments, as defined by Amendment 64 to the Colorado Constitution, from operating in the Town? Moratorium on operation of marijuana establishments until July 15, 2015			PASS- ADOPTED		
Colorado Springs	Prohibition of the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, retail marijuana stores, or retail marijuana establishments. Ordinance creating a six (6) month moratorium on the establishment of any new marijuana consumption club facility within the city limits Ordinance adopting regulations requiring a license for existing marijuana consumption clubs and prohibiting any additional clubs		ADOPTED-		ADOPTED	ADOPTED
Columbine Valley	Prohibition of marijuana cultivation facilities, marijuana product manufacturing facilities and sales, marijuana testing facilities, and retail marijuana stores		ADOPTED-			
Commerce City	Moratorium on establishment of recreational marijuana businesses and related industry until September 25, 2015 5% excise tax on retail marijuana			ADOPTED	PASS\$	
Cortez	Moratorium on considering and issuing approval of local licenses for medical and/or retail marijuana establishments, retail sales, cultivation and infused products operations until December 31, 2014. Regulation of retail marijuana establishments including designating a local licensing authority and operational requirements		ADOPTED.		ADOPTED+	
Craig	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Crawford	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Creede	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Crested Butte	Regulation of retail sales, including location, hours of operation, signage, and licensing requirements.		ADOPTED+			
Crestone	Moratorium on the licensing of marijuana cultivation, manufacturing, and testing facilities until Feb. 11, 2015. Shall the establishment and operation of retail marijuana stores be permitted? Shall the Town's taxes be increased through the adoption of a marijuana store tax at 5% of the purchase price of retail marijuana?			ADOPTED		PASS PASS\$
Cripple Creek	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.			ADOPTED-		

Municipal Actions & Elections

Summary of Local Retail Marijuana Actions: thru Spring 2016

Municipality	Type of Issue	2012	2013	2014	2015	2016
Crowley	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Dacono	Prohibition of marijuana establishments (including clubs).		ADOPTED-			
De Beque	<p>Shall the establishment and operation of retail marijuana...facilities...be permitted in the Town of DeBeque, Colorado subject to the requirements of the Colorado Retail Marijuana Code and other regulations to be adopted by the town?</p> <p>Ordinance amending municipal zoning code by adding to existing article concerning regulation of the retail sale, cultivation, and production of marijuana.</p> <p>5% retail marijuana tax</p>			PASS+		
Del Norte	Prohibiting the operation of all Marijuana Cultivation Facilities, Marijuana Manufacturing Facilities, Marijuana Testing Facilities or Retail Marijuana Store, and Private Membership Marijuana Clubs and Hash Bars.		ADOPTED-			
Delta	Prohibiting retail marijuana establishments		ADOPTED-			
Denver	<p>Ordinance establishing licensing regulations, public hearing requirements, operational limitations, and required signage/warnings.</p> <p>Shall the City of Denver impose "an additional sales tax of 3.5% on the sale of retail marijuana and retail marijuana products, with the tax revenues being used to fund the enforcement of regulations on the retail marijuana industry, other costs related to enforcement of marijuana laws, education and public health programs associated with marijuana consumption including prevention of underage consumption, and other city expenses, with the rate of the tax being allowed to be increased or decreased without further voter approval so long as the rate of taxation does not exceed 15%, and with the resulting tax revenue being allowed to be collected and spent notwithstanding any limitations provided by law?"</p> <p>May the City and County of Denver retain and spend all 2014 revenues derived from the special retail marijuana sales tax as originally approved by the voters on November 5, 2013, and continue to impose and collect the tax to the full extent permitted by the original voter approval?</p>		ADOPTED+			
Dillon	<p>Moratorium on the submission, acceptance or processing of applications and the licensing, permitting, establishment or operation of any recreational marijuana business to Oct. 1, 2014.</p> <p>Shall the Town of Dillon...[impose] a new excise tax on (1) the first sale or transfer of unprocessed retail marijuana by a retail marijuana cultivation facility and (2) the sale within the town of retail marijuana and retail marijuana products, at the rate of five percent...and shall the revenue received by the town from the collection of such new tax be used to pay or reimburse the town for direct and indirect costs incurred or expended by the town for adequate training, enforcement, and administration of all applicable marijuana laws and regulatsion, to support local drug and alcohol programs and facilities, and for other general purposes of the town?</p> <p>Regulation of growing, processing, and sale of retail marijuana and implementation of fee schedule. Moratorium limiting number of licenses to 3.</p>		ADOPTED.			
Dinosaur	Prohibition of businesses, clubs, and open and public use		ADOPTED-			
Dove Creek	Prohibition of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores			ADOPTED-		
Durango	Ordinance establishing license regulations, operational limitations and designating local licensing authority.			ADOPTED+		
Eads	Prohibition of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores		ADOPTED-			
Eagle	Ordinances establishing land use regulations for personal cultivation, imposing an occupation tax, and establishing administration and enforcement procedures.		ADOPTED^			

Municipal Actions & Elections

Summary of Local Retail Marijuana Actions: thru Spring 2016

Municipality	Type of Issue	2012	2013	2014	2015	2016
	Shall the establishment and operation of retail marijuana cultivation facilities, retail marijuana product manufacturing facilities and retail marijuana stores be permitted in the Town of Eagle, Colorado subject to the requirements of the Colorado Retail Marijuana Code and regulations to be adopted by the Town of Eagle?		PASS+			
	Shall the Town of Eagle "levy of an occupation tax up to \$5.00 for each sales transaction by any retail marijuana store, any retail marijuana cultivation facility and any retail marijuana product manufacturing facility within the town of Eagle"?		PASS\$			
	Ordinance setting forth the purposes of tax and establishing administrative and enforcement procedures and operational regulations		ADOPTED+			
Eaton	Prohibition of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores		ADOPTED-			
Eckley	Prohibition of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores		ADOPTED-			
Edgewater	Ordinance amending municipal zoning code by adopting a new article concerning regulation of the retail sale of marijuana and the establishment of a local licensing authority.		ADOPTED+			
Elizabeth	Prohibition of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores		ADOPTED-			
Empire	Ordinance establishing license regulations, operational limitations, and required signage/warnings. \$5.00/transaction occupation tax on retail marijuana		ADOPTED+	PASS\$		
Englewood	Prohibition of recreational marijuana, cultivation facilities, recreational marijuana product manufacturing facilities, recreational marijuana testing facilities and recreational marijuana stores. Shall the City of Englewood ban the retail sale of recreational marijuana, ban recreational marijuana cultivation facilities, ban recreational marijuana manufacturing facilities, and ban recreational marijuana testing facilities; while not restricting personal use and growth of marijuana as allowed under the Colorado Constitution, nor shall it affect Englewood's currently licensed medical marijuana businesses, primary care-givers, patients and Code provisions relating thereto?		ADOPTED-			
Erie	Moratorium on the submission, acceptance, processing, and approval of applications and the licensing, permitting, establishment or operation of any retail marijuana business until December 31, 2015 Ordinance to comply with Amendment 64 personal use, regulating recreational marijuana use, limiting home grows to twelve (12) plants regardless of occupancy Ordinance prohibiting marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores in the town			ADOPTED ADOPTED^		ADOPTED-
Estes Park	Prohibition of marijuana cultivation facilities, marijuana testing facilities, marijuana product manufacturing facilities, and retail marijuana stores. Ordinance to comply with Amendment 64 age, grow, and possession provisions.		ADOPTED- ADOPTED^			
Evans	Prohibition of marijuana cultivation facilities, marijuana testing facilities, marijuana product manufacturing facilities, and retail marijuana stores.	ADOPTED-				
Fairplay	Prohibition of the retail sale, distribution, cultivation and dispensing of recreational and medical marijuana. Ordinance to comply with Amendment 64 age, grow, and possession provisions.		ADOPTED- ADOPTED^			
Federal Heights	Prohibition of businesses or commerce involving the acquisition, cultivation, processing, preparation, packaging, manufacturing, testing, storage, sale, distribution or consumption of marijuana.		ADOPTED-			

Municipal Actions & Elections

Summary of Local Retail Marijuana Actions: thru Spring 2016

Municipality	Type of Issue	2012	2013	2014	2015	2016
	Permit retail marijuana stores? 5% tax on retail marijuana which may be adjusted up to 10%			FAIL- PASS\$		
Firestone	Prohibits the establishment or operation of marijuana establishments and businesses that invite or permit private assembly for the purpose of the use or consumption of marijuana or marijuana products.		ADOPTED-			
Fleming	Moratorium on the Review of Applications for any and all Activity Permitted Pursuant to Amendment 64 through January 1, 2015)		ADOPTED			
Florence	Permanent moratorium on the licensing and operation of all marijuana facilities including retail stores, product manufacturing, testing, and cultivation facilities.			ADOPTED		
Fort Collins	Regulation of licensing, number, location, and operation of retail marijuana establishments; prohibition of wholesale cultivation.		ADOPTED+			
Fort Lupton	Prohibition of the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores.		ADOPTED-			
Fort Morgan	Prohibition of the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores.		ADOPTED-			
Fountain	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores. Moratorium on marijuana clubs.		ADOPTED-			
Fowler	Prohibition of the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores		ADOPTED-			
Foxfield	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores. Regulation of the cultivation of marijuana in residential structures for personal use.		ADOPTED- ADOPTED^			
Fraser	Regulation of licensing and operational limitations of retail marijuana establishments Shall the Town of Fraser impose "a retail marijuana tax of five percent (5%) on the sale of retail marijuana and retail marijuana products, which shall be in addition to the municipal sales tax on such sales; and shall all revenues derived from such tax be collected and spent to promote the general purposes of the town of fraser as a voter approved revenue change"?			ADOPTED+ PASS\$		
Frederick	Ordinance to comply with Amendment 64 age, grow, and possession provisions. Prohibition of the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores.		ADOPTED^ ADOPTED-			
Frisco	Regulation of retail sales, creation of zoning code section, and establishment of a local licensing authority. Shall the Town of Frisco impose a new excise tax, effective January 1, 2014, on the authorized (under state law) retail sale within the town of marijuana in any form, including but not limited to, a marijuana product as defined by state law, at the rate of five percent (5%) of the price paid by the purchaser of the marijuana, in accordance with Town of Frisco ordinance 13--; and shall the town be authorized to collect and spend such revenue as a voter approved revenue change under Article x, Section 20 of the Colorado Constitution"?		ADOPTED+ PASS\$			
Fruita	Prohibition of cultivation, testing, product manufacturing facilities and retail stores. Shall the establishment and operation of retail marijuana cultivation facilities, retail marijuana testing facilities, retail marijuana product manufacturing facilities and retail marijuana stores be permitted in the City of Fruita, Colorado subject to the requirements of the Colorado Retail Marijuana Code and regulations to be adopted by the City of Fruita?			ADOPTED- FAIL-		

Municipal Actions & Elections

Summary of Local Retail Marijuana Actions: thru Spring 2016

Municipality	Type of Issue	2012	2013	2014	2015	2016
	Shall the City of Fruita...[impose] a marijuana excise tax at the rate of 5%...with such revenue to be used for additional costs incurred for adequate enforcement of regulations on the retail marijuana industry, and administration of retail marijuana regulations and other general purposes of the city...?			PASS\$		
Garden City	Ordinance establishing licensing regulations and prohibiting certain signage and advertisements.		ADOPTED+			
Georgetown	Ordinance establishing license regulations, operational limitations, and required signage/warnings. Establishments limited to two (2) retail marijuana stores within town. Prohibition of marijuana clubs. Shall the town of Georgetown [impose] . . . a new occupation tax on the occupation of selling within the town retail and wholesale marijuana and retail and wholesale marijuana products . . . such tax to be imposed at a maximum rate of five dollars per single retail or wholesale transaction within the town . . . ?		ADOPTED+		PASS\$	
Gilcrest	Prohibition of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores' licenses		ADOPTED-			
Glendale	Designation of the City of Glendale as Local Licensing Authority; regulations forthcoming.		ADOPTED+			
Glenwood Springs	Ordinance establishing licensing regulations, public hearing requirements, operational limitations, and required signage/warnings.		ADOPTED+			
Golden	Prohibition of cultivation facilities, product manufacturing facilities, testing facilities and retail stores. Business or commerce prohibited.			ADOPTED-		
Granada	Prohibition of the operation of marijuana cultivation facilities, marijuana product, manufacturing facilities, marijuana testing facilities, or retail marijuana stores		ADOPTED-			
Granby	Prohibition of recreational marijuana establishments including retail marijuana stores, marijuana cultivation activities, marijuana product manufacturing facilities, marijuana testing facilities, and marijuana clubs.			ADOPTED-		
Grand Junction	Prohibition of the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores. Prohibition of marijuana related business in all zone districts.		ADOPTED-			
Grand Lake	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Greeley	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores. Prohibition of marijuana clubs. Ordinance to comply with Amendment 64 age and possession provisions.		ADOPTED- ADOPTED^			
Green Mountain Falls	Prohibition of the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores.		ADOPTED-			
Greenwood Village	Prohibition of any marijuana cultivation facility, marijuana product manufacturing facility, marijuana testing facility, or retail marijuana store or marijuana club. Regulation of the personal cultivation, possession, and use of marijuana.		ADOPTED- ADOPTED^			
Gunnison	Ordinance to comply with Amendment 64 age, grow, and possession provisions. Prohibition of any marijuana cultivation facility, marijuana product manufacturing facility, marijuana testing facility, or retail marijuana store. Additional ordinance establishing standards for home cultivation, personal processing, and prohibiting marijuana clubs. 5% tax on retail marijuana Allow retail marijuana establishments?	ADOPTED^	ADOPTED-	PASS\$ PASS+		
Gypsum	Prohibition of the operation of clubs, cultivation facilities, product manufacturing facilities, testing facilities, and retail stores.		ADOPTED-			
Haxtun	Prohibition of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores. Prohibition of marijuana clubs.		ADOPTED-			

Municipal Actions & Elections

Summary of Local Retail Marijuana Actions: thru Spring 2016

Municipality	Type of Issue	2012	2013	2014	2015	2016
Hayden	Prohibition of retail sale of marijuana Ordinance permitting, regulating and licensing cultivation of marijuana under limited circumstances and in limited locations. Shall the town of Hayden [impose]. . . an excise tax in the amount of seven and one-half percent (7.5%) in 2016 and up to fifteen percent (15%) thereafter on the sale or transfer of marijuana (both medical and retail) by a marijuana cultivation facility at the average market rate at the point of sale or transfer from the cultivation facility. . . ? Shall the Town permit, regulate and license cultivation retail and medical marijuana as approved by Town ordinance?		ADOPTED-		ADOPTED	
Hillrose	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Holly	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Holyoke	Prohibition of the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, retail marijuana stores, or retail marijuana establishments. SUNSETS at the time of the 2014 general election, at which point voters can either approve or reject the ordinance.		ADOPTED-			
Hooper	Prohibition of the operation on all facilities and retail stores		ADOPTED-			
Hot Sulphur Springs	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores. Prohibition of marijuana clubs. 10% tax on retail marijuana sales that can be adjusted up to 15% 10% tax on retail marijuana wholesale transactions that can be adjusted up to 15% Support ban on retail marijuana stores? Support ban on marijuana cultivation facilities? Support ban on marijuana product manufacturing facilities? Support ban on marijuana testing facilities?		ADOPTED-	FAIL	FAIL	
Hotchkiss	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores. Shall marijuana facilities be permitted in the Town? 2% sales tax on marijuana?		ADOPTED-			FAIL PASS\$
Hudson	Prohibition of any marijuana cultivation facility, marijuana product manufacturing facility, marijuana testing facility, or retail marijuana store. Prohibition of marijuana clubs.		ADOPTED-			
Hugo	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Idaho Springs	Ordinance establishing license regulations, operational limitations, and required signage/warnings. Establishments limited to retail marijuana stores within town. Retail stores may not obtain more than thirty percent (30%) of its inventory from a retail business outside of the City.		ADOPTED+			
Ignacio	Prohibition of the establishment, operation or local licensing of marijuana cultivation facilities, product manufacturing facilities, testing facilities, and retail stores.		ADOPTED-			
Iliff	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Jamestown	Permanent moratorium on the licensing and operation of all marijuana facilities including retail stores, product manufacturing, testing, and cultivation facilities.		ADOPTED			
Johnstown	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			

Municipal Actions & Elections

Summary of Local Retail Marijuana Actions: thru Spring 2016

Municipality	Type of Issue	2012	2013	2014	2015	2016
Julesburg	Prohibition of any marijuana cultivation facility, marijuana product manufacturing facility, marijuana testing facility, or retail marijuana store. Prohibition of use on town property. Shall the establishment and operation of retail marijuana cultivation facilities, retail marijuana product manufacturing facilities and retail marijuana stores be permitted in the Town?		ADOPTED-			FAIL
Keenesburg	Prohibition of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores		ADOPTED-			
Kersey	Prohibition of retail sales		ADOPTED-			
Kim	Prohibition of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores		ADOPTED-			
Kiowa	Ordinance to comply with Amendment 64 age, grow, and possession provisions. Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores. Prohibition of marijuana clubs.		ADOPTED^ ADOPTED-			
Kremmling	Prohibition of marijuana establishments		ADOPTED-			
La Jara	Moratorium on the submission, acceptance, processing and approval of applications and licensing, permitting, establishment or operation of any recreational marijuana establishments or marijuana clubs until November 11, 2014. Shall permit retail marijuana establishments?		ADOPTED		FAIL-	
La Junta	Prohibiting the acceptance, processing and approval of applications for a use permit of any nature, variance, building permit, building license, sales tax license or other applicable entitlement for use of any property, space or location for an adult-use retail marijuana outlet; prohibiting the establishment of a retail adult-use marijuana outlet in any manner within the city of La Junta; and setting forth other details related thereto. Shall allow licensing of retail or medical marijuana establishments?		ADOPTED-		FAIL-	
La Salle	Prohibition of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores		ADOPTED-			
La Veta	Ordinance establishing business licensing rules and regulations for retail marijuana establishments and limiting location, hours of operation, and advertising			ADOPTED+		
Lafayette	Ordinance establishing business licensing rules and regulations for retail marijuana establishments 5% retail marijuana tax with authorization to adjust up to 10%			ADOPTED+ PASS\$		
Lake City	Moratorium on any retail marijuana establishments until December 4, 2014 Shall retail marijuana stores be permitted? Shall retail marijuana cultivation facilities be permitted? Shall retail marijuana products manufacturing be permitted? Shall retail marijuana testing facilities be permitted?		ADOPTED		FAIL- FAIL- FAIL- FAIL-	
Lakewood	Moratorium on the licensing, permitting, establishment, or operation of any new marijuana enterprise to Feb. 1, 2015 Shall it be unlawful to operate a retail marijuana store?		ADOPTED		PASS-	
Lamar	Prohibition of cultivation facilities, product manufacturing facilities, testing facilities and retail stores.		ADOPTED-			
Larkspur	Moratorium on the licensing, permitting, establishment, or operation of any new marijuana enterprise to Nov. 4, 2014. Shall the Town of Larkspur, Colorado Permit marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores?	ADOPTED				FAIL-

Municipal Actions & Elections

Summary of Local Retail Marijuana Actions: thru Spring 2016

Municipality	Type of Issue	2012	2013	2014	2015	2016
	Shall the Town of Larkspur...[prescribe] procedures, obligations, and penalties, regulating marijuana...? Shall the Town of Larkspur...[impose] an adult use marijuana excise tax of 5%...to cover the cost of administrative and enforcement of regulations...?			FAIL-		
Las Animas	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores. Prohibition of marijuana clubs.		ADOPTED-			
Leadville	Designated City Council of the City of Leadville as the "Local Licensing Authority" and granted it the same powers as a Local Licensing Authority under the Medical Marijuana Code and Retail Marijuana Code. Shall city of Leadville [impose] . . . a new excise tax of 5% of the average market rate as determined by the Colorado Department of Revenue when unprocessed retail marijuana is first sold or transferred by a marijuana cultivation facility; . . . allowed to be decreased or increased . . . not [to] exceed 10%, . . .?		ADOPTED+			PASS\$
Limon	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Littleton	Ordinance prohibiting retail marijuana establishments and stating the special tax passed by voters will not be imposed. Shall the City of Littleton "impose a tax of three percent (3%) of the purchase price paid or charged for sales of retail marijuana and retail marijuana products in the city of littleton in addition to the sales tax and any other state tax imposed on such sales of retail marijuana and retail marijuana products?"		ADOPTED-			PASS\$
Lochbuie	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Log Lane Village	Ordinance establishing license regulations, operational limitations, and prohibition of testing facilities, storage warehouses, and clubs. Prohibition of cultivation facilities unless 70% of products sold to a licensed retail establishment in town under same ownership. Unlawful to obtain more than 30% of on-hand inventory from retail establishments outside the town. Shall the town of Log Lane Village [impose] an excise tax in the amount of one and one half percent (1.5%) on the first sale or transfer of unprocessed retail marijuana by a retail marijuana cultivation facility. . . ?			ADOPTED+		PASS\$
Lone Tree	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Longmont	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores. Prohibition of marijuana clubs.		ADOPTED-			
Louisville	Regulation of retail sales, including capping number of retail establishments at four, limiting size, and establishing location restrictions. Prohibition of marijuana clubs		ADOPTED+	ADOPTED		
Loveland	Prohibition of marijuana establishments, cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Lyons	Moratorium on the licensing, permitting, establishment, or operation of any new business that sells, cultivates, or tests marijuana or any marijuana products, or any marijuana enterprise to November 5, 2014. 3.5% retail marijuana tax with authorization to adjust up to 10% Shall town of Lyons [impose] . . . a new excise tax of 5% of the average market rate as determined by the Colorado Department of Revenue when retail marijuana in any form is first sold or transferred by a marijuana cultivation facility or marijuana infused products facility; . . . allowed to be decreased or increased . . . not [to] exceed 10% . . . ?		ADOPTED		PASS\$	PASS\$
Mancos	Ordinance establishing license regulations, operational limitations, and local licensing authority			ADOPTED+		

Municipal Actions & Elections

Summary of Local Retail Marijuana Actions: thru Spring 2016

Municipality	Type of Issue	2012	2013	2014	2015	2016
	Shall the Town of Mancos...[impose a tax] at a maximum rate of ten dollars per single retail transaction for the sale of retail marijuana or retail marijuana products within the town...?			PASS\$		
Manitou Springs	Ordinance establishing license regulations, operational imitations, and prohibition of product manufacturing and cultivation facilities. Shall the City of Manitou Springs impose "an additional sales tax of 5% on the sale of retail marijuana and retail marijuana products with the rate of such tax being allowed to be decreased or increased without further voter approval so long as the rate of the tax does not exceed 10%"? Shall add Chapter 18.85 Retail Marijuana Establishments Prohibited to Municipal Code? Retain excess revenue received from special retail marijuana sales tax		ADOPTED+			
			PASS\$			
				FAIL+	PASS	
Manzanola	Prohibition of marijuana establishments, cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Mead	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores. Prohibition of private marijuana clubs.		ADOPTED-			
Meeker	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores		ADOPTED-			
Milliken	Moratorium on establishment of recreational marijuana businesses and related industry until August 31, 2014 Shall Town of Milliken allow marijuana facilities within town limits? Shall the Town of Milliken levy an occupation tax up to \$10.00 for each sales transaction by any retail marijuana facility within the town?		ADOPTED		FAIL-	
					PASS\$	
Minturn	Prohibition of the operation of marijuana clubs, cultivation facilities, product manufacturing facilities, testing facilities, and retail stores.		ADOPTED-			
Monte Vista	Prohibition of cultivation facilities, product manufacturing facilities, testing facilities and retail stores.		ADOPTED-			
Montrose	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Monument	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores; unlawful to grow marijuana for personal use anywhere in the Town other than an enclosed, locked space which is not open or public; unlawful to make marijuana grown for recreational use available for sale in any manner. Separate ordinance to prohibit the use of marijuana in private clubs, lodges, and similar facilities.		ADOPTED-			
Morrison	Prohibition of cultivation facilities, product manufacturing facilities, testing facilities and retail stores.		ADOPTED-			
Mountain View	Regulation of sales, production, facilities, waste disposal, and implimenting a sampling and testing program. Shall the Town of Mountain View impose "a 5% tax on the purchase or sale of retail marijuana and retail marijuana products, commencing on January 1, 2014, the proceeds of such tax to be used for police protection, costs related to enforcement of marijuana laws, and related services"?. Retain excess revenue received from retail marijuana sales tax			ADOPTED+		
			PASS\$			
					PASS	
Mountain Village	Prohibition of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities , retail marijuana stores and the operation of any recreational marijuana business pursuant to Amendment 64, including the use of land for such purpose or purposes and requiring responsible use, possession, storage and disposal of marijuana.			ADOPTED-		
Mt. Crested Butte	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores. Ordinance to comply with Amendment 64 age and possession provisions.		ADOPTED-			
			ADOPTED^			

Municipal Actions & Elections

Summary of Local Retail Marijuana Actions: thru Spring 2016

Municipality	Type of Issue	2012	2013	2014	2015	2016
Naturita	Moratorium on review of applications for retail dispensaries		ADOPTED			
Nederland	Ordinance establishing license regulations, operational limitations, and required signage/warnings.		ADOPTED+			
New Castle	Prohibition of retail stores and warehouse storage facilities.		ADOPTED-			
Northglenn	Ordinance establishing license regulations, operational limitations, required signage/warnings/security, and prohibiting retail marijuana testing facilities. Moratorium on application consideration until March 24, 2015, to consider additional location restrictions and dispensary cap. 2% medical and retail marijuana tax for rec center		ADOPTED+ ADOPTED.	PASS\$		
Norwood	Prohibition of retail marijuana stores, cultivation facilities, product manufacturing facilities, product testing facilities, and the operation of marijuana clubs and any other marijuana facilities		ADOPTED-			
Nucla	Prohibition of the commercial cultivation, manufacture, sale, and testing of retail marijuana and retail marijuana products		ADOPTED-			
Nunn	Prohibition of the establishment, operation or local licensing of retail marijuana sales within the city limits.		ADOPTED-			
Oak Creek	Ordinance enacting a retail marijuana establishments code; modifying land use code to include retail marijuana establishments.		ADOPTED+			
Olathe	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Olney Springs	Prohibition of all retail establishments		ADOPTED-			
Orchard City	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Ordway	Moratorium on application for any permitted activity under Amendment 64 until April 1, 2015 Moratorium extension to June 29, 2017			ADOPTED	ADOPTED.	
Otis	Moratorium on the operation of cultivation, product manufacturing, and testing facilities, and retail stores until November 4, 2014. Shall permit retail marijuana establishments? Prohibition of retail marijuana establishments		ADOPTED	FAIL- ADOPTED		
Ouray	Moratorium on the establishment of any retail marijuana facility until December 31, 2014. 5% retail marijuana tax with authorization to adjust up to 10% Shall retail marijuana stores be permitted?		ADOPTED	PASS\$ FAIL-		
Ovid	Prohibition of any marijuana business enterprise		ADOPTED-			
Pagosa Springs	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores by ordinance which will automatically expire on March 1, 2015 unless extended or readopted. Regulation of retail marijuana establishments including establishing local licensing authority, licensing procedures and operational limitations.		ADOPTED.		ADOPTED+	
Palisade	Moratorium and delay on the acceptance, processing and approval of all applications for any Town of Palisade permit, license or any other application pertaining to the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores, as well as marijuana clubs, until Jan. 15, 2015. Additional ordinance establishing land use regulations for personal cultivation. Shall adopt retail marijuana regulations? \$.00 occupation tax on retail marijuana sales less than \$100.00 with authorization to adjust up to \$25.00 per transaction \$500.00 or over		ADOPTED	FAIL- PASS\$		
Palmer Lake	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			

Municipal Actions & Elections

Summary of Local Retail Marijuana Actions: thru Spring 2016

Municipality	Type of Issue	2012	2013	2014	2015	2016
	Shall the Town of Palmer Lake allow the sale of recreational marijuana within the city limits of Palmer Lake? Shall permit retail marijuana establishments? Shall prohibit the operation of retail marijuana stores until at least November 7, 2017 and thereafter until repealed by vote of the electorate?			FAIL- FAIL- PASS-		
Paonia	Moratorium on the operation of marijuana cultivation facilities, product manufacturing facilities, testing facilities, retail stores, and clubs until December 31, 2014 Shall permit retail marijuana establishments? 5% retail marijuana tax with authorization to adjust up to 10%?		ADOPTED	FAIL- PASS\$		
Parachute	Prohibition of the operation of marijuana cultivation facilities, product manufacturing facilities, testing facilities and retail stores. Additional ordinance establishing land use regulations for personal cultivation. Shall the Town of Parachute [impose] . . . an excise tax of 5% on unprocessed retail marijuana on the date that is first sold or transferred from a retail marijuana facility. . . ?		ADOPTED-		PASS\$	
Parker	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.	ADOPTED-				
Peetz	Prohibition of the operation of marijuana cultivation facilities, product manufacturing facilities, testing facilities and retail stores.		ADOPTED-			
Pierce	Prohibition of retail marijuana and establishing regulations regarding cultivation, use, storage and distribution.		ADOPTED-			
Poncha Springs	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores. Should retail marijuana stores be allowed? Should retail marijuana products manufacturing and testing facilities be allowed? 5% sales tax?		ADOPTED-			FAIL FAIL PASS\$
Pritchett	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Pueblo	Ordinance establishing retail licesning and regulations for cultivation facilities, product manufacturers and testing facilities, and providing penalties for violations Retail marijuana tax not to exceed 15% Shall the City of Pueblo [impose] . . . an excise tax of 8.0 % when unprocessed retail marijuana is first sold or transferred by a retail marijuana cultivation facility with the rate of the tax being allowed to be decreased or increased. . . not [to] exceed 15.0 % . . . ?			ADOPTED+ FAIL	PASS\$	
Ramah	5% retail marijuana tax with authorization to adjust up to 10% Shall retail marijuana establishments be permitted?			FAIL FAIL-		
Rangely	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Raymer	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Red Cliff	Shall the Town of Red Cliff impose "a new sales tax on the retail sale of marijuana, marijuana products and marijuana accessories by licensed marijuana establishments at a rate of up to 5 percent (5%), and by the imposition on January 1, 2014 of a new excise tax on the sale of marijuana by a marijuana cultivation facility to another licensed marijuana establishment at a rate of up to 15 percent (15%), with such additional revenues as are generated by the new tax to be collected, retained and spent for the purpose of funding municipal services and operations and/or other lawful general municipal purposes"? Ordinance establishing license and application regulations, operational limitations, and zoning requirements. Should enact ordinance making it unlawful to operate any marijuana		PASS\$			
				ADOPTED+ FAIL+		

Municipal Actions & Elections

Summary of Local Retail Marijuana Actions: thru Spring 2016

Municipality	Type of Issue	2012	2013	2014	2015	2016
Rico	Moratorium prohibiting all marijuana establishments until January 15, 2015 Shall permit retail marijuana regulations? 10% retail marijuana tax with authorization to adjust by Town Board			ADOPTED PASS+ PASS\$		
Ridgway	Regulations capping number of marijuana licenses in town and prohibiting grow coops, the use of compressed gases in residential settings, and storage off of licensed premises.		ADOPTED+			
Rifle	Prohibition of marijuana product manufacturing facilities, testing facilities, retail stores, and clubs. Allows for cultivation. 5% retail marijuana tax		ADOPTED-	PASS\$		
Rockvale	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Rocky Ford	Prohibition on the operation of all marijuana establishments		ADOPTED-			
Romeo	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Rye	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Saguache	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Salida	Regulations capping number of retail stores/cultivation facilities at three, and prohibiting marijuana product manufacturing and testing facilities		ADOPTED+			
Sanford	Prohibition of medical and recreational marijuana establishments, including cultivation facilities, product manufacturing facilities, testing facilities, and retail stores		ADOPTED-			
Sedgwick	Shall the Town of Sedgwick...[levy] an occupation tax at a rate of \$5.00 per sales transaction by any retail marijuana store within the Town of Sedgwick...? Shall the Town of Sedgwick...[levy] an occupation tax at a rate of \$100 per sale or transfer of unprocessed retail marijuana by any retail marijuana cultivation facility within the Town of Sedgwick...? 2% excise tax?			ADOPTED+ PASS\$ PASS\$		PASS\$
Seibert	Prohibition of the operation of marijuana cultivation facilities, product manufacturing facilities, testing facilities and retail stores		ADOPTED-			
Severance	Prohibition of the operation of marijuana cultivation facilities, product manufacturing facilities, testing facilities and retail stores within city limits Ordinance to comply with Amendment 64 personal use, regulating growing in residential structures, limiting home grows to three (3) mature plants		ADOPTED-		ADOPTED^	
Sheridan	Prohibition of business or commerce involving the acquisition, cultivation, processing, manufacturing, packaging, labeling, storage, sale, distribution, testing or consumption of marijuana.		ADOPTED-			
Silt	Ordinance establishing license regulations, operational limitations, and designating local licensing authority		ADOPTED+			
Silver Cliff	Prohibition of certain businesses related to the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities or retail marijuana stores. Shall Town rescind its current prohibition on medical and retail marijuana businesses? 10% retail marijuana sales tax?		ADOPTED-			FAIL PASS\$
Silver Plume	4% retail marijuana tax with authorization to adjust up to 8%			PASS\$		
Silverthorne	Regulations concerning licensing procedure, hours of operation, cultivation requirements, on-site retail store security requirements, zoning, spacing, and advertising.		ADOPTED+			

Municipal Actions & Elections

Summary of Local Retail Marijuana Actions: thru Spring 2016

Municipality	Type of Issue	2012	2013	2014	2015	2016
	Shall the Town of Silverthorne impose "an excise tax on the sale of marijuana and marijuana products (as such are authorized by state law, (with the exception of medical marijuana and products related thereto), commencing January 1, 2014 at the rate of five percent (5%) of the price paid by the purchaser, which tax revenues shall be expended for, but not be limited to: mental health support services within the town, and DUI enforcement within the town"?		PASS\$			
Silverton	Ordinance establishing licensing authority and regulations for Retail Marijuana Shall the Town of Silverton...[impose] a 3% wholesale excise tax on all marijuana wholesale transactions, with the tax revenues being used to fund the enforcement of regulations on the retail and medical marijuana industry, other costs related to enforcement of marijuana laws, education and public health programs associated with marijuana consumption including prevention of underage consumption, and other general purposes of the Town...?			ADOPTED+		
				PASS\$		
Simla	Prohibition of the operation of marijuana cultivation facilities, product manufacturing facilities, testing facilities and retail stores within incorporated boundaries.		ADOPTED-			
Snowmass Village	Moratorium on the establishment of any new medical or retail marijuana facility to March 15, 2017.		ADOPTED			
South Fork	Prohibition of the operation of cultivation, product manufacturing, and testing facilities and retail stores Shall the Town of South Fork allow the licensing of any retail marijuana business or medical marijuana facility? Shall the Town of South Fork [impose] an additional sales tax of five percent (5%) of the price paid by the purchaser of any marijuana product . . . allowed to be decreased or increased not [to] exceed ten percent (10%)?		ADOPTED-		FAIL-	
					PASS\$	
Springfield	Prohibition of the operation of cultivation, product manufacturing, and testing facilities and retail stores		ADOPTED-			
Steamboat Springs	Ordinance establishing license regulations, operational limitations, and prohibiting marijuana clubs and open/public consumption.		ADOPTED+			
Sterling	Prohibition of the operation of marijuana cultivation facilities, product manufacturing facilities, testing facilities and retail stores within city limits Shall the City of Sterling permit the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores? Shall City of Sterling [impose] an excise tax of 15 percent and an additional sales and use tax of 5 percent . . . allowed to be decreased or increased without further voter approval so long as the rate of the tax does not exceed 10 percent . . . ?		ADOPTED-		FAIL-	
					FAIL	
Stratton	Prohibition of the operation of cultivation, product manufacturing, and testing facilities and retail stores			ADOPTED-		
Sugar City	Prohibition of the operation of marijuana cultivation facilities, product manufacturing facilities, testing facilities and retail stores		ADOPTED-			
Superior	Ordinance to comply with Amendment 64 age, grow, and possession provisions. Prohibition of marijuana cultivation, product manufacturing, testing facilities, retail marijuana stores, and marijuana clubs.		ADOPTED^			
			ADOPTED-			
Swink	Prohibition of all marijuana establishments		ADOPTED-			
Telluride	Ordinance establishing license regulations, operational limitations, and required signage/warnings.		ADOPTED+			
Thornton	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-			
Timnath	Prohibition of marijuana establishments including marijuana 'clubs'		ADOPTED-			
Trinidad	Ordinance establishing license regulations, persons prohibited as licensees, operational requirements, and limitations on advertising. 5% retail marijuana tax			ADOPTED+		
				PASS\$		

Municipal Actions & Elections

Summary of Local Retail Marijuana Actions: thru Spring 2016

Municipality	Type of Issue	2012	2013	2014	2015	2016	
Vail	Moratorium on the operation of marijuana establishments pursuant to Amendment 64 to August 4, 2015. Prohibition on operation of marijuana establishments			ADOPTED	ADOPTED-		
Victor	Unlawful for any person to operate, cause to be operated, or permit to be operated in the City a marijuana establishment, and marijuana establishments are hereby prohibited at all locations in the City. (includes private marijuana clubs)		ADOPTED-				
Vona	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-				
Walden	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores.		ADOPTED-				
Walsenburg	Prohibition of recreational marijuana, cultivation facilities, recreational marijuana product manufacturing facilities, recreational marijuana testing facilities and recreational marijuana stores.		ADOPTED-				
Walsh	Prohibition of the use of property for sale, use, possession, cultivation, manufacturing, testing, or sale of marijuana		ADOPTED-				
Wellington	Prohibition of cultivation facilities, product manufacturing facilities, testing facilities and retail stores.		ADOPTED-				
Westcliffe	Prohibits "certain businesses related to the establishment, operation, and licensing of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores within the town of Westcliffe."		ADOPTED-				
Westminster	Prohibition on retail sale, distribution, cultivation and dispensing of recreational marijuana through marijuana establishments and optional premises cultivation operations. Ordinance to comply with Amendment 64 age, grow, and possession provisions.		ADOPTED- ADOPTED^				
Wheat Ridge	Ordinance establishing license regulations, operational limitations, and required signage/warnings. Moratorium on all applications for marijuana-infused manufacturing		ADOPTED+	ADOPTED.			
Wiggins	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores. Ordinance to comply with Amendment 64 age, grow, and possession provisions.		ADOPTED- ADOPTED^				
Williamsburg	Prohibition of marijuana cultivation, product manufacturing, testing facilities, and retail marijuana stores. Moratorium on private clubs until July 1, 2014		ADOPTED- ADOPTED.				
Windsor	Prohibition of the operation of any marijuana business enterprise within the meaning of Amendment 64. Prohibition of the establishment and operation of private marijuana clubs.		ADOPTED-				
Winter Park	Prohibition of all retail establishments		ADOPTED-				
Woodland Park	Prohibition of marijuana cultivation, product manufacturing, testing facilities, retail marijuana stores, and marijuana membership clubs. Prohibits selling marijuana grown for personal use.		ADOPTED-				
Wray	Prohibition of cultivation facilities, product manufacturing facilities, testing facilities and retail stores.		ADOPTED-				
Yampa	Prohibition of cultivation facilities, product manufacturing facilities, testing facilities and retail stores.		ADOPTED-				
Yuma	Prohibition of cultivation facilities, product manufacturing facilities, testing facilities and retail stores.		ADOPTED-				
TOTALS	Local Ballot Question Results:						
		Prohibit:	0	0	26	3	0

Municipal Actions & Elections

Summary of Local Retail Marijuana Actions: thru Spring 2016

Municipality	Type of Issue	2012	2013	2014	2015	2016
	Regulate:	0	2	5	0	0
	Successful Tax Measures:	0	12	24	10	6
	Failed Tax Measures:	0	0	4	1	6
	Totals	0	14	59	14	12
	Council Actions:					
	Prohibit:	2	147	9	2	0
	Regulate:	0	32	15	2	0
	Comply with Amendment 64:	1	16	1	1	0
	Moratoria:*	1	15	12	2	1
	Totals	4	210	37	7	1
	CUMULATIVE <u>ELECTION</u> TOTALS:					
	Prohibit: 29					
	Regulate: 7					
	Successful Tax: 46					
	Failed Tax: 5					
	CUMULATIVE <u>COUNCIL ACTION</u> TOTALS:					
	Prohibit: 160					
	Regulate: 49					
	Comply: 19					
	Moratoria: 30					

* Does not include moratoria that have expired or were supplanted by subsequent ordinances

Actions listed in red text have expired. If you are affiliated with one of these municipalities or know of more recent actions, please let us know by e-mailing lawclerk@cml.org or calling (303)-831-6411.

	Retail Marijuana Taxation Ballot Questions - thru Fall 2015	
<u>Municipality</u>	<u>Ballot Language</u>	<u>Pass/Fail: Y-N</u>
FALL 2013		
	Sales Tax Measures	
CARBONDALE	2C: SHALL THE TOWN OF CARBONDALE'S TAXES BE INCREASED BY \$394,875 IN THE FIRST FULL FISCAL YEAR, BEGINNING JANUARY 1, 2014, AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING AN ADDITIONAL SALES TAX OF 5% ON THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, AND AN EXCISE TAX OF 5% OF THE AVERAGE MARKET RATE OF UNPROCESSED RETAIL MARIJUANA ON THE DATE THAT IT IS FIRST SOLD OR TRANSFERRED FROM A RETAIL MARIJUANA CULTNATION FACILITY TO A RETAIL MARIJUANA STORE OR RETAIL MARIJUANA PRODUCTS MANUFACTURER, WITH THE RESULTING SALES OR EXCISE TAX RATES CAPABLE OF BEING LOWERED OR REVOKED IN THE SOLE DISCRETION OF THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, WITH THE RESULTING TAX REVENUES ALLOWED TO BE COLLECTED AND SPENT, NOTWITHSTANDING ANY OTHER LIMITATIONS PROVIDED BY LAW, AND USED TO FUND THE ENFORCEMENT OFREGULATIONS ON THE RETAIL MARIJUANA INDUSTRY, OTHER COSTS RELATED TO ENFORCEMENT OF MARIJUANA LAWS, EDUCATION AND PUBLIC HEALTH PROGRAMS ASSOCIATED WITH MARIJUANA CONSUMPTION, AND OTHER TOWN EXPENSES?	PASS, 1162-425
DENVER	Referred Question 2A "SHALL CITY TAXES BE INCREASED BY \$4.48 MILLION ANNUALLY IN THE FIRST FULL FISCAL YEAR AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING AN ADDITIONAL SALES TAX OF 3.5% ON THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, WITH THE TAX REVENUES BEING USED TO FUND THE ENFORCEMENT OF REGULATIONS ON THE RETAIL MARIJUANA INDUSTRY, OTHER COSTS RELATED TO ENFORCEMENT OF MARIJUANA LAWS, EDUCATION AND PUBLIC HEALTH PROGRAMS ASSOCIATED WITH MARIJUANA CONSUMPTION INCLUDING PREVENTION OF UNDERAGE CONSUMPTION, AND OTHER CITY EXPENSES, WITH THE RATE OF THE TAX BEING ALLOWED TO BE INCREASED OR DECREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF TAXATION DOES NOT EXCEED 15%, AND WITH THE RESULTING TAX REVENUE BEING ALLOWED TO BE COLLECTED AND SPENT NOTWITHSTANDING ANY LIMITATIONS PROVIDED BY LAW?"	PASS, 69%-31%
FRASER	Referred Measure 2C SHALL TOWN OF FRASER TAXES BE INCREASED BY \$100,000 ANNUALLY IN THE FIRST FULL FISCAL YEAR AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING A RETAIL MARIJUANA TAX OF FIVE PERCENT (5%) ON THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, WHICH SHALL BE IN ADDITION TO THE MUNICIPAL SALES TAX ON SUCH SALES; AND SHALL ALL REVENUES DERIVED FROM SUCH TAX BE COLLECTED AND SPENT TO PROMOTE THE GENERAL PURPOSES OF THE TOWN OF FRASER AS A VOTER APPROVED REVENUE CHANGE NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATIONS CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?	PASS, 219-85
LITTLETON	Ballot Issue 2E SHALL CITY OF LITTLETON TAXES BE INCREASED BY AN ESTIMATED \$120,000 IN 2014 (THE FIRST FULL FISCAL YEAR) AND WHATEVER AMOUNTS MAY BE COLLECTED IN FUTURE YEARS BY ADDING A NEW CHAPTER 22 TO TITLE 3 OF THE CITY CODE OF THE CITY OF LITTLETON TO IMPOSE A TAX OF THREE PERCENT (3%) OF THE PURCHASE PRICE PAID OR CHARGED FOR SALES OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS IN THE CITY OF LITTLETON IN ADDITION TO THE SALES TAX AND ANY OTHER STATE TAX IMPOSED ON SUCH SALES OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS? AND SHALL ALL REVENUE RECEIVED FROM SUCH TAX INCREASE AND ANY INVESTMENT INTEREST THEREON BE A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?	PASS, 63.8%-36.1%
MANITOU SPRINGS	2A - CITY OF MANITOU SPRINGS SHALL CITY OF MANITOU SPRINGS' TAXES BE INCREASED BY ONE HUNDRED TWENTY TWO THOUSAND DOLLARS (\$122,000.00) ANNUALLY IN THE FIRST FULL FISCAL YEAR AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING AN ADDITIONAL SALES TAX OF 5% ON THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS WITH THE RATE OF SUCH TAX BEING ALLOWED TO BE DECREASED OR INCREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF THE TAX DOES NOT EXCEED 10%, AND WITH THE RESULTING TAX REVENUE BEING ALLOWED TO BE COLLECTED AND SPENT BY THE CITY WITHOUT REGARD TO ANY EXPENDITURE, REVENUERAIISING, OR OTHER LIMITATION CONTAINED IN ARTICLE X, § 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?	PASS, 66%-33%

MOUNTAIN VIEW	BALLOT ISSUE NO. 1 SHALL TOWN OF MOUNTAIN VIEW TAXES BE INCREASED \$100,000.00 ANNUALLY IN THE FIRST FISCAL YEAR AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY IN EACH SUBSEQUENT YEAR BY THE IMPOSITION OF A 5% TAX ON THE PURCHASE OR SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, COMMENCING ON JANUARY 1, 2014, THE PROCEEDS OF SUCH TAX TO BE USED FOR POLICE PROTECTION, COSTS RELATED TO ENFORCEMENT OF MARIJUANA LAWS, AND RELATED SERVICES, AND SHALL THE PROCEEDS OF SUCH TAX AND INVESTMENT INCOME THEREON CONSTITUTE VOTER-APPROVED REVENUE CHANGES AND BE COLLECTED AND SPENT BY THE TOWN WITHQUTREGAR.D TO ANY EXPENDITURE, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED IN ARTICLE X, § 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?	PASS, 86-34
NORTHGLENN	SHALL CITY OF NORTHGLENN TAXES BE INCREASED BY FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000) ANNUALLY IN THE FIRST FISCAL YEAR, AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING A NEW SALES TAX OF TWO PERCENT (2%) ON THE SALE OF RETAIL MARIJUANA AND MEDICAL MARIJUANA, AND RETAIL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, WHICH SHALL BE IN ADDITION TO THE MUNICIPAL SALES TAX ON SUCH SALES, AND SHALL ALL REVENUES DERIVED FROM SUCH TAX BE COLLECTED AND SPENT TO BE USED EXCLUSIVELY FOR THE CONSTRUCTION OF PUBLIC FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE NORTHGLENN RECREATION CENTER, THE NORTHGLENN SENIOR CENTER, AND THE NORTHGLENN THEATRE AS A VOTER APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY EXPENDITURE, REVENUE RAISING, OR OTHER LIMITATION CONTAINED IN ARTICLE X, § 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?	PASS, 6791-3926
RED CLIFF	2G: SHALL TOWN OF RED CLIFF TAXES BE INCREASED BY \$50,000.00 IN THE FISCAL YEAR COMMENCING JANUARY 1, 2014 AND ENDING DECEMBER 31, 2014 AND BY SUCH AMOUNTS AS MAY BE COLLECTED ANNUALLY THEREAFTER BY THE IMPOSITION ON JANUARY 1, 2014 OF A NEW SALES TAX ON THE RETAIL SALE OF MARIJUANA, MARIJUANA PRODUCTS AND MARIJUANA ACCESSORIES BY LICENSED MARIJUANA ESTABLISHMENTS AT A RATE OF UP TO 5 PERCENT (5%), AND BY THE IMPOSITION ON JANUARY 1, 2014 OF A NEW EXCISE TAX ON THE SALE OF MARIJUANA BY A MARIJUANA CULTIVATION FACILITY TO ANOTHER LICENSED MARIJUANA ESTABLISHMENT AT A RATE OF UP TO 15 PERCENT (15%), WITH SUCH ADDITIONAL REVENUES AS ARE GENERATED BY THE NEW TAX TO BE COLLECTED, RETAINED AND SPENT FOR THE PURPOSE OF FUNDING MUNICIPAL SERVICES AND OPERATIONS AND/OR OTHER LAWFUL GENERAL MUNICIPAL PURPOSES, AS A VOTER APPROVED REVENUE CHANGE, OFFSET AND EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY UNDER SECTION 20 OF ARTICLE X OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?	PASS, 53-27
	Excise Tax Measures	
BOULDER	BALLOT ISSUE NO. 2A: RECREATIONAL MARIJUANA TAX SHALL CITY OF BOULDER TAXES BE INCREASED BY (\$3,360,000 FIRST FULL FISCAL YEAR DOLLAR INCREASE) ANNUALLY AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY THE IMPOSITION OF AN EXCISE TAX OF 5 PERCENT IN 2014 AND UP TO 10 PERCENT THEREAFTER ON THE CULTIVATION FACILITY AT THE AVERAGE MARKET RATE AT THE POINT OF TRANSFER FROM THE CULTIVATION FACILITY AND AN ADDITIONAL SALES AND USE TAX OF 3.5 PERCENT IN 2014 AND UP TO 10 PERCENT THEREAFTER ON RECREATIONAL MARIJUANA AS PROVIDED IN ORDINANCE NO. 7916 COMMENCING JANUARY 1, 2014 WITH SUFFICIENT REVENUES FROM THE EXCISE AND SALES AND USE TAX TO BE USED FOR PUBLIC SAFETY, ENFORCEMENT AND ADMINISTRATIVE PURPOSES AND FOR COMPREHENSIVE SUBSTANCE ABUSE PROGRAMS INCLUDING WITHOUT LIMITATION PREVENTION, TREATMENT, EDUCATION, RESPONSIBLE USE, INTERVENTION, AND MONITORING, WITH AN EMPHASIS ON YOUTH, AND WITH THE REMAINDER USED BY THE GENERAL FUND; AND IN CONNECTION THEREWITH, SHALL THE FULL PROCEEDS OF SUCH TAXES AT SUCH RATES AND ANY EARNINGS THEREON BE COLLECTED, RETAINED, AND SPENT, AS A VOTER-APPROVED	PASS, 18,461-9,295
BRECKENRIDGE	2C: SHALL TOWN OF BRECKENRIDGE TAXES BE INCREASED BY SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) IN THE FISCAL YEAR COMMENCING JANUARY 1, 2014 AND ENDING DECEMBER 31, 2014, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING, EFFECTIVE JANUARY 1, 2014, A NEW EXCISE TAX ON THE SALE WITHIN THE TOWN OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS AS DEFINED IN THE COLORADO RETAIL MARIJUANA CODE AND APPLICABLE TOWN ORDINANCES, AT THE RATE OF FIVE PERCENT (5%) OF THE PRICE PAID BY THE PURCHASER OF THE RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, IN ACCORDANCE WITH ORDINANCE NO. 29, SERIES 2013, WHICH IS HEREBY APPROVED; AND SHALL THE REVENUE RECEIVED BY THE TOWN FROM THE COLLECTION OF SUCH NEW TAX BE USED TO PAY OR REIMBURSE THE TOWN FOR DIRECT AND INDIRECT COSTS INCURRED OR EXPENDED BY THE TOWN FOR ADEQUATE TRAINING, ENFORCEMENT, AND ADMINISTRATION OF ALL APPLICABLE MARIJUANA LAWS AND REGULATIONS, TO SUPPORT LOCAL DRUG AND ALCOHOL PROGRAMS AND FACILITIES, AND FOR OTHER GENERAL PURPOSES OF THE TOWN; AND SHALL THE TOWN BE AUTHORIZED TO COLLECT AND SPEND SUCH REVENUE AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION ?	PAS,S 73%-27%

FRISCO	2A: SHALL TOWN OF FRISCO TAXES BE INCREASED BY TWO HUNDRED SEVENTYFIVE THOUSAND DOLLARS (\$275,000) IN THE FISCAL YEAR COMMENCING JANUARY 1, 2014 AND ENDING DECEMBER 31, 2014, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING A NEW EXCISE TAX, EFFECTIVE JANUARY 1, 2014, ON THE AUTHORIZED (UNDER STATE LAW) RETAIL SALE WITHIN THE TOWN OF MARIJUANA IN ANY FORM, INCLUDING BUT NOT LIMITED TO, A MARIJUANA PRODUCT AS DEFINED BY STATE LAW, AT THE RATE OF FIVE PERCENT (5%) OF THE PRICE PAID BY THE PURCHASER OF THE MARIJUANA, IN ACCORDANCE WITH TOWN OF FRISCO ORDINANCE 13-; AND SHALL THE TOWN BE AUTHORIZED TO COLLECT AND SPEND SUCH REVENUE AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION ?	PASS, 78%-22%
SILVERTHORNE	2F: SHALL TOWN OF SILVERTHORNE TAXES BE INCREASED BY \$100,000.00 IN CALENDAR YEAR 2014 AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY IN EACH SUBSEQUENT YEAR, BY THE IMPOSITION OF AN EXCISE TAX ON THE SALE OF MARIJUANA AND MARIJUANA PRODUCTS (AS SUCH ARE AUTHORIZED BY STATE LAW, (WITH THE EXCEPTION OF MEDICAL MARIJUANA AND PRODUCTS RELATED THERETO), COMMENCING JANUARY 1, 2014 AT THE RATE OF FIVE PERCENT (5%) OF THE PRICE PAID BY THE PURCHASER, WHICH TAX REVENUES SHALL BE EXPENDED FOR, BUT NOT BE LIMITED TO: <ul style="list-style-type: none"> • MENTAL HEALTH SUPPORT SERVICES WITHIN THE TOWN, AND • DUI ENFORCEMENT WITHIN THE TOWN, AND SHALL THE TOWN BE PERMITTED TO COLLECT, RETAIN AND SPEND THE REVENUES FROM SUCH TAX, INCLUDING ALL INTEREST DERIVED THEREFROM, WITHOUT REGARD TO THE REVENUE RAISING, DEBT LIMITATION OR OTHER RESTRICTIONS OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?	PASS, 72.1%-27.9%
Occupation Tax Measures		
EAGLE	2F: SHALL THE TOWN OF EAGLE'S TAXES BE INCREASED BY \$50,000.00 ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER THROUGH THE LEVY OF AN OCCUPATION TAX UP TO \$5.00 FOR EACH SALES TRANSACTION BY ANY RETAIL MARIJUANA STORE, ANY RETAIL MARIJUANA CULTIVATION FACILITY AND ANY RETAIL MARIJUANA PRODUCT MANUFACTURING FACILITY WITHIN THE TOWN OF EAGLE, EFFECTIVE JANUARY 1, 2014; AND SHALL ALL REVENUES DERIVED FROM SUCH OCCUPATION TAX BE COLLECTED AND SPENT, AS A VOTER APPROVED REVENUE CHANGE, NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATIONS CONTAINED IN ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION, ARTICLE 1 OF TITLE 29, COLORADO REVISED STATUTES OR ANY OTHER LAW?	PASS, 1298-643
SPRING 2014		
Sales Tax Measures		
Black Hawk	Ballot Issue #1: Shall City taxes be increased by imposing a new sales tax of 5% on sale of retail marijuana & medical marijuana and retail marijuana & medical marijuana products.	PASS, 40-4
Silverton	REFERRED MEASURE A SHALL THE TOWN OF SILVERTON'S TAXES BE INCREASED BY \$20,000 ANNUALLY IN THE FIRST FULL FISCAL YEAR AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING AN ADDITIONAL SALES TAX OF 1% ON THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, WITH THE TAX REVENUES BEING USED TO FUND THE ENFORCEMENT OF REGULATIONS ON THE RETAIL MARIJUANA INDUSTRY, OTHER COSTS RELATED TO ENFORCEMENT OF MARIJUANA LAWS, EDUCATION AND PUBLIC HEALTH PROGRAMS ASSOCIATED WITH MARIJUANA CONSUMPTION INCLUDING PREVENTION OF UNDERAGE CONSUMPTION, AND OTHER GENERAL PURPOSES OF THE TOWN, WITH THE RATE OF THE TAX BEING ALLOWED TO BE INCREASED OR DECREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF TAXATION DOES NOT EXCEED 1%, AND WITH THE RESULTING TAX REVENUE BEING ALLOWED TO BE COLLECTED AND SPENT NOTWITHSTANDING ANY LIMITATIONS CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER SPENDING, REVENUE-RAISING, OR OTHER LIMITATIONS PROVIDED BY LAW?	PASS, 348-64
Excise Tax Measures		

Dillon	<p>SHALL THE TOWN OF DILLON TAXES BE INCREASED BY ONE HUNDRED THOUSAND DOLLARS (\$100,000) IN 2015 (FIRST FULL FISCAL YEAR OF SUCH TAX INCREASE), AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING EFFECTIVE January 1, 2015, A NEW EXCISE TAX ON (1) the first sale or transfer of unprocessed retail marijuana by a retail marijuana cultivation facility and (2) THE SALE WITHIN THE TOWN OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS permitted by Article XVIII, Section 16 of the Colorado Constitution but not on the sale of medical marijuana pursuant to Article XVIII, Section 14 of the Colorado Constitution, AT THE RATE OF FIVE PERCENT (which rate may be adjusted from time to time by the Council so long as it does not exceed five percent) OF THE PRICE PAID BY THE PURCHASER OF THE RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS IN ACCORDANCE WITH ANY ORDINANCES HEREAFTER APPROVED BY THE COUNCIL; AND SHALL THE REVENUE RECEIVED BY THE TOWN FROM THE COLLECTION OF SUCH NEW TAX BE USED TO PAY OR REIMBURSE THE TOWN FOR DIRECT AND INDIRECT COSTS INCURRED OR EXPENDED BY THE TOWN FOR ADEQUATE TRAINING, ENFORCEMENT, AND ADMINISTRATION OF ALL APPLICABLE MARIJUANA LAWS AND REGULATIONS, TO SUPPORT LOCAL DRUG AND ALCOHOL PROGRAMS AND FACILITIES, AND FOR OTHER GENERAL PURPOSES OF THE TOWN; AND SHALL THE TOWN BE AUTHORIZED TO COLLECT AND SPEND SUCH REVENUE AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION?</p>	PASS, 115-34
Fruita	<p>Referred Issue B: SHALL THE CITY OF FRUITA'S TAXES BE INCREASED BY \$100,000 ANNUALLY (FIRST FULL FISCAL YEAR INCREASE), AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING A MARIJUANA EXCISE TAX AT THE RATE OF 5% OF THE PRICE PAID FOR THE PURCHASE OF RETAIL MARIJUANA, RETAIL MARIJUANA PRODUCTS AND RETAIL MARIJUANA ACCESSORIES WITH SUCH REVENUE TO BE USED FOR ADDITIONAL COSTS INCURRED FOR ADEQUATE ENFORCEMENT OF REGULATIONS ON THE RETAIL MARIJUANA INDUSTRY, AND ADMINISTRATION OF RETAIL MARIJUANA REGULATIONS AND OTHER GENERAL PURPOSES OF THE CITY; AND SHALL ALL REVENUES DERIVED FROM SUCH TAX BE COLLECTED AND SPENT AS A VOTER APPROVED REVENUE CHANGE, NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATIONS CONTAINED IN ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION?</p>	PASS, 1913-1425
Larkspur	<p>SHALL THE TOWN OF LARKSPUR, COLORADO ENACT ORDINANCE 7.85 TO ADOPT AN ADULT USE MARIJUANA EXCISE TAX OF 5% ON THE PRICE PAID FOR RETAIL MAIJUANA, RETAIL MARIJUANA PRODUCTS, AND RETAIL MARIJUANA ACCESSORIES TO COVER THE COST OF ADMINISTRATIVE AND ENFORCEMENT OF REGULATIONS ON THE RETAIL MARIJUANA INDUSTRY AS ALLOWED UNDER AMENDMENT 64 OF THE COLORADO CONSTITUTION?</p>	FAIL, 23-75
Silverton	<p>REFERRED MEASURE B</p> <p>SHALL THE TOWN OF SILVERTON TAXES BE INCREASED BY \$60,000 ANNUALLY IN THE FIRST FULL FISCAL YEAR AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING A 3% WHOLESALE EXCISE TAX ON ALL MARIJUANA WHOLESALE TRANSACTIONS, WITH THE TAX REVENUES BEING USED TO FUND THE ENFORCEMENT OF REGULATIONS ON THE RETAIL AND MEDICAL MARIJUANA INDUSTRY, OTHER COSTS RELATED TO ENFORCEMENT OF MARIJUANA LAWS, EDUCATION AND PUBLIC HEALTH PROGRAMS ASSOCIATED WITH MARIJUANA CONSUMPTION INCLUDING PREVENTION OF UNDERAGE CONSUMPTION, AND OTHER GENERAL PURPOSES OF THE TOWN, WITH THE RATE OF THE TAX BEING ALLOWED TO BE INCREASED OR DECREASED WITHOUT FURTHERVOTER APPROVAL SO LONG AS THE RATE OF TAXATION DOES NOT EXCEED 3%, AND WITH THE RESULTING TAX REVENUE BEING ALLOWED TO BE COLLECTED AND SPENT NOTWITHSTANDING ANY LIMITATIONS CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER SPENDING, REVENUE-RAISING, OR OTHER LIMITATIONS PROVIDED BY LAW?</p>	PASS, 331-79
Occupation Tax Measures		

Mancos	SHALL THE TOWN OF MANCOS TAXES BE INCREASED BY \$50,000 IN 2015 (FIRST FULL FISCAL YEAR OF SUCH TAX INCREASE), AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING, EFFECTIVE JANUARY 1, 2015. A NEW OCCUPATION TAX ON THE OCCUPATION OF SELLING WITHIN THE TOWN RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS PERMITTED BY ARTICLE XVIII, SECTION 16 OF THE COLORADO CONSTITUTION (BUT NOT ON THE SALE OF MEDICAL MARIJUANA PURSUANT TO ARTICLE VIII, SECTION 14 OF THE COLORADO CONSTITUTION), SUCH TAX TO BE IMPOSED AT A MAXIMUM RATE OF TEN DOLLARS PER SINGLE RETAIL TRANSACTION FOR THE SALE OF RETAIL MARIJUANA OR RETAIL MARIJUANA PRODUCTS WITHIN THE TOWN (WHICH TAX MAY BE ADJUSTED FROM TIME TO TIME BY THE BOARD OF TRUSTEES WITHOUT FURTHER ELECTIONS SO LONG AS IT DOES NOT EXCEED TEN DOLLARS PER RETAIL TRANSACTION) IN ACCORDANCE WITH ANY ORDINANCES HEREAFTER APPROVED BY THE BOARD OF TRUSTEES, PROVIDED THAT ANY SUCH TAX SHALL BE IMPOSED ONLY IF THE SALE OF RETAIL MARIJUANA IS PERMITTED WITHIN THE TOWN, AND NOTHING HEREIN SHALL BE CONSTRUED AS APPROVING THE SALE WITHIN THE TOWN OF RETAIL MARIJUANA OR RETAIL MARIJUANA PRODUCTS; AND SHALL THE PROCEEDS OF ANY SUCH TAXES AND INVESTMENT INCOME THEREON BE COLLECTED AND SPENT BY THE TOWN AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE TOWN?	PASS, 206-66
Sedgwick	ISSUE 1A SHALL TOWN OF SEDGWICK TAXES BE INCREASED BY \$1,000,000.00 (FIRST FULL FISCAL YEAR INCREASE) AND ANNUALLY THEREAFTER IN SUCH AMOUNTS AS ARE RECEIVED EACH YEAR FROM THE LEVY OF AN OCCUPATION TAX AT A RATE OF \$5.00 PER SALES TRANSACTION BY ANY RETAIL MARIJUANA STORE WITHIN THE TOWN OF SEDGWICK, TO COMMENCE JULY 1, 2014, AND WITH ALL REVENUES DERIVED FROM SUCH TAX TO BE COLLECTED, RETAINED AND SPENT FOR ANY LAWFUL MUNICIPAL PURPOSE; AND SHALL THE TOWN BE PERMITTED TO COLLECT, RETAIN AND EXPEND ALL REVENUES DERIVED FROM SUCH OCCUPATION TAX AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?	PASS, 27-4
Sedgwick	ISSUE 2A SHALL TOWN OF SEDGWICK TAXES BE INCREASED BY \$1,000,000.00 (FIRST FULL FISCAL YEAR INCREASE) AND ANNUALLY THEREAFTER IN SUCH AMOUNTS AS ARE RECEIVED EACH YEAR FROM THE LEVY OF AN OCCUPATION TAX AT A RATE OF \$100.00 PER SALE OR TRANSFER OF UNPROCESSED RETAIL MARIJUANA BY ANY RETAIL MARIJUANA CULTIVATION FACILITY WITHIN THE TOWN OF SEDGWICK, TO COMMENCE JULY 1, 2014, AND WITH ALL REVENUES DERIVED FROM SUCH TAX TO BE COLLECTED, RETAINED AND SPENT FOR ANY LAWFUL MUNICIPAL PURPOSE; AND SHALL THE TOWN BE PERMITTED TO COLLECT, RETAIN AND EXPEND ALL REVENUES DERIVED FROM SUCH OCCUPATION TAX AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?	PASS, 26-5
Fall 2014		
	Sales Tax Measures	
Basalt	SHALL THE TOWN OF BASALT, COLORADO, ACTING THROUGH ITS TOWN COUNCIL, BEGINNING JANUARY 1, 2015, BE AUTHORIZED TO IMPOSE AN ADDITIONAL MUNICIPAL SALES TAX OF 5% ON THE SAMPLE SALES OF RETAIL MARIJUANA AND MARIJUANA PRODUCTS WITH THE RESULTING SALES TAX RATE CAPABLE OF BEING LOWERED OR REVOKED IN THE SOLE DISCRETION OF THE BASALT TOWN COUNCIL, WITH THE RESULTING TAX REVENUES TO BE COLLECTED AND SPENT TO PAY DIRECT AND INDIRECT EXPENSES RELATED TO THE LICENSING AND REGULATION OF THE RETAIL MARIJUANA INDUSTRY, ENFORCEMENT OF MARIJUANA LAWS IN GENERAL, EDUCATION AND PUBLIC HEALTH PROGRAMS TO MITIGATE ANY NEGATIVE CONSEQUENCES ASSOCIATED WITH THE CONSUMPTION OF MARIJUANA AND MARIJUANA PRODUCTS, PROGRAMS TO PREVENT THE ILLEGAL DIVERSION OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS TO PERSONS UNDER THE AGE OF TWENTY-ONE (21); AND TO OTHERWISE PAY THE EXPENSES OF OPERATING AND IMPROVING THE TOWN AND ITS FACILITIES?	PASS, 970-375

Federal Heights	<p>3) SHALL THE CITY OF FEDERAL HEIGHTS' TAXES BE INCREASED BY (\$300,000) ANNUALLY BEGINNING IN 2015 (FIRST FULL FISCAL YEAR OF SUCH TAX INCREASE) AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING, EFFECTIVE JANUARY 1, 2015, AN ADDITIONAL SALES TAX AT THE RATE OF FIVE PERCENT UPON THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS WITHIN THE CITY AS LEGALIZED BY ARTICLE XVIII, SECTION 16, OF THE COLORADO CONSTITUTION (WHICH RATE MAY BE ADJUSTED, FROM TIME TO TIME BY CITY COUNCIL, UPON THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS WITHOUT FURTHER VOTER APPROVAL SO LONG AS SUCH RATE DOES NOT EXCEED TEN PERCENT) WITH SUCH SALES TAX TO BE IN ADDITION TO THE APPLICATION OF THE CITY'S SALES TAX AND THE REVENUE RECEIVED BY THE CITY FROM THE COLLECTION OF THE SALES TAX TO BE USED TO PAY OR REIMBURSE THE CITY FOR DIRECT AND INDIRECT COSTS INCURRED OR EXPENDED BY THE CITY RELATED TO THE REGULATION OF THE USE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, TO SUPPORT LOCAL DRUG EDUCATION PROGRAMS, PREVENTION OF UNDERAGE CONSUMPTION OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, AND FOR OTHER GENERAL PURPOSES OF THE CITY, WITH THE REVENUE FROM SUCH TAX AND ANY EARNINGS FROM THE INVESTMENT THEREOF TO BE COLLECTED AND SPENT AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?</p>	PASS, 1175-1052
Gunnison	<p>SHALL THE CITY OF GUNNISON TAXES BE INCREASED BY \$150,000.00 ANNUALLY IN THE FIRST FULL FISCAL YEAR AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER THROUGH THE IMPOSITION AND ASSESSMENT OF AN ADDITIONAL SALES TAX IN THE AMOUNT OF FIVE PERCENT (5%) ON THE SALE OF MEDICAL MARIJUANA, MEDICAL MARIJUANA INFUSED PRODUCTS, RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS AND AN EXCISE TAX IN THE AMOUNT OF FIVE PERCENT (5%) OF THE CASH VALUE OF THE TRANSACTION ON THE SALE BY A RETAIL MARIJUANA CULTIVATION FACILITY OR RETAIL MARIJUANA PRODUCTS MANUFACTURING FACILITY TO A LICENSED MARIJUANA ESTABLISHMENT OUTSIDE THE CITY OF GUNNISON, AND SHALL ALL REVENUES DERIVED FROM SUCH TAX COLLECTED BE SPENT TO DEFRAY COSTS INCURRED IN REGULATING THE MARIJUANA INDUSTRY, FUNDING SOCIAL, RECREATIONAL, AND EDUCATIONAL PROGRAMS WITHIN THE COMMUNITY AS MAY BE DETERMINED BY THE CITY INCLUDING SUBSTANCE ABUSE PREVENTION, EDUCATION AND COUNSELING PROGRAMS, AND TO PROMOTE THE GENERAL PURPOSES OF THE CITY OF GUNNISON AS A VOTER APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE REVENUE AND SPENDING LIMITS OF ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION?</p>	PASS, 974-472
Hot Sulphur Springs	<p>SHALL TOWN OF HOT SULPHUR SPRINGS TAXES BE INCREASED BY \$60,000 ANNUALLY IN THE FIRST FISCAL YEAR COMMENCING JANUARY 1, 2015 AND ENDING DECEMBER 31, 2015, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, AND ONLY IN THE EVENT THAT THE TOWN BOARD OF TRUSTEES TAKES ACTION TO PERMIT THE RETAIL SALE OF MARIJUANA AND MARIJUANA INFUSED PRODUCTS WITHIN THE TOWN, BY IMPOSING, EFFECTIVE JANUARY 1, 2015, A NEW SALES TAX ON THE SALE WITHIN THE TOWN OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS AS DEFINED IN THE COLORADO RETAIL MARIJUANA CODE AND APPLICABLE TOWN ORDINANCES, AT THE RATE OF TEN PERCENT (10%) OF THE PRICE PAID BY THE PURCHASER OF THE RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, WHICH IS HEREBY APPROVED; WITH THE RATE OF SUCH SALES TAX BEING ALLOWED TO BE DECREASED OR INCREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF SUCH TAX DOES NOT EXCEED 15%?</p>	FAIL, 175-154
Lyons	<p>SHALL TOWN OF LYONS TAXES BE INCREASED BY \$95,000.00 ANNUALLY IN THE FIRST FULL FISCAL YEAR COMMENCING JANUARY 1, 2015 AND ENDING DECEMBER 31, 2015, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING, EFFECTIVE JANUARY 1, 2015, A NEW SALES TAX ON THE SALE WITHIN THE TOWN OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS AS DEFINED IN THE COLORADO RETAIL MARIJUANA CODE AND APPLICABLE TOWN ORDINANCES, AT THE RATE OF THREE POINT FIVE PERCENT (3.5%) OF THE PRICE PAID BY THE PURCHASER OF THE RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, WHICH IS HEREBY APPROVED; AND SHALL THE REVENUE RECEIVED BY THE TOWN FROM THE COLLECTION OF SUCH NEW TAX BE USED TO PAY OR REIMBURSE THE TOWN FOR DIRECT AND INDIRECT COSTS INCURRED OR EXPENDED BY THE TOWN FOR ADEQUATE TRAINING, ENFORCEMENT, AND ADMINISTRATION OF ALL APPLICABLE MARIJUANA LAWS AND REGULATIONS, TO SUPPORT LOCAL DRUG AND ALCOHOL PROGRAMS AND FACILITIES, AND FOR OTHER GENERAL PURPOSES OF THE TOWN, WITH THE RATE OF SUCH SALES TAX BEING ALLOWED TO BE DECREASED OR INCREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF SUCH TAX DOES NOT EXCEED 10%; AND SHALL THE TOWN BE AUTHORIZED TO COLLECT AND SPEND SUCH REVENUE AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION ?</p>	PASS, 548-154

Northglenn	SHALL CITY OF NORTHGLENN TAXES BE INCREASED BY FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000) ANNUALLY IN THE FIRST FISCAL YEAR, AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING A NEW SALES TAX OF TWO PERCENT (2%) ON THE SALE OF RETAIL MARIJUANA AND MEDICAL MARIJUANA, AND RETAIL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, WHICH SHALL BE IN ADDITION TO THE MUNICIPAL SALES TAX ON SUCH SALES, AND SHALL ALL REVENUES DERIVED FROM SUCH TAX BE COLLECTED AND SPENT TO BE USED EXCLUSIVELY FOR THE CONSTRUCTION OF PUBLIC FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE NORTHGLENN RECREATION CENTER, THE NORTHGLENN SENIOR CENTER, AND THE NORTHGLENN THEATRE AS A VOTER APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY EXPENDITURE, REVENUE RAISING, OR OTHER LIMITATION CONTAINED IN ARTICLE X, § 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?	PASS, 6791-3926
Ouray	SHALL CITY OF OURAY'S TAXES BE INCREASED BY FIFTY-THREE THOUSAND DOLLARS (\$53,000.00) IN THE FIRST FULL FISCAL YEAR AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING AN ADDITIONAL SALES TAX OF 5% ON THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS WITH THE RATE OF SUCH TAX BEING ALLOWED TO BE DECREASED OR INCREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF THE TAX DOES NOT EXCEED 10%, AND WITH THE RESULTING TAX REVENUE BEING ALLOWED TO BE COLLECTED AND SPENT BY THE CITY WITHOUT REGARD TO ANY EXPENDITURE, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED IN ARTICLE X, § 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?	PASS, 59-41%
Paonia	SHALL THE TOWN OF PAONIA TAXES BE INCREASED BY \$50,000.00 IN 2015 (THE FIRST FULL FISCAL YEAR OF SUCH TAX INCREASE) AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING, EFFECTIVE JANUARY 1, 2015, A NEW TAX ON (1) THE FIRST SALE OR TRANSFER OF UNPROCESSED RETAIL MARIJUANA BY A RETAIL MARIJUANA CULTIVATION FACILITY AND (2) THE SALE WITHIN THE TOWN OF PAONIA RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS PERMITTED BY ARTICLE XVIII , SECTION 16 OF THE COLORADO CONSTITUTION AT THE RATE OF FIVE PERCENT (5%) OF THE PRICE PAID BY THE PURCHASER OR TRANSFEREE OF THE RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, WITH THE RATE OF EITHER OR BOTH TAXES BEING ALLOWED TO BE INCREASED OR DECREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF TAXATION DOES NOT EXCEED TEN PERCENT (10%), IN ACCORDANCE WITH ANY ORDINANCES HEREAFTER APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA; PROVIDED THAT ANY SUCH TAX SHALL BE IMPOSED ONLY IF RETAIL MARIJUANA ESTABLISHMENTS ARE PERMITTED WITHIN THE TOWN; AND SHALL THE TOWN BE AUTHORIZED TO COLLECT AND SPEND SUCH REVENUE AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION?	PASS, 481-286
Ramah	SHALL THE TOWN OF RAMAH TAXES BE INCREASED BY \$50,000 ANNUALLY IN THE FIRST FULL FISCAL YEAR OF SUCH TAX INCREASE, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING A NEW TAX ON THE SALE WITHIN THE TOWN OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS PERMITTED BY ARTICLE XVIII, SECTION 16 OF THE COLORADO CONSTITUTION AT THE RATE OF FIVE PERCENT (5%) OF THE PRICE PAID BY THE PURCHASER OR TRANSFEREE OF THE RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, WITH THE RATE OF THE TAX BEING ALLOWED TO BE INCREASED OR DECREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF TAXATION DOES NOT EXCEED TEN PERCENT (10%), IN ACCORDANCE WITH ANY ORDINANCES HEREAFTER APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF RAMAH; PROVIDED THAT ANY SUCH TAX SHALL BE IMPOSED ONLY IF RETAIL MARIJUANA ESTABLISHMENTS ARE PERMITTED WITHIN THE TOWN; AND SHALL THE TOWN BE AUTHORIZED TO COLLECT AND SPEND SUCH REVENUE AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION?	TIE, 28-28
Trinidad	SHALL CITY OF TRINIDAD TAXES BE INCREASED BY \$100,000.00 (FIRST FISCAL YEAR DOLLAR INCREASE) IN THE FISCAL YEAR COMMENCING JANUARY 1, 2015 AND ENDING DECEMBER 31, 2015 AND BY SUCH AMOUNTS AS MAY BE COLLECTED ANNUALLY THEREAFTER BY THE IMPOSITION ON JANUARY 1, 2015 OF A NEW SALES TAX ON THE RETAIL SALE OF MARIJUANA, MARIJUANA PRODUCTS AND MARIJUANA ACCESSORIES BY LICENSED MARIJUANA ESTABLISHMENTS AT A RATE OF FIVE PERCENT (5%), WITH SUCH ADDITIONAL REVENUES AS ARE GENERATED BY THE NEW TAX TO BE COLLECTED, RETAINED AND SPENT FOR THE PURPOSE OF FUNDING COMMUNITY DEVELOPMENT, PUBLIC SAFETY, YOUTH PROGRAMS, MUNICIPAL SERVICES AND OPERATIONS AND/OR OTHER LAWFUL GENERAL MUNICIPAL PURPOSES, AS A VOTER APPROVED REVENUE CHANGE, OFFSET AND EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY UNDER SECTION 20 OF ARTICLE X OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?	PASS, 64%-36%
Excise Tax Measures		

Aurora	SHALL AURORA'S TAXES BE INCREASED BY \$2,400,000 ANNUALLY IN THE FIRST FULL FISCAL YEAR OF SUCH INCREASE AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE IMPOSITION OF A 5.0% EXCISE TAX ON THE AVERAGE MARKET RATE OF UNPROCESSED RETAIL MARIJUANA THAT IS SOLD OR TRANSFERRED FROM A RETAIL MARIJUANA CULTIVATION FACILITY AND AN ADDITIONAL 2.0% SALES AND USE TAX ON THE SALE AND USE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, WITH THE RATE OF SUCH SALES AND USE TAX BEING ALLOWED TO BE INCREASED OR DECREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF TAXATION DOES NOT EXCEED 10%, AND SHALL THE REVENUES FROM SUCH TAXES BE COLLECTED, RETAINED, AND SPENT AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, SECTION 11-27 OF THE AURORA CHARTER, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT AURORA'S REVENUES OR EXPENDITURES?	PASS, 53624-32124
Canon City	SHALL THE CITY OF CAÑON CITY TAXES BE INCREASED BY \$100,000 ANNUALLY IN THE FIRST FULL FISCAL YEAR OF SUCH TAX INCREASE, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING A NEW EXCISE TAX ON (1) THE FIRST SALE OR TRANSFER OF UNPROCESSED RETAIL MARIJUANA BY A RETAIL MARIJUANA CULTIVATION FACILITY AND (2) THE SALE WITHIN THE CITY OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS PERMITTED BY ARTICLE XVIII, SECTION 16 OF THE COLORADO CONSTITUTION AT THE RATE OF FIVE PERCENT (5%) [WHICH RATE MAY BE ADJUSTED FROM TIME TO TIME BY THE COUNCIL SO LONG AS IT DOES NOT EXCEED TEN PERCENT (10%)] OF THE PRICE PAID BY THE PURCHASER OR TRANSFEREE OF THE RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS IN ACCORDANCE WITH ANY ORDINANCES HEREAFTER APPROVED BY THE COUNCIL OF CAÑON CITY; PROVIDED THAT ANY SUCH TAX SHALL BE IMPOSED ONLY IF RETAIL MARIJUANA ESTABLISHMENTS ARE PERMITTED WITHIN THE CITY; AND SHALL THE REVENUE RECEIVED BY THE CITY FROM THE COLLECTION OF SUCH NEW TAX BE USED BY THE CITY TO MAINTAIN, REPAIR AND RECONSTRUCT PUBLIC STREETS WITHIN THE CITY; AND SHALL THE CITY BE AUTHORIZED TO COLLECT AND SPEND SUCH REVENUE AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION?	PASS, 3801-2257
De Beque	SHALL THE TOWN OF DE BEQUE'S TAXES BE INCREASED BY \$300,000.00 IN CALENDAR YEAR 2015, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY IN EACH SUBSEQUENT CALENDAR YEAR, BY THE IMPOSITION OF AN EXCISE TAX ON THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS AS SUCH ARE AUTHORIZED BY STATE LAW AND BY THE TOWN OF DE BEQUE, COMMENCING JANUARY 1, 2015, AT THE RATE OF FIVE PERCENT (5%) OF THE PURCHASE PRICE PAID BY EACH PURCHASER OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS WITHIN THE TOWN, WHETHER FROM THE SALE OR TRANSFER OF UNPROCESSED RETAIL MARIJUANA BY A RETAIL MARIJUANA CULTIVATION FACILITY AND/OR FROM THE SALE OF RETAIL MARIJUANA BY A RETAIL MARIJUANA STORE, AND SHALL ALL SUCH TAX REVENUES BE COLLECTED, RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, NOT WITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATIONS CONTAINED IN THE COLORADO CONSTITUTION OR OTHER APPLICABLE LAW?	PASS, 81-44
Hot Sulphur Springs	SHALL TOWN OF HOT SULPHUR SPRINGS TAXES BE INCREASED BY \$60,000 ANNUALLY IN THE FIRST FISCAL YEAR COMMENCING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, AND ONLY IN THE EVENT THAT THE TOWN BOARD OF TRUSTEES TAKES ACTION TO PERMIT THE OPERATION OF RETAIL MARIJUANA CULTIVATION FACILITIES WITHIN THE TOWN, BY IMPOSING, EFFECTIVE JANUARY 1, 2015, A NEW EXCISE TAX OF 10% TO BE PAID TO THE TOWN WHEN UNPROCESSED RETAIL MARIJUANA IS FIRST SOLD OR TRANSFERRED BY A RETAIL MARIJUANA CULTIVATION FACILITY; WITH THE RATE OF SUCH EXCISE TAX BEING ALLOWED TO BE DECREASED OR INCREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF SUCH TAX DOES NOT EXCEED 15%?	FAIL, 175-152

Lafayette	<p>SHALL THE CITY OF LAFAYETTE TAXES BE INCREASED BY \$240,000 ANNUALLY BEGINNING IN 2015 (FIRST FULL FISCAL YEAR OF SUCH TAX INCREASE) AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING, EFFECTIVE JANUARY 1, 2015, A NEW EXCISE TAX UPON THE FIRST SALE OR TRANSFER OF UNPROCESSED RETAIL MARIJUANA BY A RETAIL MARIJUANA CULTIVATION FACILITY WITHIN THE CITY AND UPON THE SALE OR TRANSFER OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS WITHIN THE CITY, ALL AS LEGALIZED BY ARTICLE XVIII, SECTION 16 OF THE COLORADO CONSTITUTION, AT THE RATE OF FIVE PERCENT (WHICH RATE MAY BE ADJUSTED FROM TIME TO TIME BY THE CITY COUNCIL ON EITHER THE FIRST SALE OR TRANSFER OF UNPROCESSED RETAIL MARIJUANA BY A RETAIL MARIJUANA CULTIVATION FACILITY OR UPON THE SALE OR TRANSFER OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS OR UPON BOTH SUCH SALES OR TRANSFERS WITHOUT FURTHER VOTER APPROVAL SO LONG AS SUCH RATE DOES NOT EXCEED TEN PERCENT), WITH SUCH EXCISE TAX TO BE IN ADDITION TO THE APPLICATION OF THE CITY'S SALES TAX, AND THE REVENUE RECEIVED BY THE CITY FROM THE COLLECTION OF THE EXCISE TAX TO BE USED TO PAY OR REIMBURSE THE CITY FOR DIRECT AND INDIRECT COSTS INCURRED OR EXPENDED BY THE CITY RELATED TO THE REGULATION OF THE USE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, TO SUPPORT LOCAL DRUG EDUCATION PROGRAMS, PREVENT UNDERAGE CONSUMPTION OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, AND FOR OTHER GENERAL PURPOSES OF THE CITY, AND WITH THE REVENUE FROM SUCH TAX AND ANY EARNINGS FROM THE INVESTMENT THEREOF TO BE COLLECTED AND SPENT AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION?</p>	PASS, 4830-1741
Pueblo	<p>SHALL THE CITY OF PUEBLO'S TAXES BE INCREASED BY \$ 986,249 ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) BEGINNING JANUARY 1, 2015 AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER, THROUGH THE ADOPTION OF ORDINANCE NO. 8754 IMPOSING AN EXCISE TAX OF 8.0 % WHEN UNPROCESSED RETAIL MARIJUANA IS FIRST SOLD OR TRANSFERRED BY A RETAIL MARIJUANA CULTIVATION FACILITY AND BY IMPOSING AN ADDITIONAL SALES TAX OF 4.3 % ON THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS WITH THE RATE OF EITHER OR BOTH TAXES BEING ALLOWED TO BE DECREASED OR INCREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF EITHER TAX DOES NOT EXCEED 15.0 % AND SHALL ALL REVENUES DERIVED FROM SUCH TAXES BE COLLECTED, RETAINED AND SPENT, NOTWITHSTANDING ANY LIMITATIONS PROVIDED BY LAW, AS A VOTER APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW AND ALLOWING SUCH REVENUE TO BE EXPENDED AS THE CITY COUNCIL SHALL DETERMINE?</p>	FAIL, 52-48%
Rifle	<p>SHOULD THE CITY OF RIFLE'S TAXES BE INCREASED BY \$250,000, BEGINNING JANUARY 1, 2015, AND BY SUCH AMOUNTS THAT ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING AN EXCISE TAX IN THE AMOUNT OF 5% OF THE MARKET RATE OF RETAIL MARIJUANA, UPON THE SALE OR TRANSFER OF RETAIL MARIJUANA FROM A RETAIL MARIJUANA CULTIVATION FACILITY WITHIN THE CITY OF RIFLE TO A RETAIL MARIJUANA PRODUCT MANUFACTURING FACILITY, A RETAIL MARIJUANA STORE, ANOTHER RETAIL MARIJUANA CULTIVATION FACILITY OR ANY OTHER PURCHASER OR TRANSFEREE, WITHIN OR WITHOUT THE CITY OF RIFLE; WITH THE MARKET RATE OF MARIJUANA TO EQUAL, IN ANY EVENT, THE AVERAGE MARKET RATE FOR RETAIL MARIJUANA UNDER C.R.S. § 39-28.8-101, AS THAT CODE SECTION MAY BE AMENDED; WITH THE RESULTING TAX REVENUES TO BE COLLECTED BY THE CITY AS A VOTER APPROVED REVENUE CHANGE, NOTWITHSTANDING ANY APPLICABLE REVENUE OR EXPENDITURE LIMITATION IMPOSED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?</p>	PASS, 1451-849
Silver Plume	<p>SHALL THE TOWN OF SILVER PLUMES TAXES BE INCREASED BEGINNING IN CALENDAR YEAR 2015, BY IMPOSING A NEW EXCISE TAX EFFECTIVE JANUARY 1, 2015, ON THE SALE WITHIN THE TOWN OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS AS SUCH ARE AUTHORIZED BY STATE LAW, AT THE RATE OF FOUR PERCENT OF THE PRICE PAID BY THE PURCHASER OF THE RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, WITH THE RATE OF TAX BEING ALLOWED TO BE INCREASED OR DECREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF TAXATION DOES NOT EXCEED 8% AND THE RESULTING TAX REVENUE BEING ALLOWED TO BE COLLECTED AND SPENT NOTWITHSTANDING ANY LIMITATIONS PROVIDED BY LAW?</p>	PASS, 99-7
	Occupation Tax Measures	

Empire	SHALL THE TOWN OF EMPIRE'S TAX REVENUE BE INCREASED BY AN ESTIMATED \$1000 ANNUALY (FIRST FULL FISCAL YEAR INCREASE) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER THROUGH THE LEVY OF AN OCCUPATION TAX UP TO \$5.00 FOR EACH WHOLESALE TRANSACTION (NON-MEDICAL) OF MARIJUANA OR MARIJUANA PRODUCTS BY ANY ADULT USE MARIJUANA CENTER, MARIJUANA CULTIVATION FACILITY AND MARIJUANA PRODUCT MANUFACTURING FACILITY WITHIN THE TOWN OF EMPIRE, EFFECTIVE JANUARY 1, 2015; AND SHALL ALL REVENUES DERIVED FROM SUCH OCCUPATION TAX BE COLLECTED AND SPENT, AS A VOTER APPROVED REVENUE CHANGE, NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATIONS CONTAINED IN ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION, ARTICLE 1 OF TITLE 29, COLORADO REVISED STATUTES OR ANY OTHER LAW?	PASS, 70-35
Palisade	"SHALL THE TOWN OF PALISADE'S TAXES BE INCREASED BY \$200,000.00 ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER THROUGH THE LEVY OF AN OCCUPATION TAX IN THE AMOUNT OF \$5.00 FOR EACH SALES TRANSACTION THAT IS LESS THAN \$100.00, IN THE AMOUNT OF \$10.00 FOR EACH SALES TRANSACTION THAT IS \$100.00 OR OVER BUT LESS THAN \$500.00, AND IN THE AMOUNT OF \$25.00 FOR EACH SALES TRANSACTION THAT IS \$500.00 OR OVER INVOLVING THE SALE OR PURCHASE OF RETAIL MARIJUANA, RETAIL MARIJUANA PRODUCTS OR RETAIL MARIJUANA ACCESSORIES BY ANY RETAIL MARIJUANA STORE, ANY RETAIL MARIJUANA CULTIVATION FACILITY AND ANY RETAIL MARIJUANA PRODUCT MANUFACTURING FACILITY WITHIN THE TOWN OF PALISADE, EFFECTIVE JANUARY 1, 2015; AND SHALL ALL REVENUES DERIVED FROM SUCH OCCUPATION TAX BE COLLECTED AND SPENT, AS A VOTER APPROVED REVENUE CHANGE, NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATIONS CONTAINED IN ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION, ARTICLE 1 OF TITLE 29, COLORADO REVISED STATUTES OR ANY OTHER LAW?	PASS, 60-40%
Spring 2015		
	There were no marijuana tax ballot actions in spring 2015 elections	
Fall 2015		
COMMERCE CITY	ISSUE NO.1SHALL THE CITY OF COMMERCE CITY TAXES BE INCREASED BY ONE HUNDRED THOUSAND DOLLARS IN THE FISCAL YEAR COMMENCING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER BY THE IMPOSITION OF AN EXCISE TAX ON THE SALE OF MARIJUANA AND MARIJUANA PRODUCTS AS SUCH ARE AUTHORIZED BY STATE LAW COMMENCING JANUARY 1, 2016 AT THE RATE OF FIVE PERCENT OF THE PRICE PAID BY THE PURCHASER, IN ACCORDANCE WITH CITY ORDINANCE 2050; AND SHALL THE CITY BE AUTHORIZED TO COLLECT AND SPEND SUCH REVENUE AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?	Pass 63-37%
DENVER	2B May the City and County of Denver retain and spend all 2014 revenues derived from the special retail marijuana sales tax as originally approved by the voters on November 5, 2013, and continue to impose and collect the tax to the full extent permitted by the original voter approval?	Pass 81-19%
GEORGETOWN	SHALL THE TOWN OF GEORGETOWN TAXES BE INCREASED BY \$100,000 IN 2016 (FIRST FULL FISCAL YEAR OF SUCH TAX INCREASE), AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING, EFFECTIVE JANUARY 1, 2016, A NEW OCCUPATION TAX ON THE OCCUPATION OF SELLING WITHIN THE TOWN RETAIL AND WHOLESALE MARIJUANA AND RETAIL AND WHOLESALE MARIJUANA PRODUCTS PERMITTED BY ARTICLE XVIII, SECTION 16 OF THE COLORADO CONSTITUTION, SUCH TAX TO BE IMPOSED AT A MAXIMUM RATE OF FIVE DOLLARS PER SINGLE RETAIL OR WHOLESALE TRANSACTION WITHIN THE TOWN (WHICH TAX MAY BE ADJUSTED FROM TIME TO TIME BY THE BOARD OF SELECTMEN WITHOUT FURTHER ELECTIONS SO LONG AS IT DOES NOT EXCEED FIVE DOLLARS PER TRANSACTION) IN ACCORDANCE WITH ANY ORDINANCES HEREAFTER ADOPTED BY THE BOARD OF SELECTMEN; AND SHALL THE PROCEEDS OF ANY SUCH TAXES AND INVESTMENT INCOME THEREON BE COLLECTED AND SPENT BY THE TOWN AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, ARTICLE 1 OF TITLE 29, COLORADO REVISED STATUTES, OR ANY OTHER LAW?	Pass 52-48%
HAYDEN	REFERENDUM 2D SHALL THE TOWN OF HAYDEN'S TAXES BE INCREASED BY ONE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$143,500) IN FISCAL YEAR 2016 (FIRST FULL FISCAL YEAR DOLLAR INCREASE) AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER THROUGH THE IMPOSITION OF AN EXCISE TAX IN THE AMOUNT OF SEVEN AND ONE-HALF PERCENT (7.5%) IN 2016 AND UP TO FIFTEEN PERCENT (15%) THEREAFTER ON THE SALE OR TRANSFER OF MARIJUANA (BOTH MEDICAL AND RETAIL) BY A MARIJUANA CULTIVATION FACILITY AT THE AVERAGE MARKET RATE AT THE POINT OF SALE OR TRANSFER FROM THE CULTIVATION FACILITY, COMMENCING ON JANUARY 1, 2016; AND IN CONNECTION THEREWITH, SHALL THE FULL PROCEEDS OF SUCH TAX AT SUCH RATE AND ANY EARNINGS THEREON BE COLLECTED, RETAINED, AND SPENT, AS A VOTER-APPROVED REVENUE CHANGE WITHOUT LIMITATION OR CONDITION, AND WITHOUT LIMITING THE COLLECTION, RETENTION, OR SPENDING OF ANY OTHER REVENUES OR FUNDS BY THE TOWN OF HAYDEN UNDER ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?	Pass 62-38%
LEADVILLE	2A SHALL CITY OF LEADVILLE TAXES BE INCREASED, COMMENCING JANUARY 1, 2018, BY \$150,000 ANNUALLY IN THE FIRST FISCAL YEAR ENDING DECEMBER 31, 2018, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING A NEW EXCISE TAX OF 5% OF THE AVERAGE MARKET RATE AS DETERMINED BY THE COLORADO DEPARTMENT OF REVENUE WHEN UNPROCESSED RETAIL MARIJUANA IS FIRST SOLD OR TRANSFERRED BY A MARIJUANA CULTIVATION FACILITY; WITH THE RATE OF SUCH EXCISE TAX BEING ALLOWED TO BE DECREASED OR INCREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF SUCH TAX DOES NOT EXCEED 10%, AND SHALL ALL REVENUES DERIVED FROM SUCH EXCISE TAX BE COLLECTED AND SPENT, AS A VOTER APPROVED REVENUE CHANGE, NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATIONS CONTAINED IN ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION, ARTICLE 1 OF TITLE 29, COLORADO REVISED STATUTES, OR ANY OTHER LAW?	Pass 61-39%

LOG LANE VILLAGE	ZASHALL THE TOWN OF LOG LANE VILLAGE'S TAXES BE INCREASED BY five hundred thousand (\$500,000) ANNUALLY IN FISCAL YEAR 2016 (FIRST FULL FISCAL YEAR DOLLAR INCREASE) AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER THROUGH THE IMPOSITION OF AN EXCISE TAX IN THE AMOUNT OF ONE AND ONE HALF PERCENT (1.5%) ON THE FIRST SALE OR TRANSFER OF UNPROCESSED RETAIL MARIJUANA BY A RETAIL MARIJUANA CULTIVATION FACILITY AT THE AVERAGE MARKET RATE AT THE POINT OF SALE OR TRANSFER FROM THE CULTIVATION FACILITY, COMMENCING ON JANUARY1, 2016; AND IN CONNECTION THEREWITH, SHALL THE FULL PROCEEDS OF SUCH TAX AT SUCH RATE AND ANY EARNINGS THEREON BE COLLECTED, RETAINED, AND SPENT, AS A VOTER-APPROVEDREVENUE CHANGE WITHOUT LIMITATION OR CONDITION, AND WITHOUT LIMITING THE COLLECTION, RETENTION, OR SPENDING OF ANY OTHER REVENUES OR FUNDS BY THE TOWNOF LOG LANE VILLAGE UNDER ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?	Pass 58-42%
LYONS	2B SHALL TOWN OF LYONS TAXES BE INCREASED, COMMENCING JANUARY 1, 2016, BY \$270,000.00 ANNUALLY IN THE FIRST FISCAL YEAR ENDING DECEMBER 31, 2016, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING, A NEW EXCISE TAX OF 5% OF THE AVERAGE MARKET RATE AS DETERMINED BY THE COLORADO DEPARTMENT OF REVENUE WHEN RETAIL MARIJUANA IN ANY FORM IS FIRST SOLD OR TRANSFERRED BY A MARIJUANA CULTIVATION FACILITY OR MARIJUANA INFUSED PRODUCTS FACILITY; WITH THE RATE OF SUCH EXCISE TAX BEING ALLOWED TO BE DECREASED OR INCREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF SUCH TAX DOES NOT EXCEED 10%, AND SHALL ALL REVENUES DERIVED FROM SUCH EXCISE TAX BE COLLECTED AND SPENT, AS A VOTER APPROVED REVENUE CHANGE, NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATIONS CONTAINED IN ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION, ARTICLE 1 OF TITLE 29, COLORADO REVISED STATUTES, OR ANY OTHER LAW?	Pass 65-35%
MANITOU SPRINGS	2E SHALL THE CITY OF MANITOU SPRINGS, COLORADO BE PERMITTED TO RETAIN AND EXPEND \$ 57,993 IN EXCESS REVENUE RECEIVED BY THE CITY FROM THE CITY'S SPECIAL RETAIL MARIJUANA SALES TAX AS ORIGINALLY APPROVED BY THE VOTERS ON NOVEMBER 5, 2013, WHICH EXCESS REVENUE WOULD OTHERWISE BE REFUNDED BY A TEMPORARY REDUCTION IN THE CITY'S SPECIAL RETAIL MARIJUANA TAX, PURSUANT TO THE REQUIREMENTS OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?	Pass 84-16%
MILLIKEN (measure to allow failed)	Ballot Issue 2J SHALL THE TOWN OF MILLIKEN'S TAXES BE INCREASED BY \$50,000.00 BEGINNING IN 2016 (FIRST FULL FISCAL YEAR INCREASE) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER THROUGH THE LEVY OF AN OCCUPATION TAX UP TO \$10.00 FOR EACH SALES TRANSACTION BY ANY RETAILMARIJUANA STORE, ANY RETAIL MARIJUANA CULTIVATION FACILITY AND ANY RETAIL MARIJUANA PRODUCT MANUFACTURING FACILITY WITHIN THE TOWN; AND SHALL ALL REVENUES DERIVED FROM SUCH OCCUPATION TAX BE COLLECTED AND SPENT, AS A VOTER APPROVED REVENUE CHANGE, NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATIONS CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, ARTICLE 1 OF TITLE 29 OF THE COLORADO REVISED STATUTES OR ANY OTHER LAW?	Pass 54-46%
MOUNTAIN VIEW	2A SHALL THE TOWN OF MOUNTAIN VIEW RETAIN THE EXCESS REVENUE RECEIVED BY THE TOWN FOR FISCAL YEAR 2014 FROM THE TOWN'S RETAIL MARIJUANA SALES TAX AS ORIGINALLY APPROVED BY THE VOTERS ON NOVEMBER 5, 2013, AND SHALL SUCH RETAINED TAXES AND ANY INVESTMENT INCOME THEREON CONSTITUTE VOTER-APPROVED REVENUE CHANGES AND BE COLLECTED AND SPENT BY THE TOWN WITHOUT REGARD TO ANY EXPENDITURE, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?	Pass 71-29%
PARACHUTE	SHALL THE TOWN OF PARACHUTE'S TAXES BE INCREASED BY \$200,000.00 IN THE FIRST FULL FISCAL YEAR, BEGINNING JANUARY 1, 2016, AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING AN EXCISE TAX OF 5% ON UNPROCESSED RETAIL MARIJUANA ON THE DATE THAT IS FIRST SOLD OR TRANSFERRED FROM A RETAIL MARIJUANA CULTIVATION FACILITY TO A RETAIL MARIJUANA STORE, RETAIL MARIJUANA PRODUCT MANUFACTURING FACILITY, OR OTHER RETAIL MARIJUANA CULTIVATION FACILITY, WITH THE RESULTING EXCISE TAX RATE CAPABLE OF BEING LOWERED OR REVOKED IN THE SOLE DISCRETION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, WITH THE RESULTING TAX REVENUES ALLOWED TO BE COLLECTED, RETAINED AND SPENT BY THE TOWN AS A VOTER APPROVED REVENUE CHANGE NOTWITHSTANDING ANY APPLICABLE REVENUE OR EXPENDITURE LIMITATION IMPOSED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?	Pass 107-57
PUEBLO	QUESTION NO. 2B (EXCISE TAX ON MARIJUANA CULTIVATORS) SHALL THE CITY OF PUEBLO'S TAXES BE INCREASED BY \$850,000 ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) BEGINNING JANUARY 1, 2016 AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER, THROUGH THE ADOPTION OF ORDINANCE NO. 8903 IMPOSING AN EXCISE TAX OF 8.0 % WHEN UNPROCESSED RETAIL MARIJUANA IS FIRST SOLD OR TRANSFERRED BY A RETAIL MARIJUANA CULTIVATION FACILITY WITH THE RATE OF THE TAX BEING ALLOWED TO BE DECREASED OR INCREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF THE TAX DOES NOT EXCEED 15.0 % AND SHALL ALL REVENUES DERIVED FROM SUCH TAX BE COLLECTED, RETAINED AND SPENT, NOTWITHSTANDING ANY LIMITATIONS PROVIDED BY LAW, AS A VOTER APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW AND ALLOWING SUCH REVENUE TO BE EXPENDED AS THE CITY COUNCIL SHALL DETERMINE?	Pass 12750-8737
SOUTH FORK (measure to allow failed)	2. SHALL THE TOWN OF SOUTH FORK TAXES BE INCREASED BY AN ESTIMAED FIFTY THOUSAND DOLLARS (\$50,000.00) PER YEAR COMMENCING JANUARY 1, 2016 AND ENDING DECEMBER 31, 2016, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING AN ADDITIONAL SALES TAX OF FIVE PERCENT (5%) OF THE PRICE PAID BY THE PURCHASER OF ANY MARIJUANA PRODUCT EFFECTIVE JANUARY 1, 2016, ON THE AUTHORIZED (UNDER STATE LAW) RETAIL SALE OF MARIJUANA WITHIN THE TOWN OF SOUTH FORK IN ANY FORM, INCLUDING BUT NOT LIMITED TO, MARIJUANA PRODUCTS AS DEFINED BY STATE LAW, WITH THE RATE OF SUCH TAX BEING ALLOWED TO BE DECREASED OR INCREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF THE TAX DOES NOT EXCEED TEN PERCENT (10%) AND SHALL THE TOWN BE AUTHORIZED TO COLLECT AND SPEND SUCH REVENUE AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?	Pass 126-82

STERLING	IF BALLOT QUESTION NO. 300 APPROVING THE ALLOWANCE OF THE OPERATION OF MARIJUANA CULTIVATION FACILITIES, MARIJUANA PRODUCT MANUFACTURING FACILITIES, MARIJUANA TESTING FACILITIES, AND RETAIL MARIJUANA STORES IN THE CITY OF STERLING, IS PASSED BY THE VOTERS, SHALL CITY OF STERLING TAXES BE INCREASED BY \$600,000.00 FOR THE FIRST FULL FISCAL YEAR (2016), AND ANNUALLY THEREAFTER BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY THE IMPOSITION OF AN EXCISE TAX OF 15 PERCENT IN 2016, AND THEREAFTER ON THE CULTIVATION FACILITY AT THE AVERAGE MARKET RATE AT THE POINT OF TRANSFER FROM THE CULTIVATION FACILITY, AND AN ADDITIONAL SALES AND USE TAX OF 5 PERCENT IN 2016, AND THEREAFTER, WITH THE RATE OF SUCH TAX BEING ALLOWED TO BE DECREASED OR INCREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF THE TAX DOES NOT EXCEED 10 PERCENT ON RECREATIONAL MARIJUANA AS PROVIDED IN SAID BALLOT QUESTION NO. 300, WITH THE RESULTING REVENUES FROM THE EXCISE AND SALES AND USE TAX TO BE USED TO PAY OR REIMBURSE THE CITY FOR DIRECT AND INDIRECT COSTS INCURRED OR EXPENDED BY THE CITY RELATED TO THE REGULATION OF THE USE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, AND FOR OTHER GENERAL PURPOSES OF THE CITY; AND IN CONNECTION THEREWITH, SHALL THE FULL PROCEEDS OF SUCH TAXES AT SUCH RATES AND ANY EARNINGS THEREON BE COLLECTED, RETAINED, AND SPENT, AS A VOTER-APPROVED REVENUE CHANGE WITHOUT LIMITATION OR CONDITION, AND WITHOUT LIMITING THE COLLECTION, RETENTION, OR SPENDING OF ANY OTHER REVENUES OR FUNDS BY THE CITY OF STERLING UNDER ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?	Fail 1375-1173
Spring 2016		
BLANCA	SHALL THE TOWN OF BLANCA'S TAXES BE INCREASED BY \$50,000 IN THE FIRST FULL FISCAL YEAR, BEGINNING MAY 1, 2016, AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING AN EXCISE TAX OF 5.0% OF THE AVERAGE MARKET RATE OF UNPROCESSED RETAIL MARIJUANA ON THE DATE THAT IT IS FIRST SOLD OR TRANSFERRED FROM A RETAIL MARIJUANA CULTIVATION FACILITY TO A RETAIL MARIJUANA STORE OR RETAIL MARIJUANA PRODUCTS MANUFACTURER, WITH THE RESULT CAPABLE OF BEING INCREASED, LOWERED OR REVOKED AT THE SOLE DISCRETION OF THE BOARD OF TRUSTEES OF THE TOWN OF BLANCA SO LONG AS THE RATE OF TAXATION DOES NOT EXCEED 5.0 %, WITH THE RESULTING TAX REVENUES ALLOWED TO BE COLLECTED AND SPENT TO FUND THE ENFORCEMENT OF REGULATIONS ON THE MARIJUANA CULTIVATION AND INFUSED PRODUCT INDUSTRY AND FOR THE PURPOSE OF FUNDING MUNICIPAL SERVICES AND OTHER MUNICIPAL PURPOSES, AS A VOTER APPROVED REVENUE CHANGE, NOTWITHSTANDING ANY OTHER LIMITATIONS PROVIDED BY LAW OR CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?	Pass 33-8
CRESTONE	SHALL THE TOWN OF CRESTONE 'S TAXES BE INCREASED BY AN ESTIMATED FIFTY THOUSAND DOLLARS (\$50,000) PER YEAR COMMENCING APRIL 5, 2016 AND ENDING DECEMBER 31, 2016, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, THROUGH THE ADOPTION OF A RETAIL MARIJUANA STORE TAX AT THE RATE OF 5% ON THE PRICE PAID FOR THE PURCHASE OF RETAIL MARIJUANA AND MARIJUANA INFUSED PRODUCTS, WITH SUCH REVENUE TO BE USED FOR THE ADDITIONAL COSTS INCURRED FOR ADEQUATE ENFORCEMENT AND ADMINISTRATION OF RETAIL MARIJUANA REGULATIONS AND OTHER GENERAL PURPOSES OF THE TOWN; AND SHALL ALL REVENUES DERIVED FROM SUCH RETAIL MARIJUANA TAX BE COLLECTED AND SPENT AS A VOTER APPROVED REVENUE CHANGE , NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATIONS CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?	Pass 30-13
HOTCHKISS	2C BEGINNING JANUARY 1 017, SHALL THE TOWN OF HOTCHKISS TAXES BE INCREASE BY ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) IN THE FIRST FULL FISCAL YEAR AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING AN ADDITIONAL SALES TAX OF TWO PERCENT (2%) ON THE SALE OF RETAIL AND MEDICAL MARIJUANA AND RETAIL AND MEDICAL MARIJUANA PRODUCTS, WITH THE RATE OF SUCH TAX BEING ALLOWED TO BE DECREASED OR INCREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF THE TAX DOES NOT EXCEED TEN PERCENT(10%), ONLY IN THE EVENT THAT SUCH FACILITIES ARE PERMITTED IN THE TOWN OF HOTCHKISS BASED UPON AN AFFIRMATIVE VOTE OF THE QUALIFIED ELECTORS OF THE TOWN OF HOTCHKISS, AND WITH THE RESULTING TAX REVENUE BEING ALLOWED TO BE COLLECTED AND SPENT BY THE TOWN OF HOTCHKISS WITHOUT REGARD TO ANY EXPENDITURE, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?	Pass 185-102
PONCHA SPRINGS (measure to allow failed)	SHALL THE TOWN OF PONCHA SPRINGS TAXES BE INCREASED BY \$50,000.00 ANNUALLY IN THE FIRST FULL FISCAL YEAR AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER THROUGH THE IMPOSITION AND ASSESSMENT OF AN ADDITIONAL SALES TAX IN THE AMOUNT OF FIVE PERCENT (5%) ON THE SALE OF MEDICAL MARIJUANA, MEDICAL MARIJUANA INFUSED PRODUCTS, RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS AND AN EXCISE TAX IN THE AMOUNT OF FIVE PERCENT (5%) ON THE CASH VALUE OF THE TRANSACTION ON THE SALE BY A RETAIL MARIJUANA PRODUCTS MANUFACTURING FACILITY TO A LICENSED MARIJUANA ESTABLISHMENT OUTSIDE THE TOWN OF PONCHA SPRINGS, AND SHALL ALL REVENUES DERIVED FROM SUCH TAX COLLECTED BE SPENT TO DEFRAY COSTS INCURRED IN REGULATING THE MARIJUANA INDUSTRY, FUNDING SOCIAL, RECREATIONAL, AND EDUCATIONAL PROGRAMS WITHIN THE COMMUNITY AS MAY BE DETERMINED BY THE TOWN INCLUDING SUBSTANCE ABUSE PREVENTION, EDUCATION AND COUNSELING PROGRAMS, AND TO PROMOTE THE GENERAL PURPOSES OF THE TOWN OF PONCHA SPRINGS AS A VOTER APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE REVENUE AND SPENDING LIMITS OF ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION?	Pass 138-102
SEDGWICK	SHALL TOWN OF SEDGWICK TAXES BE INCREASED BY \$500,000 (FIRST FULL FISCAL YEAR INCREASE) AND ANNUALLY THEREAFTER IN SUCH AMOUNTS AS ARE RECEIVED EACH YEAR THROUGH THE IMPOSITION OF AN EXCISE TAX IN THE AMOUNT OF TWO PERCENT (2%) ON THE FIRST SALE OR TRANSFER OF UNPROCESSED RETAIL MARIJUANA BY A RETAIL MARIJUANA CULTIVATION FACILITY AT THE AVERAGE MARKET RATE AT THE POINT OF SALE OR TRANSFER FROM THE CULTIVATION FACILITY, COMMENCING ON JULY 1, 2016, WHICH IF APPROVED, SHALL REPLACE THE OCCUPATION TAX LEVIED ON SALES OR TRANSFERS OF RETAIL MARIJUANA BY RETAIL MARIJUANA CULTIVATION FACILITIES, AND WITH ALL REVENUES DERIVED FROM SUCH TAX TO BE COLLECTED, RETAINED AND SPENT FOR ANY LAWFUL MUNICIPAL PURPOSE; AND SHALL THE TOWN BE PERMITTED TO COLLECT, RETAIN AND EXPEND ALL REVENUES DERIVED FROM SUCH EXCISE TAX AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?	Pass 29-3

SILVER CLIFF

Issue B: SHALL THE TAXES OF THE TOWN OF SILVER CLIFF BE INCREASED BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING AN ADDITIONAL SALES TAX OF 10 % ON THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS AND AN EXCISE TAX OF 10 % OF THE AVERAGE MARKET RATE OF UNPROCESSED RETAIL MARIJUANA ON THE DATE THAT IT IS FIRST SOLD OR TRANSFERRED FROM A MARIJUANA CULTIVATION FACILITY TO A RETAIL MARIJUANA FACILITY OR MARIJUANA PRODUCT MANUFACTURING FACILITY, ONLY IN THE EVENT THAT SUCH FACILITIES ARE PERMITTED IN THE TOWN OF SILVER CLIFF BASED UPON AN AFFIRMATIVE VOTE OF THE QUALIFIED ELECTORS OF THE TOWN OF SILVER CLIFF, WITH THE RESULTING SALES OR EXCISE TAX RATES BEING CAPABLE OF BEING LOWERED OR REVOKED IN THE SOLE DISCRETION OF THE TOWN OF SILVER CLIFF BOARD OF TRUSTEES, WITH THE RESULTING TAX REVENUES ALLOWED TO BE COLLECTED AND SPENT, NOTWITHSTANDING ANY OTHER LIMITATIONS PROVIDED BY LAW?

Pass 164-115



Excise 23

Excise Tax on Retail Marijuana

GENERAL INFORMATION

Retail marijuana is subject to a 15% excise tax on the average market price of retail marijuana. § 39-28.8-302, C.R.S. For bud, trim, and wet whole plant, the excise tax is imposed on the first sale or transfer from a retail marijuana cultivation facility to a retail marijuana store, retail marijuana product manufacturing facility or to another retail marijuana cultivation facility. For seeds and immature plants, the excise tax is imposed on the first sale or transfer from a retail marijuana cultivation facility to a retail marijuana store or retail marijuana product manufacturing facility.

The tax shall be calculated on the basis of the category of the retail marijuana product (i.e., bud, trim, wet whole plant, immature plant, or seed) being sold or transferred.

For example, the total weight of all trim sold or transferred shall be multiplied by the average market rate for trim, and the result shall be multiplied by 15% to arrive at the amount of excise tax due.

In the case of a sale or transfer of concentrate created by a retail marijuana cultivation facility, the tax can be calculated either by

1. (If a wet whole plant was used to create the concentrate) using the total weight of wet whole plant multiplied by the average market rate for wet whole plant and the result shall be multiplied by 15%, or
2. (if trimmed retail marijuana was used to create the concentrate) multiplying the weight of the trim that was used to create the concentrate by the average market rate for trim, adding that result to the amount of bud used to create the concentrate multiplied by the average market rate for bud, and multiplying that sum by 15% to arrive at the amount of tax due

If any medical marijuana is transferred to a retail marijuana cultivation facility, the subsequent sale or transfer from the retail marijuana cultivation facility to a retail marijuana store, a retail marijuana products manufacturing facility or another retail marijuana cultivation facility, including but not limited to a transfer from the retail marijuana cultivation facility to another retail marijuana establishment under common ownership with the retail marijuana cultivation facility, is subject to the retail marijuana excise tax.

If a city or county imposes an excise tax on retail marijuana, that excise tax should be reported and remitted directly to that city or county.

Medical marijuana is not subject to the 15% retail marijuana state excise tax.

For additional information, visit the Colorado Taxation Division web site, www.TaxColorado.com.

OTHER TAX REQUIREMENTS

Retail marijuana and retail marijuana-infused products are also subject to sales tax. For information on retail marijuana sales tax see FYI Sales 93, Sales Tax on Marijuana.

AVERAGE MARKET RATE

The department will determine the average market price of bud, trim, wet whole plant, immature plant, and seeds twice a year to be effective each January 1 and July 1. The average market price can be found at www.TaxColorado.com.

SALES TAX LICENSE REQUIREMENTS

A sales tax license or wholesale tax license is required for each marijuana cultivation facility. If a cultivation facility is owned by and located at the same address as the retail marijuana store or dispensary and the retail store already has a retail sales tax license, no additional sales tax license is required for the marijuana cultivation facility. If the marijuana cultivation facility's location is not at the same address as the dispensary, a wholesale sales license is required.

FILING REQUIREMENTS

Retail marijuana excise tax must be reported electronically through Revenue Online. The Retail Marijuana Excise Tax is due the 20th of each month for transfers or sales made in the previous month. **A return must be filed even if no sales or transfers were made or if no tax is due for the period. Returns with a “zero” tax must be filed to avoid non-filer notices and penalty assessments.** The Retail Marijuana Excise Tax Return is filed on Revenue Online at www.Colorado.gov/RevenueOnline.

EXEMPTIONS

There are no exemptions for retail marijuana excise tax.

PENALTY AND INTEREST

Cultivators who neglect or refuse to file a marijuana excise tax return or who fail to pay the marijuana excise tax by the due date will be assessed a penalty. Interest is due on missing and late payments of the retail marijuana excise tax.

CREDITS/REFUNDS

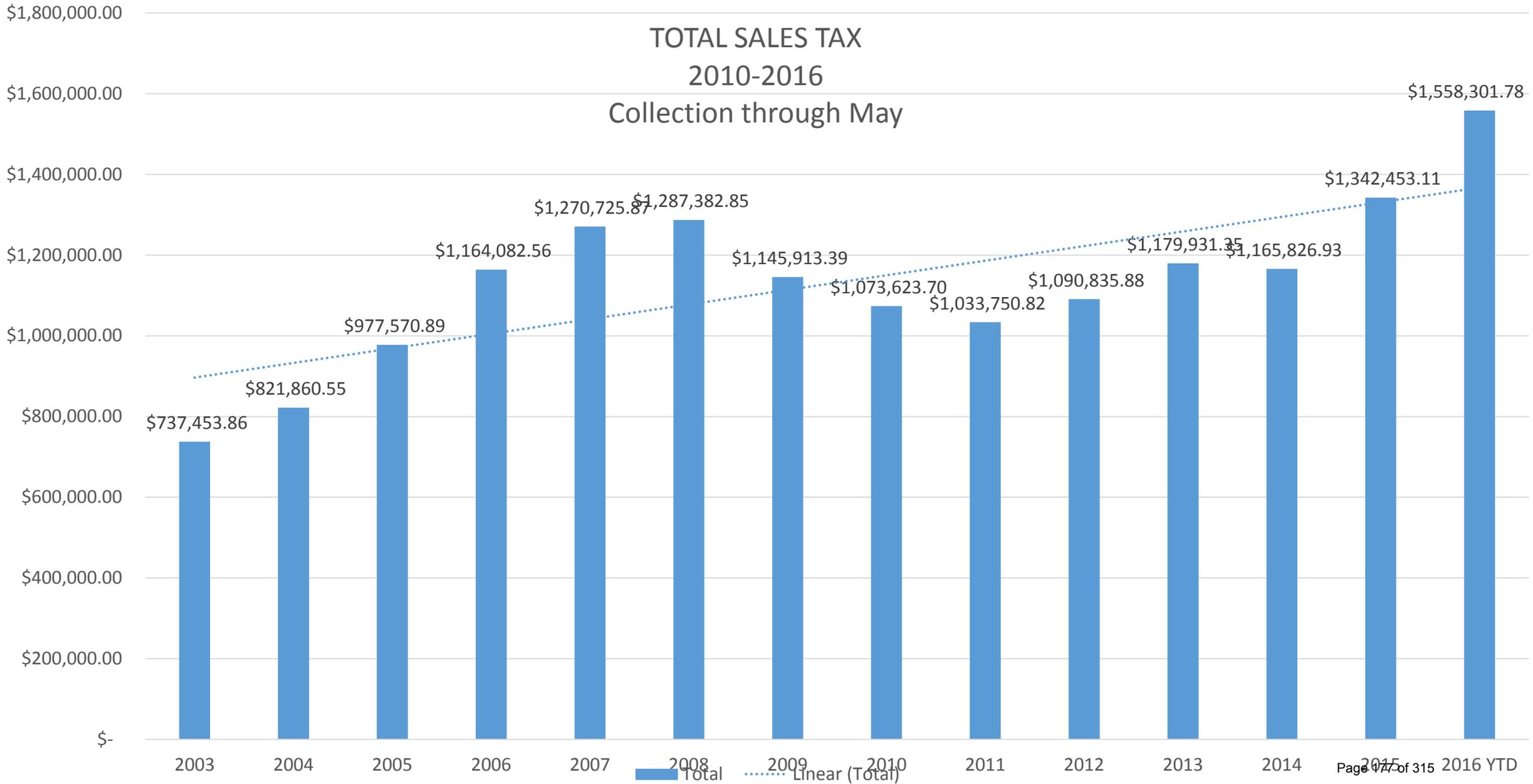
If credit exceeds tax due, a Claim for Refund (DR 0137) must be submitted to request a refund.

RECORDKEEPING REQUIREMENT

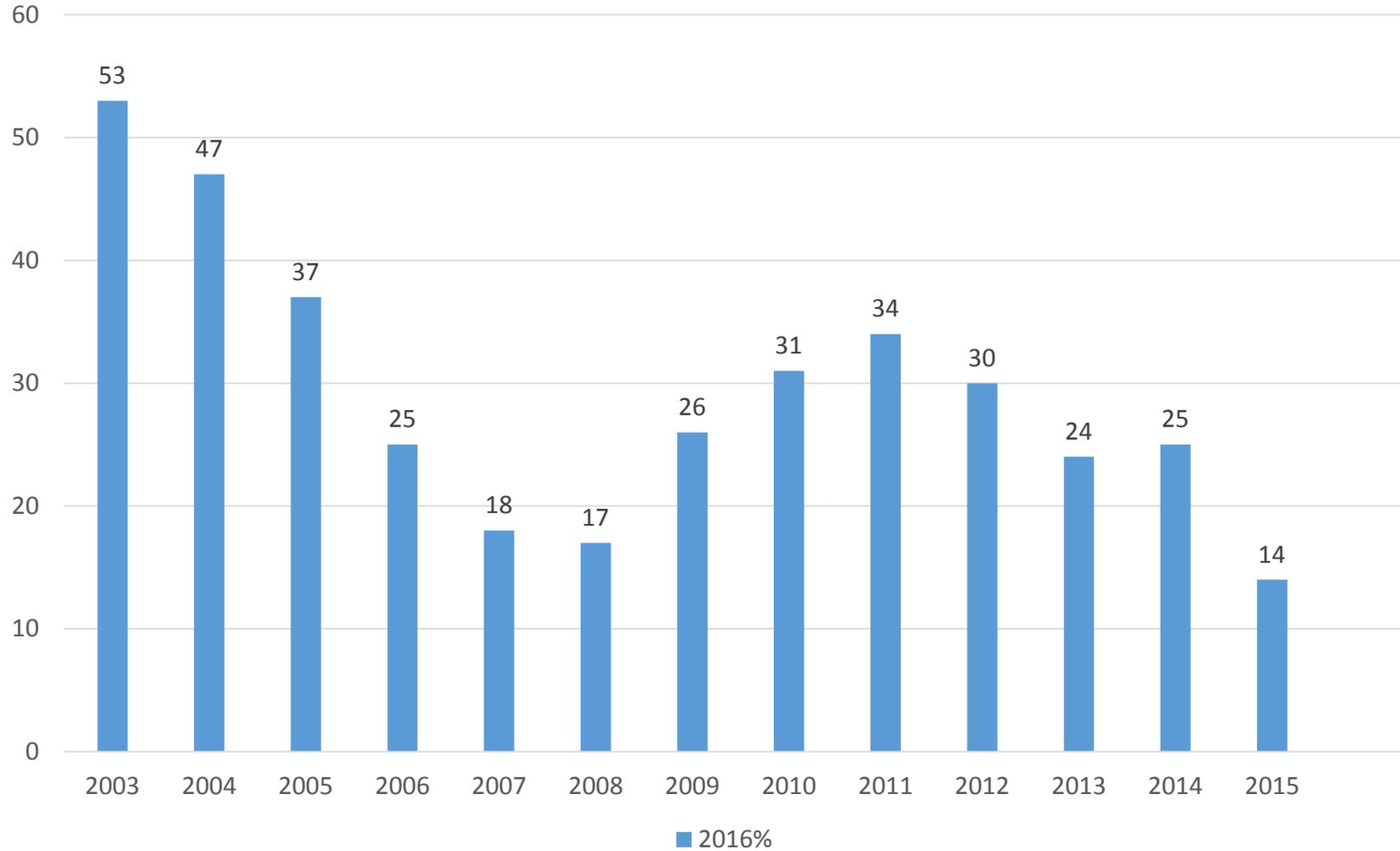
Colorado law requires that every retail marijuana cultivation facility keep at each licensed place of business complete and accurate records for that place of business for at least four years after filing.

FYIs provide general information concerning a variety of Colorado tax topics in simple and straightforward language. Although the FYIs represent a good faith effort to provide accurate and complete tax information, the information is not binding on the Colorado Department of Revenue, nor does it replace, alter, or supersede Colorado law and regulations. The Executive Director, who by statute is the only person having the authority to bind the Department, has not formally reviewed and/or approved these FYIs.

TOTAL SALES TAX 2010-2016 Collection through May



2016 Sales Tax % over Previous Years

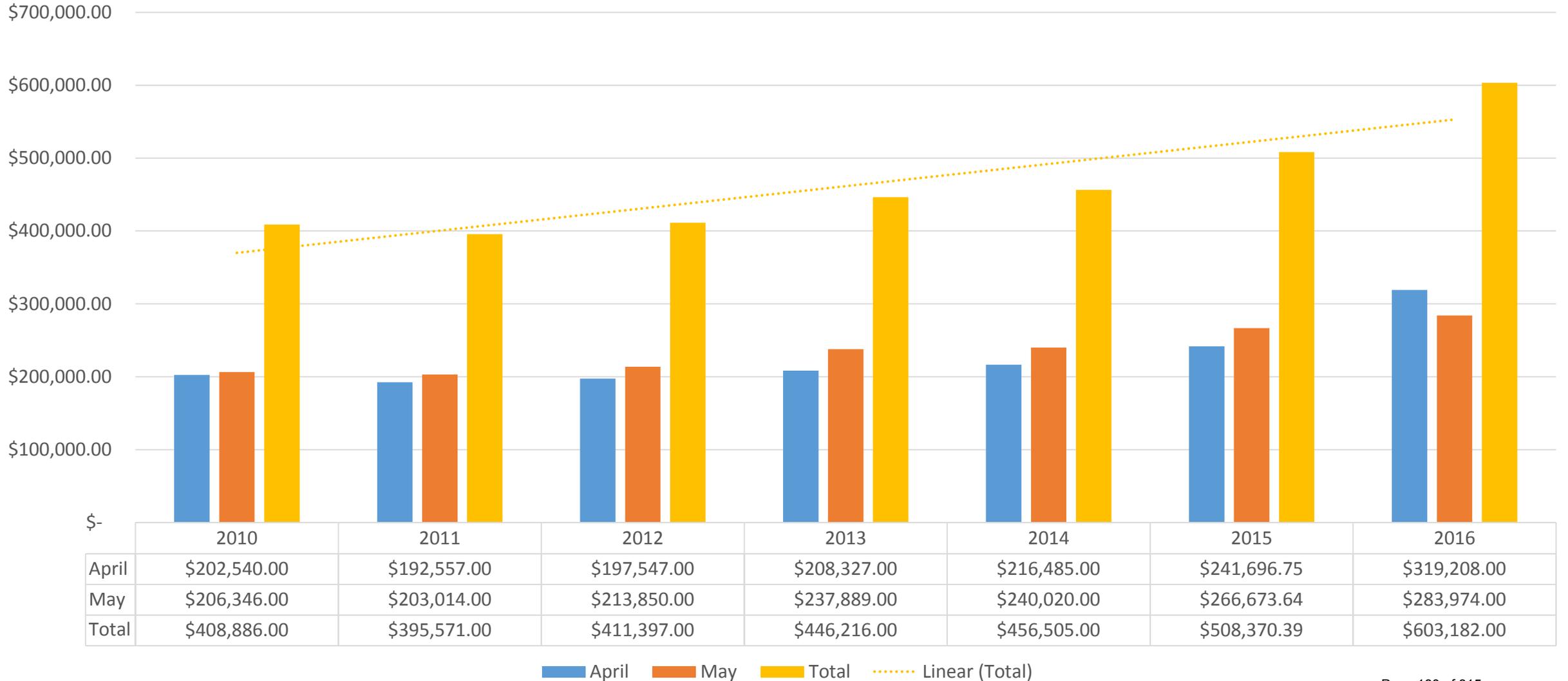


TOTAL SALES TAX FIRST QUARTER 2010-2016

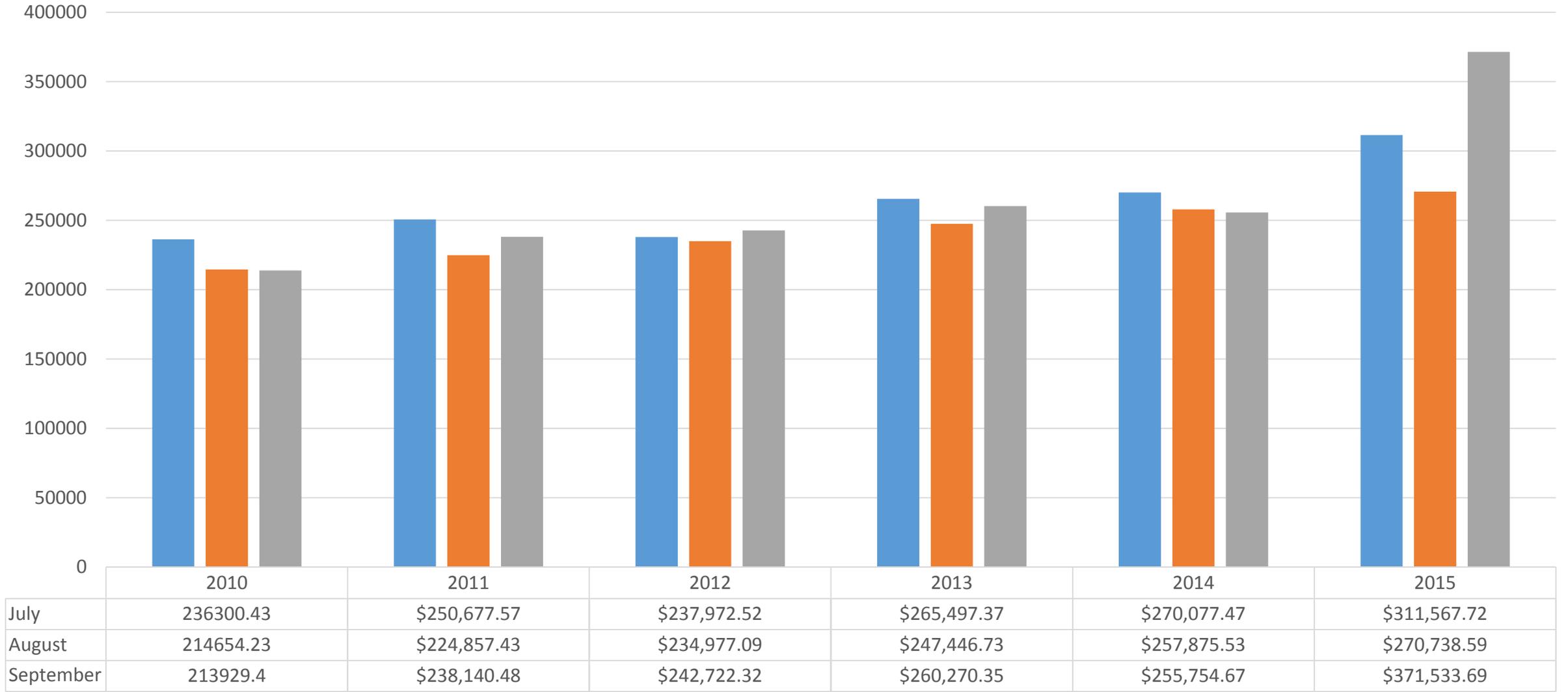


■ January
 ■ February
 ■ March
 ■ Total
 ⋯ Linear (Total)

TOTAL SALES TAX SECOND QUARTER Through May 2010-2016

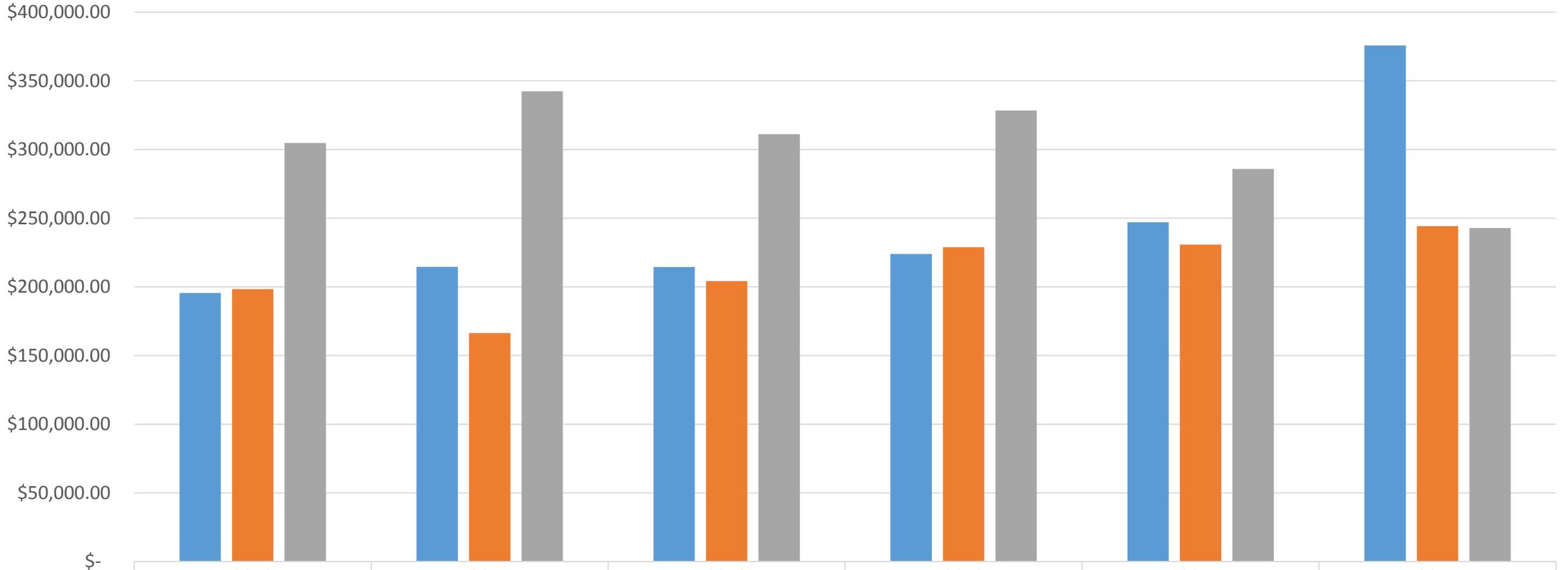


TOTAL SALES TAX THIRD QUARTER 2010-2015



■ July ■ August ■ September

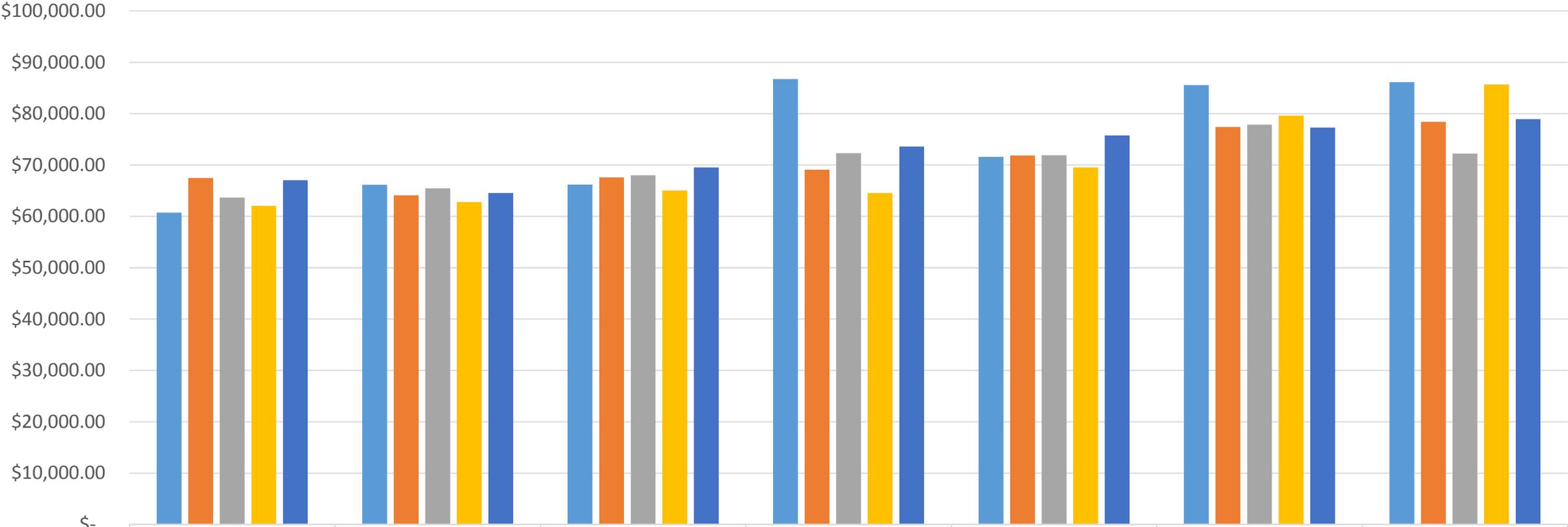
TOTAL SALES TAX FOURTH QUARTER 2010-2015



	2010	2011	2012	2013	2014	2015
October	\$195,480.05	\$214,590.69	\$214,456.06	\$223,936.17	\$247,123.44	\$375,752.51
November	\$198,393.49	\$166,431.44	\$204,145.99	\$228,932.05	\$230,758.18	\$244,155.23
December	\$304,791.25	\$342,428.26	\$311,262.85	\$328,482.96	\$285,856.44	\$242,845.61

■ October
 ■ November
 ■ December

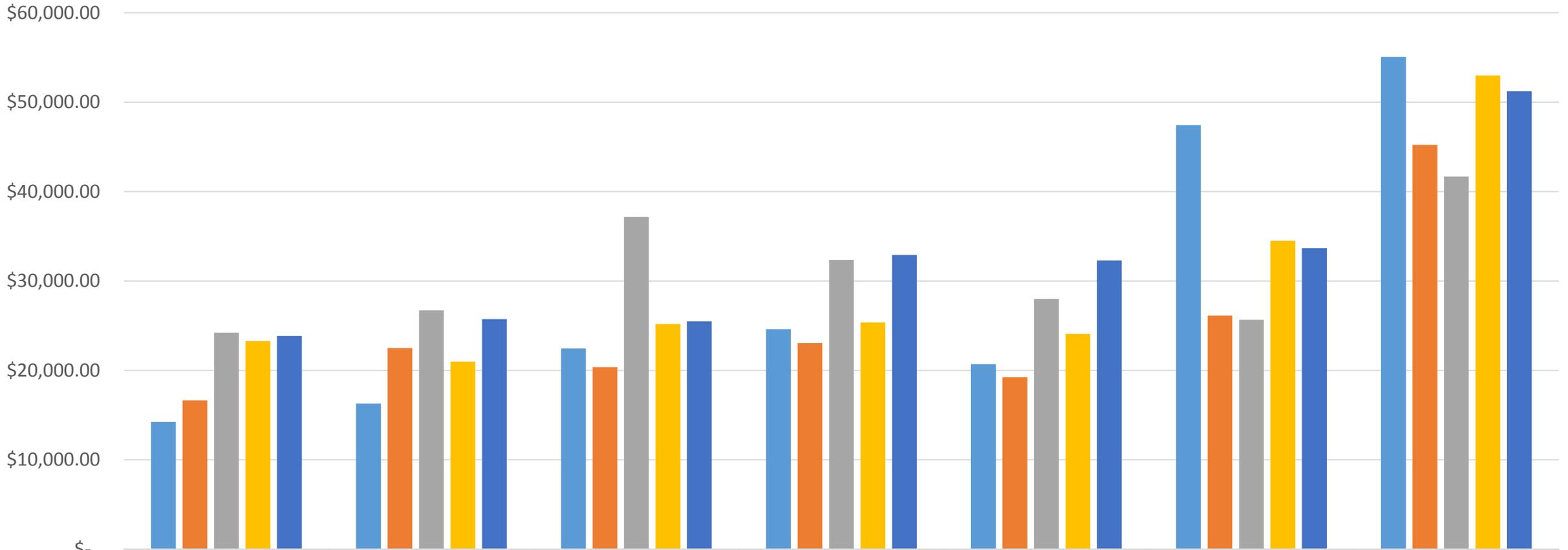
FOOD MONTHLY COLLECTIONS 2010-2016



	2010	2011	2012	2013	2014	2015	2016
JANUARY	\$60,730.00	\$66,155.00	\$66,194.00	\$86,725.00	\$71,583.00	\$85,573.00	\$86,145.62
FEBRUARY	\$67,476.00	\$64,082.00	\$67,585.00	\$69,103.00	\$71,851.00	\$77,416.00	\$78,399.58
MARCH	\$63,641.00	\$65,456.00	\$68,014.00	\$72,322.00	\$71,916.00	\$77,836.00	\$72,233.11
APRIL	\$62,031.00	\$62,782.00	\$65,036.00	\$64,545.00	\$69,512.00	\$79,620.00	\$85,676.83
MAY	\$67,022.00	\$64,549.00	\$69,544.00	\$73,578.00	\$75,773.00	\$77,294.00	\$78,933.25

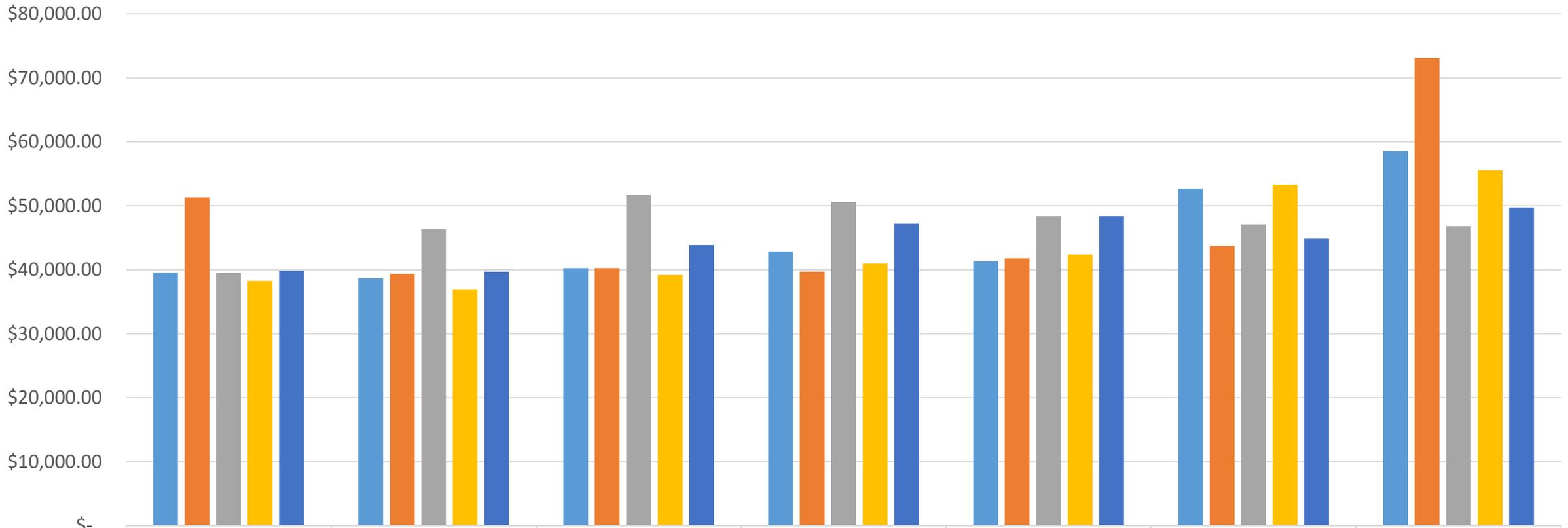
■ JANUARY
 ■ FEBRUARY
 ■ MARCH
 ■ APRIL
 ■ MAY

RETAIL MONTHLY COLLECTIONS 2010-2016



	2010	2011	2012	2013	2014	2015	2016
JANUARY	\$14,236.00	\$16,272.00	\$22,462.00	\$24,611.00	\$20,702.00	\$47,431.00	\$55,077.19
FEBRUARY	\$16,642.00	\$22,507.00	\$20,377.00	\$23,060.00	\$19,241.00	\$26,127.00	\$45,240.02
MARCH	\$24,216.00	\$26,723.00	\$37,149.00	\$32,362.00	\$27,988.00	\$25,674.00	\$41,670.81
APRIL	\$23,276.00	\$20,996.00	\$25,182.00	\$25,366.00	\$24,071.00	\$34,488.00	\$52,985.81
MAY	\$23,858.00	\$25,723.00	\$25,480.00	\$32,904.00	\$32,293.00	\$33,675.00	\$51,212.25

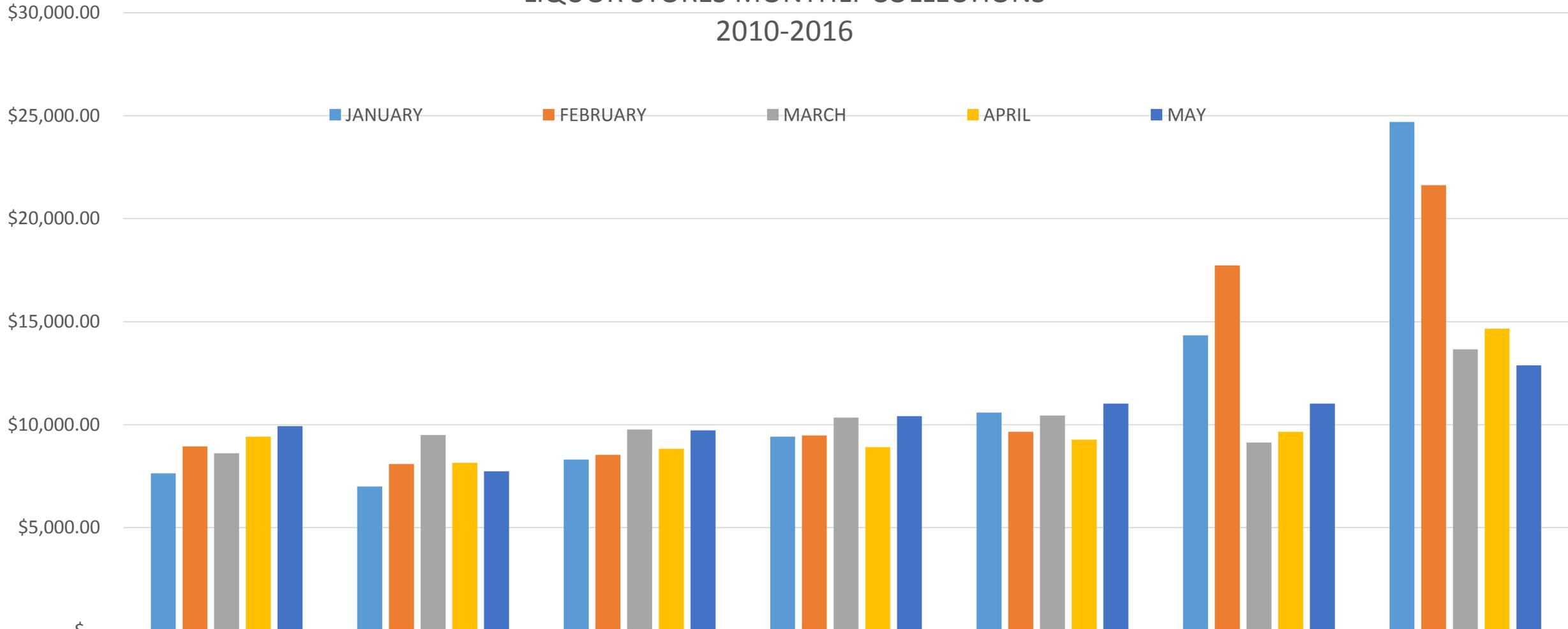
RESTAURANTS & BARS MONTHLY COLLECTIONS 2010-2016



	2010	2011	2012	2013	2014	2015	2016
JANUARY	\$39,545.00	\$38,666.00	\$40,261.00	\$42,853.00	\$41,325.00	\$52,665.00	\$58,541.55
FEBRUARY	\$51,320.00	\$39,355.00	\$40,245.00	\$39,694.00	\$41,778.00	\$43,721.00	\$73,101.75
MARCH	\$39,527.00	\$46,371.00	\$51,693.00	\$50,562.00	\$48,369.00	\$47,095.00	\$46,810.54
APRIL	\$38,235.00	\$36,956.00	\$39,201.00	\$40,984.00	\$42,367.00	\$53,291.00	\$55,522.85
MAY	\$39,836.00	\$39,709.00	\$43,858.00	\$47,178.00	\$48,384.00	\$44,855.00	\$49,713.58

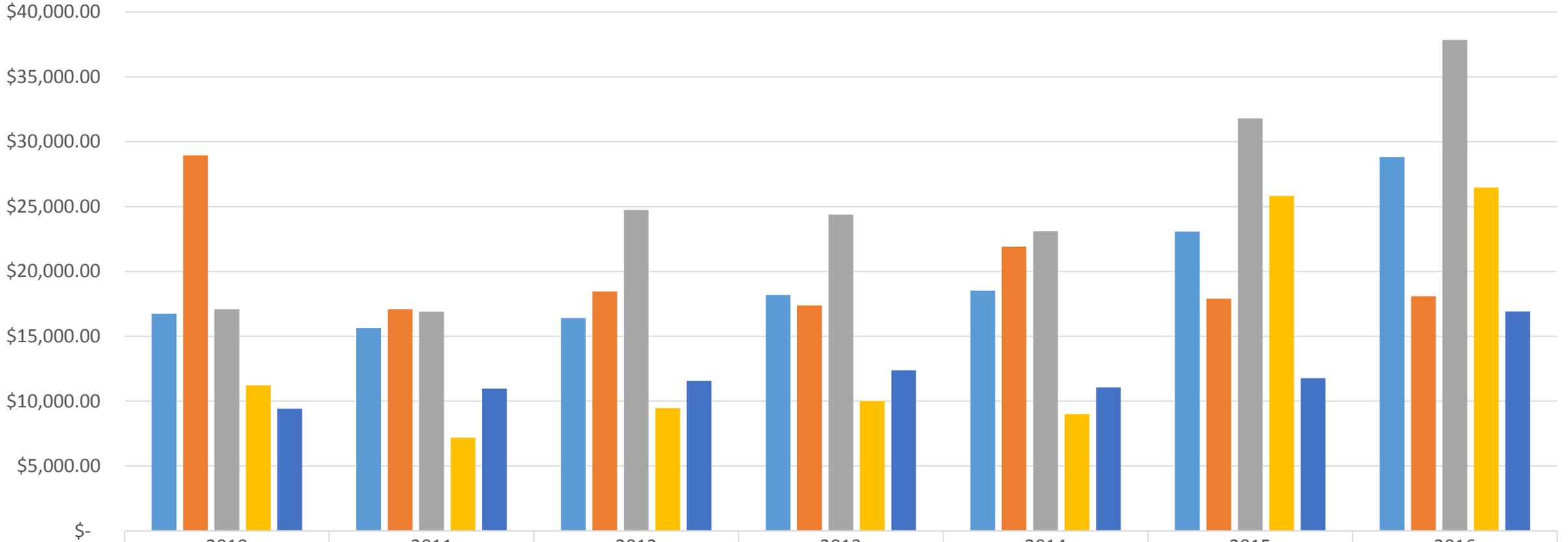
■ JANUARY
 ■ FEBRUARY
 ■ MARCH
 ■ APRIL
 ■ MAY

LIQUOR STORES MONTHLY COLLECTIONS 2010-2016



	2010	2011	2012	2013	2014	2015	2016
JANUARY	\$7,635.00	\$7,000.00	\$8,306.00	\$9,423.00	\$10,585.00	\$14,340.00	\$24,694.02
FEBRUARY	\$8,947.00	\$8,090.00	\$8,537.00	\$9,477.00	\$9,652.00	\$17,734.00	\$21,628.20
MARCH	\$8,614.00	\$9,493.00	\$9,767.00	\$10,339.00	\$10,441.00	\$9,129.00	\$13,654.00
APRIL	\$9,421.00	\$8,145.00	\$8,829.00	\$8,909.00	\$9,268.00	\$9,656.00	\$14,662.00
MAY	\$9,932.00	\$7,733.00	\$9,727.00	\$10,415.00	\$11,026.00	\$11,022.00	\$12,881.00

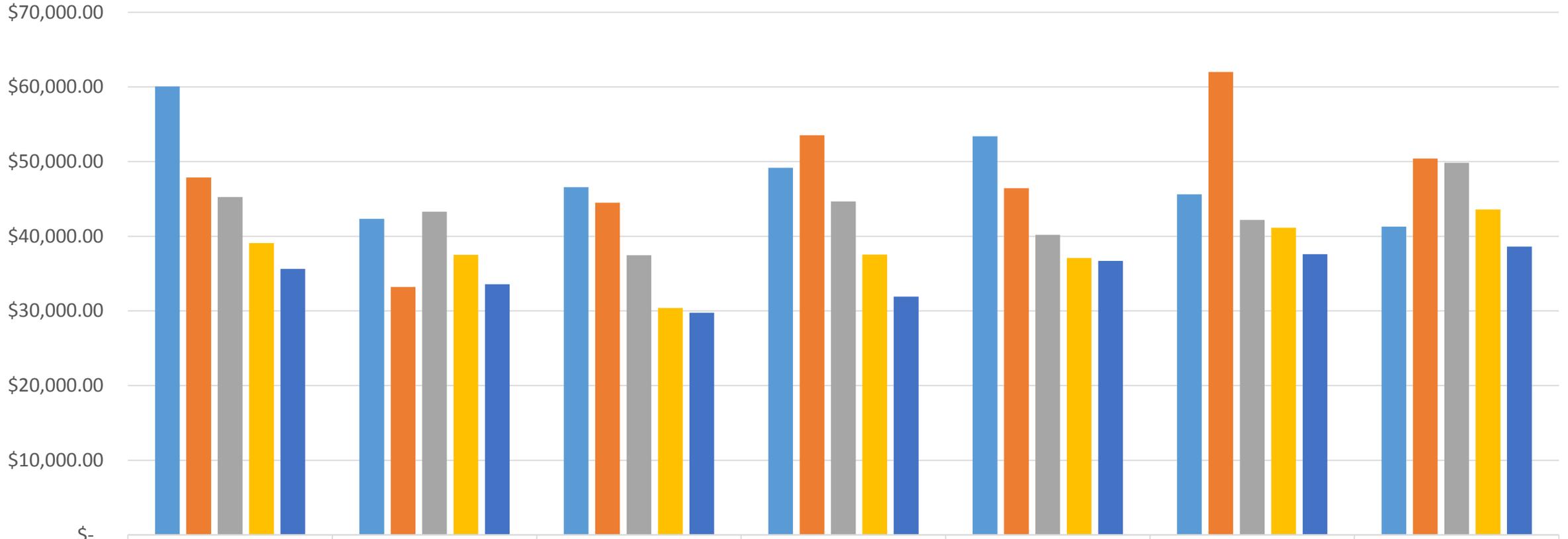
LODGING MONTHLY COLLECTIONS 2010-2016



	2010	2011	2012	2013	2014	2015	2016
JANUARY	\$16,734.00	\$15,638.00	\$16,409.00	\$18,182.00	\$18,518.00	\$23,076.00	\$28,827.69
FEBRUARY	\$28,941.00	\$17,084.00	\$18,454.00	\$17,381.00	\$21,907.00	\$17,905.00	\$18,085.00
MARCH	\$17,083.00	\$16,898.00	\$24,722.00	\$24,386.00	\$23,100.00	\$31,804.00	\$37,848.94
APRIL	\$11,220.00	\$7,183.00	\$9,461.00	\$10,013.00	\$9,002.00	\$25,827.00	\$26,460.00
MAY	\$9,424.00	\$10,963.00	\$11,567.00	\$12,381.00	\$11,052.00	\$11,778.00	\$16,908.00

■ JANUARY
 ■ FEBRUARY
 ■ MARCH
 ■ APRIL
 ■ MAY

UTILITIES MONTHLY COLLECTIONS 2010-2016



	2010	2011	2012	2013	2014	2015	2016
JANUARY	\$60,063.00	\$42,338.00	\$46,572.00	\$49,162.00	\$53,397.00	\$45,617.00	\$41,287.19
FEBRUARY	\$47,876.00	\$33,217.00	\$44,489.00	\$53,514.00	\$46,429.00	\$61,996.00	\$50,409.27
MARCH	\$45,241.00	\$43,295.00	\$37,467.00	\$44,654.00	\$40,195.00	\$42,187.00	\$49,844.23
APRIL	\$39,090.00	\$37,506.00	\$30,402.00	\$37,527.00	\$37,077.00	\$41,130.00	\$43,599.62
MAY	\$35,622.00	\$33,564.00	\$29,757.00	\$31,920.00	\$36,687.00	\$37,586.00	\$38,601.01

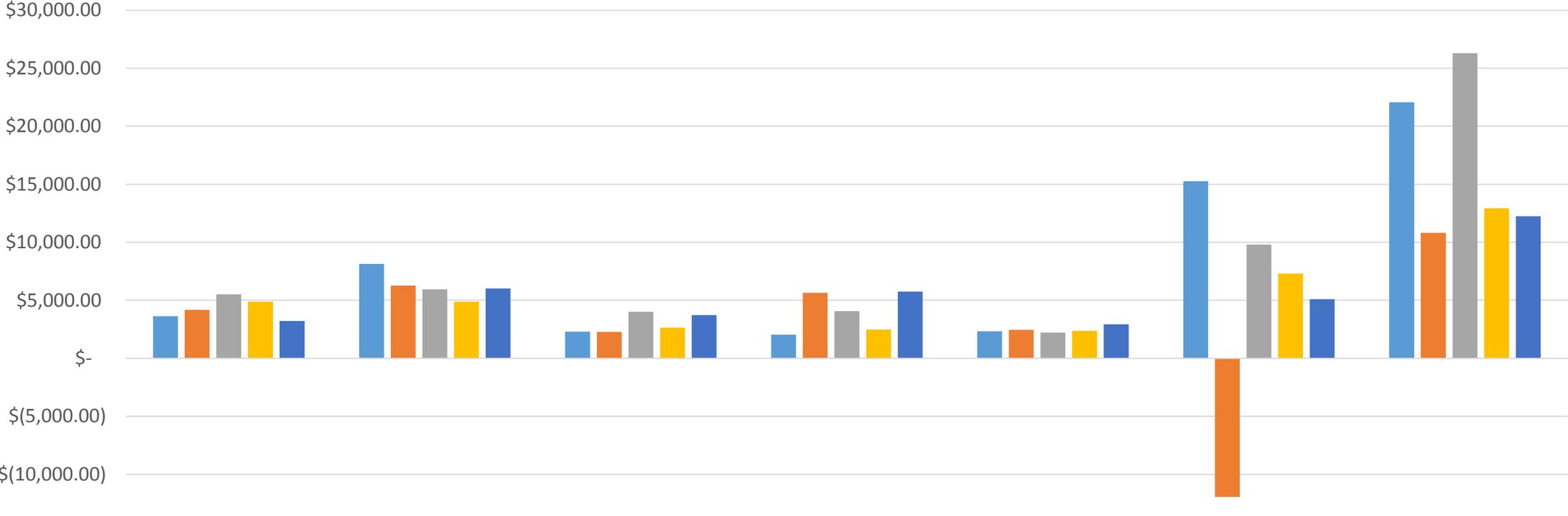
■ JANUARY
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 ■ MARCH
 ■ APRIL
 ■ MAY

AUTOMOTIVE MONTHLY COLLECTIONS 2010-2016



■ JANUARY
 ■ FEBRUARY
 ■ MARCH
 ■ APRIL
 ■ MAY

MISCELLANEOUS MONTHLY COLLECTIONS 2010-2016



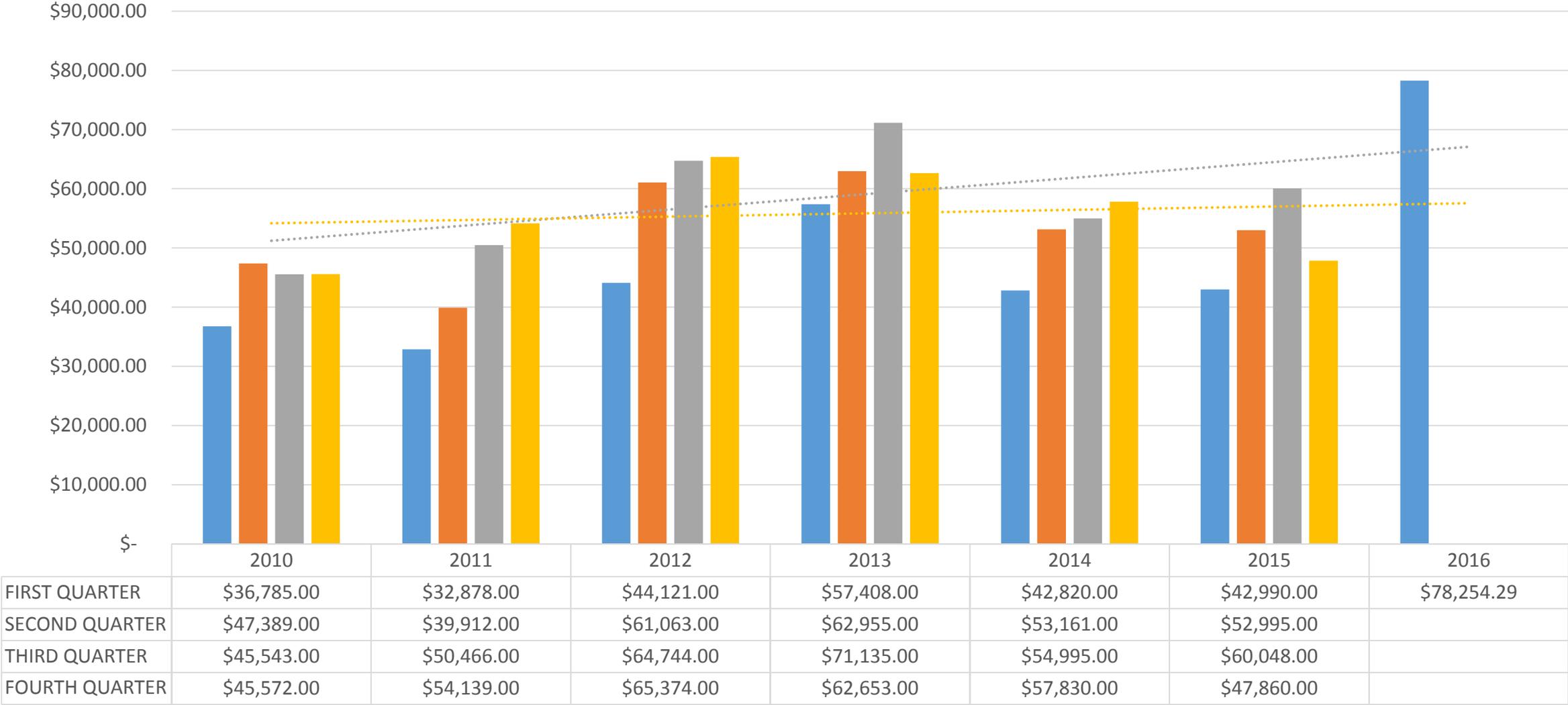
	2010	2011	2012	2013	2014	2015	2016
JANUARY	\$3,640.00	\$8,131.00	\$2,298.00	\$2,039.00	\$2,334.00	\$15,273.00	\$22,075.17
FEBRUARY	\$4,176.00	\$6,266.00	\$2,268.00	\$5,640.00	\$2,449.00	\$(11,936.00)	\$10,809.81
MARCH	\$5,510.00	\$5,958.00	\$4,021.00	\$4,068.00	\$2,229.00	\$9,802.00	\$26,310.59
APRIL	\$4,887.00	\$4,880.00	\$2,642.00	\$2,478.00	\$2,362.00	\$7,297.00	\$12,927.29
MAY	\$3,218.00	\$6,022.00	\$3,716.00	\$5,752.00	\$2,927.00	\$5,090.00	\$12,253.70

■ JANUARY ■ FEBRUARY ■ MARCH ■ APRIL ■ MAY

BUILDING/CONSTRUCTION MONTHLY COLLECTIONS 2010-2016

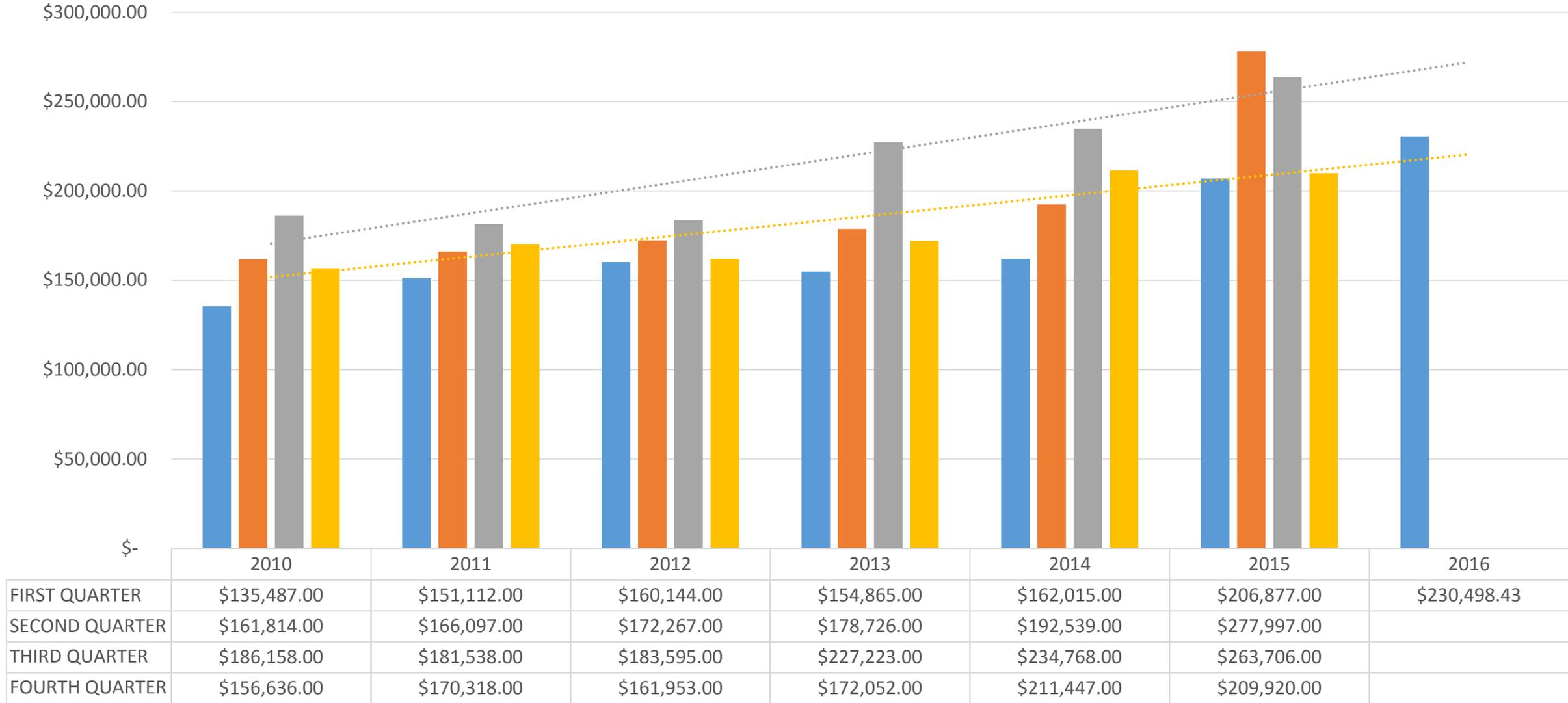


DOWN TOWN DISTRICT QUARTERLY 2010-2016



■ FIRST QUARTER
 ■ SECOND QUARTER
 ■ THIRD QUARTER
 ■ FOURTH QUARTER
 Linear (THIRD QUARTER)
 Linear (FOURTH QUARTER)

CHAMBERS AVENUE QUARTERLY 2010-2016

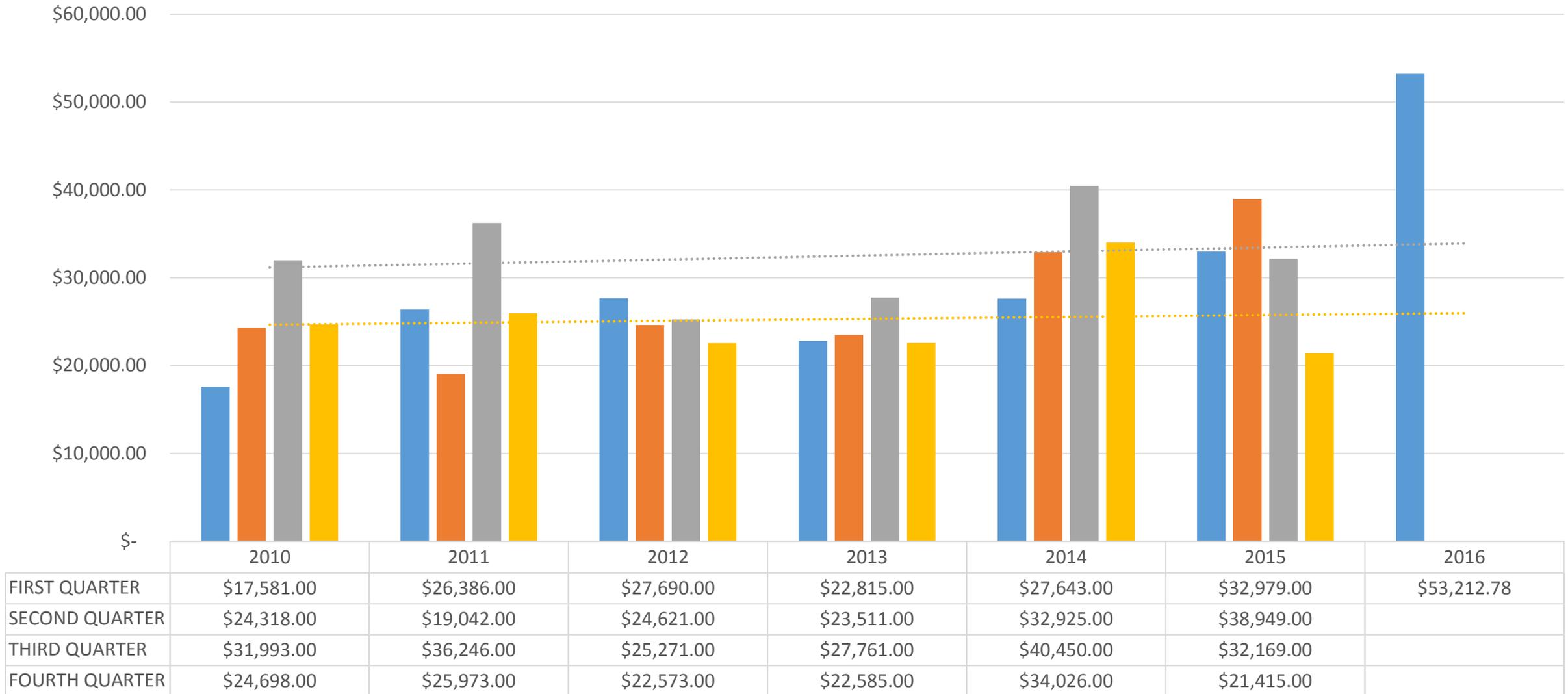


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 Linear (THIRD QUARTER)
 Linear (FOURTH QUARTER)

MARKET STREET QUARTERLY 2010-2016

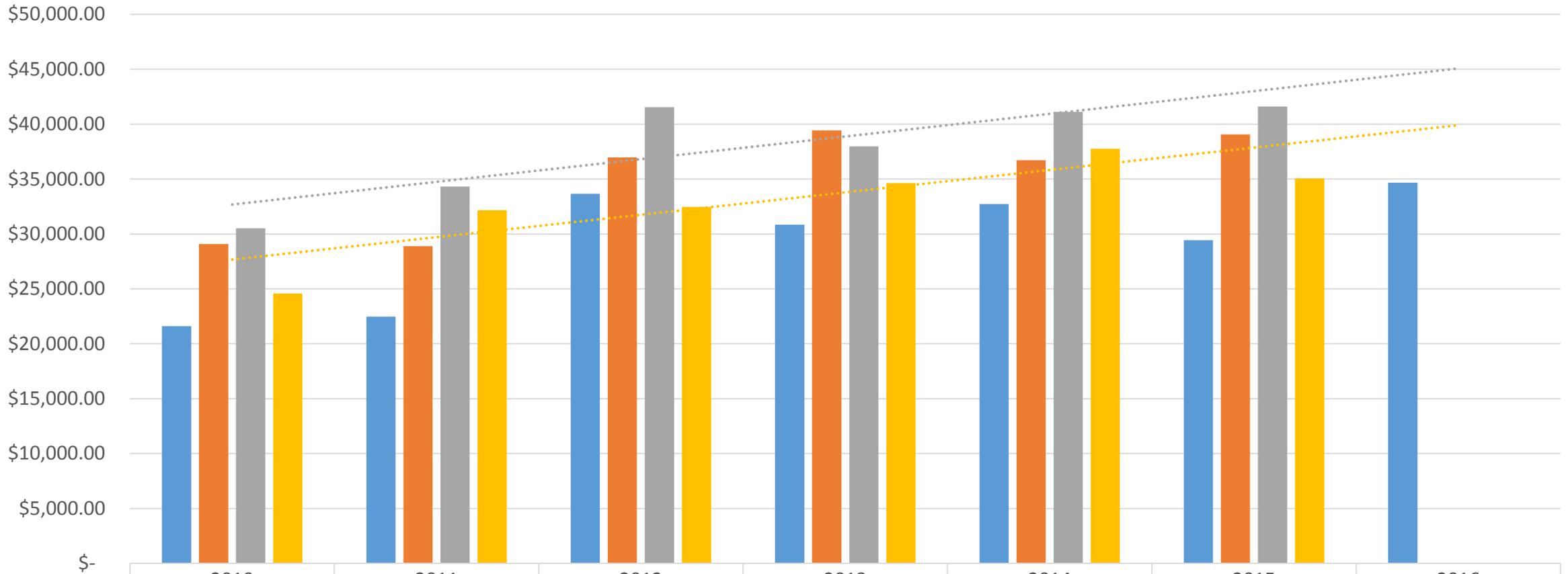


HIGHWAY 6/GRAND AVE. QUARTERLY 2010-2016



■ FIRST QUARTER
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 ■ THIRD QUARTER
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 Linear (THIRD QUARTER)
 Linear (FOURTH QUARTER)

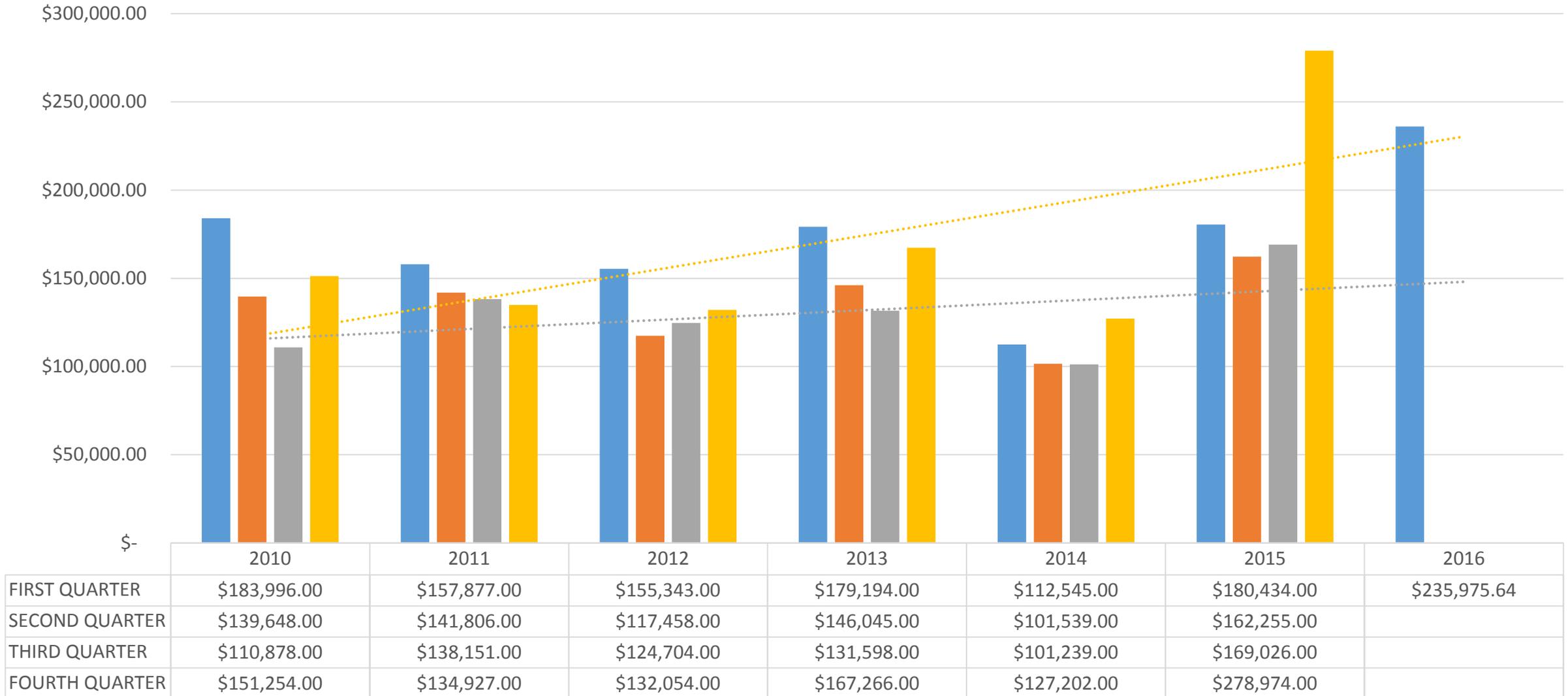
EAGLE RANCH QUARTERLY 2010-2016



	2010	2011	2012	2013	2014	2015	2016
FIRST QUARTER	\$21,610.00	\$22,475.00	\$33,663.00	\$30,848.00	\$32,731.00	\$29,433.00	\$34,679.12
SECOND QUARTER	\$29,076.00	\$28,883.00	\$36,964.00	\$39,441.00	\$36,724.00	\$39,057.00	
THIRD QUARTER	\$30,516.00	\$34,318.00	\$41,549.00	\$37,986.00	\$41,129.00	\$41,601.00	
FOURTH QUARTER	\$24,575.00	\$32,167.00	\$32,460.00	\$34,634.00	\$37,764.00	\$35,060.00	

■ FIRST QUARTER
 ■ SECOND QUARTER
 ■ THIRD QUARTER
 ■ FOURTH QUARTER
 Linear (THIRD QUARTER)
 Linear (FOURTH QUARTER)

OTHER AREAS QUARTERLY 2010-2016



■ FIRST QUARTER
 ■ SECOND QUARTER
 ■ THIRD QUARTER
 ■ FOURTH QUARTER
 Linear (THIRD QUARTER)
 Linear (FOURTH QUARTER)



To: Anne McKibbin, Mayor and Board of Trustees
From: Jenny Rakow, Town Clerk
Date: July 12, 2016 Town Board Meeting
Re: Studio Rental for Child Care Use

STAFF RECOMMENDATION: Current uses combined with increasing uses, including public and private events and overall park popularity are primary to the Pavilion and Studio campus. It would not be in the community interest to occupy this space by a private entity on a long-term basis.

The following is attempted factual analysis of the Studio, located next to the Pavilion in Brush Creek Park.

Current Studio rental policies are for “special events” and “activities” for use by the public. This is done on a first-come, first-serve basis. Weddings may reserve the facility up to one year in advance. Policy states rentals are allowed up to 6 times by the same individual for Friday – Sunday rentals, and currently unlimited for Monday - Thursday. Pavilion and Studio are often rented together by same parties for large events and weddings, to keep the venue private.

Town Special Events are intended to take priority over all uses at both the Studio and Pavilion. **In 2016 the Pavilion and Studio saw 80% booking on all weekends (Friday-Sunday) and 25% booking on Monday – Thursday.** There were 22 weddings booked at this facility in 2016. As a policy, the studio is not rented during weddings and large events to lower conflict of uses and allow for ample parking.

Average cost for facility rental of the Pavilion on a weekend is \$250 a day. Town Staff currently manages the facility calendar, assists individuals with their reservations, collects fees and are present during check in and check out at 8:00 a.m. on the day of the rental.

Studio Rental costs range from are \$25-\$60 per day for Monday – Thursday and \$50 - \$150 per day Friday – Sunday. Pavilion Rental costs range from \$50-\$175 M-Th and \$100-\$400 F-Sun. Both Studio and Pavilion are rented as a 24-hour rental from 8 am to 8 am.

Studio Capacity is about 140 people for functions as listed in our guidelines. There are two restrooms with two stalls each. There are no kitchen facilities.

The Town does not inspect or license child care facilities either in home or for a child care center. Determining whether or not this facility is suitable “as is” or with improvements would be the determination of a County Inspector or from Sandra Jennings at Eagle County who provides this service to the public.

According to our Planning Department, current zoning for the Studio would allow for child care as a use.

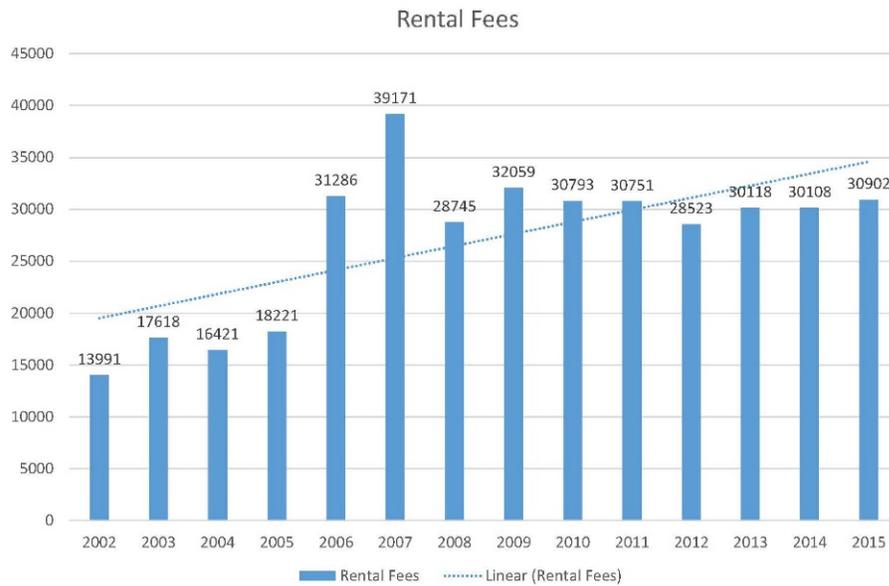


Usage for 2015 at both Pavilion and Studio saw approximately 140 individual users. This does not include park users or events held at the soccer field.

Having a consistent use at the Studio could substantially reduce appeal and accessibility to the campus and park as a whole. Storage, food prep, safety and parking could have an impact on Pavilion and Special Events at Brush Creek Park and public use of this area.

To staff's knowledge there has been no other request of this nature to use the facility in this manner or for exclusive, extended use.

Income from Pavilion Campus from rental fees.



RESOLUTION NO. 34

(Series of 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO, GRANTING A SPECIAL USE PERMIT FOR PARCEL 10, EAGLE PARK EAST SUBDIVISION, EAGLE COLORADO, TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

WHEREAS, by Title 4 of the Eagle Municipal Code, the Town of Eagle enacted a Comprehensive Zoning Ordinance for the Town; and

WHEREAS, the Board of Trustees of the Town of Eagle has received an application by Jason Kaples (the "Applicant"), the owner of the property hereinafter described, for a special use permit for Parcel 10, Eagle Park East Subdivision, also known as 0012 Eagle Park East Drive, Town of Eagle, County of Eagle, State of Colorado, for outside storage situate in the Commercial General (CG) Zone District; and

WHEREAS, a public hearing was held before the Town of Eagle Planning and Zoning Commission on June 7, 2016, and the Planning and Zoning Commission recommended approval with conditions; and

WHEREAS, a public hearing on said application was held before the Board of Trustees on June 14, 2016 and June 28, 2016, as required by Section 4.05.010(A)(5) of the Eagle Municipal Code; and

WHEREAS, public notice has been given as required by Section 4.03.060 of the Eagle Municipal Code; and

WHEREAS, the Board of Trustees finds and determines that the Applicant has provided sufficient evidence that the proposed special use permit is desirable, based on the criteria set forth in Section 4.05.010 of the Eagle Municipal Code.

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

Section 1) That a special use permit for outside storage located in the Commercial General (CG) Zone District for Parcel 10 of the Eagle Park East Subdivision, also known as 0012 Eagle Park East Drive, Town of Eagle, County of Eagle, State of Colorado, is hereby approved subject to the following conditions:

A. The chain link fence to be constructed as shown in the application shall be painted green or black. Any green color first shall be approved by the Town’s Community Development Department;

B. The fence shall be set back two (2’) feet from the property line to allow for landscaping between the property line and the exterior of the chain-link fence.

C. Landscaping shall be installed and maintained by the applicant along the fence perimeter both on the interior and exterior of the fence pursuant to a landscaping plan to be approved by the Town’s Community Development Department.

Section 2. Pursuant to Section 4.05.010(A)(1)(b) of the Eagle Municipal Code, the Board of Trustees finds and determines that no additional street improvement fee is required to be paid in accordance with Section 4.13.185 of the Eagle Municipal Code. Pursuant to Section 4.05.101(A)(1)(c) of the Eagle Municipal Code, the Board of Trustees finds and determines that no additional fire protection services impact fee is required to be paid, pursuant to Section 4.13.186 of the Eagle Municipal Code.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on July 12, 2016.

TOWN OF EAGLE, COLORADO

By _____
Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Multijurisdictional Housing Authority in Eagle County

1. The need for community housing in Eagle County.

The lack of affordable housing has long been a problem throughout Eagle County. During the recent recession there was a softening of the real estate market in Eagle County – both home sale prices and rental rates. However, housing prices have been increasing over the past several years, rental occupancy and rates have increased, and short term rentals have reduced the supply of housing units serving the county’s workforce. In the Vail Valley Partnership’s 2015 workforce survey, 69% of the businesses reported that the lack of affordable housing has a negative effect on their ability to attract, hire and retain employees.

Housing needs are generally separated into two categories: “catch-up” which includes housing needs generated from unfilled jobs, in-commuters and overcrowding and “keep-up” which includes housing needs generated by job growth and retirees leaving the workforce but remaining in their homes. Initial results (subject to change) from the 2016 Eagle County Housing Needs Assessment show Eagle County needs 3,188 housing units across all price points to meet “catch-up” needs. The current estimate shows Eagle County needs 849 units in 2016 and a total of 7,944 units from 2017-2025 to cover job growth. When replacement housing due to retirees is added to the current update, Eagle County’s “keep-up” housing needs will grow.

2. What is a housing authority?

Colorado State Statutes allow for the formation of three different types of housing authorities: City Housing Authority, County Housing Authority and Multijurisdictional Housing Authority. The table below outlines some of the similarities and differences between the 3 types of authorities.

	City	County	Multijurisdictional
	CRS 29-4-201	CRS 29-4-501	CRS 29-1-204.5
Establishment	Resident petition to city clerk	Resident petition to clerk of the board of county commissioners (BoCC)	Any combination of two or more home rule or statutory cities, towns, or counties may, by contract with each other, establish a separate governmental entity to be known as a multijurisdictional housing authority.
Commissioners	Selected by city council – ex officio or by appointment	Selected by BoCC – ex officio or by appointment	Selection process outlined in contract between members.
Powers	Investigate need for housing, make recommendations concerning the city plan related to housing, purchase, build or manage housing projects that make loans, acquire by eminent domain, borrow money, sue and be sued, enter into contracts, other things necessary to carry out the allowed powers. Projects may provide housing regardless of income as long as it substantially benefits persons of low income as defined by authority.	All powers granted to city housing authorities, except expressly may not levy or collect taxes or special assessments.	May affect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan. May condemn property for public use, and levy, in the area within the boundaries of the authority, a sales or use tax, or both or an ad valorem tax, and charge a development impact fee.
Boundaries	May be set within a development plan	Boundaries of the county, but not a city or other housing authority within the county unless city/HA passes a resolution allowing it.	May include less than the entire area of the separate governmental entities and may be modified after the establishment of the authority as provided in the contract

3. How is a multijurisdictional housing authority formed?

A contract establishing an authority must be executed by participating members and should include the following items:

- name and purpose of the authority and the services to be provided by such authority,
- boundaries of the authority,
- the establishment and organization of the board, including the number of directors, their manner of appointment, term, compensation, and duties,
- provisions for the disposition, division, or distribution of any property or assets of the authority,
- term of the contract, and
- expected sources of revenue and any requirement that contracting member governments consent to the levying of any taxes or development impact fees within the jurisdiction of such member.

Other items of note include:

- The authority established by such contracting member governments shall be a political subdivision and a public corporation of the state, separate from the parties to the contract, and shall be a validly created and existing political subdivision and public corporation of the state.
- The bonds, notes and other obligations of such authority shall not be the debts, liabilities, or obligations of the contracting member governments.
- The authority may issue general obligation bonds.
- An authority established by contracting member governments shall, if the contract so provides, be the successor to any nonprofit corporation, agency, or other entity theretofore organized by the contracting member governments to provide the same function, service, or facility.
- Summit Combined Housing Authority, Gunnison Valley Regional Housing Authority, Yampa Valley Housing Authority, San Miquel Regional Housing Authority, and Regional Housing Alliance of La Plata County are examples of resort area multijurisdictional housing authorities. Of those, SCHA has levied a tax and impact fee. The towns of Mountain Village and Telluride also have sales taxes dedicated to housing.

4. Pros and Cons of forming a multijurisdictional housing authority

Pros	Cons
<ul style="list-style-type: none"> • Focus of entire organization will be on creating affordable housing – no competing interests. 	<ul style="list-style-type: none"> • Potential loss of control to municipal boards.
<ul style="list-style-type: none"> • Funding for housing will be protected regardless of who is elected to individual/municipal boards. The authority’s board would likely have to agree to terminate the authority (termination rights will be set out in contract). 	<ul style="list-style-type: none"> • Authority will require assets and/or funding stream to begin effectively.
<ul style="list-style-type: none"> • Opportunity to bring all community housing assets together and manage existing cash flow as one existing stream of funds – increased ability to do projects with larger pool of funds and asset base. 	<ul style="list-style-type: none"> • May be viewed as “start-up” to lenders or voters.
<ul style="list-style-type: none"> • Depending upon board composition, likely to have a representative from each member who will represent its interests. 	<ul style="list-style-type: none"> • Complications of changing boundaries if tax is passed.
<ul style="list-style-type: none"> • Completely separate entity from member organizations. Liabilities of the authority (bonds, borrowings, etc.) are not liabilities of its members. 	
<ul style="list-style-type: none"> • Clear message to consumers about where to go/who to call to seek answers to housing questions. 	



**Mayor Manager Meeting
July 1, 2016
Emergency Operations Center**

Topic 1: Welcome Opening remarks and introductions - Commissioner Jill Ryan

- County looking at open space tax dollars to include hard and soft trail construction
- BoCC interested in keeping middle class in Eagle County and focused on affordability – housing, healthcare, childcare, etc.

Topic 2: Review of County polling results - County Manager Brent McFall

- 72% of respondents feel like Eagle County is heading in the right direction
- Most people feel the economy in EC is fair or better.
- 74% of respondents said lack of affordable housing is a big problem, 21% said it was somewhat of a problem – 95% total
 - 55% said they would support a general tax, 35% said no
 - 3/10 of a cent – 64% said yes, 27% said no
 - 1/10 of a cent – 61% said yes, 33% said no
- 42% of respondents said affordable childcare is a big problem, 28% said it was somewhat of a problem – 70% total
 - 52% said they would support a general tax, 41% said no
 - 3/10 of a cent – 61% said yes, 34% said no
 - 1/10 of a cent – 64% said yes, 31% said no
- Some people see these as related issues – 55% said they would support, 38% said no
- Workforce housing is a bigger issue than ever before according to VVP survey
 - Businesses are willing to be part of the solution
 - ERWSD – even with a robust housing program, it's difficult to attract and retain employees
- Working with Trust for Public Land to poll voter receptivity on:
 - Potential expansion of uses of Open Space (1.5 mills) tax to include hard and soft trails
 - Extending sunset past 2025
 - Bond issue to debt finance some projects
 - In the field week of 7/8
- Jason Glass – ECSD considering mill levy override \$8million/year (staffing, reduction of class sizes) and bond question ~ \$140 million (capital improvements to schools, safety and security, energy efficiency, significant improvements/addition on Red Sandstone and EVES/EVMS, EVHS)
 - Mill levy polled strongly (65%), initial bond questions were less successful. When bond question was rewritten, results went up 10%.
 - Highly likely that Board of Education will vote to put on ballot in November

Topic 3: Update on Housing Issues - Eagle County Housing Director Jill Klosterman

- Melanie Rees was not available to do report, Housing Needs Assessment will be complete by mid-July
- Eagle County and town of Vail signed agreement for The Valley Home Store to resell its deed restricted housing units and manage its lottery.



Meeting Notes

Topic 4: Discussion of potential ballot questions - Commissioner Kathy Chandler-Henry facilitating

- Have until August 30 to decide what goes on the ballot
- Meet with community
- Developers – what is the housing package?
- Don't crowd the ballot with too much “stuff”. Feels like ECSD and Housing are highest priorities.
- Housing
 - Don't get so caught up on structure that we do nothing.
 - Already lots of other things on the ballot this year, don't want to do anything to effect ECSD
 - Housing polled better as far as “how big of a problem is it?”
 - Poor governance to combine housing and early childhood.
 - We probably won't be able to solve other issues (exit of 30 year olds) unless we solve housing first. Business community sees housing as the biggest issue.
 - What is the fundamental community problem? Run that now and save the other for next opportunity.
 - Will lose our younger community members before Early Childhood becomes an issue for them.
 - Polling numbers support housing now.
 - Would like to see a memo about MJHA. ECO vs RFTA. ECO transit discussion keeps coming up about changing governance to be more like RFTA.
 - Housing has enough support that governance structure probably doesn't matter.
- Early Childhood Care/Development
 - Lack of infant and toddler care
 - FLC and most preschools have subsidized rent
 - Tax would focus on quantity and quality of centers
 - ECSD recognizes the achievement gap between kids that came from quality preschool.
 - 1,500 kids in community are receiving subpar care
 - Need is clear, but path forward is unclear. How would we use funds if we had them? Many ideas, but no consensus. Even if we had \$5million, not sure we would solve the issue.
 - Roaring Fork Valley has Cradle to Career. 250 to 300 kids on waiting list. Aspen SkiCo, city of Aspen, town of Basalt working on issue and funding.
 - If we don't do Early Childhood tax now, when will we do it?
 - Early Childhood tax may be confusing with ECSD. 2006 Early Childhood lost and ECSD won – will this be the same situation? If we fail, how long do we have to wait to put it back on the ballot? Damage control for failure.
 - Education (ECSD) vs. Babysitting – can EC work in tandem with ECSD to do something in the future.
 - Can you mobilize people to vote in off-year elections based upon the info that the ECSD is gathering?
- Eagle County School District levy and bond
 - 1/3 of people ECSD offers jobs to turn down because cost of living. 40% of people that leave say they are leaving because of cost of living.
 - Affordable housing polled reasonably well within ECSD polling, but felt like the county may be doing something, so decided to leave it out of ECSD issues
 - 75% of the work ECSD is doing is damage control for failed 2011 ballot issue.



Meeting Notes

- ECSD runs 10 preschool programs, part of the mill levy override – will expand to operate year round and until 5 pm to open space for working families. Serves 3 to 5 year olds.
- Extension and expansion of uses of Open Space property tax
 - Polling will be next week.
 - Concern about too many ballot/tax issues

Topic 5: Other items of interest to the group

- Suggestion that EC look into working with shadow market landlords to act as property management company.
- Support for doing something about VRBO – people don't like having VRBO's as neighbors
 - Zoning violation
 - Building code issues
 - HOA issues
 - CAST report?
 - How do we enforce – residential vs. commercial taxation, how do we know about them
 - Next agenda item – EC will send out CAST report
- Tiny Homes
 - Colorado Blueprint 2.0 resources
 - ECSD looking at options on some of their land
- Small businesses may be not want to invest in more commercial space because of tax issues, and then they have to become property managers too.
- Affordable living
 - Get the low hanging fruit done first, can we don housing on school district land to reduce transportation?
 - Early childcare can be the next one on the horizon, once school district and housing can add the childcare piece to it.
 - Affordable living = quality of life.

EAGLE COUNTY COMMISSIONERS PUBLIC OPINION SURVEY

May 16-19, 2016





Magellan Strategies is pleased to present the results for a 500n live landline and cell phone survey of likely 2016 general election voters in Eagle County, Colorado. The interviews were conducted May 16th – 19th, 2016. This survey has a margin of error of +/- 4.35% at the 95 percent confidence interval. This survey was weighted based upon past general election voting demographics.

KEY FINDINGS

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Key Findings

- 74% of likely Eagle County voters believe that finding affordable housing is a big problem, and 64% would approve a three-tenths of a cent sales tax increase to fund residential housing.
- 42% of likely Eagle County voters believe that finding affordable childcare and early childhood education services in Eagle County is a big problem, and 61% of voters would approve a three-tenths of a cent sales tax increase to fund early childhood education services.
- 55% of respondents would support an unspecified sales tax increase to fund both early childhood education services and housing developments in Eagle County.



Key Findings

- So although support for the two proposals individually is above 60%, it drops to 55% for an unspecified sales tax increase to co-fund both proposals. This drop in support is significant. It has been our experience that voters are less likely to approve sales tax increases where the funds are not specifically directed toward one project.
- The survey showed a 3-point increase in support for funding childcare and early childhood education services when the proposed sales tax rate was decreased from three-tenths to one-tenth of a cent. If the option of putting two separate sales tax proposals before voters this year is being considered, it would make sense to offer this lower sales tax rate to fund early childhood education services.

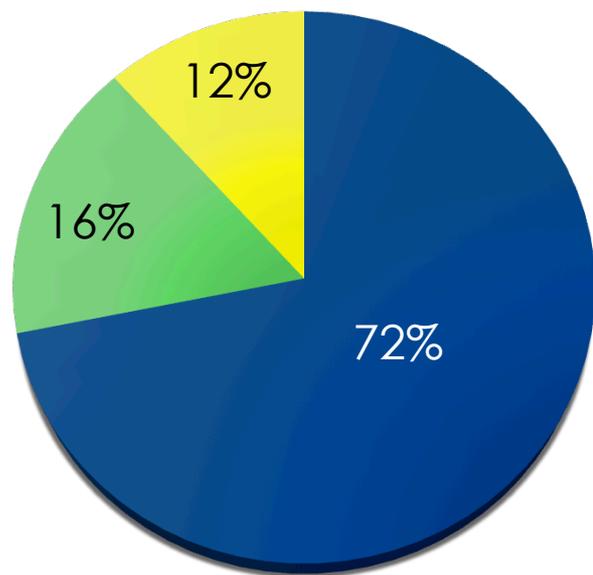
VOTER MOOD

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STRATEGIES

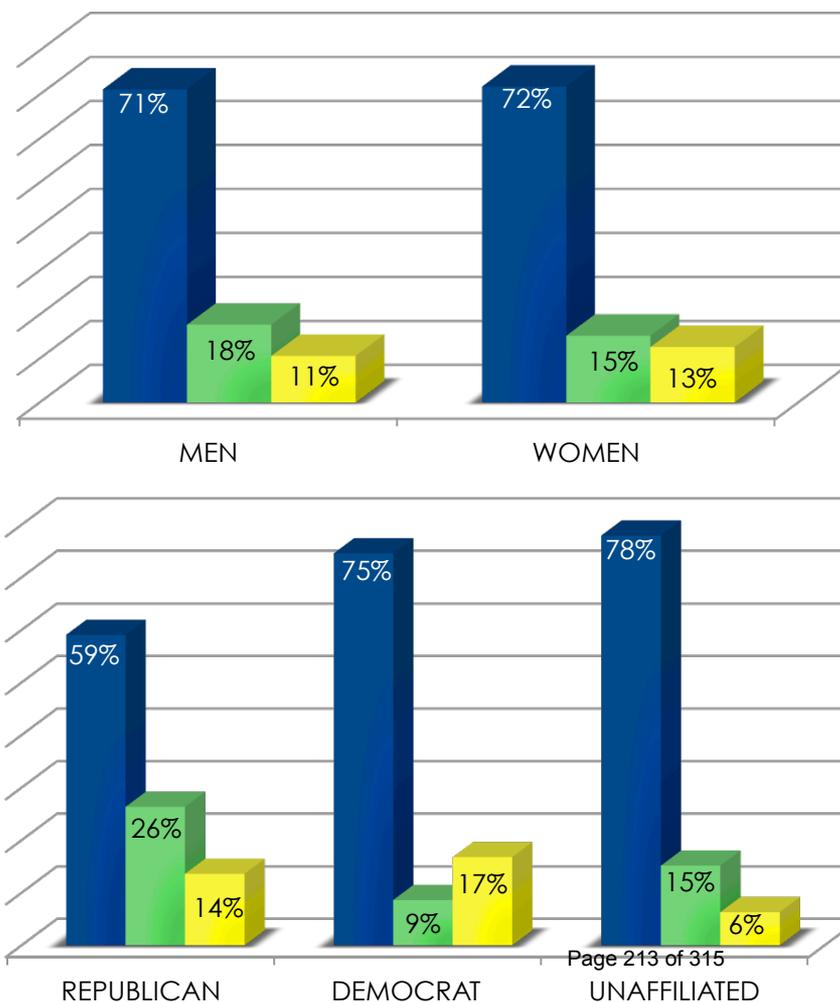




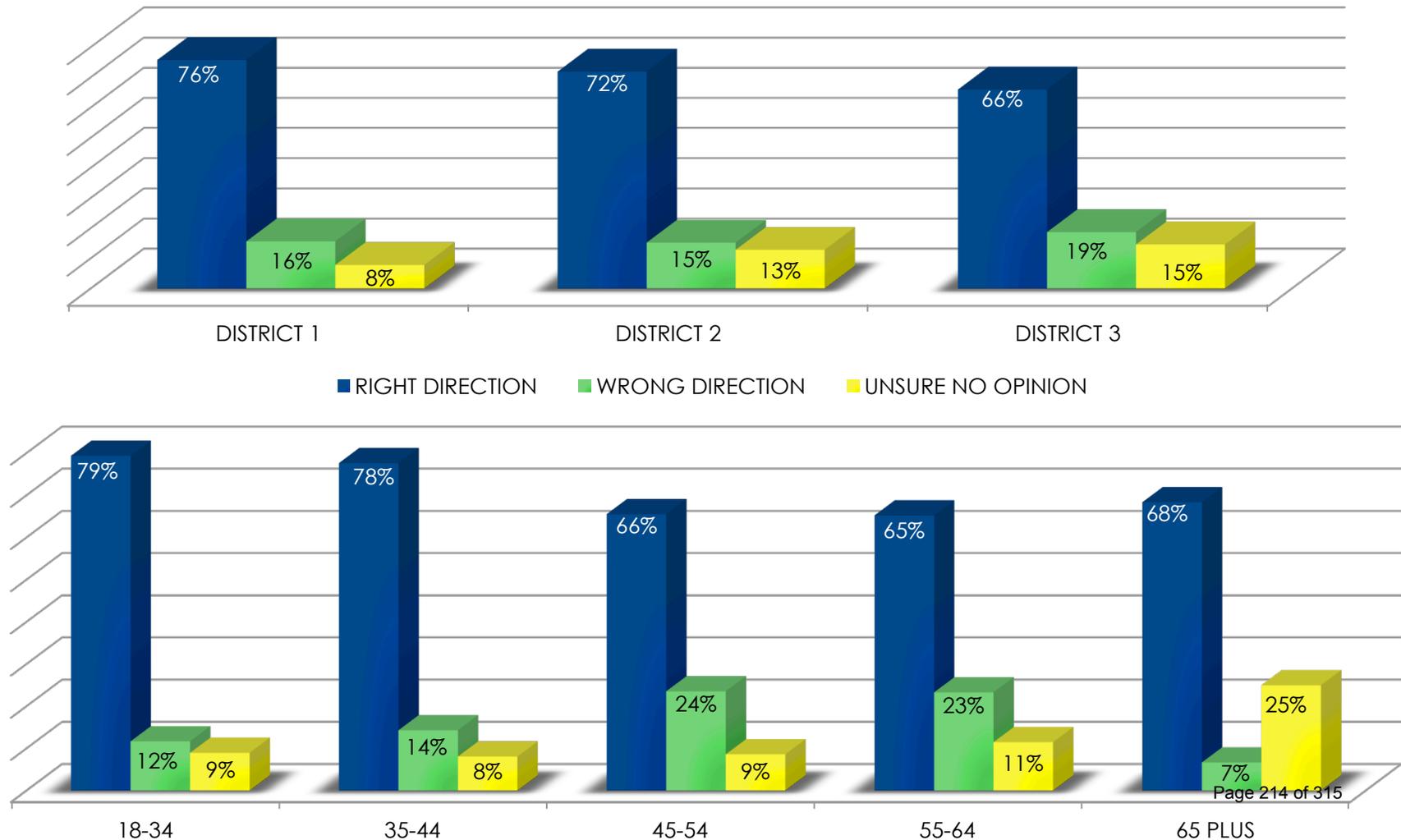
Generally speaking, do you think things in Eagle County are headed in the right direction or do you feel that things are off on the wrong track?



- RIGHT DIRECTION
- WRONG DIRECTION
- UNSURE NO OPINION



Generally speaking, do you think things in Eagle County are headed in the right direction or do you feel that things are off on the wrong track?

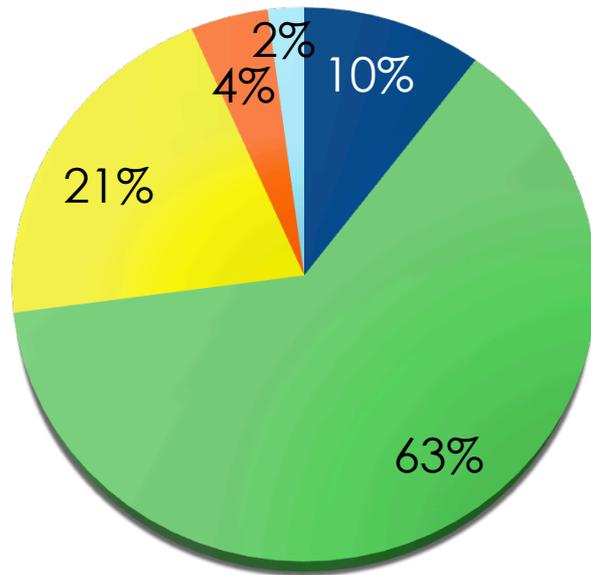


VOTER OPINION ON LOCAL ECONOMY

MAGELLAN
STRATEGIES



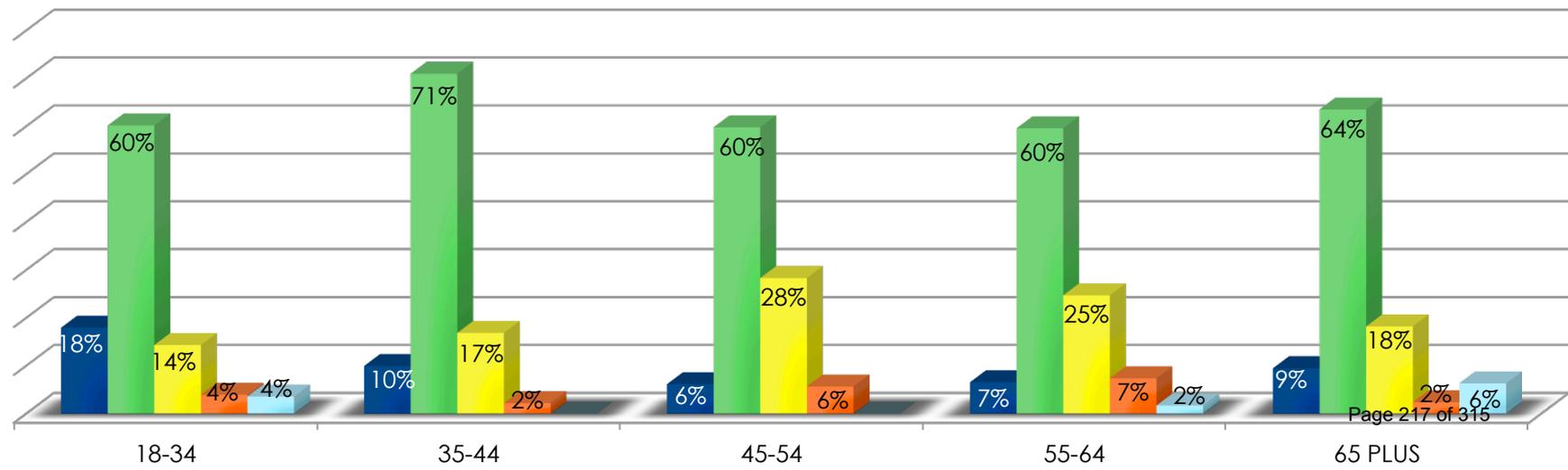
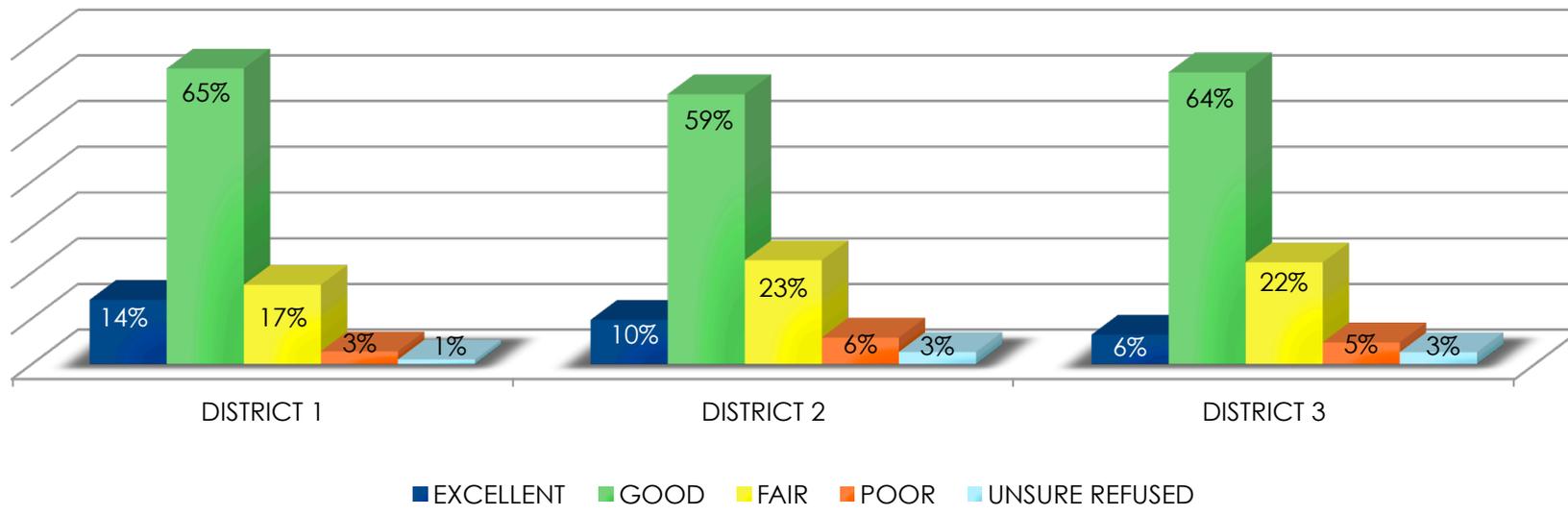
How would you rate the current status of the economy in Eagle County?



- EXCELLENT
- GOOD
- FAIR
- POOR
- UNSURE/REFUSED



How would you rate the current status of the economy in Eagle County?



VOTER OPINION ON ISSUES IN EAGLE COUNTY

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STRATEGIES





In your own words, please tell what you think the top issues, problems or concerns are that the Eagle County Commissioners should be addressing.

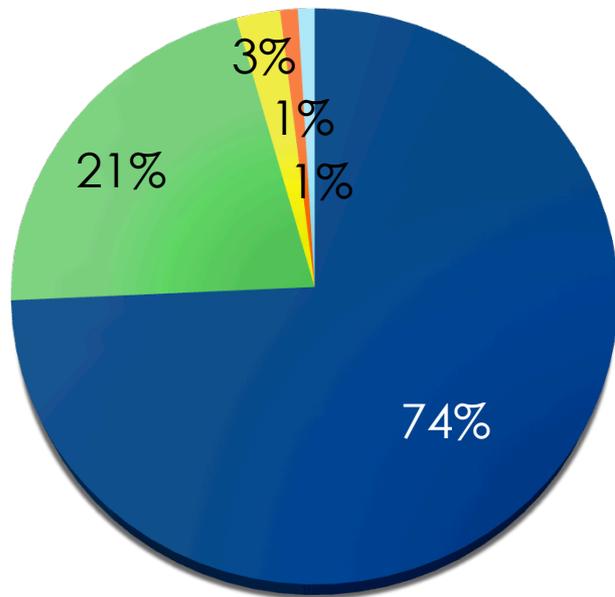
- *“I would say as of right now it is education and housing, the property taxes are too high, just more funding for education, we could use the money from the property taxes for education and that will benefit the town and the county.”*
 - *Female, 18-34, Democrat*
- *“Housing being the number one thing, lack there of.”*
 - *Female, 18-34, Unaffiliated*
- *“Early childhood education, just would be nice to have a bit more options with daycare with someone who has a toddler. It would be nice to have a bit more amenities or varieties like supermarkets and things in Eagle for families.”*
 - *Female, 35-44, Democrat*
- *“I would say affordable housing, building more throughout the county for employees and first time home owners and families. I think everything else is going pretty well.”*
 - *Male, 35-44, Unaffiliated*
- *“Too many social programs. Social services is for the people who want something for nothing. The other problem is the excessive use of codes. Like user codes.”*
 - *Male, 65 Plus, Republican*

VOTER OPINION ON FUNDING AFFORDABLE HOUSING

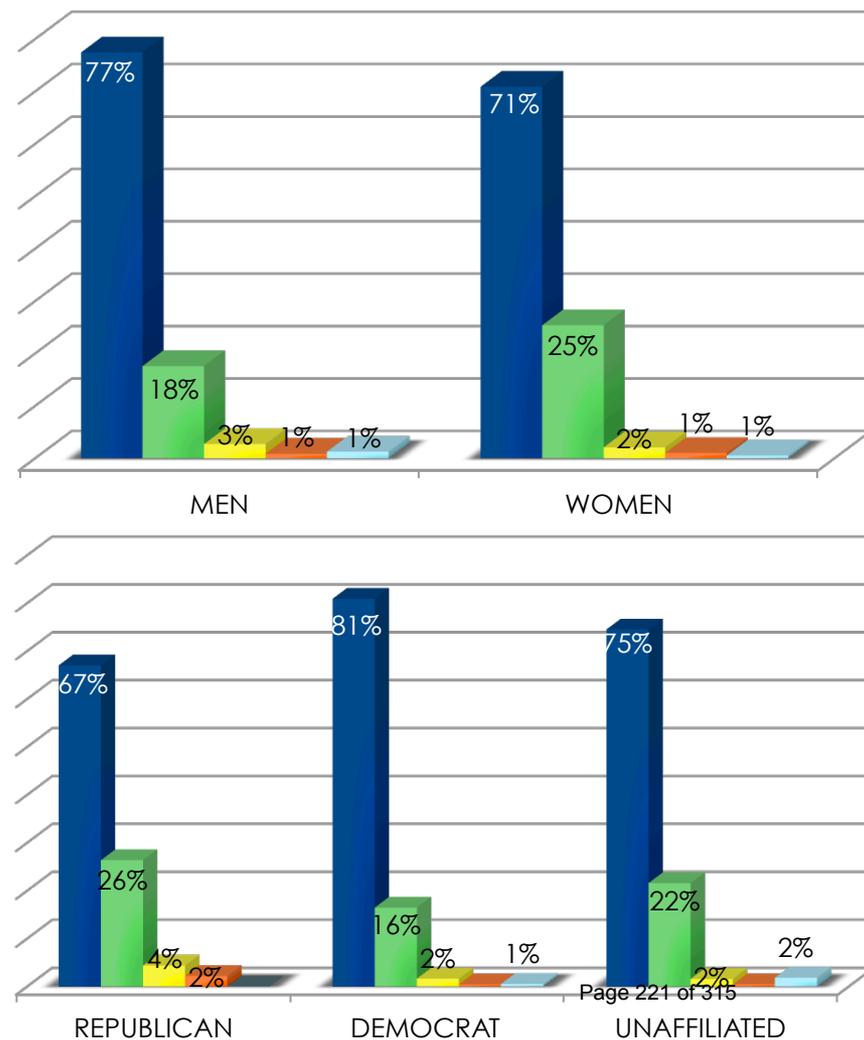
MAGELLAN
STRATEGIES



How much of a problem do you think families and individuals have finding an affordable place to live in Eagle County? Would you say it is a big problem, somewhat of a problem, not too much of a problem, or not a problem at all?

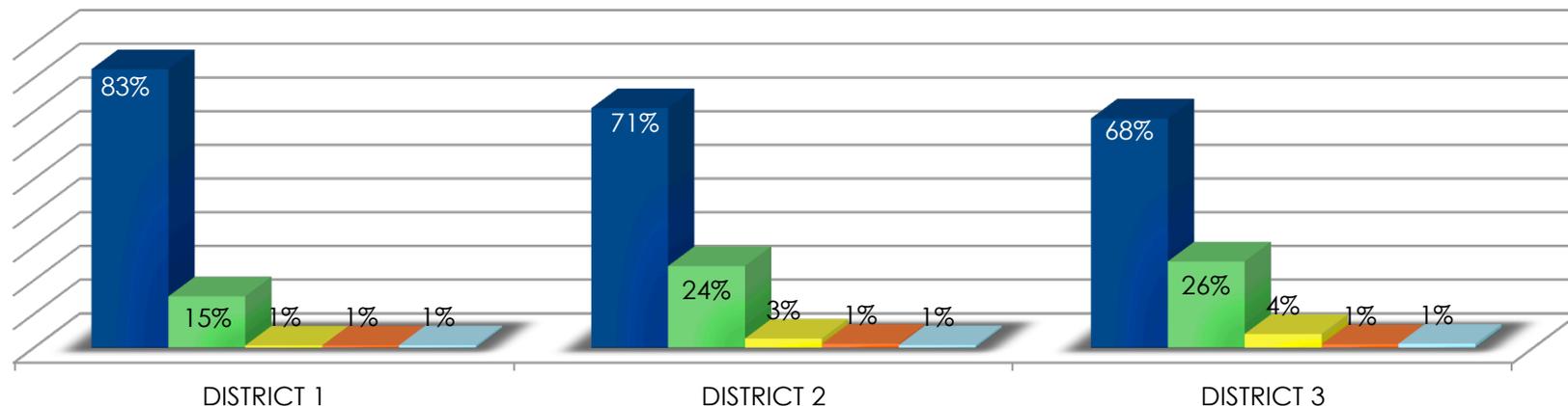


- BIG PROBLEM
- SOMEWHAT OF A PROBLEM
- NOT TOO MUCH OF A PROBLEM
- NOT A PROBLEM AT ALL
- UNSURE/REFUSED

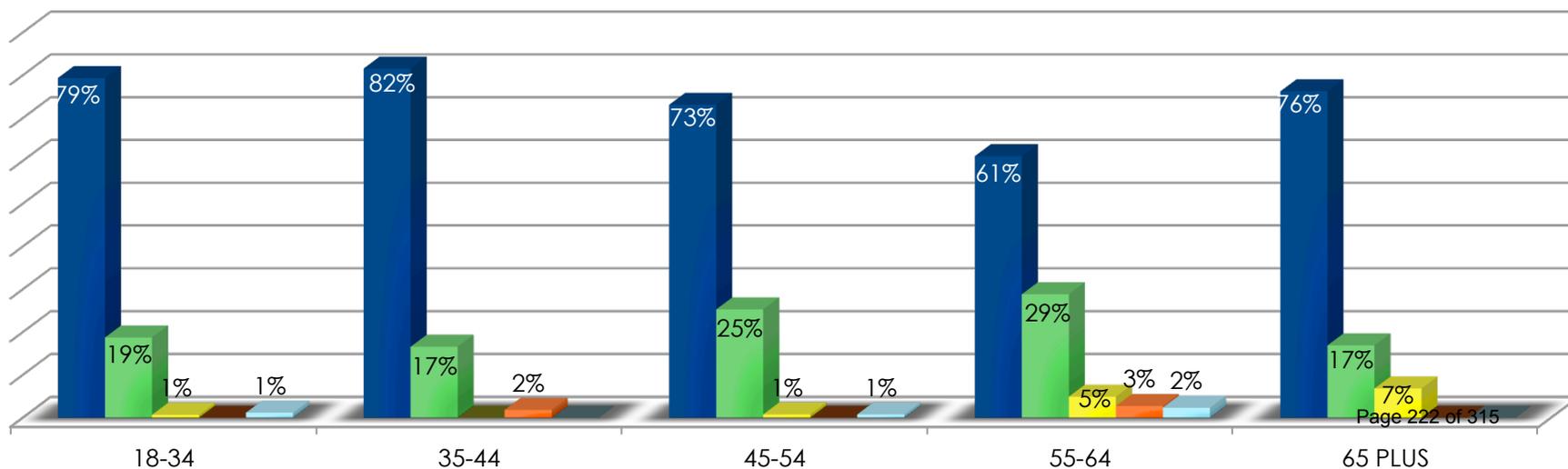




How much of a problem do you think families and individuals have finding an affordable place to live in Eagle County? Would you say it is a big problem, somewhat of a problem, not too much of a problem, or not a problem at all?



■ BIG PROBLEM ■ SOMEWHAT OF A PROBLEM ■ NOT TOO MUCH OF A PROBLEM ■ NOT A PROBLEM AT ALL ■ UNSURE REFUSED

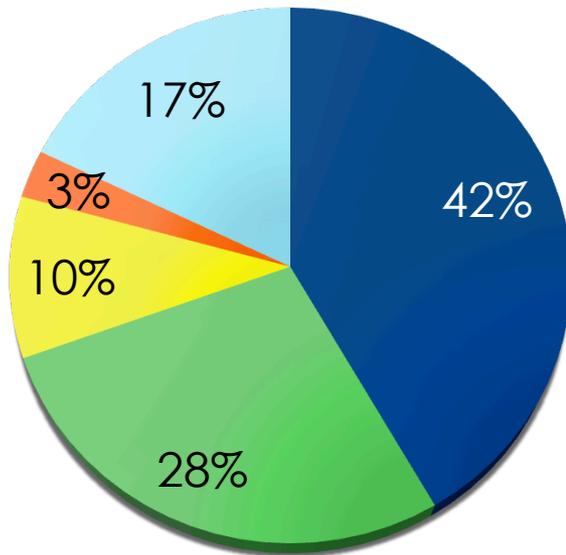


VOTER OPINION ON FUNDING CHILDCARE AND EDUCATION SERVICES

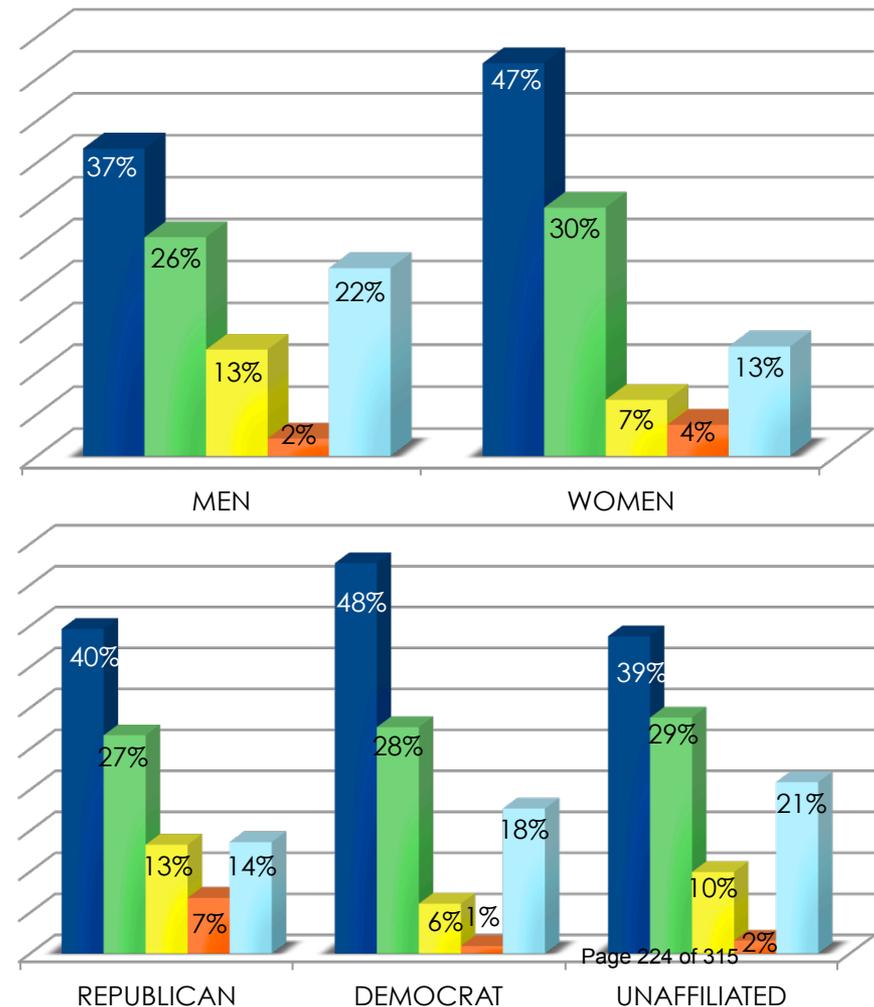
MAGELLAN
STRATEGIES



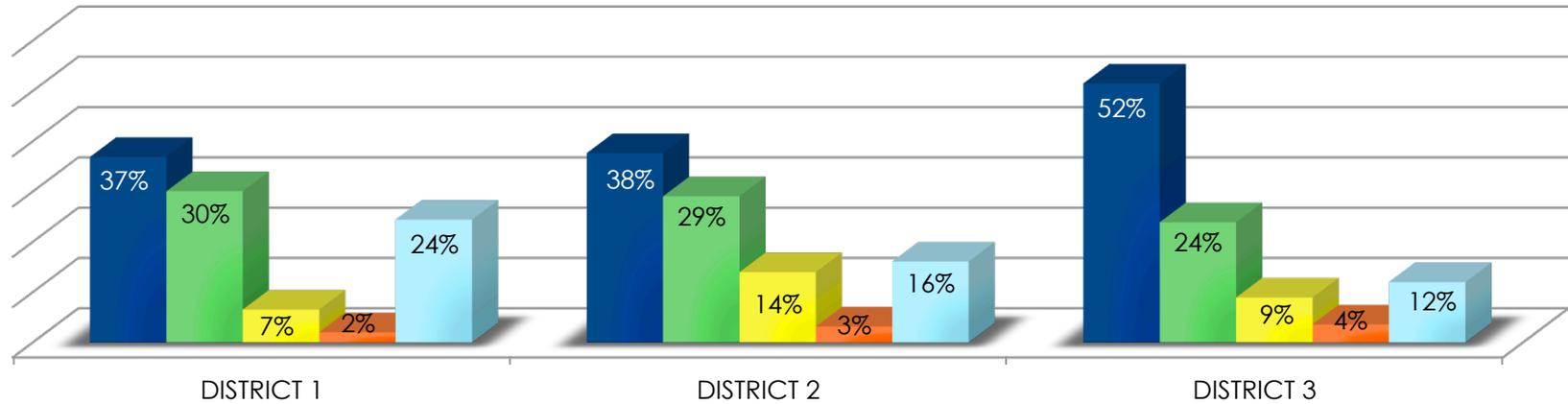
How much of a problem do you think families have finding affordable childcare and early childhood education services in Eagle County? Would you say it is a big problem, somewhat of a problem, not too much of a problem, or not a problem at all?



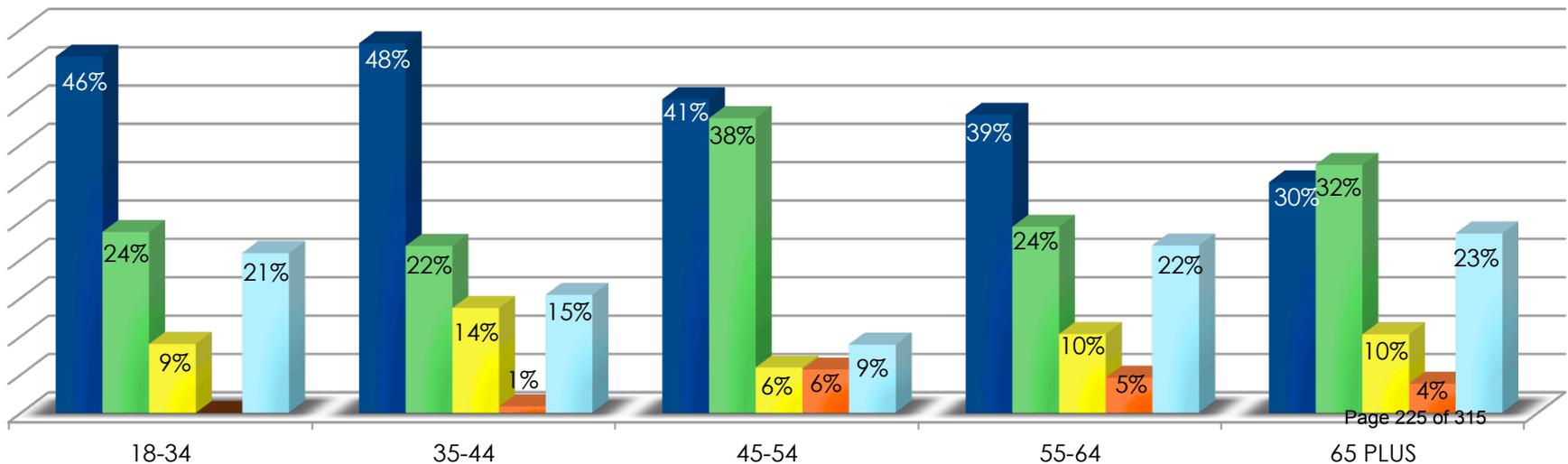
- BIG PROBLEM
- SOMEWHAT OF A PROBLEM
- NOT TOO MUCH OF A PROBLEM
- NOT A PROBLEM AT ALL
- UNSURE REFUSED



How much of a problem do you think families have finding affordable childcare and early childhood education services in Eagle County? Would you say it is a big problem, somewhat of a problem, not too much of a problem, or not a problem at all?



■ BIG PROBLEM ■ SOMEWHAT OF A PROBLEM ■ NOT TOO MUCH OF A PROBLEM ■ NOT A PROBLEM AT ALL ■ UNSURE/REFUSED



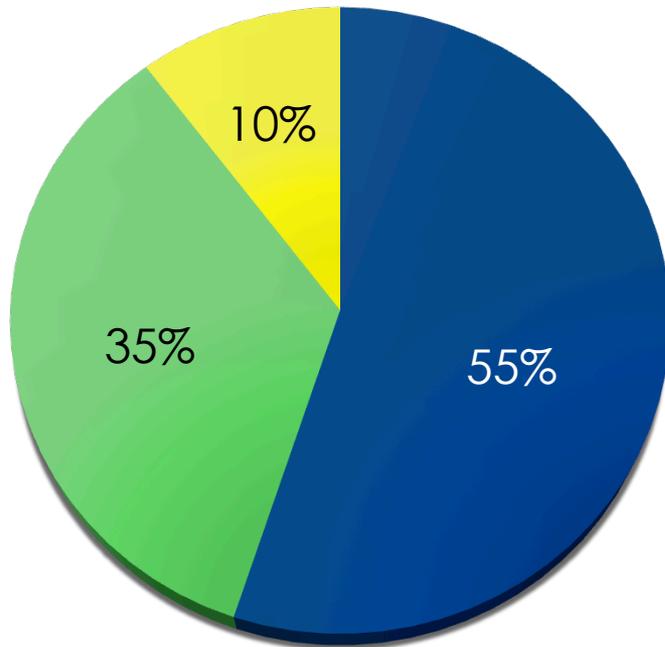
VOTER OPINION ON A SALES TAX TO FUND AFFORDABLE HOUSING

MAGELLAN
STRATEGIES

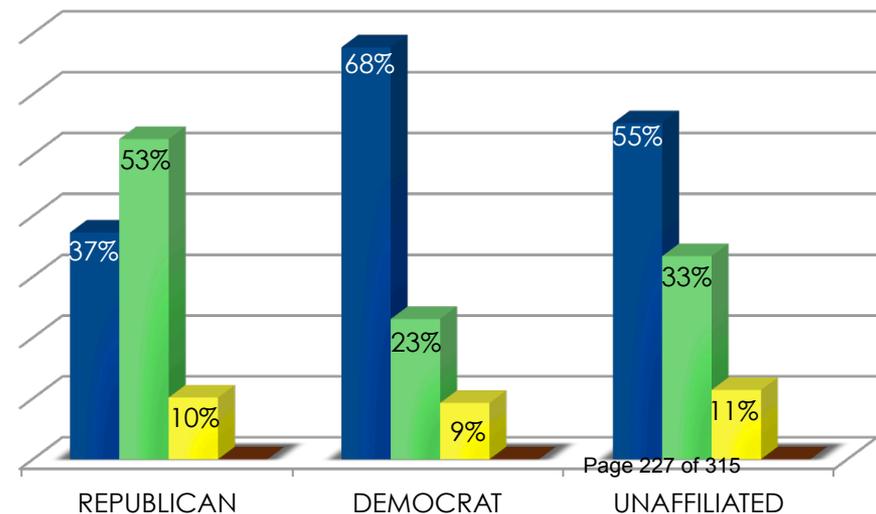
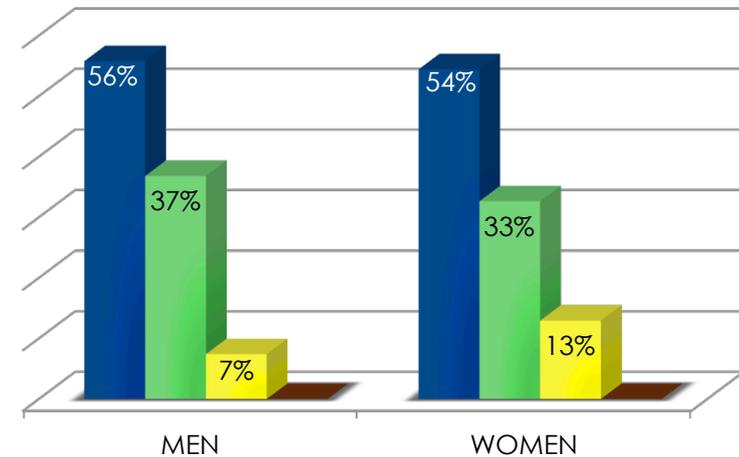




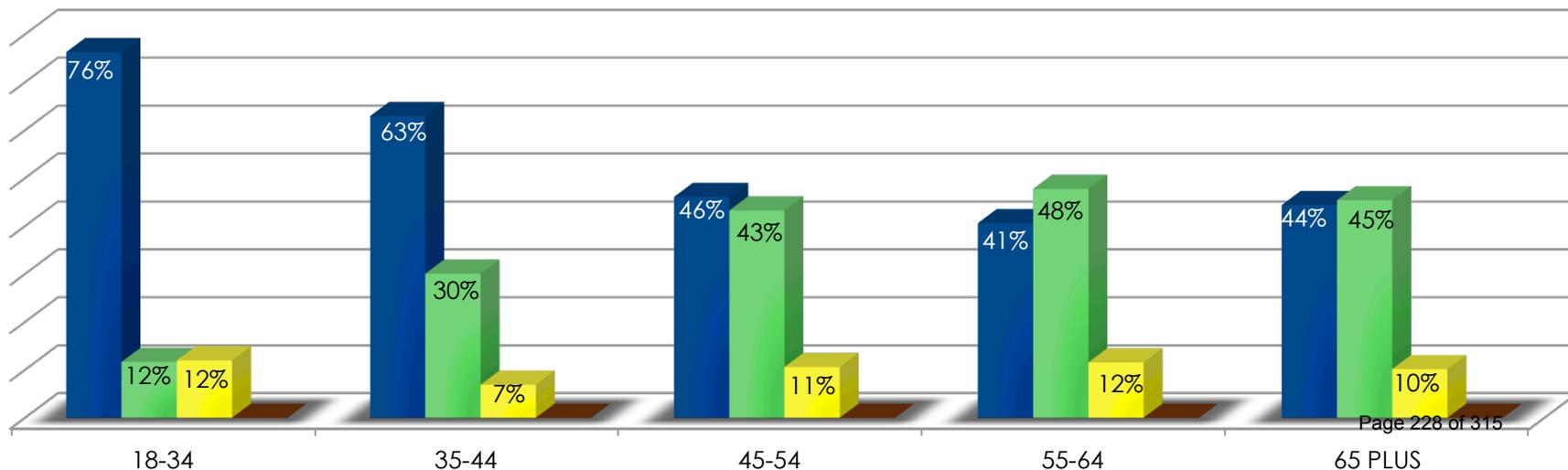
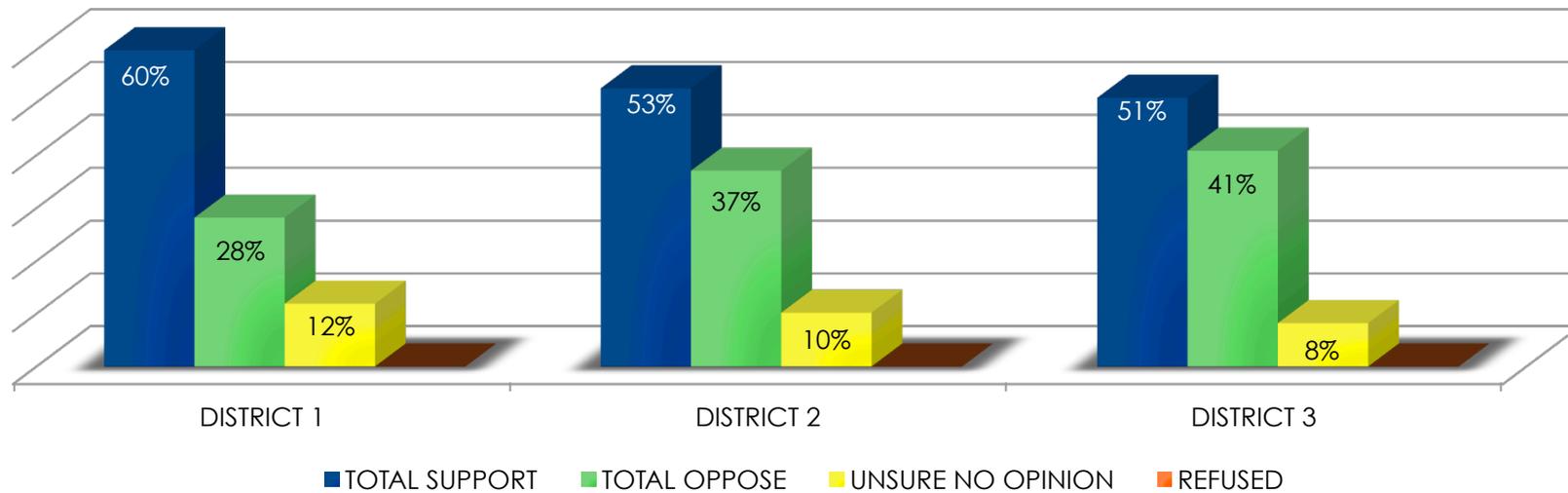
One potential ballot question would ask voters to approve sales tax to fund affordable, workforce residential housing developments in Eagle County. Generally speaking, would you support or oppose a sales tax increase to fund affordable, workforce residential housing developments in Eagle County?



- TOTAL SUPPORT
- TOTAL OPPOSE
- UNSURE NO OPINION
- REFUSED



One potential ballot question would ask voters to approve sales tax to fund affordable, workforce residential housing developments in Eagle County. Generally speaking, would you support or oppose a sales tax increase to fund affordable, workforce residential housing developments in Eagle County?

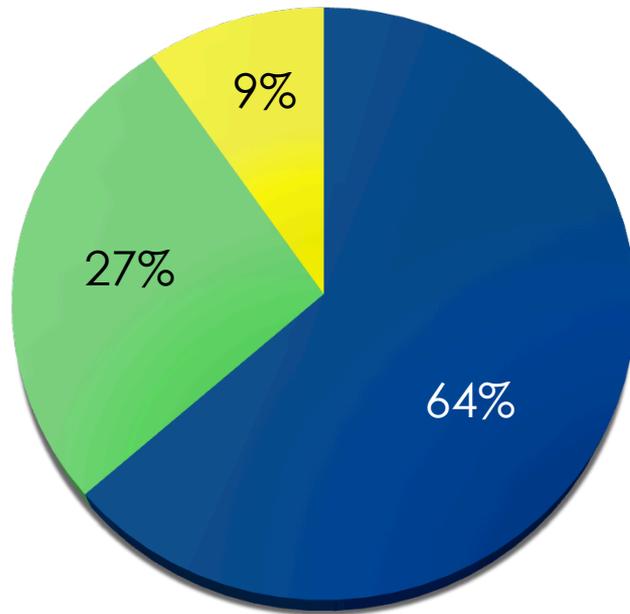




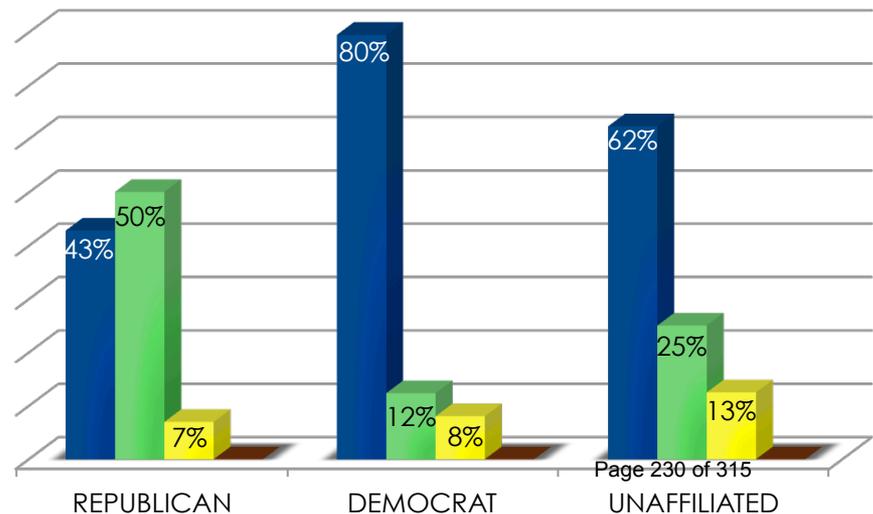
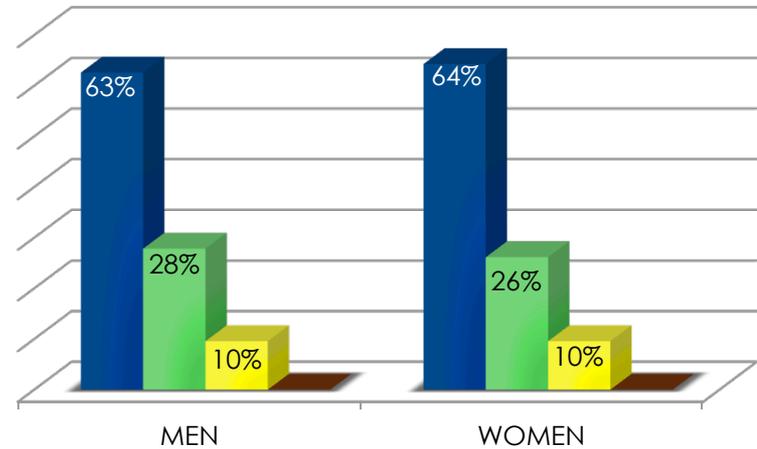
Affordable Workforce Housing Sales Tax Increase Ballot Test Three/Tenths of a Cent

The sales tax rate being considered to raise funding for affordable, workforce residential housing developments is three-tenths of a cent. A three-tenths of a cent sales tax increase in Eagle County is estimated to raise about 4.5 million dollars annually. To give you an idea of the impact of a three-tenths of a cent tax rate, a \$10 purchase would amount to 3 cents in tax. Knowing this information, if there was a ballot question this November to raise the county sales tax by three-tenths of a cent to fund affordable, workforce residential housing developments in Eagle County, would you vote yes and approve the ballot measure or would you vote no and reject the ballot measure?

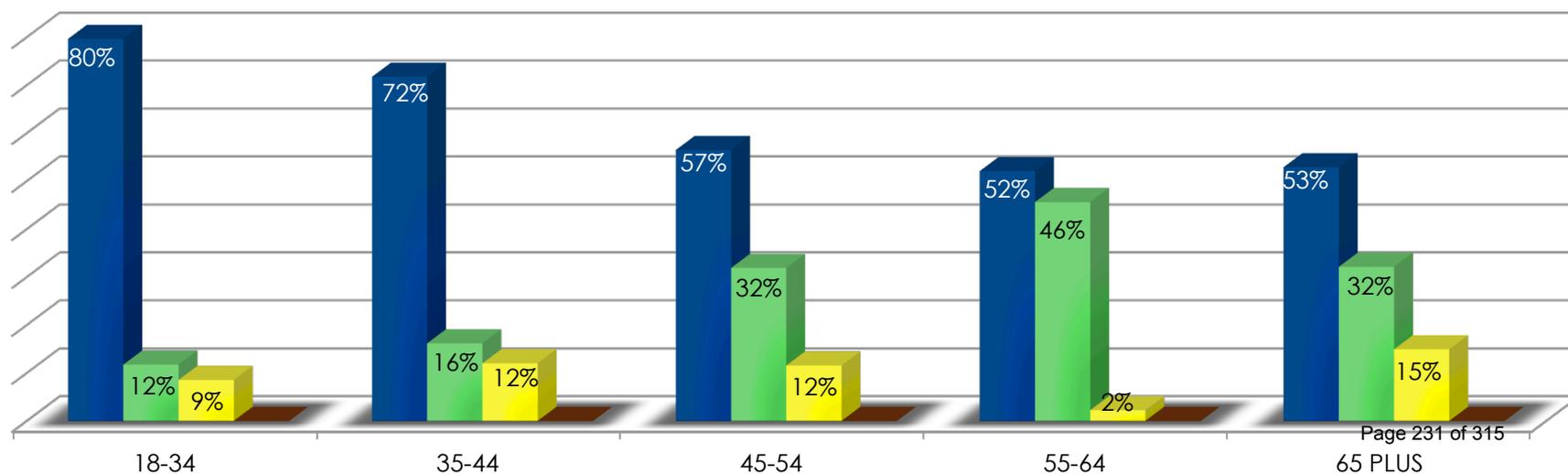
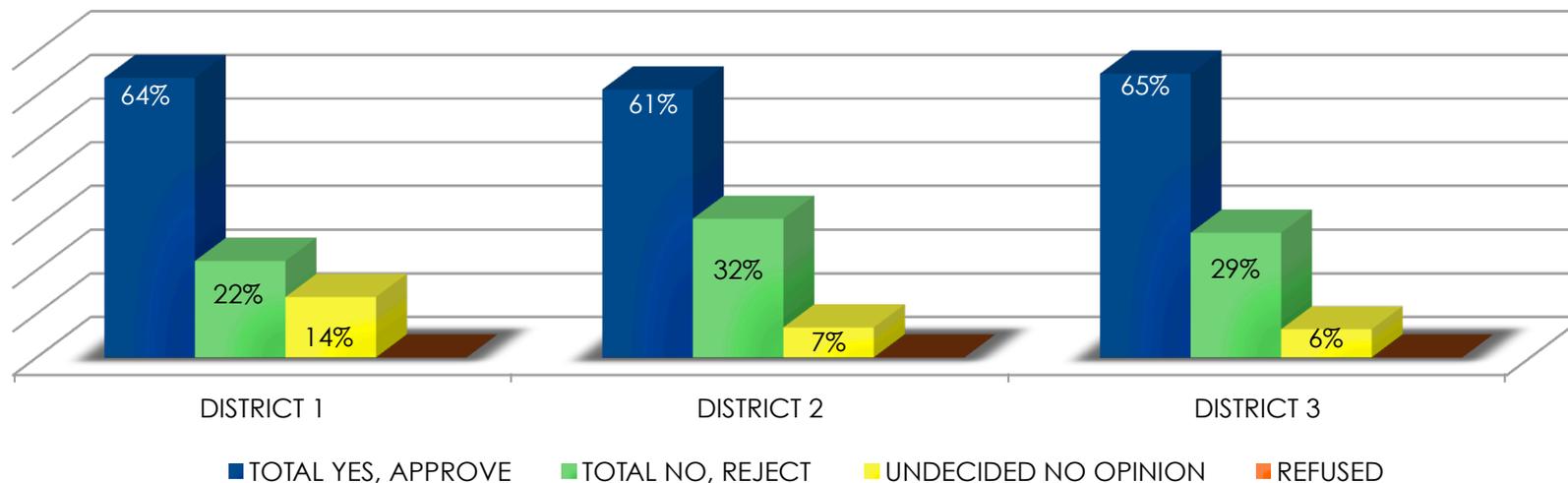
Knowing this information, if there was a ballot question this November to raise the county sales tax by three-tenths of a cent to fund affordable, workforce residential housing developments in Eagle County, would you vote yes and approve the ballot measure or would you vote no and reject the ballot measure?



- TOTAL YES, APPROVE
- TOTAL NO, REJECT
- UNDECIDED NO OPINION
- REFUSED



Knowing this information, if there was a ballot question this November to raise the county sales tax by three-tenths of a cent to fund affordable, workforce residential housing developments in Eagle County, would you vote yes and approve the ballot measure or would you vote no and reject the ballot measure?





In your own words, please tell me why you would vote yes and support the ballot question.

- “I think it's a shame that people have to commute so far to be able to work in Eagle County, but they can't afford to live here. I think it's a hardship on families and children. Parents work long hours because they have to commute so far.”*
 - Female, 35-44, Democrat
- “I think it's a basic need that we should be addressing so that if you take care of basic needs people and families are able to survive and be able to spend their money elsewhere as well.”*
 - Female, 35-44, Unaffiliated
- “Well I think that stems back to the items I mentioned earlier which is providing more affordable housing in Eagle County. I guess based on that, and additions, people living in the valley would boost the economy up here.”*
 - Male, 18-34, Republican
- “I would only vote the ballot if the expenditure wouldn't require affordable housing that would require debt.”*
 - Male, 55-64, Democrat



In your own words, please tell me why you would vote no and oppose the ballot question.

- *“Because I believe people are fiscally responsible and there are other ways to do things. No, definitely no for taxes until somebody tells me why they need that tax and no one has told me that yet. My taxes are going up, property values are going up.”*
 - Male, 55-64, Unaffiliated
- *“I would vote no in any increase in taxes until they learn to use increases wisely, I would vote no on everything.”*
 - Female, 45-54, Republican
- *“Because I'm voting to raise money for the tax for the schools and I'm not interested in more taxes.”*
 - Female, 35-44, Unaffiliated
- *“Because every time you turn around they're raising taxes and you never see anything come of it around here. Well, the tax that they just pushed through a couple months ago for this water park they're doing is like a five and a half million dollar sales.”*
 - Male, 45-54, Unaffiliated
- *“Instead of collecting money from the county people, bring in money from outside to invest in the county and create new revenues.”*
 - Male, 55-64, Democrat



In your own words, please tell me why you are undecided about supporting or opposing the ballot question.

- *“Because I just voted to increase the sales tax for roads so I am undecided whether or not to increase the tax again for this.”*
 - Female, 18-34, Democrat
- *“So without a further definition of “workforce,” who would benefit from that tax? Would it be what they normally consider employee housing so more of the seasonal workers, hourly workers, or is it going to benefit more people who actually live in the valley”*
 - Female, 35-44, Republican
- *“You aren't giving me enough information. I need to know what other initiatives are out there.”*
 - Male, 45-54, Unaffiliated

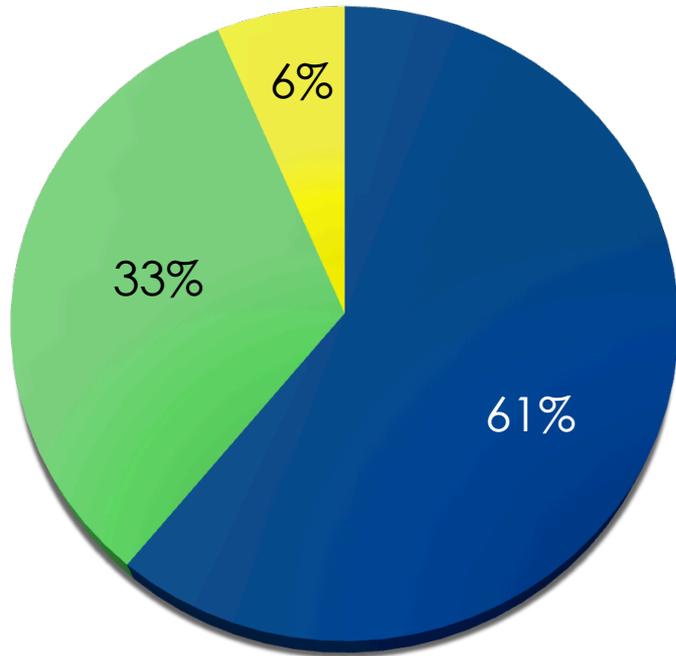


Affordable Workforce Housing Sales Tax Increase Ballot Test One/Tenth of a Cent

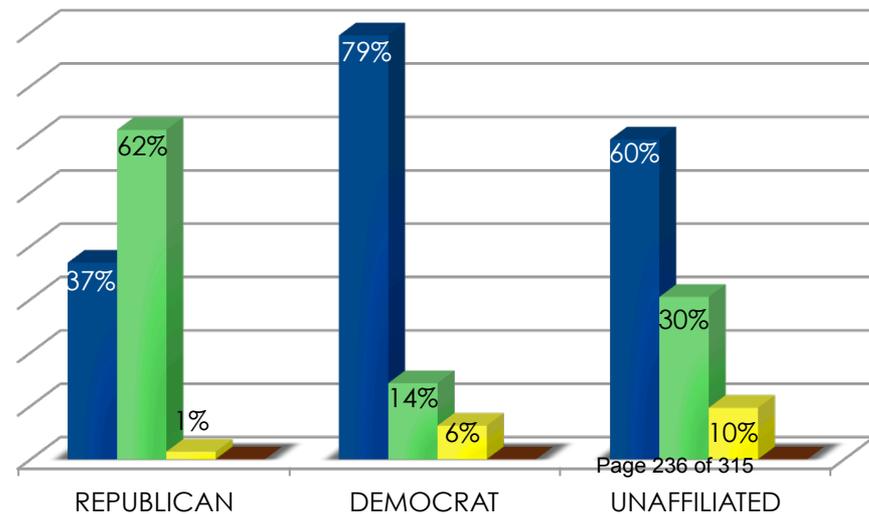
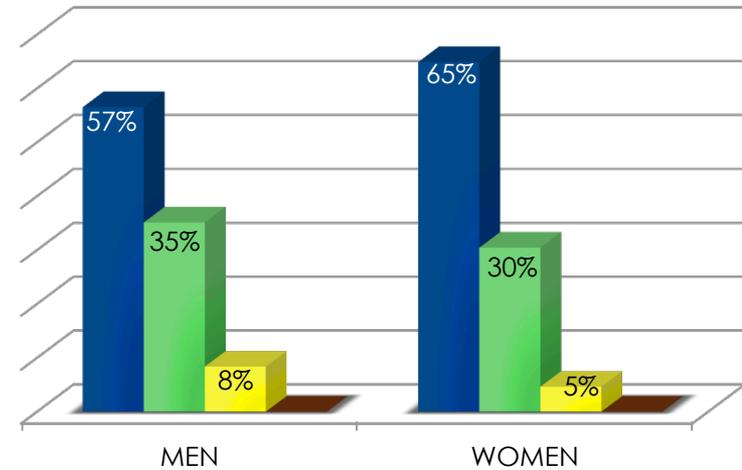
Another option being considered to raise funding for affordable, workforce residential housing developments in Eagle County is a one-tenth of a cent county sales tax, rather than a three-tenths of a cent sales tax. A one-tenth of a cent sales tax increase in Eagle County is estimated to raise about 1.5 million dollars annually. To give you an idea of the impact of a one-tenth of a cent tax rate, a \$10 purchase would amount to 1 cent in tax.

Knowing this information, if there was a ballot question this November to raise the county sales tax by one-tenth of a cent to fund affordable, workforce residential housing developments in Eagle County, would you vote yes and approve the ballot question or would you vote no and reject the ballot question?

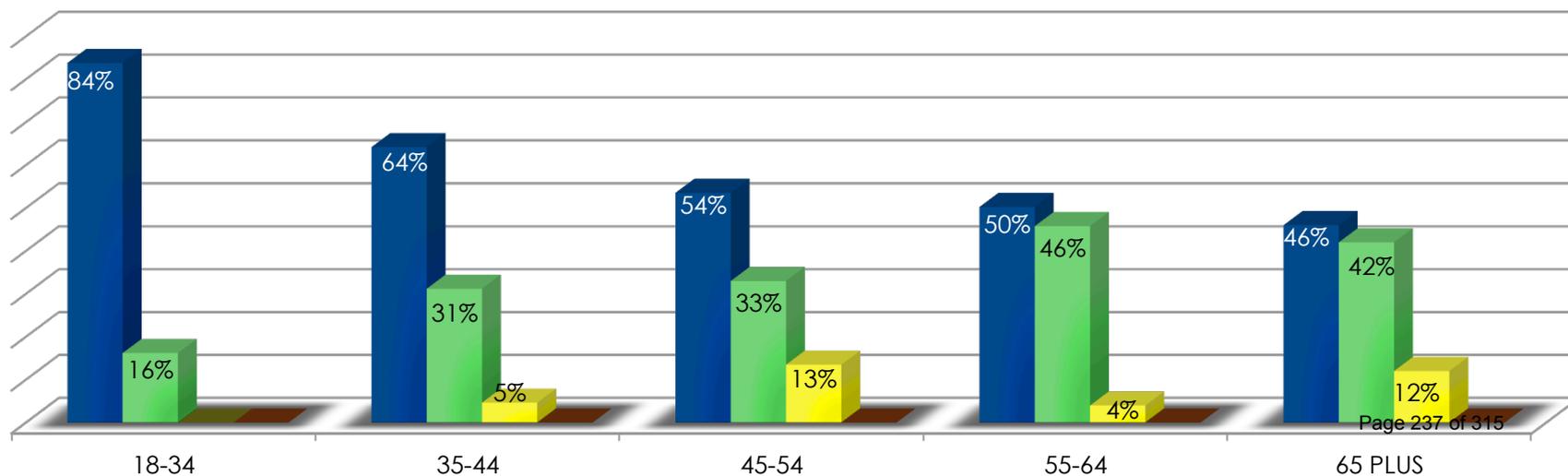
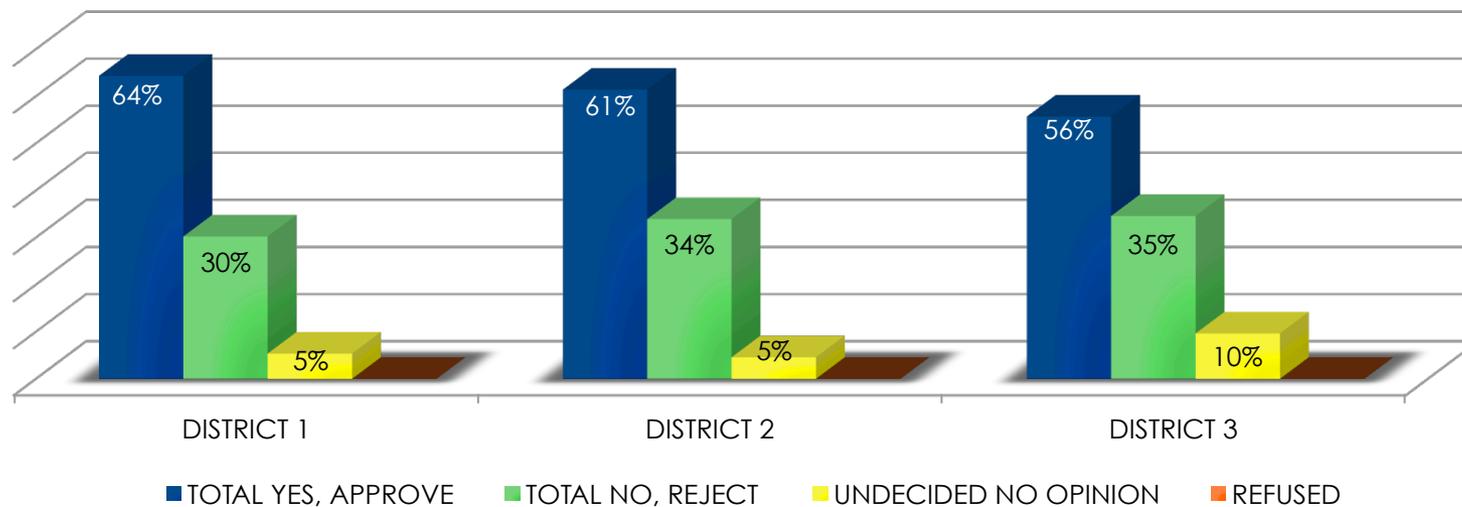
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- TOTAL YES, APPROVE
- TOTAL NO, REJECT
- UNDECIDED NO OPINION
- REFUSED



Knowing this information, if there was a ballot question this November to raise the county sales tax by one-tenth of a cent to fund affordable, workforce residential housing developments in Eagle County, would you vote yes and approve the ballot question or would you vote no and reject the ballot question?

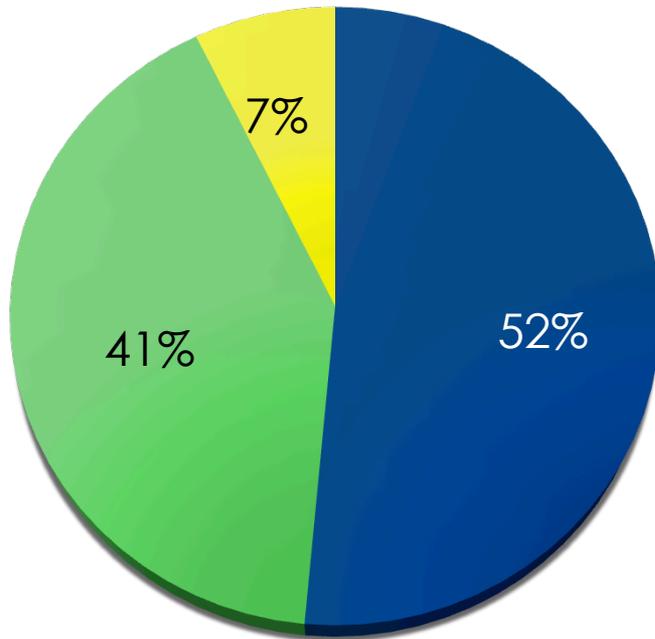


VOTER OPINION ON FUNDING CHILDCARE AND EDUCATION SERVICES

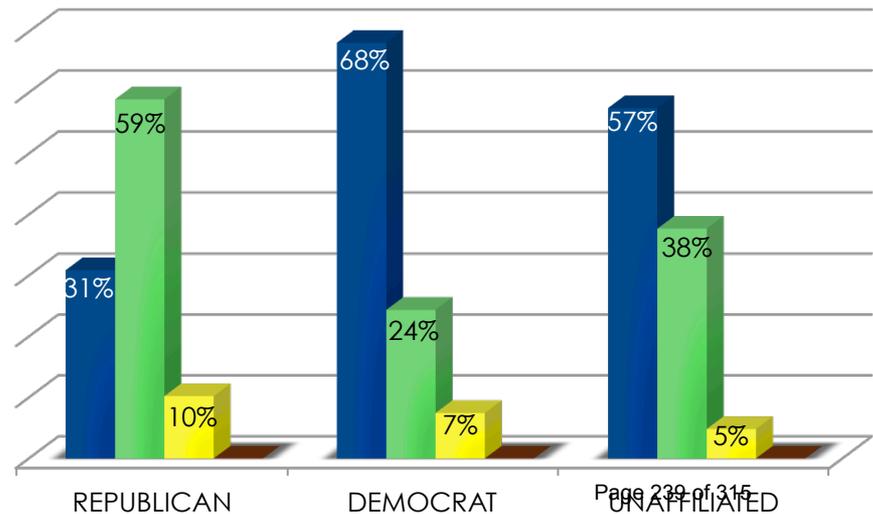
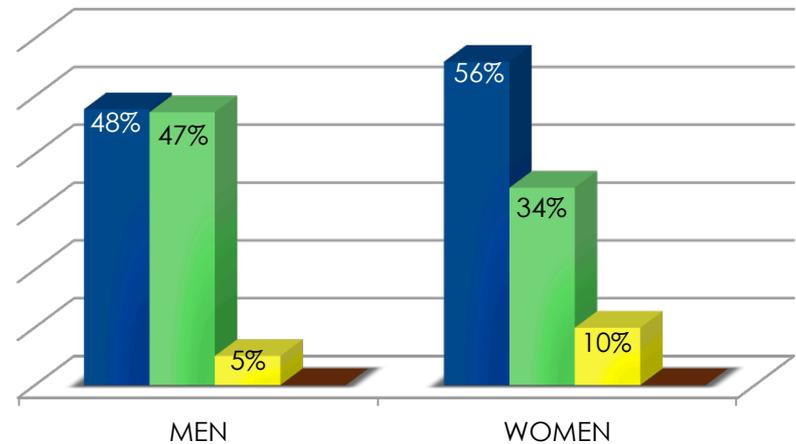
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STRATEGIES



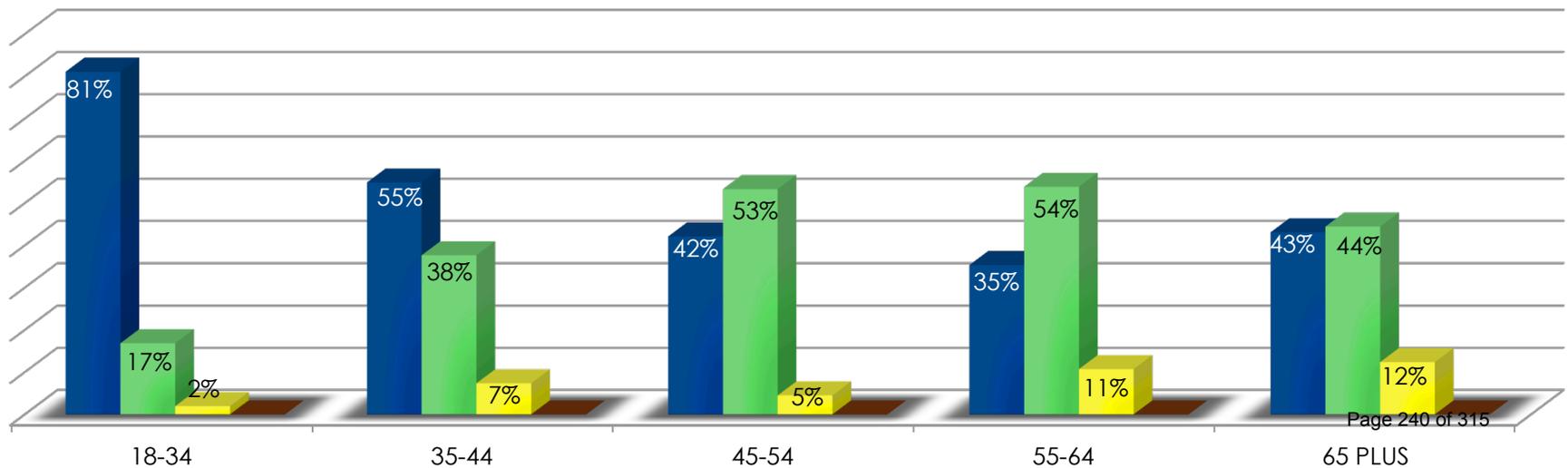
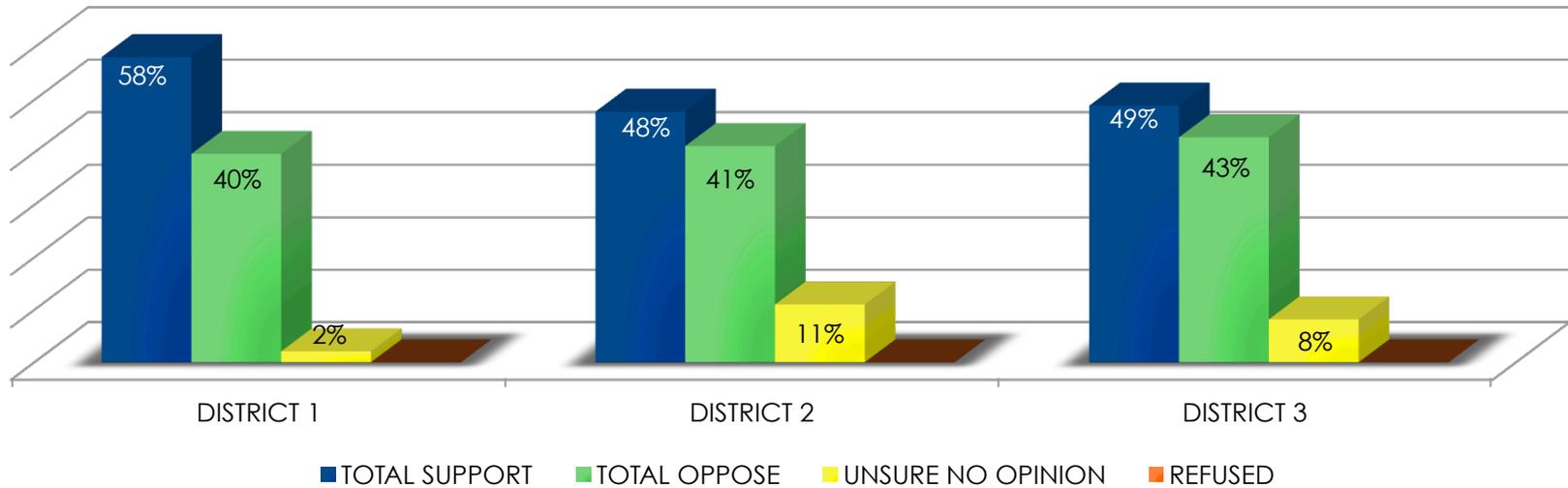
One potential ballot question would ask voters to approve a sales tax increase to fund childcare and early childhood education services in Eagle County. Generally speaking, would you support or oppose a sales tax increase to to fund childcare and early childhood education services in Eagle County?



- TOTAL SUPPORT
- TOTAL OPPOSE
- UNSURE NO OPINION
- REFUSED



One potential ballot question would ask voters to approve a sales tax increase to fund childcare and early childhood education services in Eagle County. Generally speaking, would you support or oppose a sales tax increase to to fund childcare and early childhood education services in Eagle County?

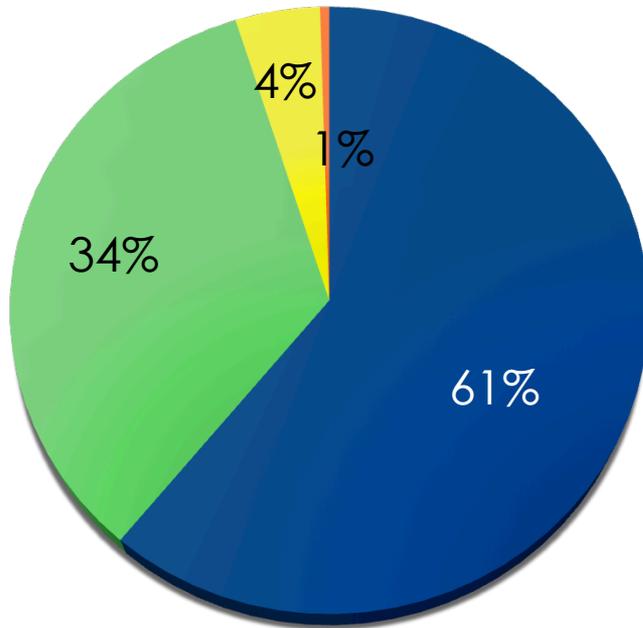




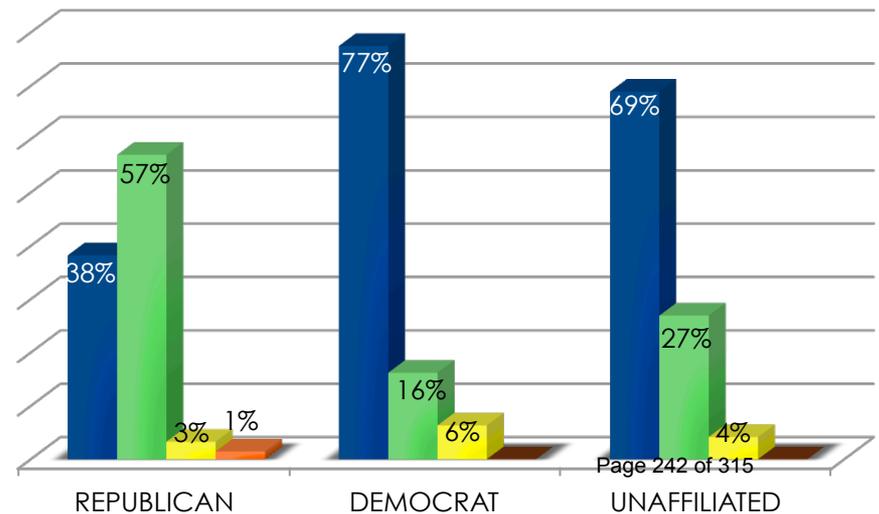
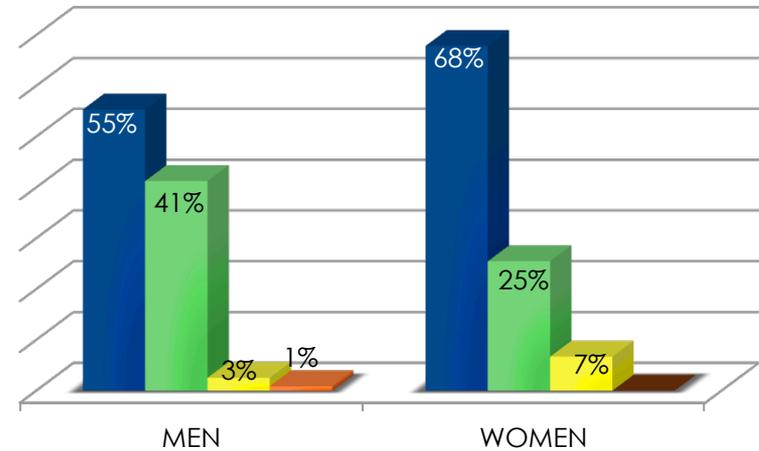
Childcare and Early Childhood Education Services Sales Tax Increase Ballot Test Three/Tenths of a Cent

The sales tax rate being considered to raise funding childcare and early childhood education services in Eagle County is three-tenths of a cent. A three-tenths of a cent sales tax increase in Eagle County is estimated to raise about 4.5 million dollars annually. To give you an idea of the impact of a three-tenths of a cent tax rate, a \$10 purchase would amount to 3 cents in tax. Knowing this information, if there was a ballot question this November to raise the sales tax by three-tenths of a cent to fund early childhood education and development services in Eagle County, would you vote yes and approve the ballot question or would you vote no and reject the ballot question?

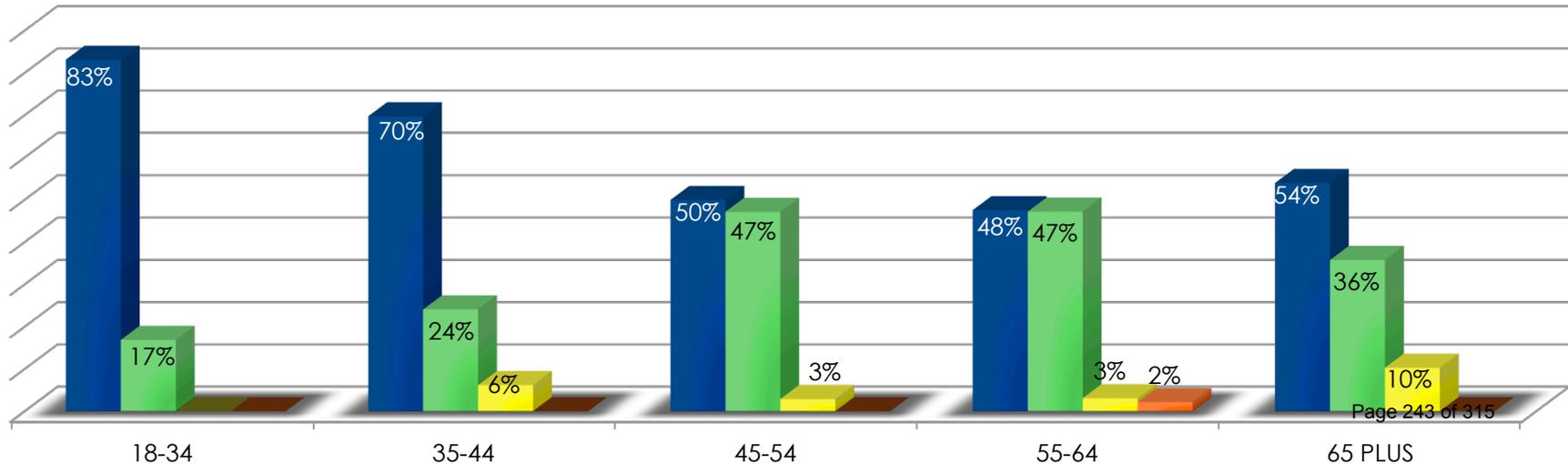
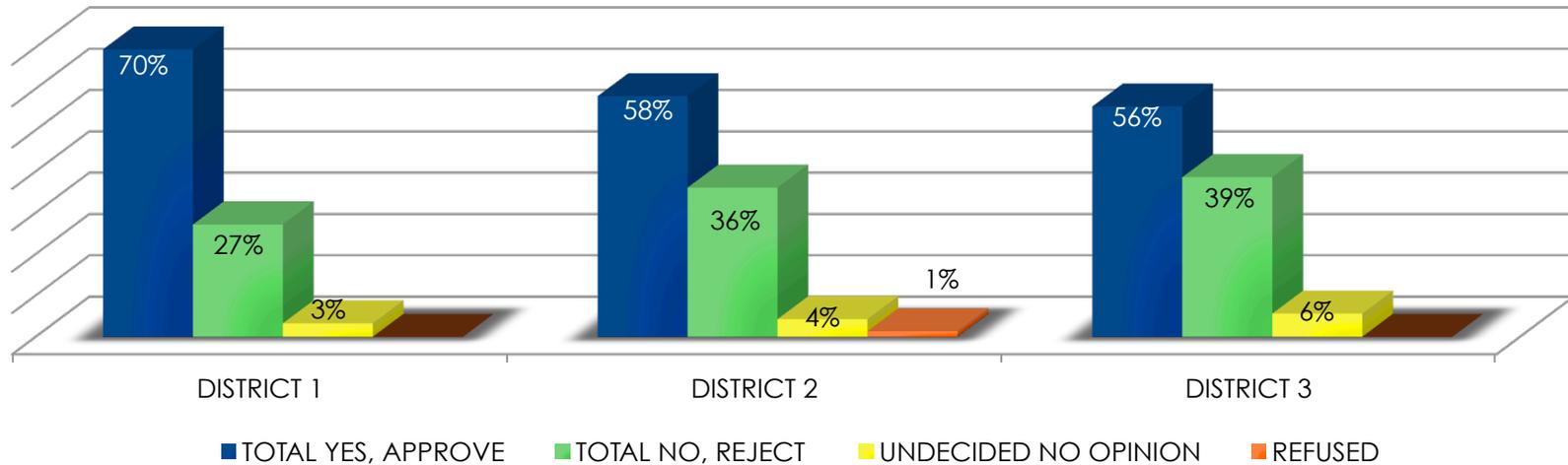
Knowing this information, if there was a ballot question this November to raise the sales tax by three-tenths of a cent to fund early childhood education and development services in Eagle County, would you vote yes and approve the ballot question or would you vote no and reject the ballot question?



- TOTAL YES, APPROVE
- TOTAL NO, REJECT
- UNDECIDED NO OPINION
- REFUSED



Knowing this information, if there was a ballot question this November to raise the sales tax by three-tenths of a cent to fund early childhood education and development services in Eagle County, would you vote yes and approve the ballot question or would you vote no and reject the ballot question?





In your own words, please tell me why you would vote yes and support the ballot question.

- “There's nowhere to get affordable childcare service. I've seen my friends who've gone through - they have to stay home and not see their husbands or wives because they can't get anywhere to - for childcare.”*
 - Female, 18-34, Democrat
- “Because it gives more adults an ability to work because of a lack of childcare, but when I was a single mom, it was very hard to afford childcare because I paid \$200 a week, I would have made more money off a county program and stay at home, but if I work...”*
 - Female, 35-44, Democrat
- “Because anything dealing with young children and childhood education is definitely where our money should be going. I don't know.”*
 - Female, 45-54, Republican
- “Any additional funding for early childhood education is critical in the state. We have limited funding and it's huge.”*
 - Male, 35-44, Unaffiliated
- “It's a need that the county has and a good percentage of it would be paid by visitors and guests and it'd be a good way of funding without affecting property taxes. It's a need that the county has and a good percentage of it would be paid by visitors.”*
 - Male, 65 Plus, Democrat



In your own words, please tell me why you would vote no and oppose the ballot question.

- “I don't think that this is the most appropriate way to utilize. Based on what I read, I don't think the funds will be utilized in a way that will really benefit early childhood development and education.”
 - Female, 18-34, Republican
- “Continued sales tax, it keeps adding up. We had to fork out money for a new school bond, and now my taxes are 250 dollars a month, another tax? I can't do it. I'm sorry.”
 - Female, 45-54, Democrat
- “The cost of living here is already to high, my family and I can barely provide grocery and goods. The sales tax rate is already one of the greatest in the country.”
 - Male, 18-34, Unaffiliated
- “We all have to raise our own kids, why should that fall on a taxpayer? We are paying for after early childhood. I raised my kids damn right it's possible/ I did and others can too. Is throwing money at it right? I don't think so.”
 - Male, 55-64, Republican
- “We've got several tax issues in front of us and I don't know how big of a problem the need is.”
 - Male, 35-44, Democrat



In your own words, please tell me why you are undecided about supporting or opposing the ballot question.

- “I think it's important, but I don't think it's the tax payers problem or the Governments responsibility and I don't know how the Government would divide or manage the money.”
 - Female, 35-44, Democrat
- “Not enough information. I need to do some research.”
 - Female, 35-44, Democrat
- “I think that a sales tax is adding insult to injury in a community such as ours. Many of the people who live and work in our community are not property owners. These are the same people having difficulties getting into a property.”
 - Female, 55-64, Unaffiliated
- “I would need to now exactly how the money would be allocate. Reply may be open ended I would need to know exactly how the money would be allocated.”
 - Female, Refused, Republican
- “I am not convinced that the government knows how to spend money wisely.”
 - Male, Refused, Republican

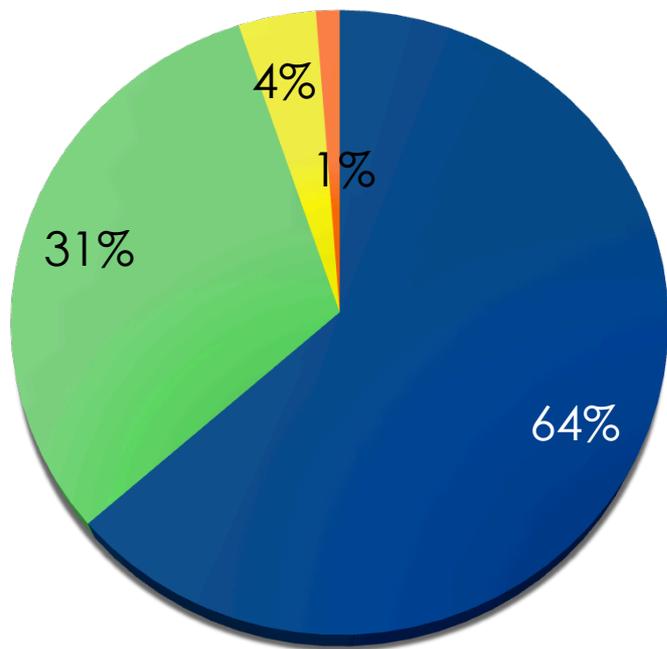


Childcare and Early Childhood Education Services Sales Tax Increase Ballot Test One/Tenth of a Cent

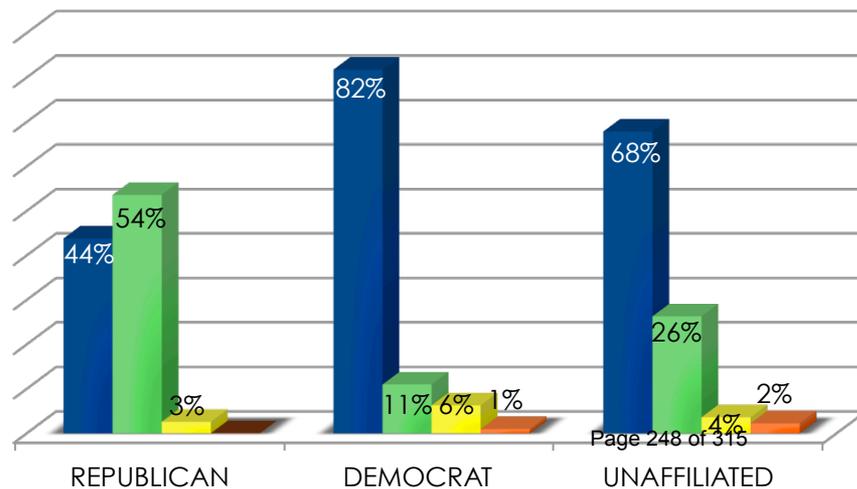
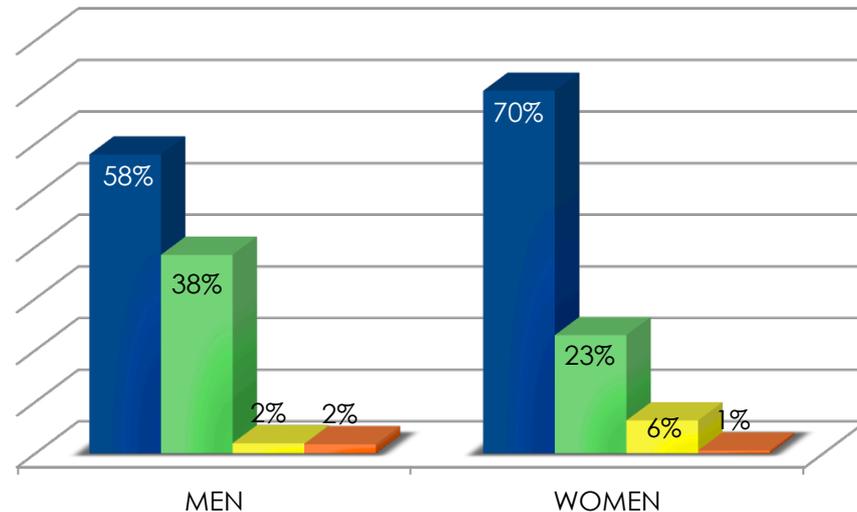
Another option being considered to fund childcare and early childhood education services in Eagle County is a one-tenth of a cent county sales tax, rather than a three tenths of a cent sales tax. A one-tenth of a cent sales tax increase in Eagle County is estimated to raise about 1.5 million dollars annually. To give you an idea of the impact of a one-tenth of a cent tax rate, a \$10 purchase would amount to 1 cent in tax.

Knowing this information, if there was a ballot question this November to raise the sales tax by one-tenth of a cent to fund early childhood education and development services in Eagle County, would you vote yes and approve the ballot question or would you vote no and reject the ballot question?

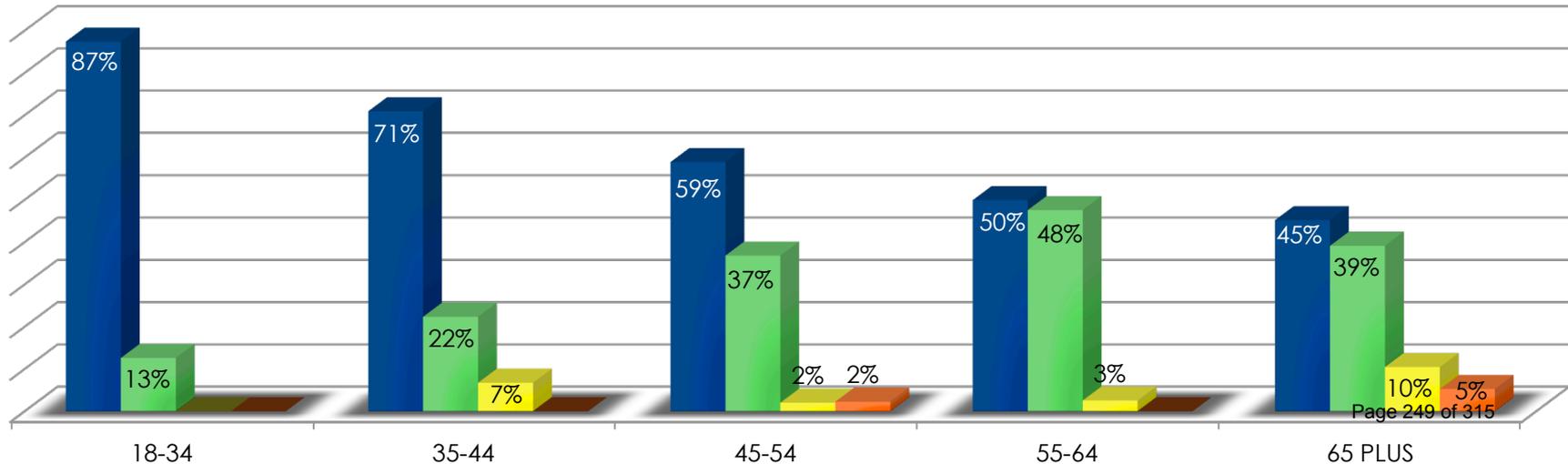
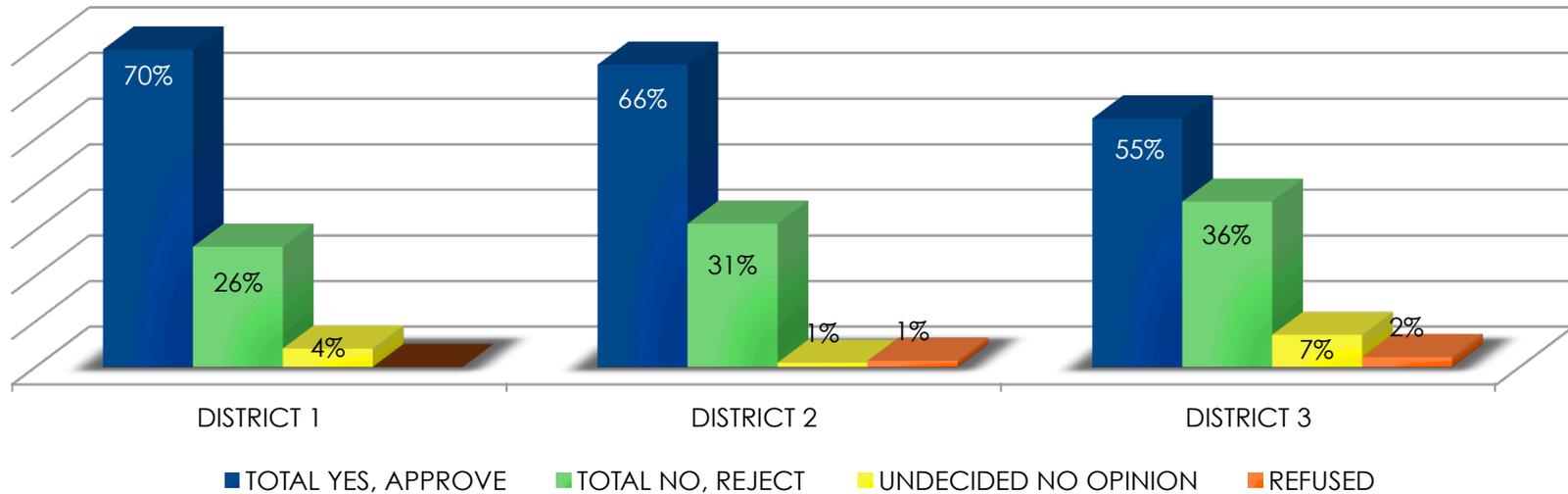
Knowing this information, if there was a ballot question this November to raise the sales tax by one-tenth of a cent to fund early childhood education and development services in Eagle County, would you vote yes and approve the ballot question or would you vote no and reject the ballot question?



- TOTAL YES, APPROVE
- TOTAL NO, REJECT
- UNDECIDED NO OPINION
- REFUSED



Knowing this information, if there was a ballot question this November to raise the sales tax by one-tenth of a cent to fund early childhood education and development services in Eagle County, would you vote yes and approve the ballot question or would you vote no and reject the ballot question?



VOTER OPINION ON FUNDING CHILDCARE AND AFFORDABLE HOUSING

MAGELLAN
STRATEGIES



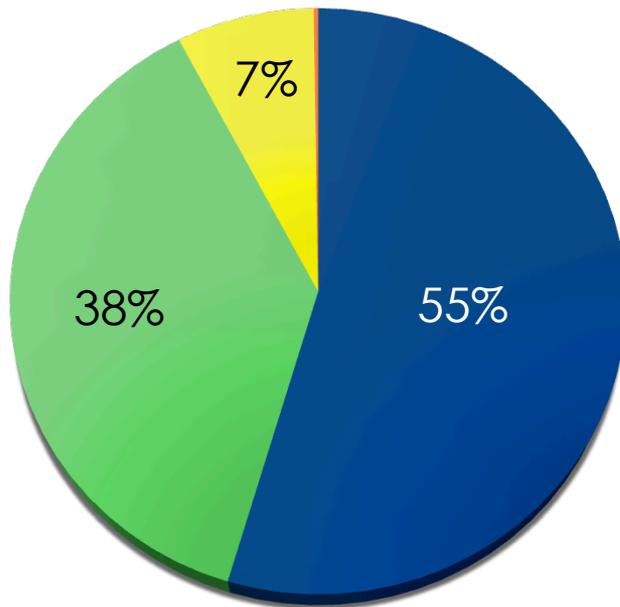


Housing and Childcare Sales Tax Increase Ballot Test

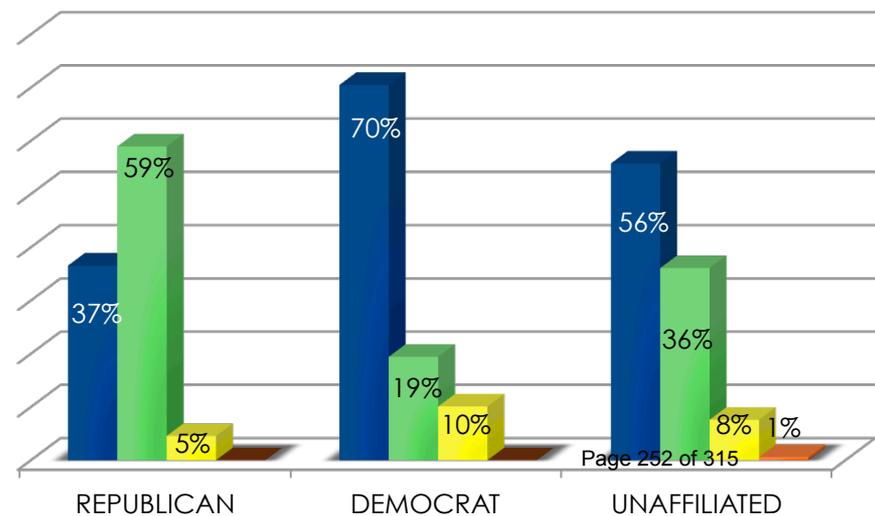
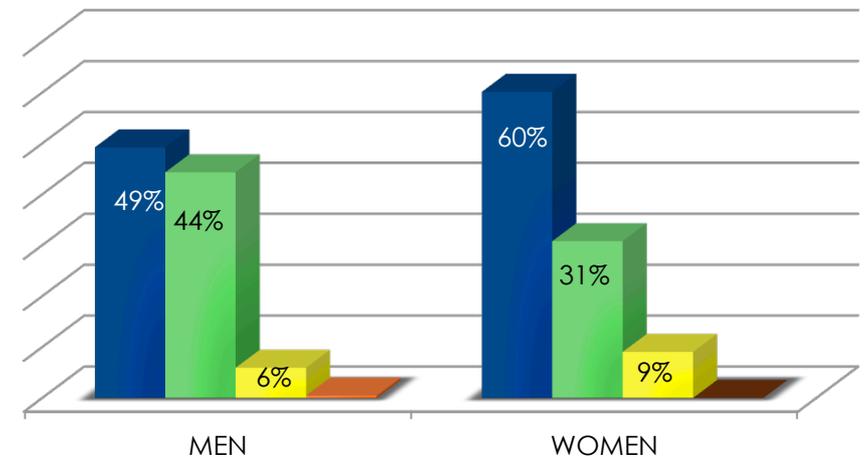
Some people say that the significant challenges of finding affordable residential housing and affordable early childhood education services in Eagle County are related. They say that the high cost of childcare keeps parents out of the workforce, impacting an employer's ability to hire employees and negatively impacting the overall economic prosperity of the county. In fact, we often hear of young families who leave their jobs and move out of the county due to a lack of childcare and affordable housing. They say that providing affordable childcare, partially funded by the county, will improve parents' abilities to stay employed thus allowing them to better afford housing and contribute more to the local economy.

Knowing this information, another potential ballot question that has been discussed would raise the county sales tax to fund affordable, workforce residential housing developments AND childcare and early childhood education services in Eagle County. Generally speaking, would you support or oppose a sales tax increase to fund workforce residential housing developments and childcare and early childhood education services in Eagle County?

Knowing this information, another potential ballot question that has been discussed would raise the county sales tax to fund affordable, workforce residential housing developments AND childcare and early childhood education services in Eagle County. Generally speaking, would you support or oppose a sales tax increase to fund workforce residential housing developments and childcare and early childhood education services in Eagle County?

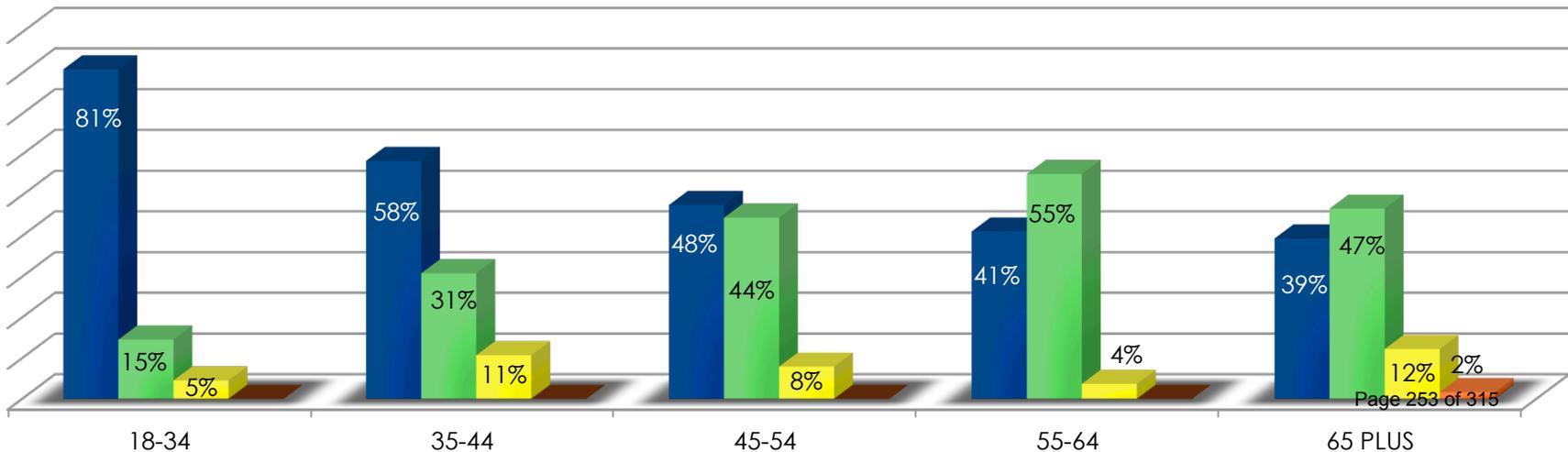
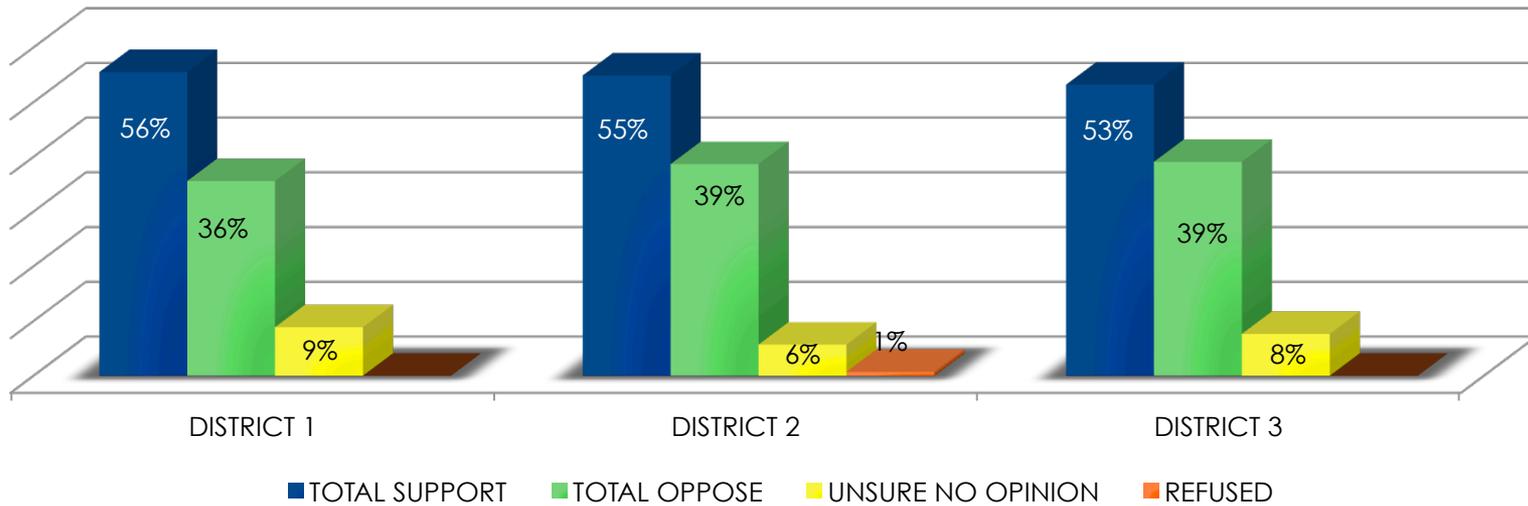


- TOTAL SUPPORT
- TOTAL OPPOSE
- UNSURE NO OPINION
- REFUSED





Knowing this information, another potential ballot question that has been discussed would raise the county sales tax to fund affordable, workforce residential housing developments AND childcare and early childhood education services in Eagle County. Generally speaking, would you support or oppose a sales tax increase to fund workforce residential housing developments and childcare and early childhood education services in Eagle County?



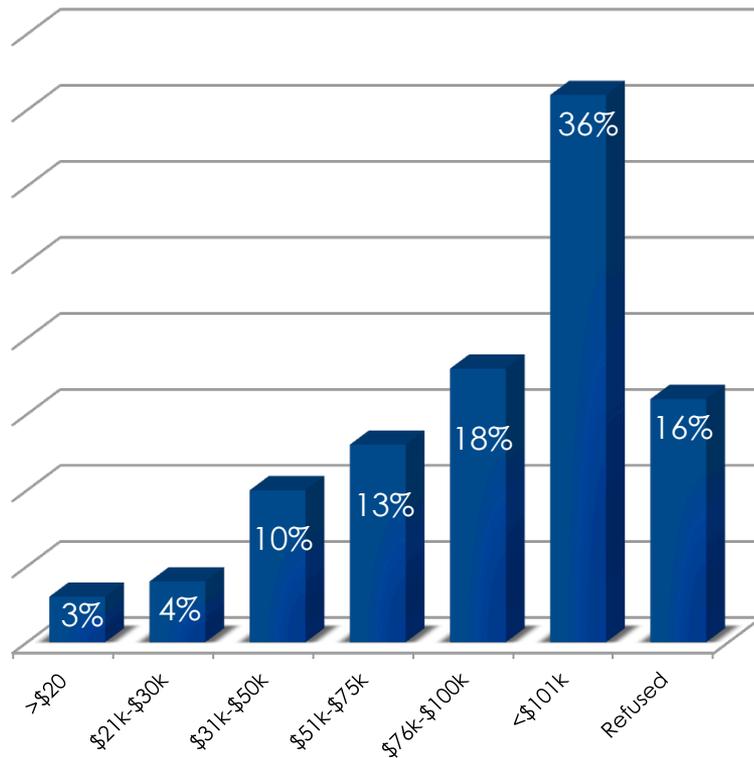
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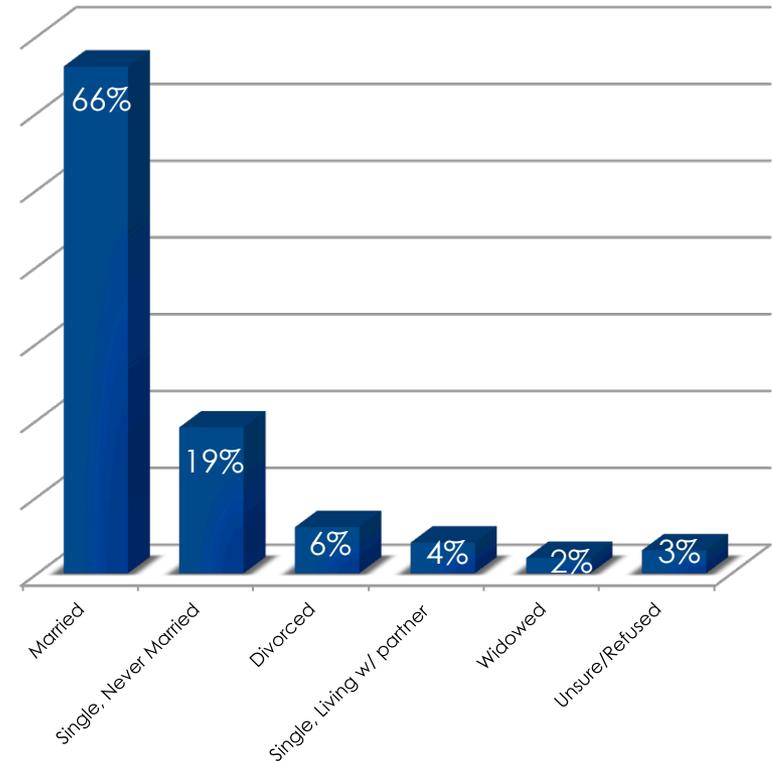


Demographics

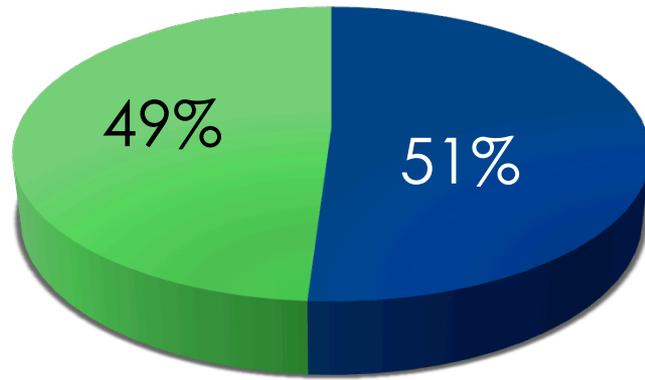
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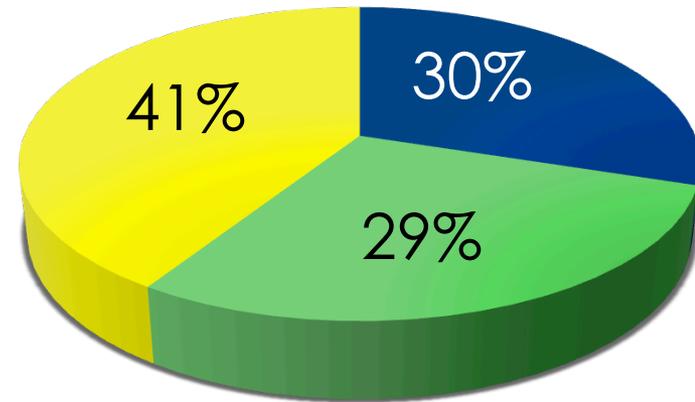
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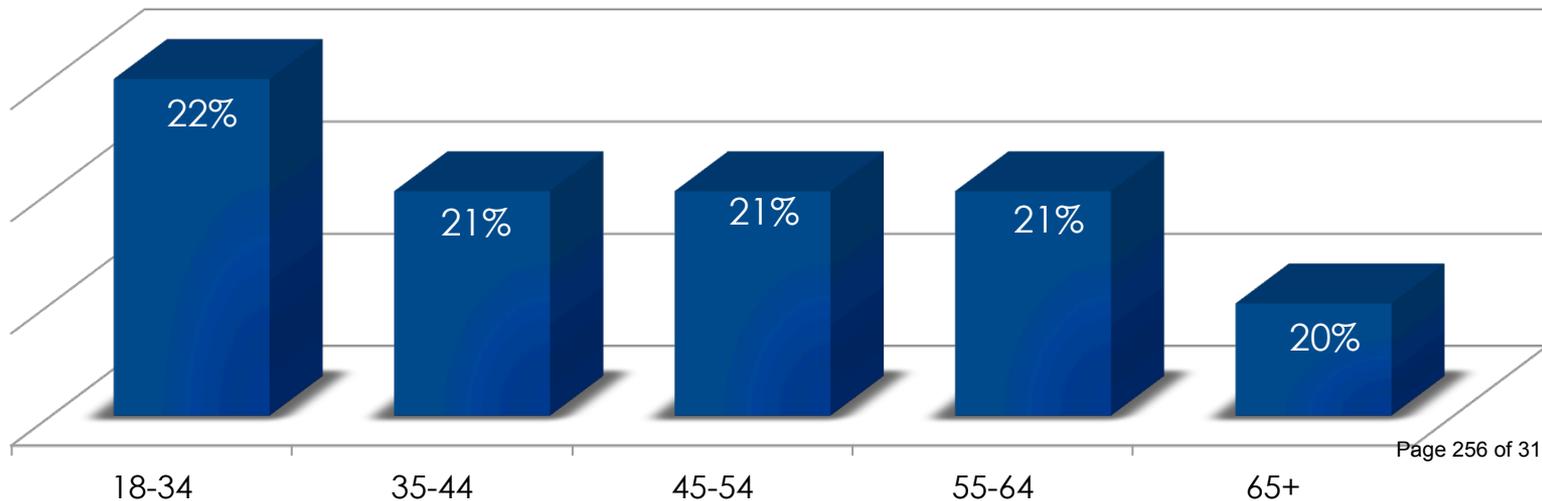
Demographics



■ MALE ■ FEMALE



■ Republican ■ Democrat ■ Unaffiliated



From: Jenny Rakow
To: [Anne McKibbin](mailto:Anne.McKibbin)
Cc: [John Schneiger \(john.schneiger@townofeagle.org\)](mailto:John.Schneiger@townofeagle.org)
Subject: FW: 4th of July
Date: Thursday, July 07, 2016 8:58:00 AM
Attachments: [EEDAE3AD-D2FB-4F75-BD8F-25A7B90F6CB0f6771.png](#)

Feedback from Gypsum. This is pretty cool.

From: Jeff Shroll [mailto:Jeff@TownofGypsum.com]
Sent: Thursday, July 07, 2016 8:55 AM
To: Jenny Rakow <jenny.rakow@townofeagle.org>; Krista DeHerrera <KDeHerrera@townofgypsum.com>
Subject: Re: 4th of July

Jenny,

The event was fantastic! A HUGE thank you to your Board. They were rock stars! We were slammed all night long serving out hot dogs, popcorn, ice cream and water. I think we went through 1,700 dogs. I especially thought it was awesome for the Towns working sided by side serving the public of both communities. That in my mind was the highlight. It was also very noticeable by the public. The crowd easily rivaled Gypsum Daze which was super surprising, but was really chill. I think everyone was generally just enjoying themselves. Please thank your Mayor and Board on behalf of the Town of Gypsum. Keep us in the loop on how we can help out in anyway when the show returns to Eagle. We are excited to participate.

Very Truly Yours,

Jeff Shroll

Town Manager, Town of Gypsum
A Home Rule Municipal Corporation
P.O. Box 130
50 Lundgren Blvd.
Gypsum, Colorado 81637
(970)-524-7514
Jeff@townofgypsum.com
www.townofgypsum.com



From: Jenny Rakow <jenny.rakow@townofeagle.org>
Date: Wednesday, July 6, 2016 at 2:33 PM
To: Krista DeHerrera <kdeherrera@townofgypsum.com>
Cc: Jeff Shroll <jeff@townofgypsum.com>
Subject: 4th of July

Krista:

So I heard our board members enjoyed the party! So glad almost all of them made it! Hope it was fun, sounded busy with the food.

Thank you & Gypsum Town Council for inviting them and we look forward to showing up together in the future for support of cross-community events like this.

Did you happen to get any numbers on bus ridership to/from Eagle? I heard there was quite the stream of cars on Highway Six.

Jenny Rakow, CMC

Town Clerk

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9623, Fax: 970-328-5203



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



June 2015

Dear Members, Friends & Colleagues:

CAST began its efforts with the impacts of Vacation Home Rentals (VHR's) back in 2009 when we put together a task force, developed an RFP, and subsequently chose a vendor to help our communities identify short-term rentals and bring them into compliance. At the time, our efforts were revenue-focused, as we recognized that our member towns were missing potentially large chunks of revenue from short-term rental owners who were not in compliance with their local government's tax requirements.

This was a lengthy process, but one of major importance as we helped bring this issue to the forefront on a national level. Our vendor, VRCompliance LLC, helped several of our communities bring in many thousands of dollars of otherwise lost revenue by assisting them in tracking and collecting information on VHR's.

While revenue collection still remains an issue, CAST's focus has shifted to include the impacts that VHR's are having on our communities in terms of loss of long-term rental housing, community character, zoning, safety, parking, noise, etc. The VHR industry is growing so rapidly there's a much bigger picture that is changing daily and is a moving target. Many of our member communities are in crisis, or will soon reach a crisis point, because of the proliferation of VHR's and the challenges created in regulating them and mitigating their impact.

To assist our members in better understanding this industry and learn from each other as to how each is handling the challenges, the CAST Board of Directors agreed to commission a study and best practices guide with Melanie Rees of Rees Consulting, Wendy Sullivan of WSW Associates and Chris Cares of RRC Associates. The end result is the attached report.

We hope that you find this report to be informative, insightful and helpful to you in your ongoing efforts. We'd like to thank the ten CAST communities who made this report possible – Breckenridge, Crested Butte, Durango, Estes Park, Frisco, Jackson, Mt. Crested Butte, Ouray, Park City and Steamboat Springs. And we also thank Melanie Rees, Wendy Sullivan and RRC Associates for their time, professionalism and thorough research efforts.

For more information, please contact me at 970-485-2737 or info@coskitowns.com.

Sincerely,

Joyce Burford

Joyce Burford
Executive Director



Vacation Home Rentals Issues, Emerging Trends and Best Practices

WIMDU

HOUSE
TRIP



VRBO®
from HomeAway®



June 2015



FLIPKEY®
by TripAdvisor®

vacasa
vacation rentals made easy

Prepared for:

Colorado Association of Ski Towns

With Participation by:

Breckenridge, Crested Butte, Durango, Estes Park, Frisco, Jackson, Mt. Crested Butte, Ouray, Park City and Steamboat Springs

Prepared by:

Rees Consulting Inc.

WSW Consulting

RRC Associates LLC

Table of Contents

INTRODUCTION	1
PURPOSE.....	1
ORGANIZATION OF THE REPORT	1
HOW TO USE THIS REPORT	2
METHODOLOGY	2
TERMINOLOGY	3
EXECUTIVE SUMMARY	4
OVERVIEW OF THE VHR INDUSTRY	4
VHR'S IN THE "SHARING ECONOMY"	4
VHR'S PRESENCE IN MOUNTAIN TOWNS.....	5
COMMUNITY CONCERNS.....	5
MATRIX OF BEST PRACTICES.....	7
I. TRACKING	10
ISSUES AND EMERGING TRENDS	10
<i>Progress Made on Hosting Site Compliance</i>	<i>10</i>
<i>Tracking Units Has Become Harder</i>	<i>10</i>
<i>Communities Use Subpoenas to Obtain Information.....</i>	<i>10</i>
<i>Data Mining Barriers.....</i>	<i>11</i>
<i>Cities Requiring Hosting Sites to Provide VHR Data</i>	<i>11</i>
<i>State Initiatives Surfacing</i>	<i>11</i>
CAST SURVEY FINDINGS.....	11
<i>When Communities Began Tracking</i>	<i>11</i>
<i>Hosting Sites Tracked</i>	<i>12</i>
<i>Frequency of Tracking.....</i>	<i>12</i>
<i>Information Collected.....</i>	<i>12</i>
<i>Understanding Owner Occupancy of VHR's</i>	<i>12</i>
<i>Approach/Methodology.....</i>	<i>12</i>
<i>Duplication of Effort.....</i>	<i>13</i>
<i>Assistance From Complaints</i>	<i>13</i>
BEST PRACTICES	13
POTENTIAL PRACTICE	15
II. REGULATIONS	16
ISSUES AND EMERGING TRENDS	16
<i>VHR's Proliferate Where Prohibited.....</i>	<i>16</i>
<i>Moving From Prohibition to Regulation.....</i>	<i>16</i>
<i>Enforcement is the Weak Link.....</i>	<i>17</i>
<i>Portland and New York Get Aggressive</i>	<i>18</i>
<i>VHR's Fight Back</i>	<i>18</i>
CAST SURVEY FINDINGS.....	19
<i>Restrictions on the Number and Location of VHR's</i>	<i>19</i>
<i>Variations in Regulations Based on Unit Type or Location</i>	<i>19</i>
<i>Restrictions on Length of Time VHR's Can Be Rented and the 30-Day Loophole.....</i>	<i>20</i>

Distinguishing Between Year-Round and Occasional VHR's 20

Rental of Bedrooms..... 20

Changes to Regulations..... 20

Local Property Manager..... 21

Safety Requirements/Inspections 21

Guest Experience..... 22

BEST PRACTICES 22

Safety 22

Property Management..... 22

Neighborhood and Community Character 23

Provide VHR Options for Owners and Help Protect Local Housing Supply..... 23

III. LICENSING AND PERMITTING..... **24**

ISSUES AND EMERGING TRENDS 24

Licenses and Permits Often Have Safety, Advertising, Notice and Renewal Requirements 24

License and Permit Fees 25

Enforcement of Licensing and Permitting Requirements..... 25

Revocation of Licenses or Permits..... 26

CAST SURVEY FINDINGS 26

Who Requires Licenses and Permits..... 26

Permit and License Fees 27

License and Permit Requirements..... 28

Enforcement of Licensing and Permitting Requirements..... 29

Revocation of Licenses or Permits..... 31

BEST PRACTICES 31

License Requirements..... 31

Fees 31

Compliance: Investigation, Education, Enforcement 32

Revocation..... 32

POTENTIAL PRACTICES 32

IV. TAXING..... **34**

ISSUES AND EMERGING TRENDS 34

Taxes Help Pay for VHR Services and Impacts 34

The Ability to Tax VHR's as Commercial Property is Limited..... 34

Hosting Sites Have Shown Some Signs of Cooperation..... 35

Locating VHR Tax Evaders Remains a Challenge 35

Tax Collection Agreements Do Not Extend to All Hosting Companies..... 35

CAST SURVEY FINDINGS 36

VHR Lodge and Sales Tax Collections – the 30-Day Rental Rule 36

Tax Rates on VHR's..... 36

VHR Tax Revenues..... 37

BEST PRACTICES 38

Coordinated Tax Collection 38

POTENTIAL PRACTICES 39

V. STAFFING..... **40**

ISSUES AND EMERGING TRENDS 40

Staff Responsibilities Shift as Issues Grow 40

Existing Staff Take On Increase in Duties..... 40

Allocating Time/Staff Resources is Low/Moderate Priority..... 40

Administrative Costs Are Unclear..... 40

Staffing Not Shared - Regional Inefficiencies..... 40

Large Cities Get Aggressive..... 41

CAST SURVEY FINDINGS..... 41

Responsible Departments 41

Number of Staff Involved and Hours Spent..... 41

Costs..... 42

BEST PRACTICES 42

Staffing Alternatives..... 42

POTENTIAL PRACTICES..... 43

Share Staff/Contract Services Through Regional Cooperation 43

Compare Costs/Benefits..... 43

VI. NEIGHBORHOOD IMPACTS..... **44**

ISSUES AND EMERGING TRENDS 44

Metro Areas React to Neighborhood Concerns 44

National Group(s) Form to Deal With Issues..... 44

Hosting Sites Cooperatively Defend Rights 45

Code Enforcement and Local Property Managers Effective Tools in Mountain Towns 45

CAST SURVEY FINDINGS..... 45

Concerns About Neighborhoods 45

Complaints 46

BEST PRACTICES 47

Outreach and Education 47

Educate Visitors – Breckenridge..... 47

Nuisance Mitigation..... 48

VII. WORKFORCE HOUSING **49**

ISSUES AND EMERGING TRENDS 49

Impacts on Accessory Units..... 50

CAST SURVEY FINDINGS..... 50

Loss of Long-Term Rentals 50

Tracking Conversion From Long-Term to Short-Term Rentals 50

BEST PRACTICES 51

Tracking Conversion of Employee Housing Into VHR's 51

Prohibiting Use of Workforce Housing as VHR's..... 51

POTENTIAL PRACTICES..... 52

Introduction

Purpose

The purpose of this report is to assist officials in Rocky Mountain resort communities better understand and oversee the growing number of Vacation Home Rentals (VHR's) rented by visitors through online hosting sites, such as VRBO and Airbnb. It describes regulations and tracking systems, examines impacts to neighborhoods and workforce housing and provides examples of best practices that can be easily referenced.

The focus is on 10 members of the Colorado Association of Ski Towns (CAST) that sponsored this study:

Breckenridge	Jackson
Crested Butte	Mt. Crested Butte
Durango	Ouray
Estes Park	Park City
Frisco	Steamboat Springs

There are wide-ranging benefits to sharing information on the efforts undertaken and lessons learned in these comparable mountain towns. Much insight is also gained from the information provided on leading edge practices and up-to-date efforts by communities across the country to respond to the proliferation of short-term rentals in residential neighborhoods. Research shows that the issues facing the large high-cost cities are much the same as the concerns that have surfaced among CAST towns. Fortunately this expands the best practices from which towns can borrow as they craft responses appropriate for the unique characteristics of their communities.

Organization of the Report

This report begins with the Executive Summary, which includes an introduction to the industry, the size of the market in participating CAST towns, and the extent to which specified issues are of concern in these communities. The subsequent sections in this report are organized around the major themes that emerged across our research:

- I. Tracking
- II. Regulations
- III. Licensing and Permitting
- IV. Taxing
- V. Staffing
- VI. Neighborhood Impacts
- VII. Workforce Housing

Each section consists of four subsections:

- Issues and Emerging Trends – Information primarily on national trends related to the particular Section. Examples from communities throughout the nation are provided. Information on the

evolution of national concerns and methods that have been employed or discussed to address each issue are presented.

- CAST Survey Findings – Findings from a survey of the 10 CAST communities that participated in this study. Information on how different communities have addressed or struggled with VHR issues in each section is presented. Particularly innovative or effective methods to address each issue are highlighted.
- Best Practices – Practices that communities wanting to address particular issues should consider. This includes examples from larger cities, high-cost communities and resort towns. Each practice will likely require tailoring to meet unique community circumstances.
- Potential Practices – Suggestions that communities may consider to address certain issues. This includes practices for which either community examples were not found or that address issues that may selectively affect certain communities or be of peripheral concern to some.

Each section informs the types of issues town officials and staff have raised and that may arise as communities shape policies, continue oversight and consider regulatory options.

How to Use This Report

This report is intended to be used as a manual for communities interested in learning about and addressing particular VHR impacts. Each section may be read independently of the other sections. Each section contains all of the information particular to the section's topic, meaning it should not be necessary to "mine" information from other sections of the report to collect the information needed.

If read from front to cover, readers will encounter some repetition among sections. Several community examples and methods used can be effective at addressing multiple VHR issues and may, therefore, appear in multiple sections. Each section, however, highlights the most important components of each example that helps address the topic issue for that particular section, presenting new or alternative information from that provided in other sections.

Methodology

Sources referenced in this report include:

- A 12-page questionnaire completed by staff in the 10 participating CAST communities;
- A survey on perceptions about community concerns related to short-term Vacation Home Rentals completed by 34 staff and elected officials in the 10 participating towns;
- Articles published in newspapers, trade journals and on-line news services;
- Municipal and county web sites, codes, ordinances, policy memos and relevant studies;
- Hosting sites (VRBO, Airbnb, etc.);

- Colorado State Demography Section of the Department of Local Affairs;
- 2010 Census; and
- The Colorado Constitution, Colorado Revised Statutes and relevant case law.

Terminology

Vacation Home Rental (VHR): The term used in this report for the residential units that are listed for rent on a short-term basis through one or more online hosting sites. There is no consistency in the terms used by municipalities or the industry for these units. “Vacation” was included since this report focuses on mountain resort towns where most rentals are used for vacations. “Home” indicates these are residential units rather than commercial lodging.

Hosting Site(s): VRBO, Airbnb and an increasing number of other for-profit internet-based businesses that provide online listing services for various types of short-term residential rentals including Vacation Home Rentals.

Owner/Manager: The contact entity for the Vacation Home Rental. Often referred to as the “host,” particularly in reference to renting of bedrooms within a private residence and accessory units where the primary occupant (owner or long-term renter) lives on site.

Executive Summary

Overview of the VHR Industry

Vacation Home Rentals are BIG Business. The industry is large and rapidly growing, capturing an increasing share of the travel/lodging market. New hosting sites like Vacasa are continually popping up, trying to capture a share of the large profits being generated. In 2014 there were over 2.1 million rentals listed on the top three hosting sites:

- HomeAway, which includes VRBO and roughly 60 other hosting sites, has more than 1 million listings in 190 countries.
- Airbnb offers over 800,000 listings in more than 34,000 cities worldwide.
- FlipKey offers 300,000 properties in 179 countries.

In comparison, the Marriot family of hotels, which has 19 different brands (from Ritz Carlton to the Courtyard), are located in 4,000 destinations in 78 countries – only 40% of the countries served by HomeAway and 12% of the cities serviced by Airbnb.

Part of this fast rise in VHR activity has been assisted by the unequal taxing structure in its early years when compared to traditional lodging businesses. “When you tax one thing and don’t tax another, it’s not shocking that one grows faster,” as stated by William F. Fox, University of Tennessee economics professor, in an interview with Bloomberg BNA. This is also part of the reason electronic commerce developed as rapidly as it did 15 years ago.

VHR’s in the “Sharing Economy”

The industry, for which no single term has emerged, is considered part of the “sharing economy”, which is described on Wikipedia as:

*A **sharing economy** takes a variety of forms, often leveraging information technology to empower individuals, corporations, non-profits and government with information that enables distribution, sharing and reuse of excess capacity in goods and services. A common premise is that when information about goods is shared (typically via an online marketplace), the value of those goods may increase, for the business, for individuals, and for the community.*

The industry has grown far beyond its original status within the “sharing economy.” It is no longer just using “excess capacity” -- a spare bedroom or two, the home a family would otherwise leave empty while on vacation, or the second home that owners visit only a few times a year. Many units now listed on these hosting sites previously housed members of the workforce. They were once homes for families, but are now tourist accommodations. They were occupied by their owners or rented long term but are now investor owned and rented for the highest rates achievable as frequently as possible for maximum profits.

The business model is very distinct from the traditional lodging industry, which also uses online advertising and booking systems. The difference is that most online hosting sites function as brokers, taking a percentage of rent charged but leaving compliance with local laws to the individual

owner/manager and guest. Unlike hotels and other commercial lodging accommodations, online hosting sites do not ensure that residences meet quality or minimum safety standards, generally do not collect sales and lodging taxes, and are not limited to locations within commercial zones where the use may be more compatible or expected.

VHR's Presence in Mountain Towns

VHR's are a significant resource in Rocky Mountain towns, providing visitors an alternative to traditional lodging offered in these tourism-based economies. The growth in the number of residential units listed on hosting sites in these communities is outpacing much of the rest of the country and growth in visitor utilization of these sites is also up. HomeAway reported in 2014 that Park City and Winter Park made their list of top 10 destinations for the largest increase in new vacation rental listings. Crested Butte was one of the top 10 in terms of destinations, showing the largest increase in traveler demand.

VHR's now equal between 1% and 52% of total residential units among the participating CAST communities. In most towns, VHR numbers have been growing during a time when the recession brought construction to a halt and new housing starts have just started to recover.

VHR's Compared to Housing Units

	Total Housing Units 2014 Estimates	VHR Listings 2014	Percent of Units Listed
Breckenridge	7,187	2,911	41%
Crested Butte	1,098	170	15%
Durango	7,234	73	1%
Estes Park	4,176	301	7%
Frisco	3,167*	184	6%
Jackson	4,736	N/A	N/A
Mt. Crested Butte	1,575	819	52%
Ouray	802	97	12%
Park City	9,471*	2,547	27%
Steamboat Springs	9,991	696	7%

*2000 Census figures; 2014 estimates for other towns from Colorado State Demographer.

Community Concerns

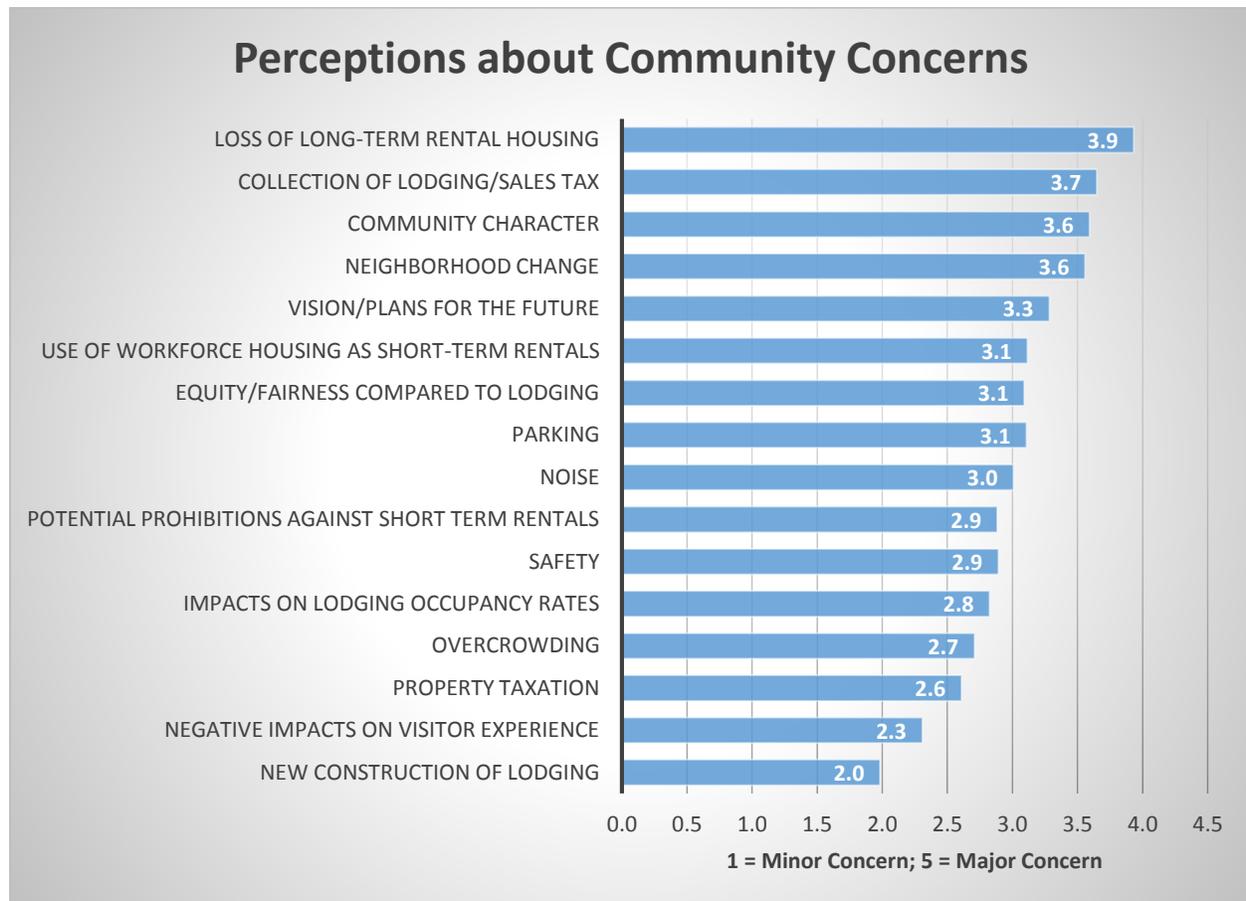
From large cities to small resort towns, the proliferation of VHR's is raising concerns. The National League of Cities reported that common elements among communities of all sizes are the issues of ensuring that safety, regulation and licensing systems are up to par, along with proper taxing procedures given the revenue development potential.

Issues related to the tight and expensive housing markets, preservation of resident neighborhoods and character, and ensuring a fair playing field with other lodging businesses in terms of tax payment and regulations are the top concerns among participating CAST communities. The top five issues of concern, in order, are:

- Loss of free-market rental housing previously rented to the workforce on a long-term basis;

- Collection of lodging/sales tax;
- Community character;
- Neighborhood change; and
- Vision/plans for the future.

The use of housing restricted for occupancy only by members of the workforce as a VHR was of less concern than the loss of market rentals; this report will show it happens infrequently. Safety is a moderate concern but one that might increase over time if accidents and injuries occur.



Source: Survey of elected officials and staff in 10 participating CAST communities; 34 responses received.

Several other concerns that were not as prominent deserve mention given their unique ties to these communities.

Visitor Experience – The potential negative impacts of VHR’s on visitor experience, through low quality or unsafe accommodations for example, received a relatively low rating overall. Park City, however, rated this issue significantly higher (3.7 average). The resort prides itself on its reputation for offering a paramount visitor experience and is concerned that a largely unregulated industry could adversely impact this experience.

Over time, concerns about negative visitor experiences may increase from:

- Publicized incidents of visitors who are endangered, hurt or even killed by unsafe VHR's that are not up to lodging codes;
- Dissatisfaction among visitors who want to "live like locals" and experience the "real" community they are visiting, yet discover that the increased number of VHR's have displaced locals and turned neighborhoods into lodging districts.

In many resort communities, surveys sponsored by Chambers of Commerce, the ski resort companies, the municipalities or other entities could be a source for better understanding visitor experience and determining if steps should be taken to help experiences be positive. Questions about how lodging reservations are made are standard in these surveys. In some towns including Breckenridge, analysis of existing surveys could be very insightful about visitor experience.

New Lodging Construction – Most communities do not appear to be concerned that the increased availability of VHR's through online hosting sites may be a factor in reduced hotel and lodging development. Of the 10 CAST participants, the only one with major lodging projects under construction is Breckenridge.

Equity/Fairness With Lodging – Communities are concerned about VHR's being treated equitably with existing commercial lodging. The term "level playing field" was used by many of the town officials interviewed.

Potential Prohibitions Against Short-Term Rentals – This is a concern of many community members, including but not limited to:

- Local residents who want to occasionally rent their homes or spare bedrooms short term to help pay mortgages.
- Realtors with listings they want to be allowed to sell to investors or second homeowners who want to rent their units short term.
- Public officials who recognize the contributions that VHR's make to their bed base and tax revenue.

Contrary to community concerns about potential prohibitions, most communities have been moving to legalize VHR's where they were previously prohibited.

Matrix of Best Practices

The following matrix summarizes the Best Practices described in this report. The Best and Potential Practices are listed in the column on the left. The report section within which each practice is discussed and recommended appears across the top row. An "X" indicates each section within which the recommended practice is discussed. This serves both as a summary of practice recommendations that was derived from this research, as well as a map for the report so that communities interested in a particular practice can easily locate each section of the report with relevant information. Some practices are applicable to multiple issues as indicated by an "X" under more than one category.

CAST could have a significant role in the implementation of Best Practices, taking on responsibilities for state initiatives in revisions to state statutes on property and sales taxes, negotiating agreements with hosting sites and developing efficient tracking systems.

Best and Potential Practices	Tracking	Regulations	Licensing Permits	Taxing	Staffing	Neighborhood Impacts	Workforce Housing
Post information within the VHR		X	X			X	
Require local manager/emergency contact		X	X			X	
Coordinate with jurisdictions in region	X			X	X		
Create website on VHR's		X	X			X	
Require property inspections		X	X				
Negotiate Airbnb agreement	X			X			
Require license numbers to be on all listings	X		X				
Give neighbors notice			X		X		
Map licensed/permitted VHR's	X					X	
Establish fee to cover management costs			X		X		
Coordinate tracking across departments	X				X		
Publish VHR requirements in newspapers			X		X		
Work with code enforcement on complaints	X						
Post local VHR regulations on Airbnb	X						
Restrict VHR concentration		X					
Implement more restrictive regulations where impacts are higher		X					
Give owners unique rights to short-term their homes		X					
Permit bedroom rentals w/owners present		X					
Create separate categories for VHR's depending on time rented		X					
Dedicate/hire staff for license compliance			X				
Educate realtors about requirements			X				
Link complaints to legal vs illegal VHR's			X				
Establish enforcement procedures and use them			X				
Revoke licenses/permits for violations			X				
Increase license fees to mitigate workforce housing impacts			X				
Collect VHR details on license or permit applications			X				
Educate visitors that listings must have license numbers			X				
Initiate state action to address 30-day limit on sale taxation				X			
Initiate state action to address how properties are classified for property taxes							
Assign community development lead responsibility for VHR's					X		
Coordinate VHR's w/ economic development					X		
Add staff specialist					X		
Hold stakeholder roundtables						X	
Impose occupancy limits						X	
Impose visitor limits						X	

Best and Potential Practices continued	Tracking	Regulations	Licensing Permits	Taxing	Staffing	Neighborhood Impacts	Workforce Housing
Limit outdoor parties						X	
Manage trash						X	
Address parking						X	
Have general nuisance provision						X	
Use real estate database to track conversion of housing into VHR's							X
Create housing census							X
Prohibit use of workforce housing for VHR's							X
Require check for workforce compliance when licensing VHR's							X
Allocate VHR revenue to housing							X
Replace lost housing units							X

I. Tracking

Issues and Emerging Trends

The ability to track and collect information on Vacation Home Rentals advertised on hosting sites is in turmoil. Local governments have been struggling with finding and identifying VHR owners and property managers since this issue arose in the mid-2000's. CAST communities are not the only communities struggling with collecting the information that they need to ensure VHR's are operating as legal licensed and tax paying entities. The general consensus is that more cooperation from the hosting sites is needed to improve tracking and VHR compliance. Current litigation and legislative efforts are largely aimed at this purpose.

Progress Made on Hosting Site Compliance

Both Airbnb and HomeAway (and its subsidiaries), the two primary hosting sites, provide information on their websites and in their user agreements that alert VHR owners that they may be subject to and must comply with permitting, licensing and tax laws in their jurisdiction.

Airbnb has a "Responsible Hosting" webpage, which includes notifying owners to check their community's regulations with respect to taxing, permits and other regulations, with links provided to several city websites explaining these requirements.

Airbnb has negotiated agreements with several cities to collect taxes on behalf of VHR's that are hosted on their website. San Francisco was also able to collect back-taxes owed. These agreements may contain additional provisions, such as requiring permit numbers to be posted on advertisements. Part of Portland's agreement will allow VHR hosts to receive free smoke and carbon monoxide detectors upon request and Airbnb will assist Portland's tourism board to promote the city and its attractions.

Tracking Units Has Become Harder

Despite these advances, collecting information on VHR's advertised on these sites has gotten more difficult. The experience of CAST community participants has not been unlike that of cities and counties throughout the nation. CAST communities noted that:

- Exact address and owner contact information is not available on Airbnb and limited on other sites;
- Listings are inconsistent, with some providing street addresses and unit numbers and others not; and
- VRBO no longer lists properties in the same order, meaning that new listings are harder to find.

Communities Use Subpoenas to Obtain Information

Several communities facing the same frustrations have issued subpoenas with some success to procure ownership and rental information from Airbnb and other hosting sites. VHR owners have sued Airbnb to preserve the privacy of their information. Pursuant to Airbnb's user agreement, subpoenas protect them

against legal action from VHR owners/managers. Subpoenas are, therefore, one method through which detail on owners and bookings may be received from some hosting sites.

Data Mining Barriers

Adding complication, HomeAway's user agreement for visitors to its website prohibits data mining of information on VRBO and its other sites without its written permission. Governments seeking information to ensure VHR license and tax compliance have not been issued such permission. Program scripts to collect data from Airbnb are available online, but are of limited utility for tracking units given the impreciseness of property location and lack of address and owner information provided.

Cities Requiring Hosting Sites to Provide VHR Data

The lack of accessible data has resulted in some communities instituting or considering ordinances requiring names and addresses to be provided by hosting sites. For example, Portland has struggled to increase its license participation rate above 10 percent. The City's inability to identify violators or receive cooperation from Airbnb in ensuring compliance or providing needed information led the City to pass a new ordinance effective this year. As of February 20, 2015, VHR hosting websites are required to provide the VHR location and names and addresses of VHR owners/managers so the City can verify that properties are operating pursuant to city requirements. This information has yet to be released by the hosting sites.

San Francisco began licensing short-term rentals in February of this year. In March, only a few dozen residents had registered, while about 5,000 rooms and units are listed on short-term rental sites. A city board member has proposed revisions to require Airbnb to share data about rentals, including length of time rented and unit information.

State Initiatives Surfacing

Dueling state initiatives have also been making their way into the legislature. For example, in California, SB 593 would require online vacation rental companies to disclose VHR information to cities and counties. A competing bill, AB 1220, sought to prohibit local governments from collecting Transient Occupancy Tax (T.O.T.) for short-term residential rentals, but has since been withdrawn by its author.

CAST Survey Findings

When Communities Began Tracking

Most participating CAST communities began tracking VHR's advertised on various hosting sites between five and ten years ago. Tax collection was the primary motivation. Durango is the exception, having started tracking in 2014 in response to neighborhood impacts and citizen concerns.

Hosting Sites Tracked

All track VRBO and Airbnb and most also track HomeAway and Craigslist. Local property manager sites and the local newspaper are alternative sources that some communities scour. Only three communities track rooms for rent in addition to complete units.

Frequency of Tracking

Communities may pull data monthly, quarterly, yearly, or a few times each year. Durango, Breckenridge and Steamboat are a few communities that track VHR's on a regular basis. Several other communities track properties "as time allows."

Information Collected

All communities face challenges collecting VHR data. The information available varies by hosting site. Airbnb does not provide addresses, owner contact information, nor exact locations of units and other sites have varying pieces of information available. While condo complex names, bedrooms available for rent, and rental terms (daily, weekly, monthly) may be pulled from various sites, this information is inconsistent in its availability.

Understanding Owner Occupancy of VHR's

Only Frisco noted that they are able to identify the time that owners occupy their units. This is typically checked only when units are listed by both a property manager and the owner. They have found that owner occupancy may be reported on the listings calendar on some hosting sites. For units managed by a management company for part of the year, some may be able to report the number of weeks for which the owner occupies the unit or is responsible for bookings.

Approach/Methodology

Each community pulls data manually and conducts a record-by-record search. While VHR addresses can eventually be identified, the process is time-consuming and can be frustrating.

VHR information is stored in MS Excel or Access and new listings are manually compared to existing files. In communities with licensing and permitting requirements, listed VHR's are cross-checked with licensing/permitting records to check compliance.

If addresses are not found through the hosting sites, communities use a combination of photos, online maps, condominium complex names, owner names and/or property management names to locate a property. If an owner or property manager is known, they can be contacted for an address. Maps may provide the general location, and photos make it possible to identify the property upon driving to the area or comparing to ArcGIS and Google map street views. Some conducting property searches are very familiar with the communities and can recognize most properties from the photos while sitting at their desks.

Durango and Steamboat Springs both tried creating accounts on Airbnb to notify owners of their need to comply with regulations. Both accounts were promptly canceled for violation of user agreements. Frisco has had some success contacting owners through the hosting sites without incident – the small number of properties in this community (under 30) may not have drawn the attention of the hosting sites.

Duplication of Effort

In most CAST communities, different entities parse the same data to identify only those properties within their respective jurisdictions. Better communication and coordination of resources could improve the tracking process and investment for all entities.

Estes Park is unique because it also manages legal VHR's in unincorporated areas of the county defined as the "Estes Valley" (this is discussed in more detail in the Permitting section of this report). Therefore, the role of monitoring units located both within and outside town limits within the Estes Valley is conducted by only one jurisdictional office.

Assistance From Complaints

Ouray and Estes Park reported that neighbor complaints regarding noise, parking, parties or other nuisance issues can call their attention to units that are VHR's.

Durango provides an online map of all permitted VHR's with the ability for visitors to submit complaints directly to the community development department, which can be useful for tracking VHR activity. It also informs neighbors of the existence (or not) of VHR's in their area.

Best Practices

Optimally, hosting sites would be required to provide needed information to communities upon request to track VHR's. Communities can monitor the progress of Portland's new ordinance and state legislation, such as California's SB 593, in achieving local and statewide compliance. Communities could also lobby for similar initiatives on a statewide basis. Since taxation is largely controlled by state statutes, cooperative initiatives are needed.

Until hosting sites start providing this information, communities should consider several options:

Negotiate Airbnb agreement – Portland, Malibu

- Can go beyond tax collection and require permit numbers to be on ads and VHR information to be provided upon request.
- Most individual communities may be too small, but cooperative agreements encompassing multiple communities, entire counties, or the CAST organization may have some success.

Post local VHR regulations on Airbnb – Truckee, Snowmass

- Have your community added to the list of cities for which Airbnb provides direct links to your VHR requirements at <https://www.airbnb.com/support/responsible-hosting>

Require license numbers to be displayed on all advertising – Durango, Steamboat

- Greatly assists with identifying non-compliant properties and new listings.

Coordinate VHR tracking across departments – Steamboat

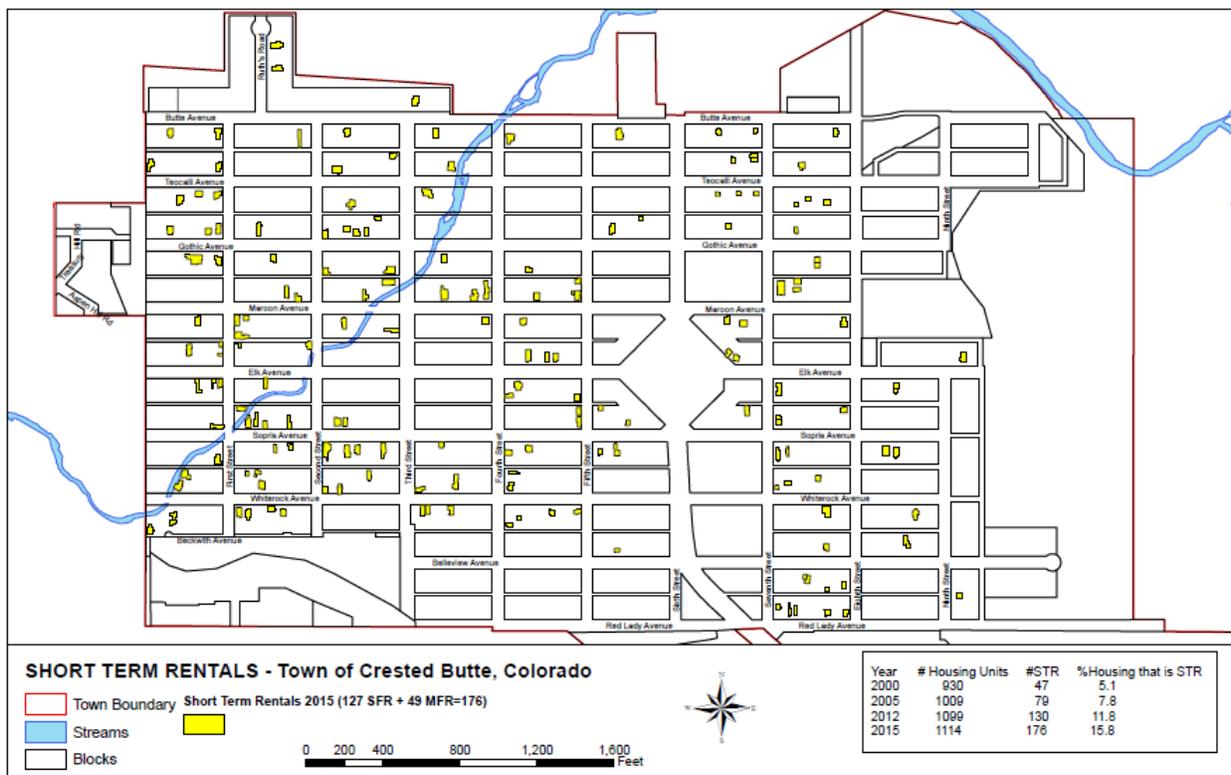
- When collecting information on the CAST survey for this study, several communities needed to pass the survey to various departments to collect the needed information, with inconsistent results. Steamboat has a system where planning staff provides VHR data to finance, who then provides legal VHR listings to police/compliance – the departments were in communication. Various city departments with an interest in tracking VHR’s need to coordinate to share information and avoid duplication of effort.

Work with Code Enforcement on Complaints – Ouray, Estes Park

- Communication with code compliance, planning, police or other departments that enforce VHR’s and nuisance regulations can call attention to properties that may be illegal VHR’s.

Map VHR’s – Durango and Crested Butte

- This educates the public regarding VHR’s in the community and can provide a resource through which complaints can be logged, helping to locate illegal VHR’s.
- It provides elected officials and staff the information needed to quickly understand changes in their communities and to revise policies and codes as appropriate. The following maps of VHR’s in Crested Butte illustrate how powerful mapping can be.



Coordinate VHR tracking with other jurisdictions in the region – Estes Park

- When searching on the hosting sites for VHR's in a specified location, rentals located both within and outside of city or town limits are shown. Rather than have both city/town staff and county staff parse the same properties to identify those that are within and outside of the jurisdiction, sharing the responsibility could be much more efficient.

Potential Practice

CAST Initiative – Development of Tracking System and Database

- Develop a system that captures data on units for sharing by multiple departments and that could be replicated by towns and counties.

II. Regulations

Issues and Emerging Trends

The VHR market has hit many communities by storm and is growing. Since their founding in the mid- and late-2000's, Airbnb, Flipkey and HomeAway combined now advertise over 2,000,000 properties. Largely driven by concerns over public safety, fair business practices with lodging establishments, and lost tax revenue, many communities have moved toward developing regulations to address the growing issue. Even communities in which VHR's are illegal have needed to either increase enforcement of existing prohibitions or implement regulations to address the rising number of VHR's. Although regulatory approaches vary, one apparent constant is that enforcement of adopted regulations has been a significant challenge and needs to be an important consideration in any regulatory program.

VHR's Proliferate Where Prohibited

Simply prohibiting VHR's will not make them go away. Units are still advertised and rented where they are prohibited.

- In April of 2014, the City of Napa, California, had about 40 licensed VHR's in the city. In Napa County, where VHR's are banned, there were 285 listings on Airbnb and HomeAway.
- Most all VHR's are illegal in Philadelphia, yet over 1,000 properties were advertised on Airbnb in April of this year. The City admittedly takes a lax stance on enforcing their prohibition absent a complaint being received.
- VHR's are not formally legal in Washington D.C., yet Airbnb negotiated an agreement to begin collecting taxes from these properties. Over 1,000 rentals were advertised on Airbnb in the city in April of this year.
- For states with strong protections for private property rights, banning VHR's can also backfire. The City of Sedona, Arizona had to pay diminution in property values to private property owners when, in 2008, it strengthened the enforcement provisions of its ordinance banning short-term rentals.

Moving From Prohibition to Regulation

Finding that VHR's existed despite prohibitions, many communities have been moving toward regulating them. Preserving neighborhood character has been a common concern in addition to tax collection, fair business practices and safety, mentioned above. In higher-cost communities with limited housing stock for residents, the loss of long-term rentals and discouraging VHR speculative buyers have been factors in shaping regulations.

- Portland legalized limited VHR's in July 2014 for single-family homes, at which time 1,500 properties were listed on Airbnb's website. As stated by the mayor, "We're trying to legalize what's already going on, in a way that is sensible." The program was expanded in February 2015 to also include multi-unit buildings. Owners may rent out up to 5 bedrooms in their homes upon acquiring a \$180

permit, receiving an inspection to make sure there are adequate smoke alarms and carbon monoxide detectors and legal bedrooms are being rented, and providing notice to neighbors. Owners must occupy their homes at least 9 months out of each year – a regulation intended to prevent the speculative purchase of homes for conversion into short-term rentals.

- VHR's were legalized in San Francisco, effective February of this year. Under the law, residents in San Francisco are allowed to rent their properties an unlimited amount of days if the owner or manager is present. There is a 90-day cap on rentals in which the owner or manager is not present. The different limits were aimed at allowing residents to use Airbnb for needed income, while making it impossible for landlords to lease their units short term on a permanent basis. Before the law passed, all short-term rentals (rentals less than 30 days) were banned.
- Austin legalized VHR's in certain areas in 2012. The City broadened the rules six months later to allow partial rental of homes, which was previously illegal. Owners must apply for a \$285 permit, receive an inspection, have adequate insurance and notify neighbors. VHR's that are not an owner's primary residence cannot comprise more than 3% of any given census tract.
- Prior to 2010, Estes Park allowed VHR's in the town as an accessory use to single-family homes; VHR's were prohibited in the county. In 2010, the Town Board and County Commissioners approved allowing VHR's as a primary use throughout the Estes Valley, which includes part of the unincorporated county. Recognizing that growth in this market would continue, a goal was to take steps to preserve residential neighborhood character through operational restrictions.

Enforcement is the Weak Link

Communities with good intentions in adopting regulations have found that enforcing them is the weak link. Cities have been unable to procure cooperation from hosting sites to not list illegal VHR's nor to provide them the information needed to locate VHR's that are in violation of local or state regulations. Regulations that restrict the number of days VHR's may be rented or that require owner occupancy of homes have been a particular challenge.

- A VHR owner in Portland must occupy the rented home at least 9 months out of the year, yet the City has been seeing a rise in the number of multiple rentals being advertised by a single owner or manager. Even for VHR's with a single owner, knowing that units are owner-occupied 270 days has proved largely unenforceable. Airbnb can provide the rental period information needed, but it and other hosting sites have, in the words of a Portland City Commissioner, "made it clear they do not intend to play ball with us on the enforcement side." Portland does require that owners maintain a guest log book with guest names, information and dates of stay that can be inspected by the City upon request, but this has not deterred owners from advertising multiple units.
- In San Francisco, of about 5,000 listings on Airbnb last May, two-thirds were entire houses or apartments. Also, owners or managers controlled more than one unit in nearly one-third of listings. Without exact data about who is renting, for how long, and whether the owner is present at the time, enforcement of even a strong regulatory framework like San Francisco's can be frustrating. The Planning Department is asking for additional funding to administer the law, and officials are proposing ways to strengthen its effectiveness. One proposal is to require Airbnb to share its booking data with the City. Whether Airbnb can do this legally absent a subpoena is in question.

Portland and New York Get Aggressive

The lack of cooperation in enforcement from hosting sites has caused some communities to take a stronger stance.

- Portland initially took the cooperative track by negotiating a tax collection agreement with Airbnb and instituting VHR regulations, but has since changed its stance. A new ordinance, effective February 20, 2015 (and referenced in the Tracking section), requires hosting sites to provide VHR location and owner information to the city. Hosting sites and VHR owners are also required to “prominently display” permit numbers on their advertising. Further, hosting sites cannot advertise VHR’s that do not have permits. The City can fine VHR owners and hosting companies up to \$500 for each property that is not in compliance. Letters seeking voluntary compliance are being issued. Time will tell how enforcement of the regulation is received.
- New York found that 72% of VHR reservations made on Airbnb between 2010 and 2014 violated state laws regarding VHR’s. The Attorney General recently announced a joint enforcement initiative with city regulators to shut down illegal hotels, which will reduce Airbnb’s presence in New York. The process uses 311 complaints to help NYC Office of Special Enforcement find and eventually shut down illegal hotels. In 2014, there were 1,150 illegal hotel complaints filed.

VHR’s Fight Back

With all of the negative publicity from communities regarding the adverse impacts of VHR’s and enforcement problems, local VHR advocacy groups have been forming in some communities. Hosting sites have also started pouring some money into lobbying groups to sponsor VHR-friendly legislation to support their current business practices, if not undo some regulatory gains. Airbnb is credited with helping to push AB 1220 this year in California, which sought to prohibit local governments from collecting Transient Occupancy Tax on VHR’s.

- In Virginia, the Short Term Lodging Association was established by owners who support renting their homes. Their hope is that regulations strike a balance between letting them continue to rent, yet operate in a responsible manner. Similar groups have formed in New York (Short Term Rental Advocacy) and San Diego (the Short-Term Rental Alliance of San Diego).
- The Short Term Rental Advocacy Center is a new group that was formed by and lobbies on behalf of Airbnb, HomeAway, TripAdvisor and FlipKey. It provides data and resources regarding an alternative view of VHR impacts – benefits to the tourism economy and income to owners to help pay mortgages. It provides a platform that allows individuals to access and use the information in support of short-term rentals.
- Fair to Share is an online resource and action center for San Franciscans who believe that you should be allowed to share your home. The Fair to Share lobbying platform is owned by Airbnb, and it is being used to push the City’s legislation to be more favorable towards the company.

CAST Survey Findings

Restrictions on the Number and Location of VHR's

Seven of the ten CAST participating communities limit VHR's in certain zones. Breckenridge, Frisco and Mt. Crested Butte have no location restrictions.

Durango is the only participating community that limits the number of VHR's within a given geographic area in some of the zones within which VHR's may be located. A combined total of 39 permits may be issued on a first-come, first-serve basis in two of their "Established Neighborhood" zones. The goal is to prevent clustering of VHR's and maintain neighborhood integrity. This equates to a 3% cap of the total number of lots in any neighborhood and a limit of one unit per block/street segment. A second vacation rental could be located on the street segment if it meets specific criteria and obtains a Conditional Use Permit.

	Location Restrictions
Breckenridge	No location restrictions
Crested Butte	Only permitted in Residential Districts (R1, R1A, R1C, R2, R2C, R3C) and B3 Business District. Cannot be rented for less than one month more than twice in any calendar year in the B1 Business district. Not allowed in B2, Commercial and Tourist Districts.
Durango	Limited to certain neighborhoods; cap on total number allowed in each area
Estes Park	No location restrictions
Frisco	No location restrictions
Jackson	Only permitted in Lodging overlay district and Snow King Master Plan
Mt. Crested Butte	No location restrictions
Ouray	Only permitted in High Density Residential (R2) and Commercial Districts
Park City	Limited in Single Family zones
Steamboat	Allowed in all zones except mobile homes and industrial zones.

Variations in Regulations Based on Unit Type or Location

Communities do not apply all VHR requirements to all properties within all zones on an equal basis. This is typically because VHR use in some areas is either less desirable or has a larger impact on neighborhood character than in others.

- In Breckenridge, VHR's are permitted in all zones. VHR of condominiums, however, are less restrictive than for single-family homes. A single-family residence is permitted as a VHR once the property owner purchases an accommodation unit license. These homes are subject to additional conditions to help maintain the residential character of the neighborhood. These special conditions focus around parking, trash, noise and nuisance standards.
- In Steamboat Springs, only duplexes and single-family homes outside of the Resort Residential districts are required to get VHR licenses through the community development department. This is

where the impacts to neighborhoods are of most concern. VHR permits are not required for condominiums regardless of their location. Condominiums and rentals in the Resort Residential districts are still required to get a sales tax license and pay applicable taxes, though they are not subject to parking, number of people, and other limitations that apply to VHR licensed properties.

Restrictions on Length of Time VHR's Can Be Rented and the 30-Day Loophole

VHR's are generally defined as being rented for either less than 30 days or 30 days or less by all CAST participating communities. This definition does not place an upper limit on the number of consecutive days that a unit may be rented, which creates a 30-day loophole. If VHR's are rented for 30 or more consecutive days (as may often occur in the summer months in mountain resort towns), they are treated as a long-term rental and not required to pay sales and lodging taxes. The 30-day requirement is discussed in more detail in the Taxing section of this report.

Distinguishing between Year-Round and Occasional VHR's

Steamboat Springs allows two categories of short-term residential rentals, one of which is appropriate for residents who occupy their homes most of the year, but rent it out on occasion.

- "Vacation Home Rentals" may be rented any number of days during the year, but not for more than 29 consecutive days. It must meet city licensing and VHR operational requirements.
- "Short-Term Rentals" are single family homes and duplexes that may only be rented by visitors *up to twice per year, not to exceed 30 days annually*. Owners only need a business/tax license to operate. The small number of "short-term rentals" makes it fairly easy to locate units that are violating their license by monitoring advertising. Licensed units found to be in violation receive a Notice of Violation letter, with a possible citation into municipal court.

Rental of Bedrooms

Only Breckenridge, Estes Park and Steamboat do not allow owners to rent individual bedrooms while they are occupying the home. Many communities that allow bedrooms rentals do not track, license or collect taxes from these rentals. In Estes Park, owners that occupy their homes and rent out one or more bedrooms are defined as a bed-and-breakfast and must be licensed as such.

Communities that allow bedroom rentals provide owners the ability to supplement their income, use rooms vacated by grown children and, as hosts, assist visitors in getting to know their community. Enforcement can be a challenge, however, depending upon the complexity of bedroom rental regulations.

Changes to Regulations

Four of the ten CAST participating communities have implemented regulation changes to address the rise in VHR's.

- Breckenridge strengthened sections of its nuisance ordinance to address VHR concerns, such as parking, trash and noise. As part of receiving a VHR license, the town requires that a local contact person be designated to receive communications from the town regarding the VHR. This person must maintain a residence or permanent place of business within the town.
- Durango has allowed Tourist Homes since 1989. The increase in vacation rental interest as well as an increase in the number of VHR complaints led to amendments in 2007, 2008, 2009 and 2014. These amendments established separation of VHR's to prevent clusters, transferability of permits, parking, HOA approval of VHR's, safety standards (fire extinguishers required) and required a locally available property manager, among others.
- Park City altered its business license and approval process with a specific VHR category.
- Jackson clarified its definition and interpretation of VHR's, continuing its prohibition of VHR's in residential zones.

Local Property Manager

Most of CAST participating communities require a local property manager/emergency contact. Most are required to be available 24/7. This includes Breckenridge, Crested Butte, Durango, Estes Park, Frisco, Mt. Crested Butte, Park City and Steamboat.

- Park City has the most specific requirements. The property manager or contact person must reside or have offices within Summit County. The contact person must be able to respond to telephone inquiries within twenty (20) minutes. The contact person is stated to be "personally liable for the failure to properly manage the rental." If the contact person is someone other than the owner, the person "must comply with applicable state law, including U.C.A. Section 61-2-2, as amended, which requires those who receive valuable consideration to lease property to have a state license."
- Estes Park requires the name of a local property manager that can be available around the clock, but local is not specified to mean "within the Estes Valley." There have been problems with unresponsive managers and penalties to hold managers accountable are not in place.
- Breckenridge requires the contact person/property manager to reside or have a permanent place of business within town. Owners are liable for strict compliance with all VHR regulations and they cannot delegate this liability.

Safety Requirements/Inspections

Four CAST participating communities have safety standards for VHR's. In Durango, safety standards are tied to an inspection of the property before permits or licenses are issued.

Park City and Steamboat Springs indicated that they do not have specific safety standards, but they do require inspections of units prior to issuing permits or licenses. Park City requires safety inspections of all new, previously unlicensed VHR's "to ensure compliance with building, fire, municipal and health codes." Licenses must be renewed each year, but a new inspection will not occur unless there is a

change of ownership. Inspections may occur at other times and failure to meet standards can result in license revocation.

VHR permitting or licensing inspections may check for fire extinguishers and alarms, carbon-monoxide detectors, structural integrity of the building and emergency escape and rescue availability. Some also make sure the number of bedrooms match the application and are suitable to rent.

Guest Experience

The Tourism Office in Breckenridge's Chamber of Commerce conducts ongoing surveys of visitors and residents and has added a question to identify VHR visitors and their satisfaction with their accommodations.

Some communities will look at online reviews of properties when tracking units, although it is recognized that this is not a good measure of general visitor satisfaction since not all visitors provide reviews, nor are negative reviews necessarily posted.

Best Practices

When considering adding or changing regulations, the pros and cons of VHR's must be weighed for each community. The existing unit mix, lodging base, community character and neighborhood composition will affect the type and extent of regulations that may be needed. Some communities have allowed VHR's to occur relatively unrestricted in areas where they are appropriate – e.g. in existing high-tourism accommodation areas – while protecting residential neighborhoods with more restrictive requirements. The following recommendations are regulations that communities can consider for various issues of concern, but will need to be tailored to meet the unique needs of each community.

Safety

Require VHR safety inspections – Park City, Breckenridge, Durango

- Inspections should ensure compliance with building, fire, municipal and health codes and VHR permit specifications (number of bedrooms, parking, etc.). Units should be inspected upon initial license or permit issuance. Change in ownership, unit status, receipt of complaints or notification of a potential inconsistency or problem may trigger another inspection. Absent other re-inspection triggers, Portland requires an inspection at least every six years.

Post safety and emergency contact information in the VHR - Breckenridge

Property Management

Require local manager/emergency contact – Grand Lake, Park City, Breckenridge

- This requirement is viewed as critical to the success of short-term vacation rentals in residential neighborhoods to address guest or neighborhood questions and resolve conflicts quickly.
- Be specific. E.g., manager/emergency contact with residence or place of business within the community/county, available 24/7, able to respond onsite within 45 minutes of complaints.

Consider penalty for failure to respond – violation of VHR regulations, fine, potential VHR license revocation.

Neighborhood and Community Character

Restrict number/concentration of VHR's – Durango

- Durango allows no more than 3% of homes to be VHR's in certain neighborhoods. No more than one VHR permitted per block. Permits are issued on a first-come, first-serve basis. This may allow too few VHR's in communities that do not have the lodging bed base of Durango.

More restrictive regulations where VHR less desirable/has higher negative impact – Breckenridge, Grand Lake, Durango, Steamboat Springs

- CUP in Grand Lake and some neighborhoods in Durango.
- Higher “nuisance” standards imposed on single-family VHR's in Breckenridge.
- Single-family and duplex VHR's in Steamboat Springs must receive licenses through the community development department in all but the Resort Residential zone, making them subject to parking, number of people, and other regulations. All condominiums are exempt from this requirement.

Provide VHR Options for Owners and Help Protect Local Housing Supply

Create Separate Categories for VHR's Depending on Time Rented – Steamboat Springs

- Year-round VHR's, typically investor owned or second home. No limit on the total number of days that the home may be rented per year. In Steamboat, this category is subject to a community development license process and extensive VHR regulations.
- Limited VHR's, rented only occasionally by resident owner. Provides an option for local resident occupants (could be an owner or long-term renter) to supplement their income. In Steamboat, this category can be rented no more than twice, nor more than 30 days total in any given year and it only needs a business/tax license to operate.
- Large cities have had trouble enforcing limited rent term restrictions. Steamboat reports few limited VHR rentals and can enforce by monitoring VHR hosting sites. Smaller communities can manage rental term regulations on a per-unit basis more effectively than large cities.

Discourage speculative VHR purchases – San Francisco, Portland

- Owner-occupancy requirements. Portland – VHR owner must occupy the home nine months of each year, which preserves community and discourages speculative VHR purchases.
- Limited rental days during the year. San Francisco – a 90-day cap on rental nights per year for un-hosted VHR's (i.e., the owner is not present while renting the home).

Permit Bedroom Rentals With Owner Present – Petaluma (proposed)

- This allows owners to supplement their income/mortgage by providing them the option of hosting guests in their home. Some CAST communities have restrictive bed-and-breakfast requirements that may prevent this practice.
- Petaluma defines a bed-and-breakfast as three-or-more bedrooms being hosted; if less than three bedrooms then it is a VHR.
- Require permits, inspect units and consider taxes/license fees.

III. Licensing and Permitting

Issues and Emerging Trends

License requirements evolved along with regulations to ensure responsible maintenance and leasing of VHR's. License and permit applications typically require safety inspections and the background information necessary to ensure VHR's are operated in accordance with local regulations. This may include insurance requirements, designating a 24/7 emergency contact to handle problems and complaints, requiring license and permit numbers to be displayed on all advertising, providing "good neighbor" information to renters, and notifying neighbors of units being rented and VHR manager contact information. Yearly renewal ensures communities remain up-to-date on VHR changes and permit revocation procedures help ensure continuous VHR owner compliance.

A challenge for some communities has been getting VHR owners to acquire necessary permits and licenses. While education of owners and property managers regarding the licensing process has been instituted by most communities, this has been more effective when paired with good enforcement.

Licenses and Permits Often Have Safety, Advertising, Notice and Renewal Requirements

Permits and licenses typically record necessary information regarding the VHR, such as number of bedrooms, owner information, property manager or emergency contact information, use or occupancy restrictions, among other requirements. In addition, to receive a permit or license, many communities require the following:

- Safety inspection: Austin, Portland, San Francisco, Chicago, Santa Fe;
- Proof of adequate property insurance coverage: Austin, San Francisco, Santa Fe; and
- Permit or license number to be displayed on all advertising: Austin, Portland, San Francisco, Santa Fe, Sonoma County, Bend, Oregon.

Neighbors may also need to be notified as part of the permit process. For example:

- Austin requires notice be given to neighbors for public comment as part of the permit approval process, similar to other land use applications.
- Many communities require notice to be sent to neighbors upon permit issuance. Notice may provide neighbors with the address; terms of rental use or permit; contact information for a property manager, owner or emergency contact in the event of problems; and the process for reporting violations or complaints to the community's enforcement office. This can be an effective tool to help neighbors know about and police VHR activity in their area. Portland, Oregon, and Petaluma, Santa Cruz, and Sonoma County in California require neighbor notice.

Most of the above communities also require annual renewal of permits or licenses. Yearly renewal maintains a current list of active vacation rentals and contact information. Renewals may also be withheld if VHR regulations have been violated, too many complaints have been received, applicable

taxes have not been paid, or if there are health and safety issues on the property. As an exception, Portland requires renewal every two years, with a new inspection required every six years, barring a change in owner, bedrooms rented, or cause for safety or violation concern.

License and Permit Fees

Most communities have modest license and permit fees for VHR's – in some cases insufficient to cover paperwork processing, tax collection, property inspections and monitoring.

- Portland charges \$178 for the initial license and \$62 for each renewal year in which an inspection is not required. For inspection years, \$178 is charged.
- Austin charges \$285 for an initial permit and \$235 for renewals. A budget of \$350,000 has been established to cover the hiring of three staff members to register and inspect VHR's. Fees for an estimated 1,500 VHR's are intended to fund this budget.
- In Napa, fees were initially set to cover all application processing, inspections and monitoring of VHR permits such that no costs were borne by the general public. In 2009, owners paid \$1,075 per year; the permit fee has since decreased to \$197 per year. Fewer complaints than expected were received from neighbors. As a result, the City reduced their allocation of code enforcement staff to VHR's and, with it, permit fees.

Enforcement of Licensing and Permitting Requirements

Getting properties to receive required permits and licenses can be a challenge. Generally, communities with active tracking and identification of illegal rental properties, paired with resident, property manager and visitor education and strong enforcement ability have been the most successful. In larger cities in particular, this means dedicating staff or hiring new positions to address illegal VHR's, taking a proactive approach in notifying owners of permit and licensing requirements, and following up with non-responsive owners.

Portland has a license compliance rate of less than 10%. At the other end of the spectrum, Austin has a compliance rate of about 72%. While other factors are involved, enforcement has played a role in this difference.

- In Portland, permit issuance was initially centered in the Bureau of Development Services office, which admittedly is reactive. The office only acts to enforce city rules when a complaint is received; they do not take an active role in locating or citing illegal VHR's. A new city ordinance adopted this year places enforcement with the Revenue Bureau, which takes a more proactive approach. The Bureau is issuing letters to hosting sites to advise them of the requirement that permit numbers must be posted on all VHR advertising. Companies can be fined up to \$500 per non-compliant property. Responses are pending.
- In Austin, permit fees are higher than Portland, yet compliance rates are much higher. The City's Code Compliance Department hired additional staff specifically to investigate illegal short-term rental activity and advertised such to the public. The city can also fine VHR operators up to \$2,000 per day of non-compliance. When 1,089 properties were notified that they needed licenses, 72

percent came into compliance by either delisting or getting licenses. Code Compliance and the City's criminal prosecution are working together to follow up with the other 300 properties to ensure everyone is playing by the same rules.

Education can also play an important role. Public information campaigns through newspaper articles and website postings have been widely used education tools. Less prominent are visitor education campaigns regarding the importance of renting units that display permit numbers in their advertisements. Units displaying valid permit numbers let visitors know that they are renting a legal unit (as opposed to a scam) and that units meet safety and VHR operational requirements. Visitor education can work from the demand side of the equation.

Revocation of Licenses or Permits

Most communities have the ability to revoke licenses or permits in the event that VHR regulations are violated or taxes are not paid. Some have a purely discretionary process, whereas others may establish mandatory thresholds for revocation. For example:

- The City of Santa Fe documents all alleged regulation violations for VHR's and pursues enforcement through the municipal court if warranted. Upon conviction of a third violation by the municipal court, the city *shall* revoke the permit.
- Portland has a more discretionary revocation procedure, but once a permit is revoked, it may not be renewed for two years.

CAST Survey Findings

Who Requires Licenses and Permits

- All participating communities except Ouray require a *business license* for VHR's. All communities require a sales tax license number.
- Five communities also require a permit to ensure compliance with land use regulations.
- All require licenses to be renewed once per year. Breckenridge assumes that owners are renewing their licenses unless the town is informed otherwise. The town will issue an automatic renewal and charge yearly fees.

License and Permit Requirements

	Business License	Permit	Yearly Renewal
Breckenridge	X		X
Crested Butte	X		X
Durango	X	X	X
Estes Park	X	X	X
Frisco	X		X
Jackson	X	X	X
Mt. Crested Butte	X		X
Ouray			
Park City	X	X	X
Steamboat Springs	X	X	X

For communities requiring permits:

- Estes Park is unique because it also manages legal VHR's in unincorporated areas of the county, defined as the "Estes Valley." Business licenses are required for VHR's within city limits only. VHR's in the county must get an operating permit.
- Jackson permits VHR's only in the Lodging Overlay District and the Snow King Master Plan. A one-time basic land use permit must be received for VHR's in these zones.
- Steamboat requires single-family homes and duplexes outside of the Resort Residential districts to apply for a VHR license through the community development department. This application is reviewed the same as an application for approval of a Use with Criteria. Condominiums are not required to have this license.
- Durango requires a Limited Use Permit be received for VHR uses. A Conditional Use Permit may be applied for if general land use permit criteria are not met.
- Park City requires that the VHR's be located within a zone and subzone allowing VHR's. A Conditional Use Permit may be required in some zones.

Permit and License Fees

Fees are applied either on a flat-rate basis each year or scaled based on the number of bedrooms, sleeping rooms (which includes rooms with a pullout couch bed), or pillows. Fees overall are relatively modest.

- Breckenridge charges a base fee of \$75 for a studio unit, plus \$25 per additional bedroom, not to exceed \$175.
- Estes Park charges \$150 for renewal of a VHR business license for town properties; renewal of the county operating permit has no fee.

- Park City charges a \$17 administrative fee, plus \$28.74 per bedroom.

Fees for permits range between \$500 and \$750, imposed as a one-time application fee. Durango also has a one-time lodgers tax fee (\$25) in addition to the below.

Cost of Permits

	Permit Application	Yearly Renewal
Breckenridge	-	\$75 studio, \$25 additional bedrooms, \$175 max
Crested Butte	-	\$10/pillow
Durango	\$750	\$50 (license)
Estes Park	\$0	\$150 (license)
Frisco	-	\$75
Jackson	\$500	N/A
Mt. Crested Butte	-	\$10/pillow
Ouray	-	N/A
Park City	\$1,100 (if CUP needed)	\$17 admin plus \$28.74/bedroom
Steamboat Springs	\$500	\$50 per sleeping room (permit)

License and Permit Requirements

License applications collect varying information within the CAST participating communities.

- The most common items are VHR addresses and property manager or emergency contact information.
- None of the CAST participating communities requires evidence of insurance suitable for short-term rental use. Nor are times or dates on which the unit will be rented obtained.
- Only two communities require license or permit numbers to be on VHR advertising. Requiring these numbers has been reported to greatly assist with compliance verification when tracking units.

In Durango all advertisements for an approved vacation rental unit must clearly display the permit number issued for the stated purpose of enhancing enforcement of illegal VHR. Failure to display the permit number is grounds for revocation of the permit.

- Fire and safety inspections are required by three communities upon license or permit application. Inspections are not required as part of the license or permit renewal process.

Information Required on Licenses/Permits

	Unit Address	Unit Type	Manager Contact Information	Inspection	License Number on Advertising
Breckenridge	X	X	X		
Crested Butte	X		X		
Durango	X	X	X	X	X
Estes Park	X		X		
Frisco	X		X		
Jackson					
Mt. Crested Butte	X		X		
Ouray					
Park City	X		X	X	
Steamboat Springs	X		X	X	X

Notice to neighbors of rental activity in the neighborhood is required by only one community.

- Durango requires notice to be sent to neighbors when a permit is pending to solicit public comment prior to approval. After approval, notice indicating the terms of the VHR and contact information in case of complaints or problems, is not required as is the case in many California communities.

Has a map on its website of all permitted VHR's. This allows the public to see VHR activity in their neighborhood and know whether a permitted VHR is next door.

Posting of license and permit numbers, along with terms of responsible VHR's and contact information, within the unit can be beneficial to visitors.

- Breckenridge requires single-family VHR's to post "Special Conditions of License" in a "conspicuous location" in the VHR for the benefit of visitors. It outlines parking requirements; trash, noise and nuisance information; emergency contact requirements; and town contact information.

Enforcement of Licensing and Permitting Requirements

CAST participating communities tend to have higher compliance with license and tax requirements than larger cities. Of listed properties, those with a valid license range from 99% in Breckenridge down to about 50% in Estes Park. This is in part due to the smaller VHR pool and local knowledge of properties by those tracking listings – photos are often easy to recognize.

The most successful communities combine dedicated staff time to locate illegal VHR's, education of the public and owners of VHR requirements, and enforcement procedures backed by a willingness to enforce.

- Breckenridge:
 - Has one of the more proactive owner outreach programs. Education begins when the Town Clerk sends all new owners an introductory letter and application form for VHR's, explaining the licensing program. A reminder letter on VHR requirements is sent every four years.
 - Has an estimated 99% compliance rate from existing owners, in part due to a dedicated investigative search for illegal rentals several years ago. Listed units were compared with the license database and "nice" letters were sent to owners regarding requirements. Non-respondents received a "mean" letter letting them know they needed to respond or they would be sent to court. For the few that still did not respond, the town's lawyer sent a certified letter to the owner, at which time everyone complied.
 - Publicized licensing requirements in a newspaper article which made a "big deal" over unlicensed VHR's and notified owners that the Town was *ramping up enforcement*.
 - Achieved on-going compliance. About 2,750 units were in compliance in 2011. Only 15 units listed in 2012 were found not licensed and roughly about five non-compliant units since that time have been identified each year.
- Steamboat Springs:
 - Has an estimated 75% compliance rate with existing VHR license requirements. The City did a similar push as Breckenridge in 2009 to get existing owners to license VHR properties. A total of 440 letters were sent to owners without required tax licenses, resulting in 110 new licenses within a couple of months.
 - Sends notice of violation letters to owners if they are advertising without proper licenses. Violators have 15 days from receipt of the notice of violation letter to submit an application or remove their advertising. Should they fail to do this they are issued a citation into municipal court with fines of up to \$999 per day, jail time of up to 180 days, or both.
 - Relies on complaints from neighbors to locate violators. The finance department keeps a list of licensed properties, including VHR permitted properties from the community development department. Monthly updates to this list are provided to the police department, who responds to complaints. The police department can then notify the respective departments if a call involves either a legal (or illegal) VHR.
- Mt. Crested Butte has also noticed a difference with consistent tracking of VHR listings. When research was done every quarter, compliance was near 95%; when research was done "when available," compliance dropped to near 85%. When non-compliant properties are found, two letters may be sent. The first threatens a lien on their property if they do not respond. The second is a certified letter which includes the intent to lien. If that is ignored, then a lien is filed with the county based on estimated sales tax.
- Ouray often finds properties through the neighbor complaint process. Owners are educated about VHR requirements in an attachment sent out periodically with customer utility bills.

- Some communities have also instituted property manager and realtor seminars regarding VHR requirements. New owners have approached some communities seeking to short-term rent their new home in zone where they may not be permitted based on erroneous realtor information. Education of the real estate community can help with misconceptions.

Revocation of Licenses or Permits

Licenses or permits may be revoked in several CAST participating communities.

- In Park City, violation of the noise ordinance, occupancy loads, failure to use designated off-street parking, illegal conduct, or any other abuse, which violates any law regarding use or occupancy of the premises is grounds for revocation. Failure to collect and deposit sales tax is also a violation of the license and grounds for revocation.
- In Estes Park, the Town Code Compliance Officer manages enforcement efforts of vacation home regulations. Once a violation is verified, the officer generally attempts to work with the property owner to address the issues without formal enforcement action. Formal enforcement efforts can eventually lead to town properties having their license revoked and/or a hearing at the Estes Park Municipal Court. Violations may occur due to parking, illegal renting of an ADU, occupancy limit violations, among other violations. The town has only had one revocation, which was in part due to the unit operating as an illegal bed-and-breakfast as opposed to a VHR.
- Steamboat has a three-strikes policy. If a VHR receives three violations in one year, then the VHR permit can be revoked for up to two years.

Best Practices

License requirements

Establish License Safety/Inspection, Property Manager/Contact, Advertising, Notice Requirements

- Require property inspection – Breckenridge, Durango, Park City
- Require local Property Manager/Emergency contact – Breckenridge, Park City
- Require permit/license numbers on all advertising – Durango
- Require notice to neighbors of permitted VHR's – Sonoma County, Petaluma (proposed)
Written notice to neighbors after VHR approval. Provide the terms of the VHR and owner/manager contact information in case of complaints or problems.
- Post VHR contact information and requirements in VHR unit – Breckenridge
Educates visitors on any parking requirements; trash, noise and nuisance information; emergency contact requirements; and town contact information.

Fees

Establish fees to cover costs of VHR management – Austin, Napa

- Communities need to develop a targeted system for managing VHR's and take firm inventory of staff time and costs required for VHR monitoring, processing and management. This will allow

communities to develop a budget for VHR oversight and establish fees sufficient to cover the program.

Explore Variation in Fees Based on Use and/or Unit Type – Santa Fe

- While additional analysis of Colorado statutes is recommended, fee systems similar to Santa Fe's could provide for variation in fees for year-round VHR's compared with residences that are normally occupied by their owners and only rented short term for two periods per year. There are no fees for the latter, whereas fees for year-round VHR's range from \$175 for an accessory dwelling to \$350 for a single-family home.

Compliance: Investigation, Education, Enforcement

Dedicate or hire staff to track and manage license compliance – Park City, Austin

Mail new homeowners VHR regulations and license application – Breckenridge, Mt. Crested Butte

- Breckenridge also follows up with a reminder letter every four years.

Publish VHR requirements in newspaper, websites – Breckenridge, Durango

Seminars and education outreach to real estate professionals – Estes Park, Park City

- Can help educate realtors and property managers regarding VHR's so they can properly inform their clients as to VHR legality and regulations.

Link complaints to legal and illegal VHR's - Steamboat

- Have Code Enforcement communicate with VHR tracking departments (planning, finance). Can help find illegal VHR's and monitor permitted VHR's for regulation compliance.

Establish license/permitting enforcement procedures and threaten or use them when necessary – Breckenridge, Mt. Crested Butte, Austin

Revocation

Make permits/licenses revocable if non-compliant – Steamboat, Estes Park, Santa Fe

- Steamboat has a three-strikes permit policy – three violations in one year and the permit may be revoked for up to 2 years. Three-strikes gives some certainty to owners and clarity to the city for enforcement.
- Santa Fe makes revocation *mandatory* after three-strikes.
- Estes Park has a discretionary revocation policy in the event of a violation.

Potential practices

Increase license fees to mitigate workforce housing impacts.

- No quantification has been done to date to determine the specific impacts VHR's have on workforce housing. A nexus study may be required to quantify the link between the impacts on housing and the fees charged.

Collect VHR unit operating detail on permit/license application

- Depending upon the complexity of regulations and VHR rental term requirements, license/permit applications can capture number of bedrooms rented, unit type, times of the year rented, when owner occupied, etc. to assist with monitoring and evaluate the appropriateness of potential revisions to regulations.

Educate visitors that VHR's not showing permit numbers are illegal

- As more communities require permit and license numbers to be shown on all advertising, a visitor education campaign could help spur compliance from the demand side. Inform visitors that units not showing a permit number may not meet safety standards and/or may be a scam.

IV. Taxing

Issues and Emerging Trends

The significant revenue-generating potential from VHR's prompted many communities to begin collecting taxes from this market. Concerns over equity and fairness with existing lodging establishments were also a significant factor for some. CAST participating resort communities rate these issues among their top ten concerns about VHR's.

Difficulty tracking and locating illegal VHR's have frustrated some community efforts to collect taxes. Although some progress has been made with hosting sites, many communities are pushing for more cooperation. The process has been likened to the ongoing litigation over getting taxes from hotel rooms booked through online travel companies, some of which are reaching resolution, but it has taken a decade.

Taxes Help Pay for VHR Services and Impacts

VHR taxes support a variety of general fund purposes for which taxes are allocated. The taxes help cover services that assist and benefit VHR operations, including fire and police departments and municipal infrastructure. In San Francisco, the taxes also help feed the City's Affordable Housing Trust Fund.

The Ability to Tax VHR's as Commercial Property is Limited

In Colorado, the Constitution and State Statutes limits the ability for jurisdictions to classify properties as commercial and residential. The distinction between residential and commercial classifications is significant because residential real property is valued for property tax assessment at a lower rate than commercial. See Colo. Const. Art. X, § 3(1)(b). It is possible that some VHR's may be able to be classified as "commercial" rather than "residential" for property tax purposes, but this will depend upon whether the use and ownership of the particular property meets the legal reclassification requirements. Some of these requirements include:

- Residential real property includes residential land and residential improvements, excluding hotels and motels. Colo. Rev. Stat. § 39-1-102(14.5).
- Hotels and motels include lodging that is predominantly used on an "overnight or weekly basis." Hotels and motels exclude properties that are rented on a long-term basis (i.e., for 30 days or more). Colo. Rev. Stat. § 39-1-102(5.5); E.R. Southtech, Ltd. v. Arapahoe County Board of Equalization, 972 P.2d 1057, 1060 (Colo.App. 1998).
- Hotel units include four or more units in a project that are owned by the same entity. If one entity owns and operates four or more VHR's, their properties may be a candidate for commercial reclassification if other requirements are met. See Colo. Rev. Stat. § 39-1-102(5.5), et seq.
- Bed-and-breakfasts are overnight establishments where the innkeeper resides in or near the establishment, providing accommodations for a fee, at least one meal per day, with no more than 13 sleeping rooms. Colo. Rev. Stat. § 39-1-102(2.5).

None of the CAST participating communities classify VHR's as commercial. Looking to other states, Palm Beach, Florida, classifies VHR's as commercial property. In Palm Beach, if a VHR is rented for less than three months over three times per year, then the property is classified as a commercial, rather than residential, property for taxation purposes. An owner can also lose their County homestead exemption, which provides a substantial property tax break to resident homeowners, if homes are rented for more than thirty days in one year.

Hosting Sites Have Shown Some Signs of Cooperation

After initial battles in which HomeAway and Airbnb denied any liability or necessity to perpetuate tax collection for VHR's, these hosting sites have been showing some signs of cooperation, albeit on different levels and capacities.

- HomeAway has invested in HotSpot Tax, Inc., to allow VHR owners an efficient interface through which they can pay their taxes, although HomeAway does not facilitate collection of those taxes.
- Airbnb has negotiated agreements with several cities to collect taxes on behalf of VHR's that are hosted on their website. Airbnb also paid an estimated \$25 million in back taxes to San Francisco.
- Airbnb volunteered to begin collecting taxes for properties in Washington D.C., even though VHR's are not explicitly recognized by D.C. law. Airbnb has learned this can be a way to open the door to invite VHR's into more communities by at least removing the tax barrier.

Locating VHR Tax Evaders Remains a Challenge

With Transient Occupancy Taxes (TOTs) and Airbnb, it is primarily an issue of how to collect the tax, not whether it applies in the first place. Particularly in larger cities, taxing authorities cannot spend time to go after each VHR, but they can spend the resources to go after the hosting companies that are advertising and, in some cases, managing them.

Tax Collection Agreements Do Not Extend to All Hosting Companies

In cities where Airbnb has agreed or been required to collect taxes, it automatically collects the local hotel or occupancy taxes on every transaction. Airbnb pays in a lump sum, omitting details about individual hosts or guests. The company began collecting taxes in Portland and San Francisco last year and has since reached agreements with many other communities, including with Chicago and Washington, D.C. These cities are among the company's largest markets; however, a recent agreement with Malibu indicates smaller cities are also having some success.

Airbnb would like a level playing field with HomeAway and other hosting sites now that it has started collecting taxes in some cities. Airbnb, however, operates on a different platform than HomeAway. Airbnb manages all transactions for its users and acts as a merchant for VHR bookings, whereas VHR owners/managers merely advertise on HomeAway. HomeAway never touches the monetary exchange between owners and renters. Based on this model, San Francisco agreed that HomeAway is not an operator that is required to collect taxes under their tax regulations.

CAST Survey Findings

VHR Lodge and Sales Tax Collections – the 30-Day Rental Rule

The ability to collect sales and lodging taxes are limited by the Colorado Constitution and Statutes. Sales taxes are collected for any unit rented for less than 30 consecutive days; units rented for 30 consecutive days or more are considered long term and exempt from the sales tax.¹ Any county lodging tax adopted pursuant to Colo. Rev. Stat. § 30-11-107.5 also does not apply to homes rented for 30 or more consecutive days.

VHR's are defined as being rented for either less than 30 days or 30 days or less by all CAST participating communities for tax collection purposes. These definitions do not provide an upward cap on the number of consecutive days a VHR may be rented. This would allow, for example, a VHR to be rented for a consecutive period of 6-weeks in July, which would be exempt from paying taxes.

Of all participating CAST communities, only Steamboat Springs provided a category of VHR's that would prevent the unit from being rented for a period of more than 30 days. In Steamboat Springs, "Short-Term Rentals" are single-family homes and duplexes that may only be rented by visitors *up to twice per year, not to exceed 30 days annually*.

Tax Rates on VHR's

All CAST participating communities collect taxes on VHR's, excluding the town of Jackson. A mix of sales tax, lodging tax, local marketing district tax and personal property tax (for furnishings) on VHR's are applied. Some communities have multiple tax collection entities, each of which collect taxes on their own.

- Sale tax rates range from 0.25% in Steamboat Springs, up to 7.95% in Park City.
- Lodging tax rates range from \$3 per night in Ouray, up to 3.4% in Breckenridge.
- Total sales and lodging tax rates range from 1.25% in Steamboat Springs, up to 10.95% in Park City.
- Local Marketing District (LMD) taxes also apply in Steamboat Springs, Estes Park, Mt. Crested Butte and Crested Butte. Steamboat Springs has one tax collection entity that collects all taxes; in the other towns, the LMD taxes are collected independently of the Town Clerk.
- Some communities have additional entities that collect taxes, which are not listed in the below table. For example, the Breckenridge Mountain Master Association also collects a 2% assessment on VHR's and the Summit County Housing Authority collects a 0.125% tax.

¹ See E.R. Southtech, Ltd. v. Arapahoe County Board of Equalization, 972 P.2d 1057, 1060 (Colo.App. 1998); 1 Code Colo. Reg. 201-4 Department of Revenue Regulations.

- Summit County collects “personal property tax” for furnishings within VHR.² The value of the furnishings constitutes the property to which the property tax is applied. This provides another source of potential revenue for communities.

Local Tax Collections by Type

	Sales Tax	Lodging Tax	Other (LMD)
Breckenridge	2.5%	3.4%	-
Crested Butte	4%	n/a	-
Durango	N/A	2%	-
Estes Park	5%	2% (LMD)	-
Frisco	2%	2.35%	-
Jackson	N/A	N/A	-
Mt. Crested Butte	5%	N/A	4% (County)
Ouray	3%	\$3/night	-
Park City	7.95%	3%	-
Steamboat	0.25%	1%	2%

VHR Tax Revenues

Not all participating CAST communities were able to report VHR tax collections separate from tax collections on other lodging properties. This increases the difficulty of tracking the financial impact that VHR has on local revenues. Understanding the financial impact of VHR’s can help communities identify the extent to which VHR tax collections should be a priority (or not) based on lost revenue potential. Improved record-keeping systems and coordination with licensing and permitting offices would help communities track this information.

For those communities that provided separate tax information, VHR tax collections range between 1% and 73% of tax collections on all lodging properties. The percentage of sales tax collections from VHR’s in a community is related to the volume of alternative lodging properties available.

- In Mt. Crested Butte and Crested Butte, VHR tax collections comprise a respective 73% and 60% of tax collections on all lodging. Of Mt. Crested Butte’s lodging establishments, only two are hotels. Condotels including the Grand Lodge and Mountaineer Square are included in these figures and account for the high percentage. In Crested Butte, there are relatively few lodging establishments, all of which are small, making VHR’s a very significant share of guest accommodations and sales tax on lodging.
- In Estes Park and Ouray, hotel and motel rooms are much more prevalent. Estes Park has about 4,000 hotel/motel rooms and cabins and just over 4,000 residential housing units. VHR’s comprise a lower 13% and 1% of total taxes collected on lodging in these communities.

² See Colo. Const. art. X, § 3(c); Colo. Rev. Stat. § 39-1-102(11).

VHR and Total Lodge Tax Collections Compared: 2014 Collections

	Crested Butte	Estes Park	Frisco	Mt. Crested Butte	Ouray
Sales tax (VHR only)	\$150,368	\$382,748	\$105,690	\$597,885	\$2,922
Sales tax (all lodging properties)	\$251,182	\$2,871,340	\$340,586	\$819,361	\$279,098
% from VHR	60%	13%	31%	73%	1%
	-	-	-	-	-
Lodging tax (VHR only)	Not collected	Not reported	\$123,484	County only	\$2,396
Lodging tax (all lodging properties)	Not collected	\$1,596,347	\$388,198	County only	\$228,071
% from VHR	-	-	32%	-	1%

CAST participating communities were asked to report comparative tax collection information for each year beginning in 2010. For those able to respond, between 2010 and 2014:

- In Crested Butte, VHR sales tax collections increased from about 47% to 60% of all lodging sales tax collections;
- In Frisco, VHR sales tax collections increased from about 28% to 31% of all lodging sales tax collections;
- In Estes Park, VHR sales tax collections consistently comprised between 12% and 13% of all lodging sales tax collections; and
- In Ouray, VHR sales tax collections increased from about 0.5% to 1%.

Best Practices

Coordinated Tax Collection

Negotiate tax collection agreement with Airbnb – Portland, Malibu, numerous others

- Most individual communities may be too small, but cooperative agreements encompassing multiple communities, entire counties, or the CAST organization may have some success.

Coordinate tax collection among collection entities within a geographic area – Steamboat Springs

- The City of Steamboat Springs collects taxes on behalf of the city and its LMD.

Improved Tracking of VHR Tax Revenues

- Coordinate information with the VHR licensing/permitting staff and tax collection to enable easier identification of tax revenues received from VHR's.

Potential Practices

Initiate state-level action to address the under 30-day rental restriction for collecting short-term rental taxes that now limits the ability of local communities to collect taxes on VHR's that are consecutively rented for longer than a 30-day period.

V. Staffing

Issues and Emerging Trends

As with most aspects of the VHR industry, staffing has evolved over time and continues to be an area where needs are not clearly known.

Staff Responsibilities Shift as Issues Grow

Responsibility for tracking VHR's and ensuring that they are in compliance with local tax and licensing requirements has evolved over time. Since collection of tax revenues was the first concern of most mountain municipalities, finance departments were typically assigned research and compliance duties. As neighborhood impacts, land use, zoning and workforce housing issues emerged, staff in planning and community development departments became involved. Law enforcement has also had the responsibility for responding to complaints about noise, parking and other neighborhood disruptions but has typically not documented the source as a VHR.

Existing Staff Take On Increase in Duties

While there are exceptions to this trend, in most mountain communities existing staff have absorbed the increase in work load. Responsibilities are decentralized with staff in multiple departments performing tasks. VRCompliance LLC, a business that contracted with several CAST members to track VHR's, has ceased operations.

Allocating Time/Staff Resources is Low/Moderate Priority

Tracking of VHR units is done in many communities as time permits, typically only a few times per year. This creates the possibility that units rented on a short-term basis through online hosting sites only part of the time are not well tracked.

Administrative Costs are Unclear

The cost associated with the tracking and compliance has not been well documented. For the most part, mountain towns have not been conducting cost/benefit analyses to determine if hiring additional staff or redirecting existing assignments in order to conduct more frequent monitoring of VHR's listed on line would be worth the investment.

Staffing Not Shared - Regional Inefficiencies

In most mountain towns, more than one jurisdiction levies taxes on short-term rentals but these entities generally do not share responsibilities and information. In areas where municipalities are in close proximity (i.e. Crested Butte and Mt. Crested Butte, Telluride and Mountain Village, Summit County, CO) or are often considered a single-market area, searches on hosting sites list all of the VHR's available in the area, not within the borders of a single town. Yet the towns covered each spend time separately researching the units to identify the ones within their boundaries.

Large Cities Get Aggressive

Metropolitan areas are greatly expanding their staffing efforts to respond to the proliferation of units, concerns, complaints and tax compliance. Applicable taxes add up to significant sums in major cities. For example, the New York Attorney General has estimated that New York City is owed at least \$33.4 million in unpaid hotel occupancy taxes over the past five years, as a result of short-term rentals through Airbnb. With such large amounts at stake, New York's search for illegal short-term rentals now combines a variety of sources - building/fire inspectors, police, lawyers and tax specialists using multiple techniques ranging from door-knocking to digital sleuthing and video surveillance.

CAST Survey Findings

Responsible Departments

Finance department staff is involved in almost all of the 10 CAST participating towns. When this is not the case, administrative staff, under the direction of the town manager, handles VHR's. Responsibility is shared with planning/community development/building staff in half of the communities.

Town Departments Responsible for VHR Management

	Tracking	Licensing/ Tax Collection	Regulations	Complaints
Breckenridge	Finance	Finance	Finance	Finance
Crested Butte	Finance	Finance	Building	Marshals
Durango	Comm Dev/Code Enforce. & City Clerk	Finance & Comm Dev	Comm Dev	Comm Dev/ Code Enforce.
Estes Park	Comm Dev/Town Clerk	Town Clerk	Comm Dev	Comm Dev/Police
Frisco	Finance	Finance	Finance	CDD
Jackson	Planning & Building			Planning & Building
Mt. Crested Butte	Admin	Admin		
Ouray	Admin	Admin	Admin/PD	
Park City	Building	Finance	Building/Planning	Building
Steamboat Springs	Planning	Planning/Tax	Planning	Planning

Number of Staff Involved and Hours Spent

Among most towns, either one or two staff members per department are involved in the four main areas of responsibility – tracking, licensing/tax collection, regulations and complaints. On average, 3.7 staff members have some type of responsibility. Durango has the most staff involved – 12 staff in three departments followed by Crested Butte and Park City with four each.

Staffing and Time Spent on VHR Management

	Tracking	Licensing/ Tax Collection	Regulations	Complaints	Total
Average # of Staff Involved	1.6	1.4	1.8	1.3	3.6
Avg. Hours Spent Monthly	19	34	6	6	54

It takes an average of 54 hours per month to manage the systems now in place. Nearly two-thirds of the time is spent on licensing and tax collection. Tracking of VHR listings takes up about one-third of the hours devoted.

Costs

Staff frequently expressed uncertainty when questioned about the cost of their work on overseeing Vacation Home Rentals. The average cost totaled \$1,567/ month or \$18,800/year among the seven CAST towns who provided rough estimates.

On an hourly basis, costs range from \$22 to \$32, which likely is not a fully loaded figure including benefits.

Best Practices

Staffing Alternatives

Community Development Department Takes the Lead – Durango

- As issues continue to expand and concerns shift from a focus on tax collection to workforce housing and neighborhood issues, lead responsibility is placed within the purview of community development/planning/building staff in Durango. Community development coordinates quarterly with finance and administrative services.

VHR Oversight Coordinated by Economic Development Staff – Park City

- In recognition of the importance of VHR's to the resort town's economy, economic development staff coordinate oversight tasks, coordinating with finance, building and planning staff.

Staff Specialist Added – Park City

- A staff person was hired to implement an inspection program, insuring that VHR units are safe and of sufficient quality for a positive visitor experience, which is considered tantamount to the community's sustainability as a high-end destination resort. Park City is the only one of the 10 CAST towns that has hired staff specifically for its VHR oversight.

Potential Practices

Share Staff/Contract Services through Regional Cooperation

Whatever system is used to track, license, tax and oversee VHR's, sharing the responsibility with neighboring jurisdictions should be more efficient. Summit County shared the VRCompliance LLC contract when they used the company's services to track VHR's.

Compare Costs/Benefits

The staff cost to oversee VHR's should be documented. This will enable cost/benefit analysis, potentially support increases in license fees and inform consideration of other administrative options, such as contract services.

VI. Neighborhood Impacts

Issues and Emerging Trends

The impacts of VHR's are widespread. Communities have become alarmed about changes in the character of their residential neighborhoods as they transition into lodging districts. Familiar faces are being replaced by transient populations. In many cities, neighbors are outraged and leading the fight against the proliferation of the industry. In mountain towns where visitors are the mainstay of the economy, residents and community officials are also concerned about changes in community character as well as specific disruptions including noise, parking violations, overcrowding and garbage.

Metro Areas React to Neighborhood Concerns

In urban areas, concerns about neighborhood impacts were generally first to get significant attention. Short-term rentals were often prohibited in residential zones and were thus illegal uses that could not be licensed and taxed. Boulder is a prime example. When the issue of taxing short-term rentals was raised several years ago, the City chose not to take action at that time. When complaints lodged by neighbors in 2014 increased in number and volume, the City's initial response was to issue 20 cease and desist letters to known violators of zoning prohibitions. The letters were quickly rescinded when the magnitude of the violations became better understood. Comprehensive solutions responsive to neighborhood concerns are now under investigation.

Neighborhoods Organize Across the Country

Neighborhoods are consolidating into organizations with a voice, establishing unified positions on issues that primarily impact neighborhoods. Citizen-initiated referendums that might prohibit or severely limiting VHR's are starting to appear in communities of all sizes. Examples of neighbor groups include:

- Asheville: Coalition of Asheville Neighborhoods
- Los Angeles: Keep Neighborhoods
- New York, San Francisco: ShareBetter
- New York: Westside Neighborhood Alliance

National Group(s) Form to Deal with Issues

At the national level, *Neighbors for Overnight Oversight* is an online coalition of residents, community leaders and businesses seeking to protect neighborhoods by supporting regulations and oversight for the short-term rental market. They work on measures to ensure that VHR's comply with basic safety measures to protect consumers and neighbors. They offer an advocacy tool kit and spread the word about situations when things go wrong. Similar groups may form; change happens quickly in this industry.

Hosting Sites Cooperatively Defend Rights

As referenced in the Regulations section of this report, hosting sites have reacted quickly to initiatives by citizen groups to place limits on their operations and demand accountability. They are doing so in a well-funded, cooperative manner. Each of the top hosting sites is a powerhouse in its own right; together they are formidable and will make initiatives at the metropolitan, state and federal level a hard fight. The extent to which they may attempt to influence neighborhood protection efforts in smaller towns is uncertain.

Code Enforcement and Local Property Managers Effective Tools in Mountain Towns

Local governments that permit VHR's have found a code enforcement approach effective at dealing with nuisance conditions, such as excessive noise, parking and trash. In some towns like Breckenridge, nuisance control regulations that have been part of the municipal code for years are being dusted off and used increasingly to mitigate adverse impacts on neighborhoods resulting from VHR's. In other towns like Durango, new codes have been created to specifically address VHR's in neighborhoods.

A tool adopted by many towns already and under consideration in others is requiring that VHR's have a local property manager/contact on call to respond to neighborhood complaints (see Regulations section for details).

CAST Survey Findings

Concerns About Neighborhoods

While most mountain towns first directed their VHR efforts on tax collection and licensing, neighborhood impacts have come to the forefront of policy and operational considerations. Among the 10 CAST study participants, Durango was the exception to this trend, focusing first on neighborhood impacts then designing regulations and licensing requirements aimed at preserving their residential areas.

Concern is higher for impacts on community character and neighborhood change than on specific nuisances although parking and noise are not far behind.

Neighborhood Concern Ratings

1 = minor concern; 5 = major concern

Concern	Avg. Rating
Community character	3.6
Neighborhood change	3.6
Parking	3.1
Noise	3.0
Safety	2.9
Overcrowding	2.7

Complaints

On average, 8.5 complaints were received last year by the six CAST participants that reported on complaints. Four of the 10 did not report any complaints in the past year, due at least in part to the lack of a standard complaint processing system.

Parking is the chief complaint followed by noise. Parking is particularly problematic in towns like Mt. Crested Butte where on street parking is not allowed. Complaints about VHR's where they are not allowed topped the list in Durango. Exterior lights being left on overnight and for long periods were also mentioned.

VHR-Related Complaints Received

Nature of Complaints	
Parking	22%
Noise	19%
Too many occupants	15%
Garbage	12%
Other: Illegal rentals, exterior lights left on	47%
Total*	115%

*Total exceeds 100% since multiple reasons sometimes cited.

How complaints are received and handled varies widely. In terms of receiving complaints:

- Town staff receives all or most complaints in Jackson, Mt. Crested Butte, Ouray and Park City;
- Elected officials have been contacted most often in Durango;
- Law enforcement usually gets the calls in Steamboat.

Towns learn of zoning/ordinance violations and other causes for complaint through:

- Neighbors -- the main source of complaints;
- Patrolling/observation is done by three of the 10 towns;
- Websites: "Overnight Oversight" or similar neighborhood watch has been a source in a couple of the communities;
- Facebook – While not noted as a source for complaints about VHR's in CAST towns, Facebook has been a forum for community interaction on related issues. In the small community of Pitkin, Colorado (about 70 residents) Facebook is the place where heated debates have occurred.
- Property managers who handle legal short-term rentals are a source of complaints about VHR's where they are not allowed.

Best Practices

Practices related to neighborhood impacts are grouped into two categories: Outreach/Education and Nuisance Mitigation.

Outreach and Education

Website – Durango

- Page on City's website covers regulations, history, recent news and opportunities for input with a link to map showing permitted VHR's.

Mapping of Permitted VHR's – Durango

- A map of all the permitted VHR's in the City that can be viewed by citizens with complaints submitted directly to community development staff via the website.

Neighbor Notices – Sonoma County and Petaluma (proposed)

- Letters notifying that a permit has been issued and containing contact information on mandatory property manager located within a 1-hour drive and on call 24/7 given to all neighbors within 100 feet of a VHR.

Stakeholder Roundtables – Durango

- Two discussions supported by informative PowerPoint presentations with realtors, property owners, vacation rental managers, neighborhood advocates, code enforcement staff, downtown HOA representatives, and lodging industry representatives.

Chamber Outreach – Breckenridge

- Meetings held for education about rules and procedures.

Newspaper Notices and Articles – Breckenridge

- Published notices in the newspaper to educate public/property owners about what is allowed.

Community Engagement – Durango

- A community meeting held on neighborhood issues publicized through multiple outlets including traditional media, social media, the City website and City e-mail listservs. Comments became extensive; Durango's staff recommends developing a system for organizing comments from the outset of any public education process.

Complaint Handling Process – Durango

- Website and other forms of public outreach channel comments/inquiries/complaints through to a designated planner; one person handles/routes complaints other than those needing immediate police response.

Educate Visitors – Breckenridge

- Create a brochure on the Town's noise, parking, occupant, visitor and garbage regulations associated with VHR's and require that it be posted in all VHR units.

Nuisance Mitigation

Occupancy Limits

- Estes Park: A maximum of two persons per bedroom plus two persons with an 8-person maximum. Children under 3 exempted.
- Sonoma County: Two persons per bedroom plus two up to a 12-person maximum subject to design load of septic system or as allowed through granting of a Use Permit.
- Steamboat Springs: 1 person per 200 SF.

Visitor Limits – Sonoma County

- A maximum of 6 visitors are allowed in addition to the maximum permitted, which equals up to 18 persons in homes with 5 or more bedrooms. Exceptions are allowed on the national holidays of Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Eve and Christmas.

Outdoor Party Limits

- Steamboat Springs: Outdoor activities are prohibited at which more than twice the number of allowed occupants are in attendance, which equates to a maximum of 16 guests staying in the unit and no more than 32 persons at an outdoor party.
- Sonoma County: Special events, outdoor events, lawn parties, weddings and similar activities are not allowed at any time at VHR's in Rural Residential and Urban Residential zones.

Trash Management – Grand Lake

- The Pay as You Throw (PAYT) program involves the Town offering plastic bags for \$3.00 (25 Gal.) and \$4.00 (40 Gal.) that can be thrown in 5 animal-resistant dumpsters located by the Public Works Department shop in town.

Parking

- Sonoma County: 1 space minimum for up to 2 bedrooms; 2 spaces for 3 or 4 bedrooms and at least 3 spaces for larger units, which must demonstrate adequate parking.
- Breckenridge and Grand Lake: No motor vehicles can be parked on the lawn or landscaped areas or in the public street or right-of-way adjacent to the accommodation unit, and no person can stay overnight in any motor vehicle which is parked at an accommodation unit.
- Santa Fe: No recreational vehicles can be parked on the site or on the street.
- Steamboat Springs: Maximum of 4 cars outside of a garage.

Noise Limits

- Palm Springs: No outdoor amplified sound is permitted at any time when short-term rented.
- Sonoma County: Outdoor amplified sound is not permitted at any time unless through a Cultural or Special Event Permit or Use Permit.

General Nuisance

- Lake Tahoe Basin: All-encompassing but vague "Occupants cannot create unreasonable noise or disturbances, engage in disorderly conduct or violate provisions of state law regarding noise, overcrowding, alcohol or drugs."

VII. Workforce Housing

Issues and Emerging Trends

Concerns have increased within the last year over the impacts that VHR's are having on workforce housing, particularly its availability and cost. Communities have not done much to date to quantify the impacts but seem to be increasingly interested in options they might pursue to preserve and provide affordable housing for their workforce.

Loss of Long-Term Rentals

The conversion of rental units that have historically housed employees has become a major concern in mountain towns. Availability of workforce rental housing in all inter-mountain resort communities became very scarce in 2014. In 2014, apartment vacancy rates were extremely low -- less than 1% in many areas. In some towns like Jackson, the lack of rental housing has been called a crisis. Conversion of long-term rentals occupied by locals into VHR's has often been anecdotally cited as the reason for such a dramatic shift in rental availability.

Rent Increases

The economic principles of supply and demand have been functioning well in mountain towns. With the decrease in the rental supply, due at least in part to conversion into VHR's, rents have been rising. At one apartment complex near Vail, rents increased by over \$500/month in 2014. In response to the steep jump in rents in many Colorado mountain communities efforts are underway to develop additional apartments in Buena Vista, Breckenridge, Crested Butte, Edwards, Eagle, Mountain Village, Telluride, Salida and Steamboat Springs.

Large Cities Also Concerned

The concern about loss of long-term rentals is not isolated to mountain resort communities. A March 2015 report titled *Airbnb, Rising Rents and the Housing Shortage in Los Angeles* by LAANE, a group that supports "a new economy for all" cited the loss of over 7,300 long-term rental units. This estimate has been widely quoted in publications throughout the country, reflecting the growing concern over this issue.

Using Workforce Housing as Vacation Home Rentals

Some residents of deed-restricted workforce housing have rented their homes or spare bedrooms through online hosting sites. These scattered incidents have typically been reported by neighbors who also live in nearby homes with deed restrictions prohibiting the practice.

In Aspen, some community officials are in favor of allowing residents of restricted workforce housing to use their homes as vacation rentals, advertising through hosting sites and producing much needed extra income. The housing authority's guidelines and deed restrictions explicitly prohibit such use because, as the housing authority director explained, "it undermines the spirit and intent of the workforce housing program." The housing authority's outside legal counsel has strongly advised against permitting this

activity. Aspen is the only mountain town identified to date in which changes to regulations prohibiting the use of workforce housing as vacation home rentals may be considered.

Quantifying the Situation

While concerns over the impacts that the proliferation of VHR's has had on housing for the workforce, few attempts have been made to quantify the impacts. Evidence is anecdotal but many communities feel loss of units is significant since, as the town manager of Estes Park indicated, "It is so easy to have vacation rentals and the profits are substantial, that many people are choosing to utilize their properties as vacation rentals, thereby taking at least a portion of these off of the long term rental market." (sic)

Impacts on Accessory Units

One impact that is particularly hard to track is the use of accessory units at VHR's. Construction of deed restricted accessory dwelling units are often encouraged by municipalities though incentives such as density bonuses and fee waivers/reductions. The units can provide housing for the workforce, retirees and family members as their needs change. Petaluma is one community concerned about their ADU's or "granny flats" becoming VHR's.

CAST Survey Findings

Loss of Long-Term Rentals

The loss of housing previously rented by members of the local workforce on a long-term basis has become the top concern in participating CAST communities, edging out tax collection. Communities rated this an average of 3.9 (on a scale of 1 to 5 with 5 being "major concern"). Concern about conversion of long-term rentals that housed employees into short-term vacation home rentals is particularly high in Breckenridge, Crested Butte, Frisco, Jackson and Park City. Steamboat Springs is the only town surveyed where concern about this issue is low.

Tracking Conversion from Long-Term to Short-Term Rentals

While the concern is widespread, only two of the 10 CAST towns surveyed have tracked or attempted to identify residential units that were occupied by local residents but are now short-termed.

- Breckenridge maintains a property database used primarily for its RETT that classifies each residential unit according to its primary use. Long-term rentals have held steady at 9% to 10% of the inventory, despite fluctuations due to new construction and conversion into VHR's.
- Durango gains knowledge about the past use of units through its VHR permitting system. While the system has been in place for less than a year, staff estimates roughly half are out-of-town owners or professional property managers. The other half are local homeowners who travel and want the option to rent the house while gone, have a 2nd unit on their property that they want to rent, or want to short-term rent a room in the house. This system does not track change in use.

Using Deed Restricted Workforce Housing as VHR's

Incidents where illegal use of deed restricted workforce housing as VHR's has been very limited. Only Jackson and Frisco reported known incidents. None of the 10 towns reported requests by residents of restricted workforce housing for permission to rent their homes or spare bedrooms short term.

Despite few reported incidents, concern about the potential use of workforce housing as VHR's is relatively high, ranking 6th out of 16 issues tested in the CAST survey. While staff are aware of the concern, most feel compliance with prohibitions will not be problematic because neighbors will report violations and annual compliance monitoring will detect unauthorized rental of units.

Best Practices

Tracking Conversion of Employee Housing Into VHR's

Real Estate Database – Breckenridge

- The finance department maintains a database developed for tracking real estate transfer tax (RETT). New owners are contacted when units are sold to determine change in use.

Housing Census – Crested Butte

- The Town Planner has historically conducted a census on the use/occupancy of every residential unit in the community. This tool has been helpful on many tasks related to workforce housing and could be used to track loss of employee housing. It has documented that short-term rentals have increased from 5.1% of total housing units in 2000 to 15.8% in 2015, with a growth rate – times faster than the growth in housing.

Prohibiting Use of Workforce Housing as VHR's

Deed Restriction Provisions – Breckenridge

- Only “qualified occupants” who are employed in Summit County can reside in units, which prohibits renting the unit or individual bedrooms to visitors. Non-paying guests are allowed. Renting to roommates who are employed in Summit County is also allowed.

Web Site Notice - Aspen

- The Aspen/Pitkin County Housing Authority web site has in bold, red typeface, “Under NO circumstances are you allowed to rent your deed restricted home or room out through VRBO, Airbnb or equivalent.”

Potential Practices

License Check for Housing Compliance

- Require sign off by housing agency/department in charge of administering workforce housing on VHR's license/permit applications.

Tracking System Crosscheck

- Provide addresses and photos of restricted workforce housing to staff who license and track VHR's.

Allocate VHR Revenue to Housing

- To fund replacement housing and units needed by growing workforce, allocate tax revenues into an affordable housing fund. A proposal to do this is under consideration in Nashville.

Replace Lost Housing Units

- Develop goals and plans for workforce housing development that take into account loss of housing through conversion into VHR's.