



# EagleVail Metropolitan District

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TO: EAGLEVAIL METROPOLITAN DISTRICT BOARD OF DIRECTORS  
AND EAGLEVAIL BOARD OF GOVERNORS

FROM: Kris O'Neill

DATE: September 26, 2014

This memo shall serve as Notice of the Special Meeting of the Board of Directors of the EagleVail Metropolitan District and the EagleVail Board of Governors, which will be held on Thursday, October 2, 2014, at 4:30 P.M. at the EagleVail Pavilion, 538 Eagle Road, EagleVail Subdivision, Eagle County, Colorado in accordance with the applicable statutes of the State of Colorado.

The agenda and related materials for the meeting are attached.

If you are unable to attend this meeting, please let us know.

**DISTRIBUTION:**

Louise Funk  
Tracy Walters  
Jane Ross  
Jennifer Davis  
Leah Mayer  
Chris Romer  
Cindy Gilbert  
Mike Kieler  
Skip Moss  
Betsy Laughlin  
Mike Charles

James Collins, Esq.  
Wendell Porterfield, Esq.  
Kenneth Marchetti, Financials  
Jeff Layman, Community Manager  
Kris O'Neill, Administrative Manager  
Laura Putnam, Administrative Assistant  
Steven Barber, Superintendent  
Ben Welsh, Golf Professional  
Ted Hanley, Compliance Officer  
Austin Richardson, Vail Daily (agenda only) FAX 949-7094  
Eagle County Sheriff, Deputy Bill Kaufman, (agenda only) FAX 328-1448  
Rick Granzow, EagleVail resident (agenda only) FAX 926-4933  
Eagle County (agenda and notice) FAX 328-8716





The Board of Directors of the EagleVail Metropolitan District and the EagleVail Property Owners Association shall meet jointly at 4:30 p.m. at the EagleVail Pavilion on Thursday, October 2, 2014.

AGENDA  
BOARD OF GOVERNORS MEETING  
Thursday, October 2, 2014

Info	1.	CALL TO ORDER AND CONSIDERATION OF THE AGENDA	4:30
Action	2.	CONSENT AGENDA*	4:32
		Consideration of Minutes	
		a. August 21, 2014 Regular Meeting	
		b. September 4, 2014 Regular Meeting	
		Ratification and Approval of Payroll and Accounts Payable	
		a. August 22, 2014 Payroll & Payables	
		b. September 5, 2014 Payroll & Payables	
		c. September 19, 2014 Payroll & Payables	
Info	3.	PUBLIC COMMENT	4:40
Action	4.	APPROVAL OF UERWA AGREEMENT	4:50
		Tom Allender, Presenting	
Info	5.	MAY 2016 BALLOT QUESTION	5:00
		Rick Pylman, Ken Marchetti & Jeff Layman, Presenting	
Info	6.	EVPOA ANNUAL MEETING IDEAS	5:15
		Kris O'Neill, Presenting	
Action	7.	FINANCIAL REPORTS	5:30
		a. August Financial Reports - MD	
		b. August Financial Reports - POA	
		Ken Marchetti, Presenting	
	8.	EXECUTIVE SESSION: PERSONNEL MATTERS	5:40
Info	9.	BOARD COMMENT TO MANAGEMENT REPORTS	6:10
Info	10.	OTHER BUSINESS	6:20
	11.	ADJOURNMENT	6:30

Future Meeting Dates and Proposed Agenda Topics:  
October 16 Regular Meeting: 2015 Budget Discussion  
Other Future Meetings: Annual Board Member Orientation

\*Items of a routine and non-controversial nature are placed on the Consent Agenda to allow the Board to focus on other items contained in a lengthy agenda. An item may be "removed" from the Consent Agenda and considered separately by any member of the Board.

NOTE: Times of items are approximate, subject to change and cannot be relied upon to determine at what time the Board will consider an item. Public Comments on work session items may be solicited by the Board.

**EagleVail Board of Governors Mission Statement: "To make EagleVail the best community in which to live, work & play."**



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## RECORD OF PROCEEDINGS

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### Minutes of the Regular Meeting of the Board of Directors

**EagleVail Board of Governors  
August 21, 2014**

A Regular Meeting of the Board of Directors of the EagleVail Board of Governors, Eagle County, Colorado, was held on August 18, 2014, at 4:30 p.m. at the EagleVail Pavilion, 538 Eagle Road, EagleVail, Eagle County, Colorado, in accordance with the applicable statutes of the State of Colorado.

**Attendance** The following Directors were present and acting:

- Louise Funk
- Chris Romer
- Skip Moss
- Betsy Laughlin
- Mike Kieler
- Jane Ross
- Cindy Gilbert
- Tracy Walters
- Leah Mayer
- Jennifer Davis

The following Directors were absent:

- Mike Charles

Also in attendance were:

- Staff, Contractor and County Attendees
  - Jeff Layman, Community Manager
  - Kris O'Neill, Administrative Manager
  - Ben Welsh, Director of Golf
  - Steven Barber, Superintendent
  - Kenneth Marchetti, District Accountant
  - Rick Pylman, Pylman & Associates
  - Todd Goulding, Evans Chaffee Construction Group
  - Pedro Campos, Zehren and Associates, Inc.
  - J.K. Perry, Public Access TV 5
- EagleVail Constituents
  - Daric Harvey
  - Vaughn DeCrausaz

### **Call to Order**

The Regular Meeting of the Board of Directors of the EagleVail Board of Governors was called to order by Chairman Romer on August 21, 2014 at 4:32 p.m. noting a quorum of the Joint Board was present.

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## RECORD OF PROCEEDINGS

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### EagleVail Board of Governors August 21, 2014 Regular Meeting Minutes

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#### Changes to

**The Agenda** Chairman Romer called for changes to the agenda. There were no changes at this time.

**Minutes** The Board reviewed the minutes of the July 17, 2014 Regular Meeting. By motion duly made and seconded, it was unanimously

**RESOLVED** to approve the minutes of the July 17, 2014 Regular Meeting

#### Payroll and

**Payables** The Board reviewed the July 25, 2014 and August 8, 2014 Accounts Payable and Payroll for the Metropolitan District. By motion duly made and seconded, it was unanimously

**RESOLVED** to approve the Payroll and Accounts Payable for July 25, 2014 and August 8, 2014

#### Public

**Comment** Mr. Harvey introduced himself and let everyone know that he is running for Eagle County Sheriff in the upcoming election this November. Mr. Harvey gave the Board a brief overview of his background. Discussion ensued.

#### Resolution Supporting the GOCO

##### Grant for the Renovation of

**Pavilion Park** Mr. Campos explained the resolution and gave an update on the progress of the project. Discussion ensued. By motion duly made and seconded, it was unanimously

**RESOLVED** to authorize signing a contract with ECO Irrigation & Landscaping for site work not to exceed \$60,000.00

By motion duly made and seconded, it was unanimously

**RESOLVED** to authorize up to \$175,000.00, not to exceed this amount, for the purchase of the park equipment

By motion duly made and seconded, it was unanimously

**RESOLVED** by the EagleVail Metropolitan District Board to approve the resolution supporting the GOCO Grant for the renovation of Pavilion Park as presented

A straw vote of the EagleVail Property Owners Association was unanimous for writing a letter of support for the GOCO Grant. Mr. Campos thanked all of the people and groups that have written letters of support to accompany the GOCO Grant application.

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## RECORD OF PROCEEDINGS

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### EagleVail Board of Governors August 21, 2014 Regular Meeting Minutes

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#### **Proposed Amendments to the EVMD Board**

**Bylaws** Mr. Marchetti asked the Board if there were any questions on the minor technical updates mandated by law. There were no questions. By motion duly made and seconded, it was unanimously

**RESOLVED** to approve the EagleVail Metropolitan District Board Bylaws as amended

#### **Financial Reports**

Mr. Marchetti went over his report in the board packet and asked for questions. Discussion ensued.

#### **May 2016 Ballot**

**Question** Mr. Layman introduced the conversation and Mr. Pylman went over the report in the board packet. Discussion ensued. By motion duly made and seconded, it was unanimously

**RESOLVED** to approve spending for the remainder of 2014, not to exceed \$25,000.00, on consulting work to provide information to be used to answer the basic questions around these concepts.

Mr. Pylman talked about the tennis building and asked Mr. Goulding to go over the options mentioned in his report in the board packet. Discussion ensued.

#### **Stone Creek Sidewalk Drainage Project**

**Update** Mr. Layman went over his report in the board packet. Mr. DeCrausaz talked about the sidewalk project and let the Board know that he is against moving forward with this project. Discussion ensued. There was a motion made to approve \$31,000.00 to move forward with this project but it was not seconded and failed. This item will be moved to a future meeting agenda and any future reports should include information regarding landscaping and Eagle County work that has been done in regards to this project.

#### **How to Revitalize Attendance at EVPOA Annual**

**Meetings** It was suggested to try to make the meetings more fun. Discussion ensued. Ms. O'Neill will ask EagleVail Property Owners Association legal counsel about the meetings and the statutory requirements and will report back to the Board at a future meeting.

#### **Management Reports**

Mr. Welsh let the Board know about Foot Golf at the Willow Creek Par 3 course and well it has been received so far. Discussion ensued.

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## RECORD OF PROCEEDINGS

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### EagleVail Board of Governors August 21, 2014 Regular Meeting Minutes

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Director Kieler and Mr. Welsh both let the Board know about the Healing Heroes Tournament that was held on August 28, 2014 at the EagleVail Golf Course.

Director Mayer asked that addresses of violations be added to the reports so that Board Members can see the violations in order to provide more informed feedback and decisions.

**Other  
Business**

Director Ross let the Board know about the Rental Committee meetings and how productive they have been. Director Moss mentioned parking issues. Discussion ensued.

**Adjournment** There being no further business to come before the Board at this time and by motion duly made and seconded, it was unanimously at 7:00 p.m.

**RESOLVED** to adjourn the Regular Meeting of the EagleVail Board of Governors on Thursday, August 21, 2014

Respectfully submitted,

Secretary for the Meeting

Statements contained herein are a summary representation of discussions that occurred during the August 21, 2014 meeting, unless otherwise stated or specified, and are not meant to include verbatim dialogues that occurred. In addition, statements made by individual Board members included herein do not necessarily reflect the position or opinion of the EagleVail Board of Governors or the Board as a whole.

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## RECORD OF PROCEEDINGS

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### Minutes of the Special Meeting of the Board of Directors

EagleVail Board of Governors  
September 4, 2014

A Special Meeting of the Board of Directors of the EagleVail Board of Governors, Eagle County, Colorado, was held on September 4, 2014, at 4:30 p.m. at the EagleVail Pavilion, 538 Eagle Road, EagleVail, Eagle County, Colorado, in accordance with the applicable statutes of the State of Colorado.

**Attendance** The following Directors were present and acting:

- Chris Romer
- Louise Funk
- Leah Mayer
- Cindy Gilbert
- Betsy Laughlin
- Tracy Walters
- Mike Charles
- Skip Moss
- Jennifer Davis

The following Directors were absent:

- Mike Kieler
- Jane Ross

Also in attendance were:

- Staff, Contractor and County Attendees
  - Jeff Layman, Community Manager
  - Kris O'Neill, Administrative Manager
  - Steven Barber, Superintendent
  - Ben Welsh, Director of Golf
  - Kenneth Marchetti, District Accountant
  - Jeremy Rietmann, Vail Valley Partnership Program Manager
  - Fire Chief Karl Bauer, Eagle River Fire Protection District
  - Tracy LeClair, Eagle River Fire Protection District

### Call to

### Order

The Special Meeting of the Board of Directors of the EagleVail Board of Governors was called to order by Chairman Romer on September 4, 2014, at 4:34 p.m. noting a quorum was present.

### Changes to

### The Agenda

Chairman Romer called for changes to the agenda. Chairman Funk asked to add an item to 'Other Business'.

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## RECORD OF PROCEEDINGS

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### EagleVail Board of Governors September 4, 2014 Special Meeting Minutes

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#### Public

**Comment** There was no public comment at this time.

#### VVP Economic Development

##### Update & 2015 Funding

**Request** Mr. Rietmann went over his PowerPoint presentation and the report in the board packet. Discussion ensued with Chairman Romer recusing himself from any decisions or discussion.

#### ERFPD: Strategic

##### Planning EagleVail Fire

**Station** Fire Chief Bauer gave a brief overview of how the fire district operates and assesses risks and explained the work on the study that the Eagle River Fire Protection District is conducting. They hope to have the first draft of the study ready by the end of October 2014. Discussion ensued.

#### 2014 Community Survey

**Review** Mr. Layman went over his report in the board packet and the handouts that he provided. See attached. Discussion ensued. Direction was given to staff to work on different ways to get information to the community that the Board is listening and looking at the survey results, including the comments. It was decided to look into adding a 'Did you know...' section to the EagleVail Newsletter. Discussion ensued.

#### Stone Creek Sidewalk

##### Drainage Project

**Update** Mr. Layman let the Board know that Mr. Barber spoke to an excavator that said it would be better to wait until spring 2015 to try to bid this project again. Discussion ensued.

#### Other

**Business** Chairman Funk talked about the Community Manager position and an evaluation being done on Mr. Layman in this position. Evaluation sheets will go out to Board Members and staff to complete. The work session on October 2, 2014 will be noticed as a special meeting and an executive session for personnel matters will be added to the agenda.

**Adjournment** There being no further business to come before the Board at this time and by motion duly made and seconded, it was unanimously at 6:40pm.

**RESOLVED** to adjourn the Special Meeting of the EagleVail Board of Governors on Thursday, September 4, 2014

Respectfully submitted,

Secretary for the Meeting

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## RECORD OF PROCEEDINGS

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### EagleVail Board of Governors September 4, 2014 Special Meeting Minutes

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Statements contained herein are a summary representation of discussions that occurred during the September 4, 2014 Special Meeting, unless otherwise stated or specified, and are not meant to include verbatim dialogues that occurred. In addition, statements made by individual Board members included herein do not necessarily reflect the position or opinion of the EagleVail Board of Governors or the Board as a whole.

Subject to Approval





Joint Board of Governors  
Eagle Vail Metropolitan District and Eagle Vail Property Owners Association  
Edwards, Colorado

September 22, 2014

We have compiled the accompanying statements of revenues, expenditures and changes in fund balance of EagleVail Metropolitan District and EagleVail Property Owners Association for the eight month period ended August 31, 2014 in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. We also compiled the accompanying budget and forecast of revenues, expenditures and changes in fund balance for the year ending December 31, 2014 and the preliminary budgets for calendar year 2015 and 2016, in accordance with standards established by the American Institute of Certified Public Accountants.

We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

We serve in a dual role with the District, as a consulting financial manager and as an external accountant. Management (with our participation) is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements. We have prepared these financial statements in our capacity as a consulting financial manager for the District.

As an external accountant our responsibility includes conducting the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management (with my participation) has elected to omit substantially all of the disclosures and the statement of cash flows as of August 31, 2014, required by generally accepted accounting principles. Management has also elected to omit the summary of significant accounting policies required by the guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants. If the omitted disclosures were included in the historical financial statements and if the summary of significant accounting policies were included in the budget and forecast, they might influence the user's conclusions about the District's and Association's historical financial position results of operations and cash flows and the forecasted results of operations and fund balances. Accordingly, the historical financial statements and forecast are not designed for those who are not informed about such matters.

The actual historical information for calendar year 2013 is presented for comparative purposes only. The 2013 information for the District is taken from financial statements which have been audited by McMahan and Associates, L.L.C. and upon which they expressed an unqualified opinion in their report dated July 18, 2014. The 2013 information for the Association is taken from the statement of revenues and expenses compiled by our predecessor firm, Robertson & Marchetti, P.C. Our report thereon noted that management had elected to omit substantially all disclosures and the statement of cash flows for the Association and if these omissions had been included, they might influence the user's conclusions about the Association's 2013 financial position, results of operations and cash flows. Accordingly, the 2013 financial statements of the Association are not designed for those who are not informed about such matters.

We are not independent from and accounting and auditing perspective with respect to EagleVail Metropolitan District and EagleVail Property Owners Association because we perform certain accounting services that impair our independence.

*Marchetti & Weaver, LLC*

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EAGLE-VAIL METROPOLITAN DISTRICT STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCES													
Actual, Budget and Forecast for the Periods Indicated													
Account	Ref	Cal Yr 2013			Cal Yr 2014			2014 Year to Date			Current Month		
		Cal Yr Actual	Adopted Budget	Projected Variance Fav(Unfav)	Cal Yr Forecast	YTD Actual To 8/31/2013	YTD Actual To 8/31/14	YTD Budget To 8/31/14	Variance Favor (Unfavor)	Actual 8/31/14	Budget 8/31/14	Variance Favor (Unfavor)	Cal Yr Prelim 2015 Budget
POA Surplus (Deficit)													
POA Op Assmts (See Also Cap Assmt Below)	11	281,970	289,200	0	289,200	281,970	289,200	289,200	0	0	0	0	296,430
DRB Fees	11	7,258	2,400	3,200	5,600	5,848	3,660	1,600	2,060	420	200	220	5,800
POA Other Income	11	30,534	18,700	8,200	26,900	22,082	21,920	12,450	9,470	2,209	1,575	634	26,700
General, Admin & Operations	11	(243,919)	(279,392)	7,775	(271,617)	(163,724)	(167,493)	(191,437)	23,944	(17,542)	(23,085)	5,543	(282,617)
Community Relations	11	(16,476)	(33,860)	2,000	(31,860)	(12,432)	(9,819)	(13,840)	4,021	(1,178)	(1,738)	560	(43,860)
Design Review Committee	11	(15,580)	(13,000)	0	(13,000)	(10,760)	(8,190)	(8,667)	476	0	(1,083)	1,083	(13,390)
POA Operating Surplus (Deficit)		43,767	(15,952)	21,175	5,223	122,984	129,277	89,306	39,971	(16,091)	(24,131)	8,040	(10,747)
POA Cap Res Assmt (See Op Assmt Above)	11	151,830	180,750	0	180,750	151,830	180,750	180,750	0	0	0	0	187,980
POA Projects, Capital and Non-Routine	11	(326,778)	(171,880)	(5,327)	(177,207)	(26,778)	(5,148)	(47,000)	41,852	(109)	(12,000)	11,891	(304,250)
POA Capital Surplus (Deficit)	11	(174,948)	8,870	(5,327)	3,543	125,052	175,602	133,750	41,852	(109)	(12,000)	11,891	(116,270)
POA Overall Surplus (Deficit)		(131,161)	(7,082)	15,848	8,766	248,036	304,879	223,056	81,823	(16,200)	(36,131)	19,931	(127,017)
Fund Balance - Beginning POA	11	447,747	202,995	113,591	316,586	447,747	316,586	202,995	113,591	637,665	438,051	183,623	324,773
Less Depreciation		0	(578)	0	(578)	0	0	0	0	0	0	0	(578)
Fund Bal - End POA	11	316,586	195,335	129,439	324,773	895,783	621,485	426,051	195,414	621,485	426,051	195,414	197,178
													245,567

See accompanying accountant's report.  
 Note: Separate underlying accounting records are maintained for each entity and this combined report is presented for information purposes only. Shaded areas are the POA accounts.

EAGLE-VAILE METROPOLITAN DISTRICT STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCES Actual, Budget and Forecast for the Periods Indicated													
New Acct No	Ref	Printed: 09/22/14 MODIFIED ACCRUAL BASIS											
		Cal Yr 2014			Last Year			2014 Year to Date			Current Month		
		Cal Yr 2013 Actual	Adopted Budget	Projected Variance Fav(Unfav)	Cal Yr 2014 Forecast	YTD Actual To 8/31/2013	YTD Actual To 8/31/14	YTD Budget To 8/31/14	Variance Favor (Unfavor)	Actual 8/31/14	Budget 8/31/14	Variance Favor (Unfavor)	Cal Yr Prelim 2015 Budget
		80,582,710	67,304,110		67,304,110							0.0%	67,306,110
		14,835	14,835		14,835								14,835
		5,931	7,102		7,102								7,101
		1,193,784	998,456	0	998,456	1,155,748	966,644	966,644	11,418	16,351	182,026	(165,676)	998,486
		19,144	39,938	0	39,938	27,267	23,297	23,297	3,976	3,880	3,328	552	39,939
		54,400	0	9,299	9,299	54,400	41,477	0	41,477	32,177	0	32,177	0
		74,722	17,383	0	17,383	66,794	6,834	11,589	(4,755)	941	1,449	(507)	17,622
		(450,898)	(544,811)	30,730	(514,081)	(308,877)	(305,765)	(361,835)	56,071	(36,161)	(54,927)	18,765	(550,870)
		(275,475)	(274,563)	0	(274,563)	(30,238)	(27,281)	(27,282)	0	0	0	0	(272,963)
		645,677	236,404	40,029	276,433	965,095	720,600	612,413	108,186	17,188	131,876	(114,689)	232,214
													402,315
		477,270	477,994	0	477,994	462,063	468,241	462,764	5,476	7,828	87,142	(79,314)	477,941
		19,648	19,120	0	19,120	10,901	13,017	11,153	1,864	1,858	1,593	264	19,118
		(472,800)	(473,300)	0	(473,300)	(146,400)	(144,150)	(144,150)	0	0	0	0	(473,213)
		(1,200)	(1,200)	0	(1,200)	(1,200)	(1,200)	(1,200)	0	0	0	0	(1,200)
		(14,353)	(14,340)	0	(14,340)	(13,873)	(14,056)	(13,883)	(173)	(241)	(2,614)	2,374	(14,339)
		8,564	8,274	0	8,274	311,492	321,851	314,684	7,167	9,445	86,121	(76,676)	8,307
													8,312
		10,141	11,730	(6,000)	5,730	7,017	14,321	12,380	1,941	2,068	448	1,620	7,730
		(3,562)	(3,650)	0	(3,650)	(2,551)	(2,120)	(3,175)	1,055	(208)	(944)	735	(3,650)
		(29,592)	(32,569)	(23,381)	(55,949)	8,658	(19,448)	(9,866)	(9,583)	(24,966)	(5,459)	(19,507)	(56,106)
		(89,999)	(112,150)	7,824	(104,326)	(84,905)	(72,429)	(98,587)	26,158	(15,573)	(21,115)	5,542	(134,150)
		(113,012)	(136,639)	(21,557)	(158,195)	(71,781)	(79,676)	(99,248)	19,571	(38,679)	(27,070)	(11,609)	(186,176)
													(169,671)
		1,230,593	1,285,500	(78,000)	1,207,500	1,088,100	1,054,380	1,135,005	(80,625)	310,225	387,544	(77,319)	1,279,500
		(706,385)	(746,706)	485	(746,221)	(474,879)	(485,588)	(523,999)	38,411	(85,247)	(80,088)	(5,159)	(778,141)
		(390,864)	(403,900)	(7,440)	(411,340)	(265,001)	(271,286)	(287,364)	16,078	(68,906)	(60,138)	(8,768)	(413,383)
		(49,196)	(47,363)	(232)	(47,595)	(34,010)	(27,205)	(31,605)	4,400	(5,644)	(5,255)	(389)	(47,363)
		15,089	28,045	(5,956)	22,089	26,940	40,146	29,907	10,239	21,998	13,916	8,082	17,932
		99,237	115,575	(91,143)	24,433	341,151	310,447	321,944	(11,497)	172,426	255,979	(83,553)	58,283
		640,466	223,614	(72,670)	150,944	1,545,956	1,273,222	1,149,795	123,427	160,379	446,907	(286,527)	112,628
													288,487
		0	0	0	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	0	0	0	0
		(118,524)	(449,792)	55,394	(394,398)	(326,194)	(12,210)	(591,654)	579,444	(71,063)	(27,965)	(43,098)	(907,138)
		0	0	0	0	0	0	0	0	0	0	0	0
		(118,524)	(449,792)	55,394	(394,398)	(326,194)	(12,210)	(591,654)	579,444	(71,063)	(27,965)	(43,098)	(907,138)
													(565,265)
													0
													(565,265)
		521,942	(226,178)	(17,276)	(243,454)	1,219,762	1,261,012	558,140	702,872	89,316	418,941	(329,625)	(794,510)
		3,019,404	3,250,139	291,207	3,541,346	3,106,298	3,541,346	3,250,139	291,207	4,713,043	3,389,338	1,323,705	3,297,892
													2,503,363
		3,541,346	3,023,961	273,931	3,297,892	4,326,060	4,802,358	3,808,279	994,079	4,802,358	3,808,279	994,079	2,503,383
													2,227,604

See accompanying accountant's report.

EAGLE VAIL METROPOLITAN DISTRICT													
OTHER REVENUES													
Actual, Budget and Forecast for the Periods Indicated													
New Acct No	Account	Cal Yr 2013			Cal Yr 2014			2014 Year to Date			Current Month		
		Actual	Adopted Budget	Projected Variance Fav(Unfav)	Forecast	YTD Actual To 8/31/2013	YTD Actual To 8/31/14	YTD Budget To 8/31/14	Variance Favor (Unfavor)	Actual 8/31/14	Budget 8/31/14	Variance Favor (Unfavor)	Forecast 2016
	<b>Water Tap Fees</b>												
1-42100	Water Tap Fees	0	0	8,052	8,052	0	8,052	0	8,052	0	0	0	
1-42200	Village At Avon Tap Fees	0	0	0	0	0	0	0	0	0	0	0	
1-42300	Buffalo Ridge Tap Fees	54,400	54,400	1,247	1,247	54,400	33,425	0	33,425	32,177	0	32,177	
	Kayak Crossing Def. Taps												
	<b>Total Tap Fees</b>	<b>54,400</b>	<b>0</b>	<b>9,299</b>	<b>9,299</b>	<b>54,400</b>	<b>41,477</b>	<b>0</b>	<b>41,477</b>	<b>32,177</b>	<b>0</b>	<b>32,177</b>	<b>0</b>
	<b>Interest Income</b>												
	INTEREST			0					0			0	
	INTEREST EARNINGS			0					0			0	
	INTEREST INCOME			0					0			0	
	INTEREST INCOME			0					0			0	
	INTEREST INCOME DUPLEX			0					0			0	
	INTEREST INCOME			0					0			0	
	<b>Pavilion Operations</b>												
1-43100	Rent - Pavilion	46,708	50,000	0	50,000	34,165	40,343	38,519	1,824	6,145	2,970	3,175	56,650
1-43110	Rent-Pavilion Tables/Chairs	3,400	6,000	(6,000)	0	3,900	0	3,600	(3,600)	0	600	(600)	0
1-43200	POA Rent & Utility Reimbursement	0	0	0	0	0	0	0	0	0	0	0	0
	<b>Pavilion Income</b>	<b>50,108</b>	<b>56,000</b>	<b>(6,000)</b>	<b>50,000</b>	<b>38,065</b>	<b>40,343</b>	<b>42,119</b>	<b>(1,776)</b>	<b>6,145</b>	<b>3,570</b>	<b>2,575</b>	<b>56,650</b>
1-53310	Pavilion Advertising	(2,430)	(3,500)	0	(3,500)	(1,821)	(1,322)	(765)	(557)	(31)	(95)	65	(3,605)
1-53339	Pavilion Operations	(280)	(2,000)	0	(2,000)	(280)	(200)	(1,333)	1,133	(200)	(167)	(33)	(2,000)
1-53340	Pavilion Contract Cleaning	(16,463)	(14,500)	0	(14,500)	(10,885)	(11,219)	(9,667)	(1,552)	(2,416)	(1,208)	(1,208)	(14,935)
1-53350	Pavilion Irrigation, Planters, Flowers		(4,350)	0	(4,350)		(1,632)	(2,900)	1,268	0	(363)	363	(4,350)
1-53410	Pavilion Repairs & Maint	(6,745)	(4,000)	0	(4,000)	(6,519)	(3,070)	(3,836)	766	(376)	(290)	(86)	(7,000)
1-53510	Pavilion Supplies	(3,551)	(3,500)	0	(3,500)	(3,679)	(2,404)	(2,912)	508	(458)	(433)	(25)	(3,605)
1-53700	Pavilion Utility - Electric	(3,827)	(3,500)	0	(3,500)	(2,607)	(2,555)	(1,940)	(615)	(227)	(171)	(56)	(3,500)
1-53710	Pavilion Utility - Gas	(3,761)	(4,120)	0	(4,120)	(2,848)	(3,312)	(3,250)	(62)	(80)	0	(80)	(4,244)
1-53720	Pavilion Utility - Water/Sewer	(1,052)	(2,000)	0	(2,000)	(701)	(776)	(1,269)	494	(118)	(161)	43	(2,060)
1-53740	Pavilion Trash Removal	(1,859)	(2,800)	0	(2,800)	(1,709)	470	(1,867)	2,337	(170)	(233)	63	(2,884)
	<b>Pavilion Expenses</b>	<b>(39,966)</b>	<b>(44,270)</b>	<b>0</b>	<b>(44,270)</b>	<b>(31,048)</b>	<b>(26,021)</b>	<b>(29,739)</b>	<b>3,718</b>	<b>(4,077)</b>	<b>(3,122)</b>	<b>(955)</b>	<b>(44,888)</b>
	<b>Total Pavilion Operations</b>	<b>10,141</b>	<b>11,730</b>	<b>(6,000)</b>	<b>5,730</b>	<b>7,017</b>	<b>14,321</b>	<b>12,380</b>	<b>1,941</b>	<b>2,068</b>	<b>448</b>	<b>1,620</b>	<b>11,762</b>
	<b>Tennis Operations</b>												
1-43600	Tennis Revenue	0	0	0	0	0	0	0	0	0	0	0	0
1-55410	Repair & Maintenance/Courts/Eq	(1,013)	(1,000)	0	(1,000)	(1,013)	(520)	(1,000)	480	0	0	0	(1,030)
1-55420	Repair & Maintenance/Structural	(732)	(1,000)	0	(1,000)	(388)	(520)	(1,000)	480	0	(715)	715	(1,000)
1-55510	Supplies - Operating/Office	0	0	0	0	0	0	0	0	0	0	0	0
1-55800	Tennis Utility - Electric	(235)	(240)	0	(240)	(157)	(157)	(135)	(22)	(20)	(20)	0	(240)
1-55840	Tennis Utility - Water/Sewer	(878)	(900)	0	(900)	(586)	(653)	(82)	(124)	(84)	(84)	(1)	(900)
1-55920	Tennis Utility - Trash	(704)	(510)	0	(510)	(408)	(270)	(510)	240	(105)	(126)	21	(510)
	<b>Tennis Expenses</b>	<b>(3,562)</b>	<b>(3,650)</b>	<b>0</b>	<b>(3,650)</b>	<b>(2,551)</b>	<b>(2,120)</b>	<b>(3,175)</b>	<b>1,055</b>	<b>(208)</b>	<b>(944)</b>	<b>735</b>	<b>(3,730)</b>
	<b>Total Tennis Operations</b>	<b>(3,562)</b>	<b>(3,650)</b>	<b>0</b>	<b>(3,650)</b>	<b>(2,551)</b>	<b>(2,120)</b>	<b>(3,175)</b>	<b>1,055</b>	<b>(208)</b>	<b>(944)</b>	<b>735</b>	<b>(3,730)</b>

See accompanying accountant's report.

EAGLE VAIL METROPOLITAN DISTRICT PARKS AND RECREATION OPERATING EXPENDITURES																
Actual, Budget and Forecast for the Periods Indicated																
Printed: 09/22/14 MODIFIED ACCRUAL BASIS																
New Acct No	Account	Cal Yr 2013 Actual	Cal Yr 2014				Last Year YTD Actual To 8/31/2013	2014 Year to Date				Current Month			Prelim 2015 Budget	Forecast 2016
			Adopted 2014 Budget	Projected Variance Fav(Unfav)	Cal Yr 2014 Forecast	YTD Actual To 8/31/2013		YTD Actual To 8/31/14	Budget To 8/31/14	Variance Favor (Unfavor)	Actual 8/31/14	Budget 8/31/14	Variance Favor (Unfavor)			
1-44100	Swim Operations															
1-44100	Swim Revenues	31,671	32,908	908	32,908	29,418	32,908	29,723	3,185	6,395	11,702	(5,307)	30,000	30,900		
1-44200	Swim Lesson Revenues	4,601	4,000	(2,000)	4,000	4,721	3,293	6,156	(2,864)	97	1,917	(1,820)	5,000	5,150		
1-44300	Swim Team Revenue	5,000	12,000	(7,000)	5,000	0	4,450	0	4,450	0	0	0	8,000	8,240		
1-44400	Swim Passes	69,374	69,000	2,605	71,605	69,374	71,605	69,000	2,605	1,055	8,804	(7,749)	70,000	72,100		
1-44110	Swim Product Sales	386	1,250	(1,250)	1,250	371	899	0	899	156	0	156	2,500			
1-51500	Swim Product Cost of Goods Sold	(798)	(2,511)	(2,511)	(2,511)	(798)	(2,511)	0	(2,511)	0	0	0				
	Total Swim Revenue	110,235	119,000	(6,748)	112,252	103,086	110,644	104,879	5,765	7,703	22,423	(14,720)	115,500	116,390		
1-57110	Salaries - Managers	(23,018)	(23,033)	0	(23,033)	(13,973)	(13,321)	(13,982)	661	(3,556)	(3,032)	(524)	(23,033)	(23,724)		
1-57120	Salaries - Staff (1)	(56,666)	(55,000)	(13,331)	(68,331)	(44,125)	(55,790)	(42,827)	(12,963)	(15,483)	(13,746)	(1,737)	(68,331)	(70,381)		
	Total Salaries	(79,684)	(78,033)	(13,331)	(91,364)	(58,097)	(69,111)	(56,809)	(12,302)	(19,038)	(16,778)	(2,260)	(91,364)	(94,105)		
1-57250	Retirement Benefits	(1,047)	(1,561)	(267)	(1,827)	(764)	(919)	(1,138)	219	(253)	(340)	88	(1,827)	(1,223)		
1-57260	Workers Compensation	(838)	(1,561)	(267)	(1,827)	(686)	(760)	(1,277)	517	(209)	(384)	175	(1,827)	(1,882)		
1-57270	Payroll Taxes	(246)	(1,014)	(173)	(1,188)	(72)	(82)	(298)	216	(176)	(298)	298	(1,188)	(1,647)		
1-57290	Janitorial	(71)	(1,000)	0	(1,000)	(71)	(559)	(1,000)	441	(176)	0	(176)	(2,000)	(2,060)		
1-57310	Pool Contract Maintenance & Chemicals(2)	(7,281)	(24,000)	0	(24,000)	(6,119)	(22,415)	(20,168)	(2,247)	(5,652)	(2,674)	(13)	(24,000)	(24,720)		
1-57410	Repair & Replace - Pool, Eq, Solar Panels, Etc.	(16,868)	(5,200)	0	(5,200)	(711)	(6,789)	(219)	(6,569)	(1,859)	(1,846)	(1,846)	(5,200)	(5,356)		
1-57420	Repair & Replace - Structure	(2,077)	(3,000)	0	(3,000)	(1,265)	(1,826)	(495)	1,331	(1,826)	(841)	706	(3,000)	(3,090)		
1-57510	Supplies (Office & General)	(3,156)	(5,400)	0	(5,400)	(2,968)	(3,888)	(5,079)	1,191	(618)	(534)	(85)	(5,400)	(5,562)		
1-57610	Misc Swim Items for 2014	(257)	(2,000)	(995)	(2,200)	(257)	(2,845)	(2,200)	2,200	(250)	(738)	488	(2,200)	(2,266)		
1-57650	Swim Team Expense	(801)	(1,500)	0	(1,500)	(801)	(996)	(1,500)	504	0	125	(125)	(1,500)	(1,545)		
1-57710	Swim Utility - Electric	(11,396)	(10,000)	(2,000)	(12,000)	(6,613)	(6,754)	(5,803)	(950)	(1,509)	(1,229)	(280)	(12,000)	(12,360)		
1-57720	Swim Utility - Gas	(7,571)	(6,500)	0	(6,500)	(5,013)	(6,119)	(4,304)	(1,815)	(945)	(1,301)	356	(6,500)	(6,695)		
1-57770	Swim Utility - Water/Sewer	(4,932)	(5,000)	0	(5,000)	(8,790)	(6,192)	(8,911)	2,719	(1,611)	(2,656)	1,045	(5,000)	(5,150)		
1-57740	Swim Utility - Telephone	(2,194)	(2,400)	0	(2,400)	(1,385)	(1,629)	(1,515)	(114)	(203)	(221)	18	(2,400)	(2,472)		
1-57760	Swim Utility - Trash	(1,409)	(1,200)	0	(1,200)	(817)	(539)	(696)	156	(210)	0	(210)	(1,200)	(1,236)		
	Total Swim Expenses	(139,827)	(151,569)	(16,633)	(168,201)	(94,428)	(130,093)	(114,745)	(15,348)	(32,669)	(27,882)	(4,787)	(171,606)	(176,519)		
	Total Swim Operations	(29,592)	(32,569)	(23,361)	(55,949)	8,658	(19,448)	(9,866)	(9,583)	(24,966)	(5,459)	(19,507)	(56,106)	(60,129)		
	Parks & Ball Fields Operations & Maintenance															
1-44500	Rent - Field	1,380	2,000	0	2,000	120	1,050	174	876	0	0	0	2,000	2,060		
1-44600	School Reimbursement for Water	0	850	0	850	0	0	0	0	0	0	0	850	876		
1-44700	Lottery Proceeds	16,747	14,000	0	14,000	8,150	7,808	6,814	994	0	0	0	14,000	14,420		
1-44800	Miscellaneous	14,200	4,800	424	5,224	4,906	5,224	1,658	3,566	481	146	335	4,800	4,944		
1-44900	POA Reimbursement-Machinery & Labor	15,000	15,000	0	15,000	8,750	8,750	8,750	0	1,250	1,250	0	15,000	15,450		
	Total Parks Revenue	47,327	36,650	424	37,074	21,926	22,832	17,396	5,436	1,731	1,396	335	36,650	37,750		
	Park Labor And Expenses															
1-59410	Community Landscape/Flower Beds	(72,043)	(80,000)	0	(80,000)	(54,016)	(59,148)	(59,981)	833	(11,443)	(13,005)	1,562	(20,000)	(82,400)		
1-59420	Contract Parks Maint - Eco	(9,078)	(8,000)	0	(8,000)	(8,098)	(6,461)	(7,136)	675	(1,427)	(1,980)	553	(80,000)	(10,300)		
1-59425	Fields Maint Labor	(12,784)	(13,000)	0	(13,000)	(12,532)	(4,829)	(12,744)	7,914	0	(1,326)	1,326	(13,000)	(13,390)		
1-59430	Contract Building & Park Mice - Carlson	(14,684)	(14,800)	7,400	(7,400)	(10,300)	0	(10,381)	10,381	0	0	0	(14,800)	(15,244)		
1-59440	Contract Snow Removal - Palms	(3,000)	(5,000)	0	(5,000)	(3,000)	(4,838)	(5,000)	163	0	0	0	(5,000)	(5,150)		
1-59510	Park Supplies & Maintenance	(9,239)	(12,000)	0	(12,000)	(7,328)	(7,225)	(9,517)	2,292	(1,028)	(280)	(748)	(12,000)	(12,360)		
1-59700	Parks Utility - Electricity	(6,536)	(6,000)	0	(6,000)	(4,422)	(4,194)	(4,059)	(135)	(795)	(921)	125	(6,000)	(6,180)		
1-59770	Parks Utility - Water/Sewer	(9,961)	(10,000)	0	(10,000)	(7,137)	(8,567)	(7,164)	(1,403)	(2,611)	(5,000)	2,389	(10,000)	(10,300)		
1-59750	Parks Utility - Trash/Portable Commodities	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Total Parks Expense	(137,326)	(148,800)	7,400	(141,400)	(106,831)	(95,261)	(115,983)	20,721	(17,304)	(22,512)	5,208	(170,800)	(155,324)		
	Total Parks & Ball Fields Operations/Maintenance	(89,999)	(112,150)	7,824	(104,326)	(84,905)	(72,429)	(98,587)	26,158	(15,573)	(21,115)	5,542	(134,150)	(117,575)		

See accompanying accountant's report.

(1) Forecast based on current staff levels; (2) Based on historical

EAGLE VAIL METROPOLITAN DISTRICT														
DEBT SERVICE FUND														
Actual, Budget and Forecast for the Periods Indicated														
Printed: 09/22/14 MODIFIED ACCRUAL BASIS														
Current Month														
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See accompanying accountant's report.

Remaining Bond Proceeds  
Bond Proceeds - Beginning of Year  
Bond Proceeds During Year  
Cost of Issuance  
Reimburse Prior Costs Incurred  
Eligible Capital Expenditures  
Remaining Bond Proceeds

Bonds		Bonds		Bonds		COPs		COPs		COPs	
Year	Principal	Interest	Total	Year	Principal	Interest	Total	Year	Principal	Interest	Total
2010	180,000	295,710	475,710	2010	210,000	65,671	275,671	2010	210,000	65,671	275,671
2011	170,000	302,275	472,275	2011	200,000	71,725	271,725	2011	200,000	71,725	271,725
2012	175,000	297,175	472,175	2012	210,000	65,725	275,725	2012	210,000	65,725	275,725
2013	180,000	292,800	472,800	2013	215,000	60,475	275,475	2013	215,000	60,475	275,475
2014	185,000	288,300	473,300	2014	220,000	54,563	274,563	2014	220,000	54,563	274,563
2015	190,000	283,213	473,213	2015	225,000	47,963	272,963	2015	225,000	47,963	272,963
2016	195,000	277,513	472,513	2016	235,000	40,088	275,088	2016	235,000	40,088	275,088
2017	205,000	267,763	472,763	2017	240,000	31,275	271,275	2017	240,000	31,275	271,275
2018	215,000	257,513	472,513	2018	250,000	21,675	271,675	2018	250,000	21,675	271,675
2019	225,000	248,913	473,913	2019	260,000	11,050	271,050	2019	260,000	11,050	271,050
2020	235,000	239,913	474,913								
2021	245,000	230,513	475,513								
2022	255,000	220,713	475,713								
2023	265,000	210,513	475,513								
2024	275,000	199,913	474,913								
2025	285,000	188,913	473,913								
2026	300,000	174,663	474,663								
2027	315,000	159,663	474,663								
2028	330,000	143,913	473,913								
2029	345,000	127,413	472,413								
2030	365,000	110,163	475,163								
2031	380,000	91,913	471,913								
2032	400,000	72,913	472,913								
2033	420,000	52,913	472,913								
2034	440,000	32,363	472,363								
2035	225,000	10,813	235,813								
7,000,000		5,078,372	12,078,372								

2,265,000 470,209 2,735,209



EAGLE VAIL METRO DISTRICT GOLF REC FUND - MAINTENANCE-18 HOLE													
Actual, Budget and Forecast for the Periods Indicated													
Printed: 09/22/14 MODIFIED ACCRUAL BASIS													
New Acct No	Account	Cal Yr 2013			Cal Yr 2014			2014 Year to Date			Current Month		
		Actual	Adopted Budget	Projected Variance Fav(Unfav)	Cal Yr Forecast	YTD Actual To 8/31/2013	YTD Actual To 8/31/14	YTD Budget To 8/31/14	Variance Favor (Unfavor)	Actual 8/31/14	Budget 8/31/14	Variance Favor (Unfavor)	Prelim 2015 Budget Forecast 2016
	<b>Golf Maintenance Payroll</b>												
1-71110	Salaries - Superintendent	(83,600)	(84,000)	(2,268)	(86,268)	(54,500)	(56,406)	(58,154)	1,748	(6,636)	(6,462)	(174)	(86,268)
1-71210	Superintendent-Health Ins.	(12,208)	(12,159)	(294)	(12,453)	(8,261)	(8,198)	(8,007)	(191)	(1,064)	(1,038)	(26)	(13,441)
1-71230	Retirement Benefits - Sup.	(6,728)	(6,720)	(181)	(6,901)	(4,360)	(4,512)	(4,652)	140	(531)	(517)	(14)	(6,901)
	<b>Total Superintendent</b>	<b>(102,536)</b>	<b>(102,879)</b>	<b>(2,743)</b>	<b>(105,622)</b>	<b>(67,121)</b>	<b>(69,117)</b>	<b>(70,813)</b>	<b>1,696</b>	<b>(8,230)</b>	<b>(8,016)</b>	<b>(214)</b>	<b>(106,570)</b>
1-71120	Salaries - Assistant Super	(56,560)	(56,960)	(1,538)	(58,498)	(36,820)	(38,249)	(39,434)	1,185	(4,500)	(4,382)	(118)	(56,960)
1-71130	Salaries - Mechanic	(46,300)	(46,700)	6,283	(40,417)	(30,111)	(23,795)	(32,331)	8,536	(3,669)	(3,592)	(76)	(54,000)
1-71170	Hourly Seasonal Staff	(249,952)	(260,000)	0	(260,000)	(166,293)	(176,081)	(186,713)	10,632	(33,478)	(41,307)	7,829	(260,000)
1-71220	Health/Life Insurance	(23,633)	(23,489)	(774)	(24,263)	(15,989)	(15,969)	(15,659)	(309)	(2,074)	(1,957)	(116)	(26,127)
1-71240	Maintenance - Retire. Ben. Salaried	(8,293)	(8,293)	380	(7,913)	(5,355)	(4,963)	(5,741)	778	(653)	(638)	(16)	(8,977)
1-71250	Maintenance - Retire. Ben. Hourly	(3,356)	(3,380)	0	(3,380)	(2,252)	(2,358)	(2,472)	70	(454)	(537)	83	(3,380)
1-71260	Worker's Compensation	(4,296)	(8,953)	50	(8,904)	(3,536)	(3,310)	(6,333)	3,023	(547)	(1,115)	568	(9,794)
1-71270	Payroll Taxes	(1,331)	(1,343)	7	(1,336)	(529)	(554)	(950)	396	0	(167)	568	(9,145)
	<b>Seasonal Employee Incentive Program</b>												
	<b>Total Grounds Maintenance Payroll</b>	<b>(496,256)</b>	<b>(511,997)</b>	<b>1,665</b>	<b>(510,332)</b>	<b>(328,007)</b>	<b>(334,395)</b>	<b>(360,401)</b>	<b>26,006</b>	<b>(53,604)</b>	<b>(61,711)</b>	<b>What is health insurance for Drew Tabor ??</b>	<b>(538,431)</b>
1-71400	<b>Repair &amp; Replacement</b>												
1-71410	Annual Maintenance Items	(5,340)	(6,000)	0	(6,000)	(5,340)	(5,676)	(6,000)	324	(81)	(75)	(6)	(6,000)
1-71415	Auto Repairs	(3,361)	(3,000)	0	(3,000)	(1,607)	(931)	(1,434)	504	0	(66)	66	(3,500)
1-71415	Cart Path Repairs	0	(8,000)	0	(8,000)	0	(734)	(6,000)	5,266	(3,546)	(2,000)	2,000	(8,000)
1-71420	Equipment Repairs	(26,375)	(32,000)	0	(32,000)	(20,470)	(17,874)	(20,179)	2,306	(9,218)	(1,113)	(2,433)	(26,000)
1-71430	Gas & Oil	(32,397)	(32,000)	0	(32,000)	(26,839)	(29,523)	(26,510)	(3,013)	(9,218)	(5,930)	(3,287)	(33,000)
1-71440	Irrigation Repair	(15,425)	(15,000)	0	(15,000)	(11,312)	(7,765)	(11,001)	3,236	(176)	0	(176)	(15,000)
1-71450	Radio Repairs	(1,359)	(1,000)	0	(1,000)	(1,359)	(952)	(1,000)	48	0	0	0	(1,000)
1-71460	Structural Repairs	(1,916)	(4,000)	0	(4,000)	(1,478)	(2,034)	(3,085)	1,051	(577)	(71)	(506)	(4,000)
1-71470	Vegetative Management	(7,250)	(7,200)	0	(7,200)	(2,513)	(5,402)	(2,495)	(2,906)	0	(519)	519	(7,200)
1-71480	Waterways & Headgate Repair	(867)	(1,000)	0	(1,000)	(719)	0	(829)	829	0	(362)	362	(2,000)
	<b>Supplies</b>												
1-71520	Agricultural Chemicals	(33,541)	(40,000)	0	(40,000)	(19,721)	(25,050)	(23,518)	(1,531)	(7,816)	(442)	(7,374)	(40,000)
1-71530	Horticultural Supplies	(1,776)	(2,000)	0	(2,000)	(404)	(415)	(455)	40	0	(107)	107	(1,500)
1-71510	Office Supplies & Computers	(3,152)	(3,000)	0	(3,000)	(2,672)	(2,922)	(2,542)	(380)	(927)	(19)	(908)	(3,000)
1-71540	Seeds & Plants	(4,535)	(5,000)	0	(5,000)	(4,316)	(4,068)	(4,758)	690	(17)	(77)	60	(5,000)
1-71550	Soil & Sand	(10,768)	(13,500)	0	(13,500)	(6,550)	(4,437)	(8,213)	3,776	0	(1,077)	1,077	(15,000)
1-71580	Supplies - Other	(3,519)	(3,500)	(1,179)	(4,679)	(2,853)	(4,679)	(2,867)	(1,812)	(975)	(294)	(681)	(5,000)
1-71500	Tools And Accessories	(2,715)	(4,000)	0	(4,000)	(2,566)	(2,938)	(3,781)	842	(904)	(1,232)	328	(5,000)
	<b>Other Expenses</b>												
1-71600	Dues & Subscriptions	(4,745)	(3,000)	0	(3,000)	(2,210)	(1,395)	(1,397)	2	0	(354)	354	(3,000)
1-71610	Health & Safety	(1,261)	(1,000)	0	(1,000)	(1,261)	(949)	(1,000)	51	(190)	0	(190)	(1,000)
1-71620	Land Lease - Nottingham (Escalate in 2012)	(3,587)	(3,584)	(1)	(3,585)	(3,587)	(3,585)	(3,584)	(1)	0	0	0	(3,585)
1-71630	Maintenance Rentals	(796)	(2,500)	0	(2,500)	(256)	0	(805)	805	0	0	0	(2,500)
1-71640	Maintenance Travel & Training	(2,243)	(4,500)	0	(4,500)	(1,527)	(404)	(3,063)	2,659	0	0	0	(4,500)
1-71650	Maintenance Uniforms	(4,071)	(4,000)	0	(4,000)	(2,867)	(3,023)	(2,817)	(206)	(217)	0	(217)	(4,000)
1-71660	Maintenance Vandalism	(343)	(500)	0	(500)	(343)	0	(500)	500	0	0	0	(500)
	<b>Utilities</b>												
1-71710	Maintenance Utility - Electricity	(23,730)	(23,625)	0	(23,625)	(14,465)	(15,036)	(14,401)	(635)	(5,692)	(3,935)	(1,756)	(23,625)
1-71720	Maintenance Utility - Gas	(1,610)	(2,060)	0	(2,060)	(1,173)	(1,555)	(1,501)	(54)	(44)	(52)	8	(2,060)
1-71770	Maintenance Utility - Water/Sewer	(1,454)	(2,700)	0	(2,700)	(927)	(1,408)	(1,722)	314	(187)	(257)	70	(2,700)
1-71740	Maintenance Utility - Telephone	(4,957)	(4,800)	0	(4,800)	(3,223)	(3,259)	(3,121)	(138)	(410)	(394)	(16)	(4,800)
1-71760	Maintenance Utility - Trash/Portable Commodes	(7,035)	(8,240)	0	(8,240)	(4,283)	(5,179)	(5,017)	(162)	(666)	0	(666)	(8,240)
	<b>Total Maintenance Operating</b>	<b>(210,128)</b>	<b>(234,709)</b>	<b>(1,180)</b>	<b>(235,889)</b>	<b>(146,872)</b>	<b>(151,193)</b>	<b>(163,598)</b>	<b>12,405</b>	<b>(31,643)</b>	<b>(18,377)</b>	<b>(13,266)</b>	<b>(239,710)</b>
	<b>Total 18 Hole Operating</b>	<b>(706,385)</b>	<b>(746,706)</b>	<b>485</b>	<b>(746,221)</b>	<b>(474,879)</b>	<b>(485,588)</b>	<b>(523,999)</b>	<b>38,411</b>	<b>(85,247)</b>	<b>(80,088)</b>	<b>(5,159)</b>	<b>(778,141)</b>

See accompanying accountant's report.

EAGLE VAIL METRO DISTRICT GOLF REC FUND - CLUBHOUSE & JANITORIAL															
Actual, Budget and Forecast for the Periods Indicated															
Printed: 09/22/14 MODIFIED ACCRUAL BASIS															
New Acct No		Cal Yr 2014				Last Year		2014 Year to Date			Current Month			Cal Yr	
		Cal Yr 2013 Actual	Adopted 2014 Budget	Projected Variance Fav(Unfav)	Cal Yr 2014 Forecast	YTD Actual To 8/31/2013	YTD Actual To 8/31/14	YTD Budget To 8/31/14	Variance Favor (Unfavor)	Actual 8/31/14	Budget 8/31/14	Variance Favor (Unfavor)	Prelim 2015 Budget	Forecast 2016	
<u>CLUBHOUSE &amp; HOLE 2 BATHROOM</u>															
1-74310	Janitorial Services	(11,506)	(12,000)	0	(12,000)	(7,700)	(7,447)	(8,031)	584	(2,079)	(2,180)	101	(12,000)	(12,360)	
1-74410	Clubhouse Repairs/Mice (1)	(12,422)	(12,000)	0	(12,000)	(9,804)	(3,218)	(8,000)	4,782	(830)	(1,000)	170	(12,000)	(12,360)	
1-74510	Hole 2 Bathroom Repairs/Mice		(1,000)	0	(1,000)			(1,000)	1,000		0	0	(1,000)	(1,030)	
1-74510	Clubhouse Supplies	(270)	(1,000)	(232)	(1,232)	(212)	(1,232)	(783)	(449)	(60)	0	(60)	(1,000)	(1,030)	
1-74520	Janitorial Supplies	(2,544)	(2,500)	0	(2,500)	(1,603)	(1,649)	(1,575)	(74)	(251)	(293)	41	(2,500)	(2,575)	
1-74710	Clubhouse Utility - Electric	(9,646)	(8,700)	0	(8,700)	(5,988)	(6,027)	(5,401)	(627)	(1,321)	(1,103)	(218)	(8,700)	(8,961)	
1-74720	Clubhouse Utility - Gas	(3,533)	(3,100)	0	(3,100)	(2,519)	(2,691)	(2,210)	(481)	(266)	(178)	(88)	(3,100)	(3,193)	
1-74770	Clubhouse Utility - Water/Sewer	(5,217)	(3,000)	0	(3,000)	(3,774)	(2,135)	(2,170)	36	(341)	(245)	(96)	(3,000)	(3,090)	
1-74750	Clubhouse Utility - Television	(2,726)	(2,863)	0	(2,863)	(1,760)	(2,028)	(1,849)	(179)	(253)	(257)	4	(2,863)	(2,949)	
1-74760	Clubhouse Utility - Trash	(1,332)	(1,200)	0	(1,200)	(650)	(777)	(586)	(191)	(243)	0	(243)	(1,200)	(1,236)	
TOTAL CLUBHOUSE		(49,196)	(47,363)	(232)	(47,595)	(34,010)	(27,205)	(31,605)	4,400	(5,644)	(5,255)	(389)	(47,363)	(48,784)	

See accompanying accountant's report.

(1) Pending Insurance Receipt

EAGLE VAIL METRO DISTRICT GOLF REC FUND - PRO SHOP/PAR 3																		
Actual, Budget and Forecast for the Periods Indicated																		
New Acct No	Account	Cal Yr 2014				Last Year			2014 Year to Date			Printed: 09/22/14 MODIFIED ACCRUAL BASIS			Cal Yr			
		Cal Yr 2013 Actual	Adopted Budget	Projected Variance Fav(Unfav)	2014 Forecast	YTD Actual To 8/31/2013	YTD Actual To 8/31/14	YTD Budget To 8/31/14	Variance Favor (Unfavor)	Actual 8/31/14	Budget 8/31/14	Variance Favor (Unfavor)						
Pro Shop Payroll																		
1-76110	Director of Golf Base Salary	(76,884)	(77,284)	(2,087)	(79,371)	(50,109)	(51,896)	(53,504)	1,608	(6,105)	(5,945)	(161)	(79,371)	(81,752)				
1-76210	Health Insurance - Director Of Golf <sup>(1)</sup>	(11,268)	(12,228)	(186)	(12,414)	(7,305)	(8,173)	(8,053)	(120)	(1,060)	(1,044)	(16)	(13,360)	(14,696)				
1-76230	Retire Ben - Golf Pro	(6,492)	(6,183)	(167)	(6,350)	(4,257)	(4,412)	(4,280)	(131)	(568)	(476)	(93)	(6,350)	(6,540)				
	Total Golf Pro	(94,643)	(95,695)	(2,439)	(98,134)	(61,671)	(64,480)	(65,837)	1,357	(7,734)	(7,464)	(270)	(99,081)	(102,988)				
1-76120	Salary - Assistant Pro	(20,736)	(18,900)	0	(18,900)	(14,687)	(14,818)	(14,632)	(185)	(3,024)	(2,439)	(585)	(18,900)	(19,467)				
1-76130	Salary - Assistant Pro	(12,471)	(12,285)	0	(12,285)	(10,649)	(9,864)	(9,174)	(691)	(2,385)	(2,107)	(278)	(12,285)	(12,654)				
1-76140	Salary - Assistant Pro	(13,929)	(12,968)	0	(12,968)	(11,877)	(10,061)	(9,379)	(682)	(3,296)	(1,762)	(1,535)	(12,968)	(13,357)				
1-76150	Wages - Shop Staff Amount	(28,694)	(32,888)	0	(32,888)	(22,141)	(24,892)	(21,147)	(3,745)	(7,438)	(6,057)	(1,381)	(32,888)	(33,875)				
1-76160	Hourly - Outside Services Amount	(59,694)	(61,000)	0	(61,000)	(42,778)	(42,225)	(43,863)	1,638	(12,708)	(11,616)	(1,093)	(61,000)	(62,830)				
1-76170	Hourly - Rangars Amount	(11,771)	(18,000)	0	(18,000)	(7,853)	(13,143)	(12,752)	(390)	(3,669)	(5,693)	2,024	(18,000)	(18,540)				
1-76180	Seas Staff Incentive Program	(6,778)	(7,000)	0	(7,000)	0	(1,002)	(4,667)	3,665	(1,002)	(1,167)	165	(7,000)	(7,210)				
1-76250	Pro Shop/Out Svcs Ret Ben - PTS	(2,288)	(2,211)	0	(2,211)	(1,646)	(1,833)	(1,599)	(234)	(499)	(456)	(43)	(2,211)	(2,277)				
1-76260	Workers Comp	(2,458)	(4,946)	(42)	(4,988)	(2,024)	(1,930)	(3,530)	1,600	(436)	(821)	385	(4,988)	(5,138)				
1-76270	Payroll Taxes	(748)	(742)	(6)	(748)	(254)	(252)	(530)	278	0	(123)	123	(748)	(4,496)				
	Total Other Payroll	(159,566)	(170,939)	(48)	(170,987)	(113,910)	(120,019)	(121,273)	1,253	(34,458)	(32,239)	(2,219)	(170,987)	(179,842)				
	Total Payroll	(254,210)	(266,634)	(2,487)	(269,122)	(175,581)	(184,499)	(187,110)	2,511	(42,192)	(39,704)	(2,488)	(270,068)	(282,830)				
Pro Shop Operations																		
1-76310	Advertising & Marketing	(52,731)	(45,000)	0	(45,000)	(37,971)	(26,836)	(32,404)	5,568	(10,919)	(5,546)	(5,373)	(45,000)	(46,350)				
1-76410	Cart Repair & Maintenance	(4,164)	(7,000)	0	(7,000)	(2,059)	(3,236)	(3,462)	225	(882)	(1,916)	1,034	(4,000)	(4,120)				
1-76420	Pro Shop Repair & Maintenance	(2,283)	(3,200)	0	(3,200)	(2,059)	(1,613)	(3,200)	1,587	(68)	(456)	388	(3,200)	(3,296)				
1-76510	Pro Shop Operational Supplies	(5,270)	(7,500)	0	(7,500)	(4,855)	(7,139)	(6,910)	(229)	(1,013)	(616)	(397)	(7,500)	(7,725)				
1-76520	Cart Supplies	(2,387)	(3,000)	0	(3,000)	(1,709)	(2,155)	(2,148)	(6)	(904)	(77)	(827)	(3,000)	(3,090)				
1-76530	Range Supplies	(4,191)	(4,000)	(138)	(4,138)	(4,191)	(4,138)	(4,000)	(138)	(232)	(528)	296	(4,000)	(4,120)				
1-76610	Credit Card Charges	(28,809)	(30,360)	1,678	(28,683)	(17,459)	(17,791)	(18,399)	609	(8,161)	(4,411)	(3,751)	(30,525)	(31,441)				
1-76620	Rental Clubs Expense	(11,069)	0	(6,000)	(6,000)	0	0	0	0	0	0	0	(6,000)	(6,180)				
1-76630	Scorecards	0	(2,000)	0	(2,000)	0	(1,443)	(2,000)	557	(1,443)	0	(1,443)	(2,000)	(2,060)				
1-76640	Pro Shop Travel/Training	(1,575)	(3,500)	0	(3,500)	(1,575)	(3,106)	(3,500)	394	0	0	0	(3,500)	(3,605)				
1-76650	Pro Shop Uniforms	(3,805)	(4,200)	(492)	(4,692)	(3,005)	(4,692)	(3,317)	(1,375)	0	(282)	282	(4,200)	(4,326)				
1-76740	Pro Shop Utility - Telephone	(3,716)	(6,000)	0	(6,000)	(2,467)	(2,523)	(3,984)	1,461	(314)	(495)	181	(6,000)	(6,180)				
	Total Pro Shop Operations	(120,001)	(115,760)	(4,953)	(120,713)	(77,576)	(74,672)	(83,324)	8,652	(23,936)	(14,326)	(9,610)	(118,925)	(122,493)				

See accompanying accountant's report.

(1) PPO 2 to PPO 3 plus Single coverage

EAGLE VAIL METRO DISTRICT GOLF REC FUND - PRO SHOP/PAR 3 Actual, Budget and Forecast for the Periods Indicated															Printed: 09/22/14 MODIFIED ACCRUAL BASIS														
New Acct No		Cal Yr 2014					Last Year			2014 Year to Date				Current Month			Cal Yr												
		Cal Yr 2013 Actual	Adopted 2014 Budget	Projected 2014 Variance Fav(Unfav)	Cal Yr 2014 Forecast		YTD Actual To 8/31/2013	YTD Actual To 8/31/14	YTD Budget To 8/31/14	Variance Favor (Unfavor)	Actual 8/31/14	Budget 8/31/14	Variance Favor (Unfavor)	Prelim 2015 Budget	Forecast 2016														
1-78180	Willow Creek - Payroll																												
	Salaries - Willow Creek Shop Amount	(11,231)	(14,000)	0	(14,000)	(8,578)	(10,093)	(12,057)	1,963	(2,318)	(5,414)	3,096	(14,000)	(14,420)															
	Total Willow Creek Payroll	(11,231)	(14,000)	0	(14,000)	(8,578)	(10,093)	(12,057)	1,963	(2,318)	(5,414)	3,096	(14,000)	(14,420)															
1-78420	Willow Creek - Operations																												
1-78420	Clubhouse R & M	(1,835)	(2,400)	0	(2,400)	(970)	(21)	(1,269)	1,248	0	0	0	(4,800)	(4,944)															
1-78510	Shop Supplies	(49)	(500)	0	(500)	(49)	(65)	(500)	435	(40)	0	(40)	(500)	(515)															
1-78610	Credit Card Charges	(1,202)	(1,391)	0	(1,391)	(667)	(345)	(772)	427	(208)	0	(208)	(1,391)	(1,432)															
1-78630	Scorecards	0	(515)	0	(515)	0	0	(515)	515	0	0	0	(1,000)	(1,030)															
1-78770	Water/Sewer	(980)	(900)	0	(900)	(678)	(684)	(622)	(62)	(97)	(546)	449	(900)	(927)															
1-78740	Telephone	(1,357)	(1,800)	0	(1,800)	(901)	(907)	(1,195)	289	(114)	(149)	35	(1,800)	(1,854)															
1-78760	Trash	0	0	0	0	0	0	0	0	0	0	0	0	0															
	Total Willow Creek Operations	(5,423)	(7,506)	0	(7,506)	(3,265)	(2,022)	(4,874)	2,852	(460)	(695)	235	(10,391)	(10,702)															
	Total Pro Shop & Willow Creek	(390,864)	(403,900)	(7,440)	(411,340)	(265,001)	(271,286)	(287,364)	16,078	(68,906)	(60,138)	(8,768)	(413,383)	(430,445)															

See accompanying accountant's report.



EAGLE VAIL METRO DISTRICT FOOD & BEVERAGE OPERATIONS																
Actual, Budget and Forecast for the Periods Indicated																
Printed: 09/22/14 MODIFIED ACCRUAL BASIS																
New Acct No		Cal Yr 2014				Last Year		2014 Year to Date				Current Month			Cal Yr	
		Cal Yr 2013 Actual	Adopted 2014 Budget	Projected Variance Fav(Unfav)	Cal Yr 2014 Forecast	YTD Actual To 8/31/2013	YTD Budget To 8/31/2013	YTD Actual To 8/31/14	YTD Budget To 8/31/14	Variance Favor (Unfavor)	Actual 8/31/14	Budget 8/31/14	Variance Favor (Unfavor)	Prelim 2015 Budget	Forecast 2016	
<b>Revenues - Food and Beverage</b>																
1-46100	Food Sales - Hole 11	43,219	64,000	(20,000)	44,000	35,803	41,803	52,735	(10,931)	(10,931)	13,849	20,072	(6,223)	64,000	65,920	
1-46110	F&B Sales - Par 3	3,462	6,400	(3,000)	3,400	3,321	3,185	6,223	(3,038)	(3,038)	894	1,373	(478)	6,400	6,592	
1-46101	F&B Sales - Whiskey Hill	73,696	84,000	(10,000)	74,000	61,068	54,494	60,760	(6,266)	(6,266)	19,316	24,796	(5,480)	88,200	90,846	
1-46115	F&B Sales - Pool	7,162	6,500	3,500	10,000	6,783	8,018	6,065	1,952	(1,952)	1,601	1,799	(198)	6,500	6,695	
1-46120	Beer Sales	17,422	28,000	0	28,000	14,338	28,424	23,461	4,964	(4,964)	9,084	6,121	2,963	28,000	28,840	
1-46121	Beer Sales - Whiskey Hill	41,459	37,950	0	37,950	34,925	24,804	28,927	(4,124)	(4,124)	6,826	11,308	(4,481)	37,950	39,089	
1-46130	Liquor Sales	4,692	7,000	1,000	8,000	3,661	9,584	5,832	3,752	(3,752)	3,259	1,379	1,880	7,000	7,210	
1-46131	Liquor Sales - Whiskey Hill	16,324	18,400	(1,000)	17,400	13,196	11,153	13,937	(2,784)	(2,784)	3,874	5,277	(1,403)	18,400	18,952	
1-46140	Wine Sales	208	500	0	500	170	0	399	(229)	(229)	117	117	(117)	500	515	
1-46141	Wine Sales - Whiskey Hill	1,348	2,070	(570)	1,500	1,088	921	1,719	(798)	(798)	196	528	(332)	2,070	2,132	
<b>Total Food and Beverage Revenues</b>		<b>208,992</b>	<b>254,820</b>	<b>(30,070)</b>	<b>224,750</b>	<b>174,353</b>	<b>182,386</b>	<b>200,059</b>	<b>(17,673)</b>	<b>(17,673)</b>	<b>58,999</b>	<b>72,769</b>	<b>(13,870)</b>	<b>259,020</b>	<b>266,791</b>	
<b>Cost of Sales</b>																
1-52100	Food Cost Of Sales	(49,957)	(67,578)	12,390	(55,188)	(41,856)	(41,217)	(52,829)	11,612	(11,612)	(11,329)	(20,177)	8,848	(67,578)	(71,422)	
	Food Cost Percent	39%	42%		42%	39%	38%	42%			32%	42%		42%	42%	
1-52120	Beer Cost Of Sales	(20,525)	(21,104)	0	(21,104)	(17,164)	(18,778)	(16,764)	(2,014)	(2,014)	(4,565)	(5,577)	1,013	(21,104)	(21,737)	
	Beer Cost Percent	35%	32%		32%	35%	35%	32%			29%	32%		32%	32%	
1-52130	Liquor Cost Of Sales	(3,722)	(8,128)	0	(8,128)	(2,989)	(2,574)	(6,326)	3,752	(3,752)	(946)	(2,130)	1,184	(8,128)	(9,157)	
	Liquor Cost Percent	18%	32%		32%	18%	12%	32%			13%	32%		32%	32%	
1-52140	Wine Cost Of Sales	(899)	(643)	143	(500)	(696)	(336)	(530)	194	(194)	(3)	(161)	158	(643)	(232)	
	Wine Cost Percent	58%	25%		25%	55%	0%	25%			0%	25%		25%	(232)	
<b>Total Cost of Sales</b>		<b>(75,104)</b>	<b>(97,453)</b>	<b>12,533</b>	<b>(84,920)</b>	<b>(62,705)</b>	<b>(62,905)</b>	<b>(76,449)</b>	<b>13,544</b>	<b>(13,544)</b>	<b>(16,843)</b>	<b>(28,045)</b>	<b>11,202</b>	<b>(97,453)</b>	<b>(102,548)</b>	
<b>Gross Profit</b>		<b>133,888</b>	<b>157,368</b>	<b>(17,538)</b>	<b>139,830</b>	<b>111,648</b>	<b>119,481</b>	<b>123,610</b>	<b>(4,129)</b>	<b>(4,129)</b>	<b>42,057</b>	<b>44,724</b>	<b>(2,668)</b>	<b>161,568</b>	<b>164,243</b>	
<b>Expenses - Food and Beverage</b>																
1-84100	Direct Wages - Hole 11	(29,497)	(33,000)	0	(33,000)	(20,667)	(23,329)	(22,786)	(543)	(543)	(7,161)	(9,528)	2,367	(33,000)	(33,990)	
1-84110	Wages - Whiskey Hill	(46,039)	(52,000)	12,000	(40,000)	(34,399)	(31,475)	(35,906)	4,430	(4,430)	(7,943)	(15,014)	7,071	(64,820)	(66,559)	
1-84150	Seasonal Staff Incentive Program	(2,200)	Incl Above	0	Incl Above	(899)	0	0	0	0	0	0	0	Incl Above	0	
1-84230	Retail Bene-PTS	(998)	(1,105)	156	(949)	(721)	(712)	(762)	49	(49)	(196)	(322)	125	(1,269)	(442)	
1-84260	Workers Comp	(835)	(1,700)	240	(1,460)	(660)	(603)	(1,811)	1,208	(1,208)	(166)	(757)	591	(1,952)	(680)	
1-84270	Payroll Tax Expense	(241)	(255)	36	(219)	(76)	(71)	(157)	86	(86)	0	(62)	62	(293)	(595)	
1-84310	Advertising	0	(500)	0	(500)	0	0	(364)	364	(364)	0	(45)	45	(500)	(515)	
1-84330	Credit Card/Bank Fees	(4,085)	(4,828)	570	(4,258)	(2,162)	(2,036)	(2,449)	413	(413)	(887)	(1,199)	312	(4,907)	(5,055)	
1-84410	Repairs/Maintenance-Clubhouse	(2,614)	(4,000)	0	(4,000)	(2,066)	(2,898)	(3,939)	1,041	(1,041)	0	0	0	(4,000)	(4,120)	
1-84510	Supplies - Cleaning	(1,466)	(1,500)	0	(1,500)	(1,095)	(1,602)	(1,341)	(261)	(261)	(300)	(105)	(195)	(1,500)	(1,545)	
1-84520	Supplies - Miscellaneous	(1,930)	(2,500)	0	(2,500)	(1,718)	(2,092)	(2,500)	408	(408)	(521)	0	(521)	(2,500)	(2,575)	
1-84530	Supplies - Office	(452)	(980)	0	(980)	(191)	(8)	(980)	972	(972)	(521)	(248)	248	(980)	(1,009)	
1-84540	Supplies - Paper & Plastic	(3,653)	(5,000)	0	(5,000)	(3,151)	(4,116)	(4,245)	130	(130)	(874)	(876)	2	(5,000)	(5,150)	
1-84610	Computers & Cash Registers	(925)	(500)	0	(500)	(925)	0	(455)	455	(455)	0	0	0	(500)	(515)	
1-84620	License/Dues	(1,906)	(1,000)	0	(1,000)	(305)	0	(515)	515	(515)	0	0	0	(1,000)	(1,030)	
1-84630	Spoilage (Or Comps & Employee Discounts)	(3,865)	(2,000)	0	(2,000)	(1,721)	(1,260)	(1,819)	559	(559)	(220)	(451)	231	(2,060)	(2,060)	
1-84650	Uniforms	(1,391)	(3,000)	0	(3,000)	(2,191)	(1,110)	(2,500)	1,390	(1,390)	(165)	(421)	255	(2,500)	(2,575)	
1-84710	Utility - Electricity Clubhouse	(3,450)	(3,000)	0	(3,000)	(2,153)	(2,166)	(1,716)	(449)	(449)	(460)	(347)	(112)	(3,000)	(3,090)	
1-84720	Utility - Gas Clubhouse	(1,178)	(1,000)	0	(1,000)	(840)	(897)	(806)	(89)	(89)	(89)	0	(89)	(1,000)	(1,030)	
1-84770	Utility - Water/Sewer Clubhouse	(1,739)	(1,000)	0	(1,000)	(1,258)	(716)	(753)	37	(37)	(114)	(53)	(60)	(1,000)	(1,030)	
1-84740	Utility - Telephone Clubhouse	(708)	(1,800)	0	(1,800)	(410)	(417)	(988)	571	(571)	(52)	(471)	418	(1,800)	(1,854)	
1-84750	Utility - Television Clubhouse	(1,850)	(480)	(1,420)	(1,900)	(1,185)	(1,371)	(327)	(1,044)	(1,044)	(170)	(37)	(133)	(1,900)	(1,957)	
1-84760	Utility - Trash Clubhouse	(444)	(550)	0	(550)	(217)	(172)	(394)	222	(222)	(81)	(103)	22	(550)	(567)	
1-85410	Repairs/Maintenance-Hole 11	(3,194)	(4,300)	0	(4,300)	(3,179)	(3,171)	(3,910)	3,593	(3,593)	(198)	(312)	114	(4,300)	(4,429)	
1-85710	Utility - Electricity-Hole 11	(2,235)	(1,800)	0	(1,800)	(1,428)	(1,184)	(972)	(211)	(211)	(292)	(201)	(91)	(1,800)	(1,854)	
1-85770	Utility - Water/Sewer-Hole 11	(1,116)	(1,200)	0	(1,200)	(721)	(577)	(696)	(119)	(119)	(129)	(110)	(19)	(1,200)	(1,236)	
1-85760	Utility - Trash-Hole 11	(789)	(825)	0	(825)	(371)	(207)	(611)	404	(404)	(40)	(146)	106	(825)	(850)	
1-85790	Vandalism-Hole 11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Total Food and Beverage Expense</b>		<b>(118,799)</b>	<b>(129,323)</b>	<b>11,582</b>	<b>(117,741)</b>	<b>(84,708)</b>	<b>(79,335)</b>	<b>(93,703)</b>	<b>14,369</b>	<b>(14,369)</b>	<b>(20,059)</b>	<b>(30,809)</b>	<b>10,750</b>	<b>(143,897)</b>	<b>(146,310)</b>	
<b>Total Food &amp; Beverage Surplus (Deficit)</b>																
		<b>15,089</b>	<b>28,045</b>	<b>(5,956)</b>	<b>22,089</b>	<b>26,940</b>	<b>40,146</b>	<b>29,907</b>	<b>10,239</b>	<b>10,239</b>	<b>21,998</b>	<b>13,916</b>	<b>8,082</b>	<b>17,671</b>	<b>17,932</b>	

See accompanying accountant's report.

EAGLE VAIL METROPOLITAN DISTRICT PARKS & REC CAPITAL AND PROJECTS															
Actual, Budget and Forecast for the Periods Indicated															
Printed: 09/22/14 MODIFIED ACCRUAL BASIS															
New Acct No	Va Re	Account	Cal Yr 2013		Cal Yr 2014		Last Year YTD 8/31/2013	2014 Year to Date			Current Month		Cal Yr		
			Actual	Adopted Budget	Projected Variance Fav(Unfav)	Forecast		YTD Actual To 8/31/14	YTD Budget To 8/31/14	Variance Favor (Unfavor)	Actual 8/31/14	Budget 8/31/14	Variance Favor (Unfavor)	Prelim 2015 Budget	Forecast 2015
1-91120		Highway 6 Save a Tree	0		0		0	0	0	0	0	0	0		
		Highway 6 Save a Tree													
		Design Amenities			(320)	(320)	(23,452)	(320)	0	0	0	0	0		
1-91331		Destination & Minor Sign Constr Costs	(30,512)												
1-91350		Residential (Street & Reg.) Signs	(5,172)		0	(320)	(4,980)	0	0	0	(320)	0	0		(14,000)
1-91351		Wayfinding Signs	(1,665)		0		(1,665)	0	0	0	0	0	0		
1-91352		MD Facility Signs	(4,138)		0		0	0	0	0	0	0	0		
1-91360		Design Amenities Owners Rep	(11,275)		0		(10,533)	0	0	0	0	0	0		
		Remaining			0			0	0	0	0	0	0		
		Traffic, Miscellaneous													
1-91510		Traffic Calming, Paths, Etc.	4,340		0		(5,160)	0	0	0	0	0	0		
1-91520		Additional Crosswalks	0		0		0	0	0	0	0	0	0		
1-91530	A	Stone Creek Sidewalk/Drainage (1)	(5,400)	(91,600)	(26,400)	(118,000)	(3,750)	(1,830)	(91,600)	89,770	0	0	0		
1-91550	B	Stone Creek Sidewalk/Drainage Co Match (1)	0		42,500	42,500	0	42,500	0	42,500	0	0	0		
1-91910	C	Business District	(24,081)	(30,000)	0	(30,000)	(7,621)	(5,032)	(20,000)	14,968	0	(5,000)	5,000	(30,000)	(30,000)
1-91340		Business District Signs	(5,133)	(20,000)	0	(20,000)	(1,053)	0	(13,333)	13,333	0	(3,333)	3,333		
1-91930		Dumpster Buildings (1)	(10,296)		0		(9,296)	0	0	0	0	0	0		
1-91940	D	Planning and Engineering (Master Plan)	(1,200)	(15,000)	0	(15,000)	0	(2,400)	(12,000)	9,600	(960)	(3,000)	2,040		
		Replacement Reserve Study		(10,000)	0	(10,000)			0	0	0	0	0		
1-92490		AED Units			(7,500)	(7,500)		(5,000)	0	(5,000)	0	0	0		
		Swim			0			0	0	0	0	0	0		
		Shade Structure		(5,000)	5,000	0		(5,000)	(5,000)	5,000	0	0	0	(5,000)	(5,000)
		Flooring		(5,000)	5,000	0		(5,000)	(5,000)	5,000	0	0	0	(5,000)	(5,000)
		Chlorine Generator Cells		(9,000)	9,000	0		(9,000)	(9,000)	9,000	0	0	0	(17,000)	(17,000)
		Paint			0					0	0	0	0	(3,000)	(3,000)
1-92230		Pool Construction Defects Costs			(15,015)	(15,015)		(15,015)	0	(15,015)	0	0	0		
		Tennis			0			0	0	0	0	0	0		
1-92310		Tennis Facilities Soft Costs		(2,000)	2,000	0		(2,000)	(2,000)	2,000	0	0	0	(2,000)	(2,000)
1-92320		Tennis Facilities Improvements		(53,000)	53,000	0		(995)	(53,000)	52,005	0	0	0	(53,000)	(53,000)
		Pavilion			0			0	0	0	0	0	0		
1-92420		Pavilion Per Replacement Reserve	0		0		0	0	0	0	0	0	0		(59,750)
1-92450		Pavilion Other Misc Constr Costs	0	(21,200)	0	(21,200)	0	(1,250)	(21,200)	19,950	0	0	0		
		Pavilion Wood Floors												(9,250)	(9,250)
		Mechanical - Water Heater												(3,000)	(3,000)
		Parks, Trails and Paths			0			0	0	0	0	0	0		
1-91710		ECO Trail Contribution	(3,395)	(7,000)	0	(7,000)		0	0	0	0	0	0		
1-92520		Park Improvements	(57,289)		0		(43,981)	0	0	0	0	0	0		
1-92550		Pavilion Park Planning/Design	(5,400)	(22,880)	(38,000)	(60,880)	0	(32,057)	(22,880)	(9,177)	(12,344)	0	(12,344)	(46,000)	(46,000)
1-92570		Pavilion Park Construction Phase 1		(523,826)	345,913	(177,913)		(46,315)	(523,826)	477,511	(46,315)	0	(46,315)	(350,000)	(350,000)
		Pavilion Park Construction Phase 2										0	0		
		Pavilion Park Eagle Co Grant		175,000	0	175,000			175,000	(175,000)	0	0	0		
		Pavilion Park GO CO Grant		86,913	(86,913)	0			86,913	(86,913)	0	0	0	350,000	350,000
		Playground Equipment		(35,000)	0	(35,000)			(35,000)	35,000	0	0	0	(30,000)	(30,000)
		Park Benches & Picnic Tables		(15,000)	0	(15,000)			(15,000)	15,000	0	0	0		
1-92560		Holland's Park Dredging & Landscaping		(5,000)	0	(5,000)		(3,687)	(5,000)	1,313	(3,687)	0	(3,687)		(47,500)
		Soccer Fields - Irrigation Sprinkler System													
		Baseball Fields - Irrigation Sprinkler System													
1-92530		Tree Removal in Parks	(8,922)	(10,000)	0	(10,000)	(4,422)	(4,572)	0	(4,572)	0	0	0	(15,000)	(15,000)
1-92540		Trails Construction	0	(15,000)	0	(15,000)	0	0	(15,000)	15,000	0	0	0		
		Highway 6 Fence Repair & Painting													
1-92600		Replacement Reserve Study	300,000	383,793	(240,000)	143,793	0	175,000	175,000	0	0	0	0	203,250	135,250
		EVPOA Contribution													
		Total Page 10A	130,462	(249,800)	48,265	(201,535)	(115,914)	99,026	(411,926)	510,953	(63,306)	(11,333)	(51,973)	(30,000)	(30,000)

See accompanying accountant's report.

(1) Per Board resolution

EAGLE VAIL METROPOLITAN DISTRICT GOLF CAPITAL, PROJECTS & EQUIPMENT													
Actual, Budget and Forecast for the Periods Indicated													
New Acct	No Account	Printed: 09/22/14 MODIFIED ACCRUAL BASIS										Cal Yr	
		Last Year				2014 Year to Date				Current Month			Forecast 2016
		Cal Yr 2013 Actual	Adopted 2014 Budget	Projected 2014 Variance Fav(Unfav)	Cal Yr 2014 Forecast	YTD Actual To 8/31/2013	YTD Actual To 8/31/14	Budget To 8/31/14	Variance Favor (Unfavor)	Actual 8/31/14	Budget 8/31/14	Variance Favor (Unfavor)	Prelim 2015 Budget
1-93100	General												
1-93110	Computer & Telephone System Replacement	0		0		0	0	0	0	0	0	0	
1-93120	School Reimbursement for Ditch Capital	(79,078)	(13,000)	0	(13,000)	(69,825)	0	(13,000)	13,000	0	(4,333)	4,333	
1-93130	Paving & Striping District Lots												
	Office Furniture												
1-93300	Clubhouse												
1-93310	Clubhouse Soft Costs	0		0		0	0	0	0	0	0	0	
1-93320	Clubhouse Improvements Construction	0		0		0	0	0	0	0	0	0	
1-93330	Clubhouse Architect	0		0		0	0	0	0	0	0	0	
	Clubhouse Contingency	0		0		0	0	0	0	0	0	0	
1-93380	Clubhouse Other Miscellaneous	0	(10,000)	0	(10,000)	0	0	(10,000)	10,000	0	0	0	
	Clubhouse Parking Lot Sealcoat and Striping												
	Clubhouse doors												
1-93500	Pro Shop & Driving Range												
	Pro Shop Enhancements			0			0	0	0	0	0	0	(6,000)
	Radio Replacements			0			0	0	0	0	0	0	(5,000)
	Hole 11												
1-93600	Hole 11 Improvements	(4,350)	(2,000)	0	(2,000)	(4,350)	(368)	(2,000)	1,632	0	(667)	667	(4,500)
	Windows												(3,000)
	Electric Panel												(7,500)
	Beverage Cart												
	Willow Creek Course			0				0	0		0		
1-93900	Willow Creek Clubhouse	0	(10,000)	7,000	(3,000)	0	(2,847)	(10,000)	7,153	0	0	0	(7,500)
1-93910	Willow Creek Clubhouse	(1,077)				(1,077)	0	0	0	0	0	0	
1-93920	Willow Creek Computer	(2,200)				(2,200)	0	0	0	0	0	0	
1-93930	Replacement Clubs												
	Maintenance Facility												
	Interior												
	Doors												
Total Page 10B		(86,706)	(35,000)	7,000	(28,000)	(77,453)	(3,216)	(35,000)	31,784	0	(5,000)	5,000	(33,500)
													(15,500)

-10B-

See accompanying accountant's report.

KOH:  
Verify

EAGLE VAIL METROPOLITAN DISTRICT GOLF CAPITAL, PROJECTS & EQUIPMENT												
Actual, Budget and Forecast for the Periods Indicated												
Printed: 09/22/14 MODIFIED ACCRUAL BASIS												
New Acct	No Account	Cal Yr 2013			Cal Yr 2014			2014 Year to Date			Current Month	
		Actual	Adopted Budget	Projected Variance Fav(Unfav)	Forecast	YTD Actual To 8/31/2013	YTD Actual To 8/31/14	Budget To 8/31/14	Variance Favor (Unfavor)	Actual 8/31/14	Budget 8/31/14	Variance Favor (Unfavor)
1-93700	Golf Course											
1-93710	Golf Course Architect	0				0	0	0	0	0	0	0
1-93720	Golf Course Owners Rep	0				0	0	0	0	0	0	0
1-93730	GC Renovations (Landscapes Unlimited)	0				0	0	0	0	0	0	0
1-93740	Cart Paths (Eliam)											
1-93745	Cart Paths (LUI)											
1-93750	Golf Bunkers											
1-93760	Driving Range	(12,900)	(5,000)		(5,000)	(12,900)	(3,109)	(5,000)	1,891	0	0	0
1-93770	Waterways and Pond Dredging	(6,680)	(10,000)		(10,000)	(2,100)	0	(5,000)	5,000	0	0	0
1-93790	Tree Removal - Golf Course (\$10k/yr for 5 Yrs)											
	Restroom on 13 & Halfway House											
	Xcel Energy - Valve Landscape Cost											
	Xcel Energy - Landscape Reimbursement											
1-93800	Golf Project Miscellaneous Cost	0				0	0	0	0	0	0	0
1-93810	Contingent Projects List	0				0	0	0	0	0	0	0
1-93820	Golf Course Allowance	0	(12,000)		(12,000)	0	0	(12,000)	12,000	0	(4,000)	4,000
1-93821	Painting Golf Course Buildings	(23,164)				(21,514)	0	0	0	0	0	0
1-93822	Bridges	(10,000)				(10,000)	0	0	0	0	0	0
1-93823	Irrigation Computer Software		(5,500)		(5,500)		(3,819)	(5,500)	1,681	0	0	0
1-93824	Recycle Cans for Course		(6,000)		(6,000)		(5,350)	(6,000)	650	0	0	0
1-93825	Clubhouse Gutters		(15,000)		(15,000)		(6,367)	(15,000)	8,633	0	0	0
	Fence (Split Rail/Maint Shop)											
	4, 13 & 15 Greens											
	Cart Paths 1,3,4,6,7,13,15											
	Hole 2 Restrooms Remodel											
	Stone Creek Restoration Study											
	Retaining Walls											
1-95100	Replacement Reserve Spending											
	Equipment											
	Sales (Write-off) of Equipment											
	Range Picker and Ball Washer Replacement Parts											
1-95100	Golf Misc. Equipment - Bens List		(5,500)		(5,500)		(3,456)	(5,200)	5,500			
1-95110	Cart Replacement (incl Range Picker)	0	(5,200)		(5,200)	0	0	0	1,744	(125)	0	(125)
	Cart Trade-In Value											
1-95120	GPS System Lease	(45,792)	(45,792)		(45,792)	(30,528)	(31,049)	(30,528)	(521)	(7,632)	(7,632)	0
1-95131	Toro Workman MDX Utility Cart	(17,416)				(17,416)	0	0	0	0	0	0
1-95132	Toro Reel Master 3100 (1)	(22,226)				(22,226)	0	0	0	0	0	0
1-95133	Toro Sand Pro (1)	(13,643)				(13,643)	0	0	0	0	0	0
1-95135	Toro Tee Mower (1)	(2,500)				(2,500)	0	0	0	0	0	0
1-95136	Toro Turbocat F series	(7,958)				0	0	0	0	0	0	0
	Toro Workman 4300-D											
	Toro Pro-Core 1298											
	Snowmobile Eng Repair-11											
	Equipment Replacement Per List											
1-95160	Shop Truck/POA Truck		(30,000)	1,806	(28,194)		(28,194)	(30,000)	1,806	0	0	0
1-95161	Carryall Utility Carts		(20,000)	3,347	(16,653)		(16,653)	(20,000)	3,347	0	0	0
1-95162	Push-Mowers/Backpack blowers/Weedeaters		(5,000)	1,338	(3,662)		(3,662)	(5,000)	1,338	0	0	0
1-95163	Load Truck		(6,362)	(6,362)	(6,362)		(6,362)		(6,362)	0	0	0
1-95150	Equipment Replacement Per List	0		0		0	0	0	0	0	0	0
	POA Reimbursement											
Total Page 10C		(162,280)	(164,992)	129	(164,863)	(132,827)	(108,021)	(144,728)	36,707	(7,757)	(11,632)	3,875
Total Capital and Equipment		(118,524)	(449,792)	55,394	(394,398)	(326,194)	(12,210)	(591,654)	579,444	(71,063)	(27,965)	(43,098)
See accompanying accountant's report.												
(1) Reallocation of Equipment Budget												

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KRM: Verify

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Eagle-Vail Property Owners Association Statement of Revenues, Expenditures and Fund Balance Actual, Budget and Variance for the Periods Indicated											
Printed: 09/22/14 MODIFIED CASH BASIS											
	Cal Yr			2014 Year to Date			Current Month			Cal Yr	
	Cal Yr Actual	Adopted Budget	Projected Variance	Cal Yr Forecast	YTD Actual To 8/31/2013	YTD Budget To 8/31/2014	Variance Favor (Unfavor)	Actual 8/31/2014	Budget 8/31/2014	Variance Favor (Unfavor)	Forecast 2016
<b>Units in the Association</b>		1446		1446							1446
<b>Income</b>		200		200							211
Operating Assessments Per Unit		289,200	0	289,200	281,970	289,200	2,060	0	0	0	296,430
Operating Assessments	281,970	289,200	3,200	5,600	5,848	1,800	2,060	420	200	220	5,600
DRC Administration Income-net	7,258	2,400	1,200	2,700	1,356	1,000	1,275	103	125	(23)	2,781
Advertising - Newsletter	2,661	1,500	0	0	480	0	50	50	0	0	0
Fines & Lien Fees	780	0	0	0	0	0	0	0	0	0	0
Finance Charges	14,224	7,200	4,800	12,000	12,085	4,800	6,628	1,483	600	883	12,360
Interest Income	1,401	1,800	600	2,400	280	1,200	570	224	150	74	2,400
Other Income	8,669	7,200	0	7,200	7,881	4,800	(354)	0	600	(600)	7,416
Title Company Statement Fees	2,800	1,000	1,600	2,600	0	650	1,300	350	100	250	2,400
<b>Total Income</b>	319,762	310,300	11,400	321,700	309,900	303,250	11,530	2,629	1,775	854	328,730
<b>Expense</b>											338,592
<b>General, Administrative &amp; Operations</b>											
Accounting	(10,470)	(12,000)	0	(12,000)	(7,632)	(8,000)	877	(703)	(1,000)	297	(12,000)
Assessment Billing	(9,133)	(12,000)	0	(12,000)	(8,488)	(8,250)	1,175	(341)	0	(341)	(12,000)
Bad Debt Expense	(6,650)	(5,000)	2,000	(3,000)	(5,172)	(3,200)	2,863	0	(400)	400	(3,000)
Advertising	0	0	0	0	0	0	0	0	0	0	0
Auto Expense	0	0	0	0	0	0	0	0	0	0	0
Bank Charges	(66)	(240)	0	(240)	0	(160)	8	0	(20)	20	(240)
Board Member Fees	(4,499)	(6,000)	0	(6,000)	(2,699)	(4,000)	1,300	0	(500)	500	(6,000)
Dues & Subs, Training & Educ.	(2,112)	(275)	(225)	(500)	(2,026)	(275)	(410)	(395)	0	(395)	(500)
Insurance	(7,669)	(8,052)	0	(8,052)	(7,869)	(8,052)	239	0	0	0	(8,052)
Legal (General)	(12,689)	(18,000)	0	(18,000)	(6,249)	(12,000)	2,875	(163)	(1,500)	1,337	(18,000)
Meals & Entertainment	0	0	0	0	0	0	0	0	0	0	0
Office Supplies & Expenses	(1,107)	(1,000)	0	(1,000)	(841)	(667)	92	(89)	(83)	(6)	(1,000)
Postage & Delivery	(920)	(2,500)	0	(2,500)	(678)	(1,867)	982	(134)	(208)	74	(2,500)
Printing & Reproduction	(2,039)	(2,000)	0	(2,000)	(1,416)	(1,333)	1,183	0	(167)	167	(2,000)
Rent - Office	0	0	0	0	0	0	0	0	0	0	0
Rent - Storage	(525)	(675)	0	(675)	(360)	(450)	(45)	(50)	(56)	6	(675)
Rep & Mice - Fence	0	(2,000)	0	(2,000)	0	(1,333)	1,333	0	(333)	333	(2,000)
Rep & Mice - Irrigation	0	0	0	0	0	0	0	0	0	0	0
Rep & Mice - Landscape & Highway 6	(11,032)	(12,000)	0	(12,000)	(4,315)	(10,000)	4,776	0	(2,000)	2,000	(12,000)
Rep & Mice - Lot Mowing	0	0	0	0	0	0	0	0	0	0	0
Rep & Mice - Signs	0	(5,000)	0	(5,000)	0	(3,333)	3,333	0	(833)	833	(5,000)
Rep & Mice - Snow Removal: Sweep	(15,153)	(15,000)	0	(15,000)	(10,093)	(10,000)	0	(1,250)	(1,250)	0	(15,000)
Rep & Mice - Trails	0	(1,000)	0	(1,000)	0	(667)	667	0	(167)	167	(1,000)
Supplies - Pet Pick-up Stations	(6)	(1,800)	0	(1,800)	(6)	(1,200)	1,200	0	(150)	150	(1,800)
Telephone & Internet	0	0	0	0	0	0	0	0	0	0	0
Trail Maintenance	0	(1,000)	0	(1,000)	0	(667)	667	0	0	0	(1,000)
Taxes - Income	(850)	(850)	0	(850)	0	(850)	850	0	0	0	(850)
Administrative Allocation Pd To MD	(159,000)	(173,000)	6,000	(167,000)	(106,000)	(115,333)	(0)	(14,417)	(14,417)	(0)	(178,000)
Compliance Officer Reimbursement	0	0	0	0	0	0	0	0	0	0	0
Health Insurance	0	0	0	0	0	0	0	0	0	0	0
<b>Total Gen, Admin &amp; Ops Expenses</b>	(243,919)	(279,392)	7,775	(271,617)	(163,724)	(167,493)	23,944	(17,542)	(23,085)	5,543	(282,617)
<b>See Accompanying Accountant's Report</b>											(290,006)

Eagle-Vail Property Owners Association Statement of Revenues, Expenditures and Fund Balance Actual, Budget and Variance for the Periods Indicated												
Printed: 09/22/14 MODIFIED CASH BASIS												
	Cal Yr 2013			2014 Year to Date			Current Month			Cal Yr		
	Cal Yr Actual	Adopted Budget	Projected Variance Fav(Unfav)	YTD Actual To 8/31/2013	YTD Actual To 8/31/2014	YTD Budget To 8/31/2014	Variance Favor (Unfavor)	Actual 8/31/2014	Budget 8/31/2014	Variance Favor (Unfavor)	Prelim 2015 Budget	Forecast 2016
<b>Community Relations</b>												
Board Meetings	(169)	(360)	0	(169)	0	(240)	240	0	(30)	30	(360)	(371)
Community Events	(8,485)	(20,000)	0	(5,323)	(5,491)	(6,667)	1,175	(1,178)	(1,667)	488	(20,600)	(20,600)
Newsletter	(3,240)	(3,000)	0	(2,724)	(2,354)	(2,600)	246	0	0	0	(3,000)	(3,000)
Annual Meeting	(3,978)	(4,000)	2,000	(3,978)	(1,974)	(4,000)	2,026	0	0	0	(4,000)	(4,120)
Web Site	0	0	0	0	0	0	0	0	0	0	0	0
Holiday Lights Installation	(647)	(6,000)	0	(220)	0	0	0	0	0	0	(6,000)	(6,180)
Advertising / Marketing (2)	0	0	0	0	0	0	0	0	0	0	0	0
Trash Removal Expense	60	(500)	0	0	0	(333)	333	0	(42)	42	(500)	(515)
EVMD Master Plan/Election	0	0	0	0	0	0	0	0	0	0	(10,000)	(10,300)
Clean-Up Day	0	0	0	0	0	0	0	0	0	0	0	0
Holiday Party	0	0	0	0	0	0	0	0	0	0	0	0
Community Picnic	(19)	0	0	(19)	0	0	0	0	0	0	0	0
<b>Total Community Relations</b>	<b>(16,476)</b>	<b>(33,860)</b>	<b>2,000</b>	<b>(12,432)</b>	<b>(9,819)</b>	<b>(13,840)</b>	<b>4,021</b>	<b>(1,178)</b>	<b>(1,738)</b>	<b>560</b>	<b>(43,860)</b>	<b>(45,176)</b>
<b>DRC Administration</b>												
	(15,580)	(13,000)	0	(10,760)	(8,190)	(8,667)	476	0	(1,083)	1,083	(13,000)	(13,380)
<b>Operating Surplus/(Deficit)</b>	<b>43,787</b>	<b>(15,952)</b>	<b>21,175</b>	<b>122,984</b>	<b>129,277</b>	<b>89,306</b>	<b>39,971</b>	<b>(16,091)</b>	<b>(24,131)</b>	<b>8,040</b>	<b>(10,747)</b>	<b>(9,980)</b>
<b>Capital Reserve Assessments Per Unit</b>												
<b>Capital Reserve Assessments</b>	<b>151,830</b>	<b>180,750</b>	<b>0</b>	<b>151,830</b>	<b>180,750</b>	<b>180,750</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>187,980</b>	<b>193,619</b>
<b>Projects, Capital &amp; Non-Routine Items</b>												
Documents Revisions	0	0	0	0	0	0	0	0	0	0	0	0
Sidewalks and Striping	(6,427)	0	0	(6,427)	0	0	0	0	0	0	0	0
Forest Service Path (2)	0	3,673	3,673	0	3,673	0	3,673	0	0	0	0	0
Flood Plain Mapping (1)	0	(11,000)	0	0	(3,644)	(11,000)	7,356	0	0	0	(16,000)	(16,000)
Flood Plain Contract - EV Portion	0	0	0	0	0	0	0	0	0	0	0	0
Landscape & Fence Impr. Highway 6	0	(13,000)	0	0	(88)	(10,000)	9,932	0	(2,000)	2,000	(13,000)	(13,000)
Master Planning/Needs Assmnt. (2)	0	0	0	0	(109)	(16,000)	15,891	(109)	0	(109)	(16,000)	(16,000)
Highway 6 Save A Tree	(10,351)	(16,000)	15,000	(10,351)	0	0	0	0	0	0	(10,000)	(10,000)
Utility Boxes, Directories & Pet Stations	(10,000)	(10,000)	(5,000)	(10,000)	(5,000)	(10,000)	5,000	0	(10,000)	10,000	(10,000)	(10,000)
Study Pocket Parks	(300,000)	(19,000)	19,000	(300,000)	0	0	0	0	0	0	(27,000)	(27,000)
Fire Mitigation	0	(80,000)	0	0	0	0	0	0	0	0	(203,250)	(203,250)
Payment to EVMD for Prior Projects	0	(22,880)	(38,000)	0	0	0	0	0	0	0	(35,000)	(35,000)
Payment to EVMD for Pool	0	0	0	0	0	0	0	0	0	0	0	0
Payment to EVMD for Parks, Trails, Etc.	0	0	0	0	0	0	0	0	0	0	0	0
Payment to EVMD for Pavilion Park	0	0	0	0	0	0	0	0	0	0	0	0
Payment to EVMD for Equipment	0	0	0	0	0	0	0	0	0	0	0	0
Eco Trails Contribution (2)	0	0	0	0	0	0	0	0	0	0	0	0
Replacement Reserve Spending	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Projects, Capital and Non-Routine</b>	<b>(326,778)</b>	<b>(171,880)</b>	<b>(5,327)</b>	<b>(26,778)</b>	<b>(5,148)</b>	<b>(47,000)</b>	<b>41,852</b>	<b>(109)</b>	<b>(12,000)</b>	<b>11,891</b>	<b>(304,250)</b>	<b>(135,250)</b>
<b>Capital Reserve Surplus (Deficit)</b>	<b>(174,948)</b>	<b>8,870</b>	<b>(5,327)</b>	<b>125,052</b>	<b>175,602</b>	<b>133,750</b>	<b>41,852</b>	<b>(109)</b>	<b>(12,000)</b>	<b>11,891</b>	<b>(116,270)</b>	<b>58,368</b>
<b>Overall POA Surplus/(Deficit)</b>	<b>(131,161)</b>	<b>(7,082)</b>	<b>15,848</b>	<b>248,036</b>	<b>304,879</b>	<b>223,056</b>	<b>81,823</b>	<b>(16,200)</b>	<b>(36,131)</b>	<b>19,831</b>	<b>(127,017)</b>	<b>48,390</b>
<b>Fund Balance - Beginning</b>	<b>447,747</b>	<b>202,995</b>	<b>113,591</b>	<b>447,747</b>	<b>316,586</b>	<b>202,985</b>	<b>113,591</b>	<b>637,665</b>	<b>462,182</b>	<b>175,483</b>	<b>324,773</b>	<b>197,178</b>
<b>Less Depreciation</b>	<b>0</b>	<b>(578)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(578)</b>	<b>0</b>
<b>Fund Balance - Ending</b>	<b>316,586</b>	<b>195,335</b>	<b>129,439</b>	<b>695,783</b>	<b>621,465</b>	<b>423,051</b>	<b>195,414</b>	<b>621,465</b>	<b>426,051</b>	<b>195,414</b>	<b>197,178</b>	<b>245,567</b>
<b>See Accompanying Accountant's Report</b>												
<b>Balance in Replacement/Capital Reserve</b>	<b>119,875</b>	<b>128,745</b>	<b>(5,327)</b>	<b>0</b>	<b>(0)</b>	<b>(0)</b>	<b>0</b>				<b>7,148</b>	<b>65,518</b>

**EAGLE-VAIL METRO DISTRICT**  
**PAYROLL SUMMARY**  
**PAYROLL DATE -- 8/22/14**

<u>Employee Name</u>	<u>Hours</u>	<u>Gross Payroll</u>	<u>FWT</u>	<u>Medicare</u>	<u>ICMA</u>	<u>SWT</u>	<u>Pre-Tax/Dep Ins</u>	<u>Other</u>	<u>Net Payroll</u>
<b>Maintenance</b>									
Cervantes, Luis	90.10	1,036.15	65.00	15.22	64.24	30.00			861.69
Donald, James A	78.13	937.56	40.00	13.77	58.13	19.00			806.66
Garcia, Anselmo M	100.05	1,250.63	92.00	18.37	77.54	40.00			1,022.72
Goldberg, Fred W	30.27	332.97	7.00	4.89	20.64	4.00			296.44
Lenfest, Mark C	66.58	832.25	64.00	12.22	51.60	25.00			679.43
Lopez, Carlos	99.72	1,096.92	10.00	16.11	68.01	5.00			997.80
Michalski, Daniel J	10.37	114.07		1.68	7.07				105.32
Reyes, Vidal R	80.20	922.30		13.55	57.18				851.57
Rodriguez, Ruben	14.23	156.53		2.29	9.70				144.54
Salazar, Christopher B	81.70	898.70	73.00	13.20	55.72	28.00			728.78
Scharnweber, Joel A	83.05	1,370.33	162.00	20.13	84.96	56.00			1,047.24
Taber, Andrew D	104.47	2,037.17	259.00	29.92	126.30	78.00			1,543.95
Velasco, Miguel L	97.08	1,164.96	31.00	17.11	72.23	15.00			1,029.62
Ventura, Emilio R	70.73	848.76	10.00	12.47	52.62	5.00			768.67
Viramontes, Omar L	78.10	1,015.30	17.00	14.91	62.95	8.00			912.44
Weyers, Scott M (59420)	95.10	1,426.50	4.00	20.95	88.44	2.00			1,311.11
Winters, Jeffery S	58.43	759.59	54.00	11.15	47.09	22.00			625.35
Wright, Joshua T	74.45	856.18	33.00	12.58	53.08	15.00			742.52

<b>Total Maintenance</b>	<b>1312.76</b>	<b>17,056.87</b>	<b>921.00</b>	<b>250.52</b>	<b>1,057.50</b>	<b>352.00</b>	<b>0.00</b>	<b>0.00</b>	<b>14,475.85</b>
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*17,100.18*

**Pro Shop**

Thompson, David M	Salary	1,512.00	58.00	23.74	100.19	28.00		104.00	1,406.07
Vancuren, Ben P		98.15	1,339.75	162.00	22.47	94.84	56.00	189.86	1,194.30
Wolk, Michael E		72.10	984.17	112.00	17.28	72.91	40.00	191.87	933.85
Addington, Stacy L		74.37	966.81	83.00	14.21	59.94	31.00		778.66
Calfee, Robert A		30.38	334.18	8.00	4.91	20.72	4.00		296.55
Cerveney, Taylor R		52.88	581.68	69.00	12.77	53.93	27.00		418.98
Cerveney, Taylor R (P3)		26.20	288.20						288.20
Cohen, Jason J (P3)		12.42	136.62	4.00	2.01	8.47	2.00		120.14
Cuomo, Remi A (P3)		17.83	196.13	10.00	2.88	12.16	5.00		166.09
Dade, Seth A		12.25	134.75	4.00	1.98	8.35	2.00		118.42
Devens, Christopher C		40.40	525.20	26.00	7.86	33.18	12.00	10.00	456.16
Harris, Michael M		10.70	117.70		1.73	7.30			108.67
Reed, Mary J (P3)		25.15	276.65		4.07	17.15			255.43
Rutherford, Zachary B (P3)									0.00
Schulte, Jaime L (P3)		12.58	138.38		2.03	8.58			127.77
Williams, Michael D		70.75	849.00	66.00	12.47	52.64	26.00		691.89

<b>Total Pro Shop</b>	<b>556.16</b>	<b>8,381.22</b>	<b>602.00</b>	<b>130.41</b>	<b>550.36</b>	<b>233.00</b>	<b>0.00</b>	<b>495.73</b>	<b>7,361.18</b>
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*9,158.00*

**Outside Svcs**

Benson, Mark A		13.62	136.20		3.84	8.44			123.92
Bradshaw, Travis S		77.30	715.03	138.00	19.24	44.33	48.00		465.46
Brown, Beau E		86.12	990.38	172.00	22.89	61.40	59.00		675.09
Champion, Tom R ®		28.83	324.34		4.77	20.11			299.46
Cornwell, Robert L		78.17	898.96	185.00	21.81	55.74	63.00		573.41
Crisofulli, Tanner J		7.45	67.05	5.00	2.11	4.16	3.00		52.78
Dresser, Russell U ®		13.35	146.85		2.16	9.10			135.59
Edwards, John L ®		14.27	160.54		2.36	9.95			148.23
Faust, Timothy J ®		19.37	213.07	11.00	3.13	13.21	5.00		180.73
Gordon, Gregory L		13.92	156.60		4.08	9.71			142.81
Jones, Michael K		93.97	845.73	157.00	21.27	52.44	54.00		561.02

*[Signature]*

**EAGLE-VAIL METRO DISTRICT****PAYROLL SUMMARY**

PAYROLL DATE -- 8/22/14

<u>Employee Name</u>	<u>Hours</u>	<u>Gross Payroll</u>	<u>FWT</u>	<u>Medicare</u>	<u>ICMA</u>	<u>SWT</u>	<u>Pre-Tax/ Dep Ins</u>	<u>Other</u>	<u>Net Payroll</u>
Kingston, Colin S	28.95	260.55	31.00	5.97	16.15	14.00			193.43
LaFaver, Sean R ®	9.50	104.50	50.00	1.54	6.48				46.48
Maloney, Kenneth J ®	28.95	325.69	7.00	4.78	20.19	3.00			290.72
Oliver, Charles J ®	24.38	268.18		3.93	16.63				247.62
Powell, Christopher B	78.98	710.82	133.00	18.81	44.07	47.00			467.94
Reffett, Douglas M	9.00	52.65		1.50	3.26				47.89
Rutherford, Zachary B	83.37	792.02	121.00	19.90	49.11	43.00			559.01
Solarek, Gregory M ®	9.28	102.08	41.00	1.50	6.33	41.00			12.25
Stubeck, Michael A	68.03	612.27	88.00	16.49	37.96	33.00			436.82
Tarmey, Richard T ®	19.43	218.59		3.21	13.55				201.83

<b>Total Outside Svcs</b>	<b>806.24</b>	<b>8,102.10</b>	<b>1,139.00</b>	<b>185.29</b>	<b>502.32</b>	<b>413.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,862.49</b>
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5,807.96

**Swim**

Roberts, Joanne A	Salary	1,777.80	198.00	26.11	110.22	66.00			1,377.47
Altenau, Claire A	50.97	764.55	54.00	11.23	47.40	22.00			629.92
Baker, Paris M	40.92	419.43		6.16	26.00				387.27
Bishop, Jacob J	71.80	861.60	68.00	12.65	53.42	27.00			700.53
Bishop, Kelly K	5.38	56.49		0.83	3.50				52.16
Croke, Morgan P	39.98	409.80		6.02	25.41				378.37
Davidson, Taylor S	12.35	126.59		1.86	7.85				116.88
George, Emilie F	0.50	10.00	34.00	6.71	28.33	16.00		447.00	371.96
Hall, Brett M	5.73	71.63		1.05	4.44				66.14
Herzog, Gretta R	23.98	227.81	13.00	3.34	14.12	6.00			191.35
Knoll, Daniel T	23.65	319.28	6.00	4.69	19.80	3.00			285.79
Kubik, Elizabeth C	12.98	123.31		1.81	7.65				113.85
Lindeman, Philip A				1.00	4.22			68.00	62.78
Norris, Krista M	17.58	184.59	9.00	2.71	11.44	4.00			157.44
O'Neill, Kylie L	45.47	431.97	17.00	6.35	26.78	8.00			373.84
O'Neill, MacKenzie L	13.97	132.72		1.95	8.23				122.54
Ozborn, Jeffrey D	27.33	437.28		6.42	27.11				403.75
Redden, Katie E	1.00	20.00		1.65	6.94			92.00	103.41
Schlehuber, Patrick J	6.00	66.00		0.97	4.09				60.94
Schultheis, Wayne C	39.92	379.24	27.00	5.57	23.51	13.00			310.16
Sim, Erik J	14.77	151.39		2.22	9.39				139.78
Sinilkov, Zhivko M	35.35	424.20	85.00	14.38	60.71	32.00		555.00	787.11
Smith, Christie L				0.36	1.49			24.00	22.15
Sortland, Stefan K	47.67	488.62		7.18	30.29				451.15
Van Dyke, Nicholas P	11.58	127.38	13.00	1.87	7.90	2.00			102.61
Zoller, Bradley S	20.48	225.28		3.30	13.97				208.01

<b>Total Swim</b>	<b>569.36</b>	<b>8,236.96</b>	<b>524.00</b>	<b>138.39</b>	<b>584.21</b>	<b>199.00</b>	<b>0.00</b>	<b>1,186.00</b>	<b>7,977.36</b>
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6,801.82

**F&B**

Baez, Jason L (wh)	69.60	713.40	151.00	20.49	44.23	52.00			445.68
Blitz, Devon M (h11)	28.77	258.93	23.00	7.09	16.05	11.00			201.79
Challis, Emily G (h11)	41.05	451.55	85.00	11.68	28.00	32.00			294.87
Cisneros, Vincent F (wh)	72.42	977.67	150.00	20.73	60.62	52.00			694.32
Conroy, Sophie C (h11)	15.67	141.03	22.00	6.79	8.74	10.00			93.50
Dooley, John F (wh)	46.65	478.16		12.16	29.65				436.35
Elhoffer, Elizabeth C (h11)	28.48	263.44	36.00	6.69	16.33	17.00			187.42
Evens, Kyra K (h11)	20.62	185.58	9.00	5.03	11.51	5.00			155.04
Guzzetti, Mathew A (wh)	5.43	55.66		1.53	3.45				50.68
Hessell, Jamie B (wh)	74.90	767.73	159.00	21.32	47.60	55.00			484.81



**EAGLE-VAIL METRO DISTRICT****PAYROLL SUMMARY**

PAYROLL DATE -- 8/22/14

<u>Employee Name</u>	<u>Hours</u>	<u>Gross Payroll</u>	<u>FWT</u>	<u>Medicare</u>	<u>ICMA</u>	<u>SWT</u>	<u>Pre-Tax/ Dep Ins</u>	<u>Other</u>	<u>Net Payroll</u>
Maffuccio, Alexandra N (h11)	24.62	221.58	15.00	5.91	13.74	7.00			179.93
Mullen, Bridget L (h11)	20.55	184.95	10.00	5.08	11.47	5.00			153.40
Nellius, Lauren L (h11)	6.00	66.00	9.00	2.61	4.09	4.00			46.30
Nelson, Kirsten N (h11)	50.28	452.52	35.00	11.22	28.06	16.00			362.24
Oberley, Amy A (h11)	50.80	469.90	90.00	16.56	29.13	33.00			301.21
Sargent, Heather M (h11)	21.80	201.65	38.00	6.87	12.50	17.00			127.28
Schoenbein, Edward C (wh)	43.68	786.24	67.00	14.68	48.75	26.00			629.81
Vancuren, Hannah L (h11)	67.57	608.13	123.00	15.45	37.70	43.00			388.98

**Total F&B**

<b>688.89</b>	<b>7,284.12</b>	<b>1,022.00</b>	<b>191.89</b>	<b>451.62</b>	<b>385.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,233.61</b>
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5,721.08

**Salaried**

Barber, Steve	Salary	3,318.00	245.00	46.90	132.72	87.00	300.96		2,505.42
Barnum, Brent	Salary	2,249.92	127.00	28.26	90.00	50.00	300.96		1,653.70
Brown, Ivan E	Salary	3,115.38	529.00	45.17	124.62	128.00			2,288.59
Hanley, Theodore	Salary	1,935.65	52.00	22.19	77.43	25.00	405.13	(69.68)	1,284.22
Layman, Jeffrey	Salary	3,896.69	543.00	56.13	233.80	133.00	426.08	400.00	2,904.68
O'Neill, Kristine	Salary	1,923.81	171.00	27.89	76.95	64.00		(173.07)	1,410.90
Putnam, Laura	Salary	1,346.15	46.00	15.16	107.69	22.00	300.96		854.34
Welsh, Ben	Salary	3,052.73	448.00	38.26	122.11	113.00	413.75		1,917.61
Directors		0.00		0.00	0.00				0.00

**Total Salaried**

<b>20,838.33</b>	<b>2,161.00</b>	<b>279.96</b>	<b>965.32</b>	<b>622.00</b>	<b>2,147.84</b>	<b>157.25</b>	<b>14,819.46</b>
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15,094.63

**T O T A L**

<b>69,899.60</b>	<b>6,369.00</b>	<b>1,176.46</b>	<b>4,111.33</b>	<b>2,204.00</b>	<b>2,147.84</b>	<b>1,838.98</b>	<b>55,729.95</b>
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59,683.67

# Eagle-Vail Metropolitan District

## Petty Cash Checks

### July 2014

Date	Num	Name	Description	Amount
07/01/2014	DC-0701	Facebook	Facebook Advertising for June 2014	86.40
07/02/2014	2358	Eagle County Building Department	Right of Way Permit for Crosswalks Painting	100.00
07/03/2014	DC-0703	Amazon.com	Supplies for Swim	89.96
07/07/2014	DC-0707	Amazon.com	Supplies for Swim	73.23
07/08/2014	DC-0708	Ya Ya Favormart	Tableclothes & Napkins for Pavilion	206.88
07/08/2014	DC-0708	Western Eagle Co Metro Rec Dist	Swim Meet Fees	100.00
07/08/2014	DC-0708	Lifeguard Store	Supplies for Swim	66.25
07/08/2014	DC-0708	Adolph Kiefer & Assoc.	Supplies for Swim	49.38
07/09/2014	DC-0709	Pyramid Technologies	Supplies for Swim	113.40
07/10/2014	DC-0710	Gondola Pizza	Employee Party for Maint Dept	108.39
07/10/2014	DC-0710	Beaver Liquors	Beer & Wine for Luau	254.75
07/10/2014	DC-0710	Vail Valley Partnership	Fee for Class for Jeff Layman	15.00
07/12/2014	DC-0712	IKEA	Office Furniture for Admin	291.40
07/15/2014	DC-0715	Safeway	Flowers for VVP Mixer on 7/16/14	21.64
07/16/2014	2359	Zman Productions, LLC	Music at VVP Mixer on 7/16/14	250.00
07/17/2014	DC-0717	City Market	Swim Team Fundraiser Supplies	6.22
07/17/2014	DC-0717	Pazzos	Employee Party for Swim	122.30
07/17/2014	DC-0717	1000 Bulbs.com	LED Lightbulbs for Pavilion	537.19
07/17/2014	DC-0717	Questionpro.com	Surv App for Golf Course	15.00
07/18/2014	DC-0718	Adolph Kiefer & Assoc.	Supplies for Swim	415.00
07/19/2014	DC-0719	Incase Designs	Phone Case	29.95
07/19/2014	DC-0719	Adolph Kiefer & Assoc.	Supplies for Swim	26.97
07/20/2014	DC-0720	Direct TV	Satellite TV at Clubhouse	241.98
07/21/2014	DC-0721	IKEA	Office Furniture for Admin	67.71
07/21/2014	2360	Zman Productions, LLC	Music at Swim Event on 7/20/14	300.00
07/21/2014	DC-0721	Amazon.com	Supplies for EV	6.48
07/22/2014	DC-0722	Amazon.com	Supplies for Swim	56.23
07/24/2014	2361	Eagle County Clerk	License and Registration for Maint Trailer	153.87
07/24/2014	DC-0724	Loaded Joes	Events Meeting	3.00
07/25/2014	DC-0725	CustomInk T-Shirts	Merchandise for Swim	437.30
07/28/2014	2362	Oakley	Swim Merchandise	637.57
07/31/2014	DC-0731	Software King	New Computer Software for Maint	274.99
07/31/2014	DC-0731	Facebook	Facebook Advertising for July 2014	110.37
		<b>TOTAL</b>		<b>5,268.81</b>



# Eagle-Vail Metropolitan District

## Payables Check Run

### August 12 - 21, 2014

08/12/2014	08/12/2014	Colorado Department of Revenue	July Sales Tax	4,386.00
08/21/2014	36043	PUTNAM, LAURA A.	CSR	40.00
08/21/2014	36044	Vail Club 50	Pavilion refund	500.00
08/21/2014	36045	Jenna Franson	Pavilion refund	500.00
08/21/2014	36046	Rachel Nelson	Pavilion refund	500.00
08/21/2014	36047	ABC Parts, Inc.	Supplies for Maint Dept	109.57
08/21/2014	36048	AlSCO	Bar & Shop Towels for F&B & Maint	160.10
08/21/2014	36049	AlwaysMountainTime LLC	Radio Advertising	800.00
08/21/2014	36050	Baker-Colorado Publishing, LLC	Advertising	2,800.00
08/21/2014	36051	Best Approach Publications	Scorecards for Golf Course	1,442.53
08/21/2014	36052	Beverage Distributors	F&B liquor costs	751.18
08/21/2014	36053	Bonfire Brewing, LLC	F&B beer costs	118.08
08/21/2014	36054	Bridgestone Golf, Inc.	GS merchandise	448.88
08/21/2014	36055	Century Link	Telephone	375.89
08/21/2014	36056	CertiFresh Cigar	GS merchandise	440.25
08/21/2014	36057	Collett Enterprises, Inc.	Maint oil & gas/equip repairs	5,945.38
08/21/2014	36058	Collins Cockrel & Cole, P.C.	Legal	851.00
08/21/2014	36059	Colorado Golf and Turf, Inc.	Cart repairs	453.77
08/21/2014	36060	Colorado Golf Association	Dues	420.00
08/21/2014	36061	Colorado Mountain News Media	Advertising	1,900.00
08/21/2014	36062	Colorado Summit Magazine	Advertising	1,500.00
08/21/2014	36063	Colorado Women's Golf Association	Dues	150.00
08/21/2014	36064	Comcast Cable	Cable	180.98
08/21/2014	36065	Comcast Spotlight, LP	TV Advertising	1,554.00
08/21/2014	36066	Cool Radio LLC	Radio Advertising	1,250.00
08/21/2014	36067	David Thompson	Reimbursement for Foot Golf Supplies	249.87
08/21/2014	36068	Eagle River Water & Sanitation District	Water/sewer	5,291.16
08/21/2014	36069	Eco Irrigation & Landscaping	Landscaping in Parks	6,294.00
08/21/2014	36070	Edward Schoenbein	Reimbursement for F&B Supplies	347.06
08/21/2014	36071	Eisinger Smith, Inc.	GS merchandise	1,550.50
08/21/2014	36072	Footjoy	GS merchandise	1,271.10
08/21/2014	36073	Golf Enviro Systems, Inc.	Supplies for Maint Dept	7,338.00
08/21/2014	36074	Haas Rock Publications	Advertising	900.00
08/21/2014	36075	Holy Cross Energy	Electricity	10,316.59
08/21/2014	36076	Home Depot Credit Services	Misc Supplies for EV	500.51
08/21/2014	36077	Jamie Sadock, LLC	GS merchandise	1,830.65
08/21/2014	36078	JC Golf Accessories	GS merchandise	1,475.25
08/21/2014	36079	Kari A. Corbin	Swim lessons	336.00
08/21/2014	36080	L. L. Johnson Distributing Company	Supplies for Maint Dept	469.18
08/21/2014	36081	Maximum Comfort Pool & Spa, Inc.	Chemicals & Supplies for Pool	1,690.54
08/21/2014	36082	McMahan and Associates, L.L.C.	2013 Audit	11,100.00
08/21/2014	36083	Meridian Intermountain	Alarm System Repairs at EV Bldgs	446.50
08/21/2014	36084	Michel's Bakery	F&B food costs	680.64
08/21/2014	36085	Mountain Beverage Company	F&B beer costs	1,812.08
08/21/2014	36086	Mountain Draft	F&B beer costs	88.00
08/21/2014	36087	National Golf Foundation	Golf Course Membership	225.00
08/21/2014	36088	Nichols Interactive LLC	Marketing	459.52
08/21/2014	36089	Nicole Layman	CSR	160.00
08/21/2014	36090	Office Depot Credit Plan	Office supplies	150.44
08/21/2014	36091	Orkin	Exterminators	183.90
08/21/2014	36092	Orrison Distributing, Ltd	F&B beer costs	978.60
08/21/2014	36093	Potestio Brothers Equipment, Inc.	Supplies for Maint Dept	7.48

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**Eagle-Vail Metropolitan District**  
**Payables Check Run**  
**August 12 - 21, 2014**

08/21/2014	36094	Pylman & Associates, Inc.	Master Plan Work for EVMD	960.00
08/21/2014	36095	R&R Products, Inc.	Supplies for Maint Dept	141.57
08/21/2014	36096	R.N.D.C.	F&B liquor costs	353.85
08/21/2014	36097	Range Servant America, Inc.	Driving Range Supplies	183.38
08/21/2014	36098	Robertson & Marchetti, P.C.	Accounting	6,625.00
08/21/2014	36099	S&P Home Services LLC	Cleaning at Pavilion, Pool & Golf Course	2,013.00
08/21/2014	36100	San Isabel Telecom, Inc.	Telephone	374.94
08/21/2014	36101	Save The Moment	GS merchandise	87.00
08/21/2014	36102	Sign Design & Awnings LLC	Sign Riders for Post Blvd & Hwy 6 Sign	240.00
08/21/2014	36103	Skyline Mechanical, Inc.	A/C Unit Repair at Clubhouse	622.00
08/21/2014	36104	Southern Wine & Spirits of Colorado	F&B wine costs	301.00
08/21/2014	36105	Taylor Made Golf Company, Inc.	GS merchandise	933.84
08/21/2014	36106	Titleist	GS merchandise	2,322.18
08/21/2014	36107	Travis Mathew LLC	GS merchandise	782.50
08/21/2014	36108	U. S. Foods, Inc.	F&B food costs	5,509.08
08/21/2014	36109	UPS	Shipping	149.17
08/21/2014	36110	Vail Electronics	Alarm System Repairs at EV Bldgs	530.61
08/21/2014	36111	Vail Honeywagon	Trash	1,555.20
08/21/2014	36112	Vail Lights	Supplies for Maint Dept	67.92
08/21/2014	36113	Virginia Snowdon	Swim aerobics	120.00
08/21/2014	36114	Walmart Community	Misc Supplies for EV	674.20
08/21/2014	36115	Western Slope Supplies, Inc.	F&B food costs	823.20
08/21/2014	36116	Winfield Solutions, LLC	Supplies for Maint Dept	1,252.20
08/21/2014	36117	Wittek	Range Ball Washer Replacement	2,593.28
08/21/2014	36118	Xcel Energy	Gas	1,424.09
08/21/2014	36119	Xerox Corporation	Copying	380.15
08/21/2014	36120	BP Plumbing Heating LLC	Shower Valve Repair at Pool	127.50
		<b>TOTAL</b>		<b>114,877.04</b>



**EAGLE-VALE METRO DISTRICT**  
**PAYROLL SUMMARY**  
**PAYROLL DATE -- 9/05/14**

<u>Employee Name</u>	<u>Hours</u>	<u>Gross Payroll</u>	<u>FWT</u>	<u>Medicare</u>	<u>ICMA</u>	<u>SWT</u>	<u>Pre-Tax/ Dep Ins</u>	<u>Other</u>	<u>Net Payroll</u>
<b>Maintenance</b>									
Donald, James A	27.18	326.16		4.79	20.22				301.15
Garcia, Anselmo M	101.82	1,272.75	95.00	18.69	78.91	40.00			1,040.15
Goldberg, Fred W	57.28	630.08	35.00	9.25	39.06	17.00			529.77
Lenfest, Mark C	59.08	738.50	51.00	10.85	45.79	21.00			609.86
Lopez, Carlos	100.73	1,108.03	11.00	16.27	68.70	6.00			1,006.06
Reyes, Vidal R	53.17	611.46		8.98	37.91				564.57
Salazar, Christopher B	75.87	834.57	64.00	12.26	51.74	25.00			681.57
Scharnweber, Joel A	84.35	1,391.78	165.00	20.44	86.29	57.00			1,063.05
Taber, Andrew D	94.00	1,833.00	211.00	26.93	113.65	69.00			1,412.42
Velasco, Miguel L	100.30	1,203.60	35.00	17.68	74.62	17.00			1,059.30
Ventura, Emilio R	76.02	912.24	16.00	13.40	56.56	8.00			818.28
Viramontes, Omar L	94.13	1,223.69	37.00	17.98	75.87	18.00			1,074.84
Weyers, Scott M (59420)	85.05	1,275.75		18.74	79.10				1,177.91
Winters, Jeffery S	80.45	1,045.85	94.00	15.36	64.84	35.00			836.65
Wright, Joshua T	75.03	862.85	33.00	12.67	53.50	16.00			747.68

<b>Total Maintenance</b>	<b>1164.46</b>	<b>15,270.31</b>	<b>847.00</b>	<b>224.29</b>	<b>946.76</b>	<b>329.00</b>	<b>0.00</b>	<b>0.00</b>	<b>12,923.26</b>
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17,100.18

**Pro Shop**

Thompson, David M	Salary	1,512.00	310.00	55.39	233.80	107.00		2,258.97	3,064.78
Vancuren, Ben P	80.17	1,094.32	459.00	42.45	179.20	115.00		1,796.07	2,094.74
Wolk, Michael E	93.17	1,271.77	490.00	44.41	187.46	120.00		1,751.80	2,181.70
Addington, Stacy L	69.90	908.70	75.00	13.34	56.34	29.00			735.02
Calfee, Robert A	65.25	717.75	48.00	10.54	44.50	20.00			594.71
Cerveny, Taylor R	1.22	13.42		2.09	8.81			80.00	82.52
Cerveny, Taylor R (P3)	4.43	48.73							48.73
Cohen, Jason J (P3)	17.10	188.10	9.00	2.76	11.66	4.00			160.68
Cuomo, Remi A (P3)	10.27	112.97	2.00	1.66	7.00	1.00			101.31
Dade, Seth A	11.03	121.33	3.00	1.78	7.52	1.00			108.03
Devens, Christopher C	55.67	723.71	171.00	23.38	98.69	58.00		868.00	1,240.64
Harris, Michael M	11.83	130.13		1.91	8.07				120.15
Reed, Mary J (P3)	44.78	492.58		7.23	30.54				454.81
Rutherford, Zachary B (P3)									0.00
Williams, Michael D	61.73	740.76	51.00	10.88	45.93	21.00			611.95

<b>Total Pro Shop</b>	<b>526.55</b>	<b>8,076.27</b>	<b>1,618.00</b>	<b>217.82</b>	<b>919.52</b>	<b>476.00</b>	<b>0.00</b>	<b>6,754.84</b>	<b>11,599.77</b>
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9,158.00

**Outside Svcs**

Benson, Mark A	26.23	262.30		7.24	16.26				238.80
Bradshaw, Travis S	63.52	587.56	95.00	14.94	36.43	35.00			406.19
Brown, Beau E	75.92	873.08	152.00	20.78	54.13	52.00			594.17
Champion, Tom R ®	14.32	161.10		2.36	9.99				148.75
Cornwell, Robert L	84.48	971.52	184.00	21.83	60.23	62.00			643.46
Crisofulli, Tanner J	6.70	60.30	4.00	1.83	3.74	2.00			48.73
Dresser, Russell U ®	13.10	144.10		2.11	8.93				133.06
Edwards, John L ®	13.22	148.73		2.18	9.22				137.33
Faust, Timothy J ®	17.28	190.08	9.00	2.79	11.78	4.00			162.51
Gordon, Gregory L	13.42	150.98		3.78	9.36				137.84
Jones, Michael K	34.78	313.02	23.00	7.10	19.41	11.00			252.51
Kingston, Colin S	20.92	188.28	19.00	4.25	11.67	9.00			144.36
LaFaver, Sean R ®	9.13	100.43	50.00	1.47	6.23				42.73
Maloney, Kenneth J ®	36.03	405.34	14.00	5.96	25.13	7.00			353.25
Oliver, Charles J ®	23.15	254.65		3.74	15.79				235.12
Powell, Christopher B	61.33	551.97	84.00	13.85	34.22	31.00			388.90
Reffett, Douglas M	14.68	132.12	7.00	4.61	8.19	3.00			109.32
Rutherford, Zachary B	79.00	750.50	105.00	18.30	46.53	38.00			542.67

**EAGLE-VAIL METRO DISTRICT****PAYROLL SUMMARY**

PAYROLL DATE -- 9/05/14

Employee Name	Hours	Gross Payroll	FWT	Medicare	ICMA	SWT	Pre-Tax/ Dep Ins	Other	Net Payroll
Solarek, Gregory M ®	8.52	93.72	40.00	1.38	5.81	40.00			6.53
Stubeck, Michael A	68.77	618.93	84.00	16.18	38.37	32.00			448.38
Tarmey, Richard T ®	27.22	306.23		4.50	18.99				282.74
Van Loon, William A	22.83	222.59	14.00	5.80	13.80	7.00			181.99

<b>Total Outside Svcs</b>	<b>734.55</b>	<b>7,487.53</b>	<b>884.00</b>	<b>166.98</b>	<b>464.21</b>	<b>333.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,639.34</b>
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5807.96

**Swim**

Roberts, Joanne A	Salary	1,777.80	198.00	26.11	110.22	66.00			1,377.47
Caruso, Thomas A	18.25	187.06		2.75	11.60				172.71
Devito, Mathew P	8.22	98.64		1.45	6.12				91.07
Hall, Brett M	13.88	173.50		2.55	10.76				160.19
Herzog, Gretta R	5.53	52.54		0.78	3.26				48.50
Knoll, Daniel T	54.62	737.37	51.00	10.83	45.72	21.00			608.82
Kubik, Elizabeth C	16.18	153.71		2.26	9.53				141.92
O'Neill, Kylie L	16.07	152.67		2.24	9.47				140.96
O'Neill, MacKenzie L	20.72	196.84		2.89	12.20				181.75
Ozborn, Jeffrey D	82.18	1,314.88	79.00	19.31	81.52	35.00			1,100.05
Schlehuber, Patrick J	8.35	91.85		1.35	5.69				84.81
Schultheis, Wayne C	10.90	103.55	1.00	1.52	6.42	1.00			93.61
Sinikov, Zhivko M	33.35	400.20	14.00	5.88	24.81	7.00			348.51
Smith, Christie L				1.35	5.70			92.00	84.95
Van Dyke, Nicholas P	13.52	148.72	15.00	2.19	9.22	3.00			119.31
Zoller, Bradley S	46.07	506.77	24.00	7.45	31.42	11.00			432.90

<b>Total Swim</b>	<b>347.84</b>	<b>6,096.10</b>	<b>382.00</b>	<b>90.91</b>	<b>383.66</b>	<b>144.00</b>	<b>0.00</b>	<b>92.00</b>	<b>5,187.53</b>
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6801.82

**F&B**

Blitz, Devon M (h11)	10.75	96.75		2.18	6.00				88.57
Challis, Emily G (h11)	75.82	834.02	183.00	21.56	51.71	62.00			515.75
Cisneros, Vincent F (wh)	86.00	1,161.00	356.00	35.15	103.49	96.00		508.18	1,078.54
Conroy, Sophie C (h11)	24.22	217.98	14.00	5.79	13.51	7.00			177.68
Dooley, John F (wh)	48.95	501.74		13.05	31.11				457.58
Elhoffer, Elizabeth C (h11)	32.67	302.20	45.00	7.65	18.74	19.00			211.81
Guzzetti, Mathew A (wh)	13.18	135.10		2.78	8.38				123.94
Hessell, Jamie B (wh)	71.55	733.39	170.00	22.38	45.47	58.00			437.54
Mullen, Bridget L (h11)	21.33	191.97	4.00	4.20	11.90	2.00			169.87
Nellius, Lauren L (h11)	9.38	84.42	4.00	1.89	5.23	2.00			71.30
Nelson, Kirsten N (h11)	28.70	258.30		4.54	16.01				237.75
Oberley, Amy A (h11)	46.18	427.17	30.00	10.46	26.48	14.00			346.23
Sargent, Heather M (h11)	19.22	177.79	21.00	4.44	11.02	10.00			131.33
Schoenbein, Edward C (wh)	62.03	1,116.54	247.00	31.30	116.48	76.00		762.25	1,408.01
Vancuren, Hannah L (h11)	70.22	631.98	133.00	16.44	39.18	46.00			397.36

<b>Total F&amp;B</b>	<b>620.20</b>	<b>6,870.35</b>	<b>1,207.00</b>	<b>183.81</b>	<b>504.71</b>	<b>392.00</b>	<b>0.00</b>	<b>1,270.43</b>	<b>5,853.26</b>
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5,721.08

**Salaried**

Barber, Steve	Salary	3,318.00	212.00	43.74	132.72	77.00	300.96		2,551.58
Barnum, Brent	Salary	2,249.92	127.00	28.26	90.00	50.00	300.96		1,653.70
Brown, Ivan E	Salary	2,076.92	233.00	27.44	83.08	73.00	184.58		1,475.82
Hanley, Theodore	Salary	1,935.65	52.00	22.19	77.43	25.00	405.13	(69.68)	1,284.22
Layman, Jeffrey	Salary	3,896.69	543.00	50.32	233.80	114.00	426.08		2,529.49
O'Neill, Kristine	Salary	1,923.81	171.00	27.90	76.95	64.00		(173.07)	1,410.89
Putnam, Laura	Salary	1,346.15	46.00	15.15	107.69	22.00	300.96		854.35
Welsh, Ben	Salary	3,052.73	700.00	53.49	164.11	159.00	413.75	1,050.00	2,612.38
Directors (5) (8/21)		500.00	1.00	7.35	31.00				460.65

<b>Total Salaried</b>	<b>20,299.87</b>	<b>2,085.00</b>	<b>275.84</b>	<b>996.78</b>	<b>584.00</b>	<b>2,332.42</b>	<b>807.25</b>	<b>14,833.08</b>
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15,094.63

<b>T O T A L</b>	<b>64,100.43</b>	<b>7,023.00</b>	<b>1,159.65</b>	<b>4,215.64</b>	<b>2,258.00</b>	<b>2,332.42</b>	<b>8,924.52</b>	<b>56,036.24</b>
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59,683.67

# Eagle-Vail Metropolitan District

## Payables Check Run

September 4, 2014

Date	Num	Name	Description	Amount
09/04/2014	36121	PUTNAM, LAURA A.	CSR Work	80.00
09/04/2014	36122	Jeri Campisi	Pavilion refund	500.00
09/04/2014	36123	ABC Parts, Inc.	Supplies for Maint	241.43
09/04/2014	36124	Active Energies Solar, LLC	Solar Repairs at Pool	1,396.05
09/04/2014	36125	Alpine Engineering, Inc.	Phase I Work on Pavilion Park Renovations	2,150.00
09/04/2014	36126	Alsco	Bar & Shop Towels for F&B & Maint	131.75
09/04/2014	36127	AT&T Mobility	Cell phones	685.26
09/04/2014	36128	Benjamin Welsh	Reimbursement for Golf Supplies	716.79
09/04/2014	36129	Bridgestone Golf, Inc.	GS merchandise	1,937.51
09/04/2014	36130	CEBT	Health insurance	11,747.62
09/04/2014	36131	Century Link	Telephone	596.19
09/04/2014	36132	CertiFresh Cigar	GS merchandise	439.85
09/04/2014	36133	Collett Enterprises, Inc.	Maint oil/gas	4,533.35
09/04/2014	36134	Colorado Golf and Turf, Inc.	Cart repairs	1,324.69
09/04/2014	36135	Colorado Golf Association	Dues	120.00
09/04/2014	36136	Colorado Women's Golf Association	Dues	60.00
09/04/2014	36137	Doctors on Call, P.C.	Workmens comp	60.00
09/04/2014	36138	Eagle One Golf Products, Inc.	Supplies for Maint	119.43
09/04/2014	36139	Eco Irrigation & Landscaping	Landscaping in EV Parks	4,903.00
09/04/2014	36140	ESD Waste2Water, Inc.	Supplies for Maint	874.79
09/04/2014	36141	Footjoy	GS merchandise	165.45
09/04/2014	36142	Golf Enviro Systems, Inc.	Supplies for Maint	80.86
09/04/2014	36143	Haus of Grey LLC	GS merchandise	776.41
09/04/2014	36144	HD Supply Facilities Maintenance, Ltd.	Misc Supplies for EV	692.33
09/04/2014	36145	Home Depot Credit Services	Misc Supplies for EV	121.97
09/04/2014	36146	Inbox Solutions LLC	Internet	140.00
09/04/2014	36147	Integrated Design Solutions, LLC	Deposit on Climbing Bolder for Pavilion Park	11,127.50
09/04/2014	36148	Jamie Sadock, LLC	GS merchandise	191.58
09/04/2014	36149	JC Golf Accessories	GS merchandise	554.12
09/04/2014	36150	Johnie's Garden, Inc.	Monthly Maint on Flowers in EV Bus Center	1,210.50
09/04/2014	36151	Kirk & Matz, Ltd.	GS merchandise	718.21
09/04/2014	36152	L. L. Johnson Distributing Company	Supplies for Maint	673.55
09/04/2014	36153	Made in the Schade	Deposit on Playground Equip for Pavilion Park	35,187.50
09/04/2014	36154	Maximum Comfort Pool & Spa, Inc.	Chemicals & Repairs at Pool	3,961.52
09/04/2014	36155	Michel's Bakery	F&B food costs	291.05
09/04/2014	36156	Oakley	GS merchandise	106.74
09/04/2014	36157	Orrison Distributing, Ltd	F&B beer costs	330.15
09/04/2014	36158	Paramount Wildlife Management	Pest Control	240.00
09/04/2014	36159	Plumbing Systems, Inc.	Serv Call for Heat at Pool	125.00
09/04/2014	36160	Public Access 5	TV Recording of 3/20 & 4/17 Board Mtgs	500.00
09/04/2014	36161	R&R Products, Inc.	Supplies for Maint	1,188.90
09/04/2014	36162	S&P Home Services LLC	Cleaning for Golf Course & Pavilion	1,903.00
09/04/2014	36163	Steve Barber	Expense reimbursement	392.11
09/04/2014	36164	Straight Down Clothing	GS merchandise	253.12
09/04/2014	36165	Taylor Made Golf Company, Inc.	GS merchandise	760.34
09/04/2014	36166	Titleist	GS merchandise	1,253.58
09/04/2014	36167	U. S. Foods, Inc.	F&B food costs	2,110.82
09/04/2014	36168	UPS	Shipping	155.23
09/04/2014	36169	Vail Electronics	Alarm System Battery at Clubhouse	179.50
09/04/2014	36170	Virginia Snowdon	Swim aerobics	140.00
09/04/2014	36171	Western Slope Supplies, Inc.	F&B food costs	288.05

**Eagle-Vail Metropolitan District**  
**Payables Check Run**  
September 4, 2014

09/04/2014	36172	Xerox Corporation	Copying	389.29
09/04/2014	36173	Mountain Beverage Company	F&B beer costs	1,018.46
09/04/2014	36174	Office Depot Credit Plan	Office supplies	160.39
09/04/2014	36176	Walmart Community	Misc Supplies for EV	511.11
		<b>TOTAL</b>		<b>100,516.05</b>



**EAGLE-VAIL METRO DISTRICT**  
**PAYROLL SUMMARY**  
**PAYROLL DATE -- 9/19/14**

<u>Employee Name</u>	<u>Hours</u>	<u>Gross Payroll</u>	<u>FWT</u>	<u>Medicare</u>	<u>ICMA</u>	<u>SWT</u>	<u>Pre-Tax/ Dep Ins</u>	<u>Other</u>	<u>Net Payroll</u>
<b>Maintenance</b>									
Garcia, Anselmo M	95.12	1,284.12	97.00	18.86	79.62	41.00			1,047.64
Giles, Alex H	26.37	290.07	3.00	4.26	17.98	2.00			262.83
Goldberg, Fred W	35.45	389.95	13.00	5.73	24.18	6.00			341.04
Lenfest, Mark C	64.62	807.75	60.00	11.86	50.08	24.00			661.81
Lira, Aquiles J	28.32	311.52	21.00	4.58	19.31	10.00			256.63
Lopez, Carlos	87.42	961.62		14.13	59.62				887.87
Reyes, Vidal R	30.40	349.60		5.13	21.68				322.79
Salazar, Christopher B	56.03	616.33	34.00	9.05	38.21	16.00			519.07
Scharnweber, Joel A	49.27	812.96	84.00	11.94	50.40	31.00			635.62
Taber, Andrew D	96.95	1,890.53	224.00	27.77	117.21	71.00			1,450.55
Velasco, Miguel L	92.13	1,105.56	26.00	16.24	68.54	12.00			982.78
Ventura, Emilio R	74.00	888.00	14.00	13.04	55.06	7.00			798.90
Viramontes, Omar L	92.43	1,247.81	39.00	18.32	77.36	19.00			1,094.13
Weyers, Scott M (59420)	78.32	1,174.80		17.26	72.84				1,084.70
Winters, Jeffery S	54.58	709.54	47.00	10.43	43.99	20.00			588.12
Wright, Joshua T	55.15	634.23	12.00	9.32	39.32	6.00			567.59

<b>Total Maintenance</b>	<b>1016.56</b>	<b>13,474.39</b>	<b>674.00</b>	<b>197.92</b>	<b>835.40</b>	<b>265.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,502.07</b>
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*13,437.58*

**Pro Shop**

Thompson, David M	Salary	1,512.00	76.00	26.20	110.61	35.00		272.00	1,536.19
Vancuren, Ben P	41.93	572.34	30.00	8.41	35.49	14.00			484.44
Wolk, Michael E	39.01	532.49	26.00	7.82	33.01	12.00			453.66
Addington, Stacy L	41.18	535.34	26.00	7.87	33.19	12.00			456.28
Calfee, Robert A	11.87	130.57		1.92	8.10				120.55
Cohen, Jason J (P3)	12.15	133.65	4.00	1.96	8.29	2.00			117.40
Dade, Seth A	6.23	68.53		1.00	4.25				63.28
Devens, Christopher C	63.40	824.20	67.00	12.55	52.96	26.00		30.00	695.69
Reed, Mary J (P3)	25.77	283.47		4.16	17.58				261.73
Schulte, Jaime L	36.38	400.18	14.00	5.88	24.81	7.00			348.49
Williams, Michael D	61.07	732.84	50.00	10.76	45.44	21.00			605.64

<b>Total Pro Shop</b>	<b>338.99</b>	<b>5,725.61</b>	<b>293.00</b>	<b>88.53</b>	<b>373.73</b>	<b>129.00</b>	<b>0.00</b>	<b>302.00</b>	<b>5,143.35</b>
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*4,921.34*

**Outside Svcs**

Benson, Mark A	13.95	139.50		3.91	8.65				126.94
Bradshaw, Travis S	36.73	339.75	43.00	9.66	21.06	19.00			247.03
Brown, Beau E	73.45	844.68	136.00	19.20	52.37	47.00			590.11
Champion, Tom R ®	7.15	80.44		1.19	4.99				74.26
Cornwell, Robert L	70.50	810.75	149.00	18.23	50.27	51.00			542.25
Crisofulli, Tanner J	28.33	254.97	36.00	6.67	15.81	17.00			179.49
Dresser, Russell U ®	13.35	146.85		2.16	9.10				135.59
Edwards, John L ®	15.03	169.09		2.49	10.48				156.12
Faust, Timothy J ®	16.93	186.23	9.00	2.73	11.55	4.00			158.95
Gordon, Gregory L	13.33	149.96		3.82	9.30				136.84
Kingston, Colin S	28.47	256.23	33.00	6.30	15.89	15.00			186.04
LaFaver, Sean R ®	8.52	93.72	50.00	1.38	5.81				36.53
Maloney, Kenneth J ®	31.82	357.98	10.00	5.25	22.19	5.00			315.54
Oliver, Charles J ®	18.55	204.05		3.00	12.65				188.40
Powell, Christopher B	60.42	543.78	84.00	13.88	33.71	32.00			380.19
Reffett, Douglas M	17.57	158.13	4.00	4.25	9.80	2.00			138.08
Rutherford, Zachary B	96.35	915.33	143.00	22.19	56.75	50.00			643.39

**EAGLE-VAIL METRO DISTRICT**  
**PAYROLL SUMMARY**  
**PAYROLL DATE -- 9/19/14**

<u>Employee Name</u>	<u>Hours</u>	<u>Gross Payroll</u>	<u>FWT</u>	<u>Medicare</u>	<u>ICMA</u>	<u>SWT</u>	<u>Pre-Tax/Dep Ins</u>	<u>Other</u>	<u>Net Payroll</u>
Solarek, Gregory M ®	7.43	81.73	30.00	1.20	5.07	30.00			15.46
Stubeck, Michael A	30.28	272.52	8.00	7.12	16.90	4.00			236.50
Tarmey, Richard T ®	23.73	266.96		3.92	16.55				246.49
Van Loon, William A	14.12	137.67	2.00	3.83	8.54	1.00			122.30

<b>Total Outside Svcs</b>	<b>626.01</b>	<b>6,410.32</b>	<b>737.00</b>	<b>142.38</b>	<b>397.44</b>	<b>277.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,856.50</b>
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**Swim**

Roberts, Joanne A	Salary	2,666.50	406.00	39.17	165.32	105.00			1,951.01
Altenau, Claire A		55.12	826.80	63.00	12.14	51.26	25.00		675.40
Knoll, Daniel T		17.98	242.73		3.57	15.05			224.11
O'Neill, MacKenzie L		19.88	188.86		2.77	11.71			174.38
Ozbiir, Jeffrey D		13.97	223.52		3.29	13.86			206.37
Zoller, Bradley S		16.22	178.42		2.62	11.06			164.74

<b>Total Swim</b>	<b>123.17</b>	<b>4,326.83</b>	<b>469.00</b>	<b>63.56</b>	<b>268.26</b>	<b>130.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,396.01</b>
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**F&B**

Blitz, Devon M (h11)		9.55	85.95		1.72	5.33			78.90
Challis, Emily G (h11)		74.40	818.40	189.00	22.07	50.74	64.00		492.59
Cisneros, Vincent F (wh)		77.32	1,043.82	204.00	25.67	64.72	67.00		682.43
Conroy, Sophie C (h11)		12.23	110.07		2.73	6.82			100.52
Dooley, John F (wh)		40.03	410.31		10.43	25.44			374.44
Elhoffer, Elizabeth C (h11)		34.07	315.15	67.00	9.77	19.54	26.00		192.84
Guzzetti, Mathew A (wh)		5.53	56.68		0.96	3.51			52.21
Hessell, Jamie B (wh)		74.83	767.01	157.00	21.20	47.55	54.00		487.26
Mullen, Bridget L (h11)		10.35	93.15		2.08	5.78			85.29
Oberley, Amy A (h11)		36.33	336.05	28.00	10.13	20.84	13.00		264.08
Sargent, Heather M (h11)		19.97	184.72	22.00	4.63	11.45	10.00		136.64
Schoenbein, Edward C (wh)		44.97	809.46	93.00	17.25	50.19	34.00		615.02
Vancuren, Hannah L (h11)		81.80	736.20	165.00	19.72	45.64	57.00		448.84

<b>Total F&amp;B</b>	<b>521.38</b>	<b>5,766.97</b>	<b>925.00</b>	<b>148.36</b>	<b>357.55</b>	<b>325.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,011.06</b>
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**Salaried**

Barber, Steve	Salary	3,318.00	212.00	43.75	132.72	77.00	300.96		2,551.57
Barnum, Brent	Salary	2,249.92	127.00	28.26	90.00	50.00	300.96		1,653.70
Brown, Ivan E	Salary	2,076.92	233.00	27.44	83.08	73.00	184.58		1,475.82
Hanley, Theodore	Salary	1,935.65	52.00	22.19	77.43	25.00	405.13	(69.68)	1,284.22
Layman, Jeffrey	Salary	3,896.69	543.00	56.12	233.80	133.00	426.08	400.00	2,904.69
O'Neill, Kristine	Salary	1,923.81	171.00	27.90	76.95	64.00		(173.07)	1,410.89
Putnam, Laura	Salary	1,346.15	46.00	15.16	107.69	22.00	300.96		854.34
Welsh, Ben	Salary	3,052.73	448.00	38.27	122.11	113.00	413.75		1,917.60
Directors (4) (9/4)		400.00	1.00	5.87	24.80				368.33

<b>Total Salaried</b>	<b>20,199.87</b>	<b>1,833.00</b>	<b>264.96</b>	<b>948.58</b>	<b>557.00</b>	<b>2,332.42</b>	<b>157.25</b>	<b>14,421.16</b>
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<b>T O T A L</b>	<b>55,903.99</b>	<b>4,931.00</b>	<b>905.71</b>	<b>3,180.96</b>	<b>1,683.00</b>	<b>2,332.42</b>	<b>459.25</b>	<b>43,330.15</b>
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**Eagle-Vail Metropolitan District**  
**Petty Cash Disbursements**  
**August 2014**

Date	Num	Name	Description	Amount
08/03/2014	DC-0803	Bed Bath & Beyond	Shower Curtains for Pool	123.42
08/07/2014	DC-0807	Route 6	Jeff Layman Meeting	43.85
08/09/2014	DC-0809	Qdoba Mexican Grill	Food for Adult Swim on 8/9/14	508.00
08/17/2014	DC-0817	Village Warehouse Wines	Beer & Wine for Clam Bake	159.20
08/18/2014	DC-0818	Questionpro.com	Survey App for Golf Course	15.00
08/20/2014	DC-0820	Direct TV	Satelite TV at Clubhouse	241.98
08/22/2014	DC-0822	SloanRefills	Urinal Cartridge for Pool	56.69
08/22/2014	DC-0822	Conferencing	Conference call for mtg	18.62
08/26/2014	DC-0826	Avon Bakery	Employee Lunch for Team Bldg on 8/26/14	94.20
08/29/2014	DC-0829	Store Fixtures	Misc Supplies for Pool	27.56
08/31/2014	DC-0831	Facebook	Facebook Ads for EV	71.60
08/07/2014	2363	Nicole Layman	CSR Work for 7/24/14, 7/31/14 & 8/2/14	120.00
08/11/2014	2364	ALTENAU, CLAIRE A.	Graphic Design Work on Swim Team Logo	250.00
08/17/2014	2365	Zman Productions, LLC	Music for Clam Bake on 8/17/14	800.00
08/18/2014	2366	Loida Alegra Catering	Remaining Balance for Clam Bake Catering	975.00
		<b>TOTAL</b>		<b>3,505.12</b>



# Eagle-Vail Metropolitan District

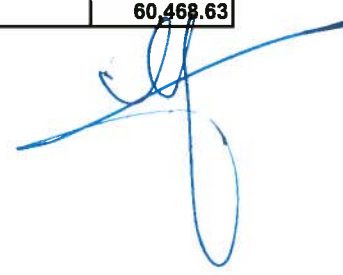
## Payables Check Run

September 10 - 18, 2014

Date	Num	Name	Description	Amount
09/18/2014	EFT-0918	Colorado Department of Revenue	Sales Tax-August	4,140.00
09/10/2014	36175	Eagle River Water & Sanitation District	Water/sewer	3,597.56
09/18/2014	36177	ROBERTS, JOANNE A.	Reimbursement for Pool Supplies	30.00
09/18/2014	36178	PUTNAM, LAURA A.	CSR Pavilion cleaning	80.00
09/18/2014	36179	Mary Ferero	CSR Pavilion cleaning	40.00
09/18/2014	36180	Liz Holguin	Pavilion refund	500.00
09/18/2014	36181	Amanda Knight	Pavilion refund	500.00
09/18/2014	36182	Lynnea Tamsen	Pavilion refund	500.00
09/18/2014	36183	Arwyn Becker	Pavilion refund	500.00
09/18/2014	36184	ABC Parts, Inc.	Equipment repairs	173.70
09/18/2014	36185	Alpine Lock & Safe	Lock Box Changes at Maint Bldg	95.00
09/18/2014	36186	Alsco	Bar & Shop Towels for F&B & Maint	132.71
09/18/2014	36187	Benjamin Welsh	Reimbursement for Google Ads & Golf Supplies	1,575.50
09/18/2014	36188	Beverage Distributors	F&B Liquor costs	119.05
09/18/2014	36189	Bonfire Brewing, LLC	F&B Beer costs	112.32
09/18/2014	36190	BP Plumbing Heating LLC	Replacement of Shower Handle at Pool	295.00
09/18/2014	36191	Bridgestone Golf, Inc.	GS merchandise	151.64
09/18/2014	36192	Callaway Golf	GS merchandise	145.93
09/18/2014	36193	Century Link	Telephone	375.89
09/18/2014	36194	Collins Cockrel & Cole, P.C.	Legal	213.00
09/18/2014	36195	Colorado Mountain News Media	Advertising	4,221.90
09/18/2014	36196	Comcast Cable	Cable TV	95.29
09/18/2014	36197	Comcast Spotlight, LP	TV Advertising	936.25
09/18/2014	36198	Cool Radio LLC	Radio Advertising	625.00
09/18/2014	36199	Eagle River Water & Sanitation District	Water/sewer	91.26
09/18/2014	36200	Eco Irrigation & Landscaping	Landscaping at EV Parks	5,088.00
09/18/2014	36201	Eisinger Smith, Inc.	GS merchandise	96.65
09/18/2014	36202	ESD Waste2Water, Inc.	Supplies for Maint Dept	149.70
09/18/2014	36203	Garden Center of Gypsum	Supplies for Maint Dept	226.31
09/18/2014	36204	Golf & Sport Solutions	Supplies for Maint Dept	846.21
09/18/2014	36205	Golf Enviro Systems, Inc.	Supplies for Maint Dept	1,229.80
09/18/2014	36206	Haus of Grey LLC	GS merchandise	891.85
09/18/2014	36207	Holy Cross Energy	Electricity	8,221.91
09/18/2014	36208	Home Depot Credit Services	Misc Supplies for EV	631.34
09/18/2014	36209	JC Golf Accessories	GS merchandise	497.36
09/18/2014	36210	L. L. Johnson Distributing Company	Supplies for Maint Dept	451.31
09/18/2014	36211	Maximum Comfort Pool & Spa, Inc.	Chemicals & Pool Service	948.04
09/18/2014	36212	Michel's Bakery	F&B Food costs	610.50
09/18/2014	36213	Mountain Beverage Company	F&B Beer costs	667.30
09/18/2014	36214	Mountain Draft	F&B Beer costs	63.60
09/18/2014	36215	Mozy, Inc.	Annual Server Payment	428.45
09/18/2014	36216	Office Depot Credit Plan	Misc Supplies for EV	69.23
09/18/2014	36217	Orkin	Exterminators	183.90
09/18/2014	36218	Orrison Distributing, Ltd	F&B Beer costs	822.65
09/18/2014	36219	Plumbing Systems, Inc.	Repairs to Water Heater at Pool	1,680.00
09/18/2014	36220	Public Access 5	TV Recording of 7/17/14 Reg Board Mtg	250.00
09/18/2014	36221	R&R Products, Inc.	Supplies for Maint Dept	304.40
09/18/2014	36222	R.N.D.C.	F&B Liquor costs	151.25
09/18/2014	36223	S&P Home Services LLC	Cleaning Services for Pavilion & Golf Course	2,068.00
09/18/2014	36224	San Isabel Telecom, Inc.	Telephone & Long Distance	352.34
09/18/2014	36225	Straight Down Clothing	GS merchandise	69.54

**Eagle-Vail Metropolitan District**  
**Payables Check Run**  
**September 10 - 18, 2014**

09/18/2014	36226	Titleist	GS merchandise	916.65
09/18/2014	36227	U. S. Foods, Inc.	F&B Food costs	5,198.41
09/18/2014	36228	UPS	Shipping	36.65
09/18/2014	36229	Vail Honeywagon	Trash	1,642.91
09/18/2014	36230	Walmart Community	Misc Supplies for EV	502.97
09/18/2014	36231	Western Slope Supplies, Inc.	F&B Food costs	181.30
09/18/2014	36232	Winfield Solutions, LLC	Supplies for Maint Dept	3,130.00
09/18/2014	36233	Xcel Energy	Gas	1,518.10
09/18/2014	36234	Zach Mahone	Photography for the Golf Course	800.00
09/18/2014	36235	Zero Waste USA	Supplies for Maint Dept	295.00
		<b>TOTAL</b>		<b>60,468.63</b>





- C. Bachelor Gulch Metropolitan District, under Section 9(b) of an Exclusion Agreement between Beaver Creek and Vail Associates, Inc., dated January 4, 1995; and
- D. Chateau St. Claire (now known as The Ascent), per a Water Service Agreement with Eagle-Vail, dated December 12, 1996, which is now annexed to and served through the Town of Avon.

**WHEREAS**, it is the responsibility of the Authority to provide a dependable legal and physical supply of water to the Contracting Parties in all reasonably foreseeable hydrologic conditions; and

**WHEREAS**, it is the responsibility of the Authority to meet its water service obligations to any third party it serves by contract.

**WHEREAS**, the Contracting Parties and the Authority now wish to replace the EA and the MSC, which are hereby known as the "Authority Agreement."

**NOW, THEREFORE**, in consideration of the mutual performance of the covenants, agreements and promises set forth hereinafter, the Contracting Parties agree to replace, amend and restate Agreement Establishing the Upper Eagle Regional Water Authority made on September 18, 1984 and as amended on April 1, 1985, and the Amended and Restated Master Service Contract made and entered into as of January 1, 1998, by this Authority Agreement to read in its entirety as follows:

#### **ESTABLISHMENT OF UPPER EAGLE REGIONAL WATER AUTHORITY**

1. **Effective Date.** The effective date of this Authority Agreement shall be January 1, 2014. As of the effective date of this Authority Agreement, the EA and the MSC are hereby superseded and all water rights activities and formal Board actions, consents and approvals of the Authority taken prior to the Effective Date are hereby ratified and affirmed, and any contracts or stipulations entered into or decrees obtained remain in full force and effect, except as provided in Paragraph 49. Such Board actions, consents and approvals shall include all formal actions of the Board and all contracts, stipulations, settlements, decrees and other water rights activities approved on behalf of the Authority by an authorized representative (including without limitation the Authority general manager or legal counsel), which actions were noticed to the Board in Authority Board meeting minutes or public Authority board meeting packets, or where copies of the contracts, stipulations, settlements, decrees or other water rights activities were given to the Authority Board ~~or its general manager~~ and no objection was raised. The organization of the Authority pursuant to law and the obligations incurred by and the bonds of such Authority issued after September 18, 1984, and the proceedings related thereto, are hereby validated.

be paid from revenues of the Authority during said period on any Obligations then outstanding in accordance with their terms.

- k. **"Debt Service Rate/Fees"** shall mean a billing rate that when applied to the Customer account's SFE factor, results in a portion of the charges due from the Customer to the Authority. Revenues collected by the Authority from Debt Service Fees are used by the Authority specifically to pay debt service on borrowed funds. ~~Any increase in the Debt Service Fee for a new bond issue must be approved by a majority, plus 1 (currently at least 5 of 6) of the governing bodies of the Contracting Parties to be effective.~~
- l. **"Depreciation and Replacement Expenses"** shall mean a charge to operations of the Cost of Authority Assets based on the calculated useful life of such Assets.
- m. **"Dwelling Unit"** shall mean a habitation of an average size.
- n. **"Obligations"** shall mean bonds, notes, or other evidences of borrowing by the Authority for purposes of acquiring or constructing Authority Assets or any bond, note or other borrowing executed and delivered to refund same.
- o. **"Operation and Maintenance Expenses"** shall mean all expenses incurred in the operation and maintenance of the Authority's Water System and normally recurring expenses incurred by the Authority in the conduct of its activities which are properly Authority costs under generally accepted accounting principles as applied to governmental units. Such term does not include Depreciation and Replacement Expenses or reserves therefor, or Debt Service on the Authority's Obligations, or principal of or interest on any other borrowing of the Authority.
- p. **"Plant Investment Fee"** shall mean the one-time charge per SFE for each property served by the Authority as a pro-rata share of the capital costs necessary to serve new development. Receipts from Plant Investment Fees may offset the Debt Service Fee unless the Board of Directors reserves such revenues for capital improvements in a Restricted Reserve Fund. Plant Investment Fee is subject to increases by the Board of Directors of the Authority as provided in subparagraph a of paragraph 23 of this Authority Agreement.
- q. **"Service Charge"** shall be the charge to each customer for Water Service by the Authority, which charge shall be calculated as provided in subparagraph b of paragraph 22 of this Authority Agreement. As so calculated, the Service Charge may be identified as the Water Usage Charge in Statements issued by the Authority.

securities will be sufficient for the payment of the financial obligations and outstanding bonds of the Authority and all expenses related thereto, including charges of any escrow agent.

Upon dissolution without conveyance of all Water Rights (as defined herein) and assets to a successor entity, the interests in Unallocated Water Rights (as defined herein) and net assets of the Authority shall be distributed to each Contracting Party in proportion to the average annual amount of treated water sold within the boundaries of each Contracting Party to the total annual amount of treated water sold to all Contracting Parties.

17. **Adding or Deleting Parties.** No party may be added to this Authority Agreement as a Contracting Party without the unanimous consent of all Contracting Parties authorized by a written document formally approved by the governing body of each Contracting Party. A party added as a Contracting Party shall be subject to such terms and conditions as the Board of Directors, in its sole discretion, may determine; provided, however, that a new Contracting Party shall be assessed a capital investment fee to cover its pro rata share of the costs of those capital assets previously purchased or constructed by the Authority for joint use by all Contracting Parties.

A Contracting Party may withdraw from this Authority Agreement by written document authorized by the governing body of such Contracting Party, which shall be presented to the Authority not earlier than June 1<sup>st</sup> or later than July 15<sup>th</sup> of any calendar year; provided, however, such withdrawing Contracting Party shall remain liable for any and all financial obligations and all indebtedness incurred pursuant to any contract between the Authority and the Contracting Party pursuant to which the Authority provides service to the Contracting Party and shall remain liable for its proportionate share of outstanding Obligations on the date of withdrawal. as defined in Section 16.

If a withdrawing Contracting Party wishes to no longer receive water service from the Authority and to reacquire the components of its individual Water System not used to provide water service to Customers of the Authority residing outside the jurisdictional boundaries of the withdrawing Contracting Party, the Authority and the withdrawing Contracting Party shall agree on terms regarding the re-conveyance of such components to the withdrawing Contracting Party and the ownership, use and maintenance of any components of the withdrawing Contracting Party's individual Water System used to provide water service to Customers of the Authority residing outside the jurisdictional boundaries of the withdrawing Contracting Party.

**AUTHORITY AGREEMENT**  
**AMENDING AND RESTATING THE**  
**AGREEMENT ESTABLISHING THE**  
**UPPER EAGLE REGIONAL WATER AUTHORITY**  
**AND THE MASTER SERVICE CONTRACT**

**THIS AMENDED AND RESTATED AGREEMENT**, (“Authority Agreement”) establishing the Upper Eagle Regional Water Authority (“Authority”) is made and entered into this       1<sup>st</sup>       day of       October      , 2014, by and among ARROWHEAD METROPOLITAN DISTRICT, TOWN OF AVON (its predecessor being the Avon Metropolitan District), BEAVER CREEK METROPOLITAN DISTRICT, BERRY CREEK METROPOLITAN DISTRICT, EAGLE-VAIL METROPOLITAN DISTRICT, and EDWARDS METROPOLITAN DISTRICT, all of which are municipal or quasi-municipal corporations of the State of Colorado, all of which are located in the County of Eagle, State of Colorado, ~~and which shall hereinafter be~~ (referred to individually as a “Contracting Party” and collectively as the “Contracting Parties.””).

**RECITALS**

**WHEREAS**, each of the Contracting Parties is authorized to own and operate water systems or facilities and is empowered to supply water for domestic and other public and private purposes by any available means, and to provide all necessary property, diversion works, reservoirs, treatment works and facilities, equipment and appurtenances incident thereto; and

**WHEREAS**, any combination of municipalities, special districts or other political subdivisions of this state that are authorized to own and operate water systems or facilities may establish, by contract with each other, a separate governmental entity, to be known as a water authority, to be used by the contracting parties to effect the development of water resources, systems, or facilities in whole or in part for the benefit of the inhabitants of such contracting parties or others at the discretion of the board of directors of the water authority, C.R.S. § 29-1-204.2 (the “Act”); and

**WHEREAS**, such contractual relationships between local governments are encouraged by Section 18(2)(a) and (b), Article XIV of the Colorado Constitution, Section 29-1-203, C.R.S., and Section 32-1-1001, C.R.S., to provide intergovernmental services and facilities, when authorized by their governing bodies; and

**WHEREAS**, the Authority was established by the Contracting Parties as a political subdivision and a public corporation of the State of Colorado, separate from the Contracting Parties and having the duties privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate, by the Agreement Establishing the Upper Eagle Regional Water Authority made on September 18, 1984 and as amended on April 1, 1985 ("EA"); and since its establishment, the Authority has been and shall continue to be used by the Contracting Parties to effect the development of water resources, systems, and facilities in whole or in part for the benefit of their inhabitants or others at the discretion of the Board of Directors of the Authority; and the Authority is now the largest water service provider in Eagle County and is governed by a board of directors appointed by the governing bodies of the Contracting Parties; and

**WHEREAS**, the Contracting Parties entered into an Amended and Restated Master Service Contract ("MSC") made as of January 1, 1998 ~~that remains in effect.~~ The Contracting Parties and the Authority desire to amend and restate the ~~Amended and Restated Master Service Contract~~ MSC and replace it by this Authority Agreement to re-affirm the conveyance of their individual Water Systems to the Authority and for simplification and accommodation of changes in operation and law; and

**WHEREAS**, the establishment of the Authority by the Contracting Parties in Eagle County, Colorado, has served a public purpose and has promoted the health, safety, prosperity, security and general welfare of the inhabitants and taxpayers of the Contracting Parties, Eagle County, and the State of Colorado; and

**WHEREAS**, the Authority provides treated water to customers of third parties by contract under substantially the same terms, conditions and costs under which it provides treated water to its Water Service Customers, as hereinafter defined. The third parties presently so served are:

- A. EMD Limited Liability Company, PVRT NOTT I LLC, PVRT NOTT II LLC, and PVRT NOTT III LLC, per agreement with Eagle-Vail originally dated May 15, 1997, with a First Amendment dated June 22, 1999, under which the Town of Avon has been substituted for Eagle-Vail to provide water service to the Village at Avon that has now been annexed to the Town of Avon;
- B. Kensington Partners, Stag Gulch Partners, and Galena Partners (collectively known as the Partnerships), per an Amended and Restated Water Service Agreement with Cordillera Metropolitan District as successor to Squaw Creek Metropolitan District to provide water service to the Cordillera service area;

- C. Bachelor Gulch Metropolitan District, under Section 9(b) of an Exclusion Agreement between Beaver Creek and Vail Associates, Inc., dated January 4, 1995; and
- D. Chateau St. Claire (now known as The Ascent), per a Water Service Agreement with Eagle-Vail, dated December 12, 1996, which is now annexed to and served through the Town of Avon.

**WHEREAS**, it is the responsibility of the Authority to provide a dependable legal and physical supply of water to the Contracting Parties in all reasonably foreseeable hydrologic conditions; and

**WHEREAS**, it is the responsibility of the Authority to meet its water service obligations to any third party it serves by contract.

**WHEREAS**, the Contracting Parties and the Authority now wish to replace the EA and the MSC, which are hereby known as the "Authority Agreement."

**NOW, THEREFORE**, in consideration of the mutual performance of the covenants, agreements and promises set forth hereinafter, the Contracting Parties agree to replace, amend and restate Agreement Establishing the Upper Eagle Regional Water Authority made on September 18, 1984 and as amended on April 1, 1985, and the Amended and Restated Master Service Contract made and entered into as of January 1, 1998, by this Authority Agreement to read in its entirety as follows:

#### **ESTABLISHMENT OF UPPER EAGLE REGIONAL WATER AUTHORITY**

1. **Effective Date.** The effective date of this Authority Agreement shall be January 1, 2014. As of the effective date of this Authority Agreement, the Agreement Establishing the Upper Eagle Regional Water Authority made on September 18, 1984 EA and as amended on April 1, 1985, and the Amended and Restated Master Service Contract made and entered into as of January 1, 1998 the MSC are hereby superseded and all water rights activities and formal Board actions, consents and approvals of the Authority taken prior to the Effective Date are hereby ratified and affirmed, and any contracts or stipulations entered into or decrees obtained remain in full force and effect, except as provided in Paragraph ~~49~~ 49. Such Board actions, consents and approvals shall include all formal actions of the Board and all contracts, stipulations, settlements, decrees and other water rights activities approved on behalf of the Authority by an authorized representative (including without limitation the Authority general manager or legal counsel), which actions were noticed to the Board in Authority Board meeting minutes or public Authority board meeting packets, or where copies of the contracts, stipulations, settlements, decrees or other water rights activities were given to the Authority Board and no objection was raised. The organization of the Authority pursuant to law and the

obligations incurred by and the bonds of such Authority issued after September 18, 1984, and the proceedings related thereto, are hereby validated.

2. **Term.** This Authority Agreement shall remain in effect until the Authority has no bonds, notes or other obligations outstanding in accordance with the terms of such obligations and the Contracting Parties unanimously consent to the dissolution of the Authority. The Initial Term of this Authority Agreement shall be ten (10) years ending on December 31, 2023, but such term shall be subject to automatic renewal and extension for successive ten (10) year terms thereafter unless all of the Contracting Parties unanimously approve changes to this Authority Agreement during any extended term to be effective on the first day of the extended term, including provision for payment of all bonds, notes and other obligations outstanding in accordance with their terms.

3. **Establishment of the Upper Eagle Regional Water Authority.** By contract with each other as authorized by the Act, the Contracting Parties do hereby ratify and affirm the establishment of the Upper Eagle Regional Water Authority ("Authority") on September 18, 1984, a political subdivision and a public corporation of the State of Colorado, separate from the Contracting Parties and having the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate. ~~Since its establishment, the Authority has been and shall be used by the Contracting Parties to effect the development of water resources, systems, and facilities in whole or in part for the benefit of their inhabitants or others at the discretion of the Board of Directors of the Authority.~~

~~For 30 years the~~The Contracting Parties have developed water resources, systems and facilities for the benefit of their inhabitants which are now owned or leased by and operated by the Authority to provide water service directly to Authority Water Service Customers residing within and without the jurisdictional boundaries of the Contracting Parties. ~~The Authority operates as the largest water service provider in Eagle County and is governed by a board of directors appointed by the governing bodies of the Contracting Parties.~~ The legislative power of the Authority is vested in its Board of Directors. The Board of Directors operates by a majority vote on some items, a super-majority (majority plus one) vote on other items and unanimous consent to add a Contracting Party or to modify this Authority Agreement. The Authority may continue to operate in perpetuity until rescinded or terminated by the Contracting Parties, except that such contract may not be rescinded or terminated so long as the Authority has bonds, notes, or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise has been made. Under the Act, the Authority's powers include, but are not limited to the power to make and enter into contracts; to employ agents and employees; to acquire, construct, manage, maintain, or operate water systems, facilities, works or improvements, or any interest therein; to

condemn property for public use as rights-of-way; to incur debts, liabilities, or obligations; to sue and be sued in its own name; to have and use a corporate seal; to fix, maintain, and revise fees, rates, and charges for functions, services or facilities provided by the Authority; to adopt, by resolution, rules and regulations respecting the exercise of its powers and the carrying out of its purposes; to exercise any other powers which are essential to the provision of functions, services or facilities by the entity and which are specified in this Authority Agreement; to do and perform any acts and things authorized by the Act under, through, or by means of an agent or by contracts with any person, firm or corporation; to permit other municipalities, special districts, or political subdivisions of this state that are authorized to provide water to enter the contract at the discretion of the Board of Directors, subject to fulfilling any and all conditions or requirements of the contract establishing the Authority, except that rates need not be uniform between the Authority and the Contracting Parties; and to provide for the rehabilitation of any surfaces adversely affected by the construction of water pipelines, facilities, or systems through the rehabilitation of plant cover, soil stability, and other measures appropriate to the subsequent beneficial use of such lands.

4. **Definitions.** The terms listed in this Paragraph shall have the meanings herein specified for all purposes of this Authority Agreement, and of any instrument or document appertaining hereto, except where the context, by clear implication otherwise requires.
- a. “**Act**” shall mean C.R.S. § 29-1-204.2, as amended, which provides for creation of, and establishes powers attendant to, water authorities.
  - b. “**Annual Budget**” shall mean, with respect to a Contract Year, the budget of the Authority prepared in accordance with Paragraph 25 hereof for such Contract Year, or, in the case of an amended Annual Budget, for the remainder of such Contract Year.
  - c. “**Annual Costs**” shall mean, with respect to a Contract Year, and to the extent not paid or to be paid from the proceeds of Obligations or other funds legally available to the Authority, the Cost of Authority Assets, and all costs and expenses of the Authority that are paid or incurred during such Contract Year and are allocable to Authority Assets, including, but not limited to, the payment of the Debt Service, the Operation and Maintenance Expenses, and all Depreciation and Replacement Expenses.
  - d. “**Authority**” shall mean the Upper Eagle Regional Water Authority.
  - e. “**Authority Assets**” shall mean the water rights and facilities owned by the Authority on the effective date of this Authority Agreement, including the

Contracting Parties' former Water Systems, and the shares in the Eagle Park Reservoir Company representing up to 579 acre-feet of Eagle Park Reservoir Project Yield water. Definition and scope of Authority Assets shall automatically be further modified in the future by water rights and facilities acquired by or disposed of by the Authority during the term of this Authority Agreement.

- f. **"Base Charge"** shall mean the amount charged each SFE irrespective of quantity of water used, which charge may be modified as provided in subparagraph a of paragraph 22 of this Authority Agreement.
- g. **"Cash-in-Lieu of Water Rights Fee"** shall mean a payment of cash in lieu of the dedication of water rights, in the discretion of the Authority's Board of Directors, sufficient to serve the applicant's proposed water demands and uses as required by the Authority's Board of Directors.
- h. **"Contract Year"** shall mean a year coterminous with the fiscal year of the Authority for the purpose of calculating Annual Costs.
- i. **"Costs of Authority Assets"** shall mean the Authority's capital costs properly attributable to the construction and other acquisition of Authority Assets, including, but not limited to:
  - (1) the cost of acquisition by or for the Authority of real or personal property or any interest therein;
  - (2) costs of physical construction, engineering, inspection, fiscal, and legal expenses relating to Authority Assets;
  - (3) interest which is estimated will accrue during the construction or other acquisition period and for a period not exceeding one (1) year thereafter on Obligations;
  - (4) any discount on the sale of the Obligations; costs of financial, professional, and other estimates relating to Authority Assets;
  - (5) any administrative, operating, and other expenses of the Authority prior to and during any acquisition period and for a period not exceeding one (1) year thereafter, attributable to Authority Assets as may be determined by the Board of Directors;
  - (6) all other expenses as may be necessary or incident to the financing, acquisition, improvement, equipping, and completion of Authority Assets and the placing of the same in operation; and

- (7) provision of reserves for working capital, Operation and Maintenance Expenses or for payment or security of principal or interest on the Obligations as the Board of Directors may determine.
- j. **“Debt Service”** shall mean, with respect to any period, the aggregate of the amounts of principal, interest and redemption premium, if any, required to be paid from revenues of the Authority during said period on any Obligations then outstanding in accordance with their terms.
- k. **“Debt Service Rate/Fees”** shall mean a billing rate that when applied to the Customer account’s SFE factor, results in a portion of the charges due from the Customer to the Authority. Revenues collected by the Authority from Debt Service Fees are used by the Authority specifically to pay debt service on borrowed funds. ~~Any increase in the Debt Service Fee for a new bond issue must be approved by a majority, plus 1 (currently at least 5 of 6) of the governing bodies of the Contracting Parties to be effective.~~
- l. **“Depreciation and Replacement Expenses”** shall mean a charge to operations of the Cost of Authority Assets based on the calculated useful life of such Assets.
- m. **“Dwelling Unit”** shall mean a habitation of an average size.
- n. **“Obligations”** shall mean bonds, notes, or other evidences of borrowing by the Authority for purposes of acquiring or constructing Authority Assets or any bond, note or other borrowing executed and delivered to refund same.
- o. **“Operation and Maintenance Expenses”** shall mean all expenses incurred in the operation and maintenance of the Authority’s Water System and normally recurring expenses incurred by the Authority in the conduct of its activities which are properly Authority costs under generally accepted accounting principles as applied to governmental units. Such term does not include Depreciation and Replacement Expenses or reserves therefor, or Debt Service on the Authority’s Obligations, or principal of or interest on any other borrowing of the Authority.
- p. **“Plant Investment Fee”** shall mean the one-time charge per SFE for each property served by the Authority as a pro-rata share of the capital costs necessary to serve new development. Receipts from Plant Investment Fees may offset the Debt Service Fee unless the Board of Directors reserves such revenues for capital improvements in a Restricted Reserve Fund. Plant Investment Fee is subject to increases by the Board of Directors of the Authority as provided in subparagraph a of paragraph 23 of this Authority Agreement.

- q. **“Service Charge”** shall be the charge to each customer for Water Service by the Authority, which charge shall be calculated as provided in subparagraph b of paragraph 22 of this Authority Agreement. As so calculated, the Service Charge may be identified as the Water Usage Charge in Statements issued by the Authority.
- r. **“Single Family Equivalent Unit (SFE)”** shall mean a use which is estimated to have an impact upon the Water System equal to that of the average usage of a Dwelling Unit, as determined by the Authority.
- s. **“Surcharge”** shall mean a charge unilaterally imposed by a Contracting Party ~~or the Authority~~ on a customer within any Contracting Party’s jurisdictional boundaries.
- t. **“Treated Water Storage Fee”** shall mean a fee charged to a customer for water storage facilities for property which is newly included into a Contracting Party, either by annexation, inclusion or contract, or property which has received an increase in its allowed density, which action has resulted in a need for additional treated water storage.
- u. **“Water Rights Cash-in-Lieu Fee”** shall mean a cash payment made in lieu of water rights dedication where water rights are not available to the developer to dedicate and payment of such Fee has been specifically and formally approved by the Board of Directors of the Authority.
- v. **“Water Rights Fund”** shall mean the fund or escrow of monies received for water rights purchases and expenses. Water Rights Cash-in-Lieu Fees and related revenues shall be deposited to this Fund.
- w. **“Water Service”** shall mean the Authority’s construction and other acquisition of Authority Assets, its diversion, storage, treatment, transmission of water for use by inhabitants of the Authority’s service area or others, and its maintenance of Authority Assets at all times in good and workable condition and available for such transmission.
- x. **“Water Service Customer”** shall mean customers of the Authority residing within and without the jurisdictional boundaries of the Contracting Parties receiving water service from the Authority.
- y. **“Water System”** shall mean all facilities and properties, real, personal, mixed or otherwise, now owned or hereafter acquired for provision of Water Service by any Contracting Party or the Authority through purchase, construction, or otherwise, and in any way appertaining thereto, whether situated within or without the limits of the Contracting Parties, or both

within or without the limits of the Contracting Parties, excluding water rights.

- z. **“Water Tap Fee”** shall mean the impact fee or similar development charge that may be imposed by a Contracting Party pursuant to C.R.S. § 29-20-104.5 to fund expenditures by such local government on water capital facilities needed to serve new development within its jurisdictional boundaries. Water Tap Fees shall, unless formally requested not to, be collected by the Authority and remitted to the Contracting Party imposing the Water Tap Fee for expenditure on capital facilities needed to serve the new development for which the Water Tap Fee was imposed.

5. **Purposes.** The purposes of the Authority are to supply water for domestic and other public and private purposes; to provide all necessary water diversion works, reservoirs, treatment works and facilities, equipment and appurtenances incident thereto; to effect the development of water resources, systems or facilities, in whole or in part, for the use and benefit of the Contracting Parties, their inhabitants, and others; and to provide efficient, effective, and reliable water service.
6. **Functions or Services.** The functions or services to be provided by the Authority are the provision of treated water to persons residing within the boundaries of the Contracting Parties and to others residing within the Service Area of the Authority and having a water tap served by the Authority’s water distribution system (collectively “Water Service Customers”), by:
- a. Acquiring raw water from the Contracting Parties, from others with whom the Authority contracts to furnish treated water, and from those persons or entities who have raw water available for treatment and use by the Contracting Parties or others.
- b. Acquiring, constructing, owning, reconstructing, improving, rehabilitating, repairing, operating, and maintaining by way of illustration and not limitation, the following: raw water diversion, transmission and storage facilities; water treatment facilities and treated water storage systems, together with any and all appurtenances thereto; or interests in any of the above-described facilities, for the purpose of diverting and delivering raw water to the treatment facilities, treating such water, and delivering treated water from the treatment facilities to the Authority’s Water Service Customers.
- c. Acquiring water rights and developing water resources for treatment, augmentation and use by the Contracting Parties, their inhabitants, and others.

- d. Selling treated water to the Authority's Water Service Customers.
- e. Providing such other services or functions as may be authorized by law and determined by the Authority Board of Directors, to be in the best interests of the Contracting Parties and the Authority's Water Service Customers.

7. **Powers of the Authority.** To enable the Authority to carry out its functions and provide the services described herein, the Authority, acting by and through its Board of Directors, shall have the following general powers:

- a. To develop water resources, systems and facilities, in whole or in part, for the benefit of the Contracting Parties and the Authority's Water Service Customers or others, at the discretion of the Board of Directors, subject to fulfilling the terms and conditions of this Authority Agreement.
- b. To acquire, own, construct, manage, maintain, or operate water systems, facilities, works, or improvements, or any interest therein.
- c. To acquire, hold, lease (as lessor or lessee), sell or otherwise dispose of any legal or equitable interest in real or personal property, including water rights, utilized for the purposes of raw water diversion, storage, transmission and treatment, storage and distribution of treated water, in the discretion of the Authority's Board of Directors.
- d. To conduct its business and affairs for the benefit of the Contracting Parties and its Water Service Customers, in the discretion of the Authority's Board of Directors.
- e. To enter into, make and perform contracts of every kind with other local governmental entities, the State of Colorado, or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind.
- f. To hire agents, including, but not limited to, engineers, attorneys, architects and consultants, and employees.
- g. To incur debts, liabilities or obligations to the extent and in the manner permitted by law, and borrow money and, from time to time, to make, accept, endorse, execute and deliver bonds, notes and other obligations of the Authority for moneys borrowed; or in payment for property acquired, or for any of the other purposes, services or functions of the Authority, as provided by law; and to the extent permitted by law, to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement or

other collateral instrument, or by other lien upon or assignment of all or any part of the properties, rights, assets, contracts, easements, revenues and privileges of the Authority; provided, however, in no event shall the Authority be authorized to encumber any interest in water rights assigned or leased to the Authority by a Contracting Party, unless authorized by the Contracting Party.

- h. To own, operate and maintain real and personal property and facilities in common with others, and to conduct joint, partnership, cooperative or other operations with others, and to exercise all powers granted herein in joint, partnership or cooperative efforts and operations with others.
- i. To condemn property for ~~public use as rights-of-way for the Authority's facilities, including, but not limited to pipelines, vaults, valves, pumps, water storage tanks, treatment facilities, electric utility services, and all appurtenances thereto; provided use as rights-of-way only if~~ such property is not owned by any public utility and devoted to public use pursuant to State authority.
- j. To adjudicate, operate and administer changes of water rights and plans for augmentation, and to keep appropriate records in connection therewith. The water rights held by or leased to the Authority shall be used in an integrated fashion for the benefit of all Authority members and contractees, such an integrated water system being one of the purposes for which the Authority was formed.
- k. To sue, and to be sued, in its own name.
- l. To have and use a corporate seal.
- m. To fix, maintain and revise fees, rates and charges for all water functions, services or facilities provided by the Authority; such rates and charges to be in such amount or amounts as necessary to provide for the acquisition or development of raw water, the operation and maintenance of Authority facilities, debt service and reserves, capital improvements and other obligations and expenses of the Authority. All Water Service Customers shall be charged at the same rate for treated water delivered to their water meter, unless non-uniformity of rates is required by bond covenants, and in such case, the non-uniformity of rates shall be subject to the approval of the Authority's Board of Directors. The requirement for uniform rates for the Water Service Customers shall not prohibit the Authority from a rate structure incorporating peak period pricing concepts or an increasing block or tier rate based upon per capita consumption rates. The Authority shall not utilize a declining block rate structure. The requirement for uniform

rates for the Water Service Customers shall not prohibit the Authority from entering into water service agreements with third parties providing for different fees, rates and charges in the discretion of the Board of Directors.

- n. To adopt, by resolution, rules and regulations respecting the exercise of its powers and carrying out of its purposes.
- o. To receive contributions, gifts, bequests or other grants of cash, equipment or services from the Contracting Parties or other entities, individuals, or political subdivisions.
- p. To do and perform any acts and things authorized by the Act under, through, or by means of an agent or by contracts with any person, firm, corporation or special district.
- q. Subject to approval of the governing bodies of the Contracting Parties as hereinafter provided, to permit other municipalities, special districts, or political subdivisions of this State that are authorized to supply water to enter the Authority Agreement as an additional Contracting Party at the discretion of the Board of Directors, subject to fulfilling any and all conditions or requirements of the Authority Agreement or requirements established by the Board of Directors; except that rates need not be uniform between the Authority and an additional Contracting Party.
- r. To provide for, if required, the rehabilitation of any surfaces adversely affected by the Authority's construction of water pipelines, facilities or systems through the rehabilitation of plant cover, soil stability, pavement, and other measures appropriate to the subsequent beneficial use of such lands.
- s. In general, to exercise all powers which are now, or hereinafter may be, conferred by law upon a water authority organized pursuant to the Act, or its contracting parties, or necessary, incidental, convenient or conducive to the attainment of its purposes and provision of its functions, services and facilities, subject to such limitations as are, or may be, prescribed by law or this Authority Agreement.

8. **Board of Directors.** The governing body of the Authority shall be the Board of Directors in which all legislative power of the Authority is vested.

- a. **Number:** The number of Directors shall be equal to the number of Contracting Parties (currently six). Each Contracting Party shall be entitled to fill one Director's position which shall be by appointment made by the governing body of that Contracting Party. Each Director shall be entitled to

cast one (1) vote. The Director representing a Contracting Party in default under the Authority Agreement shall lose voting rights until the default is cured.

- b. Appointment: The governing body of each Contracting Party shall appoint one (1) principal member of the Board of Directors, and one or more alternate members who, in the discretion of the Contracting Party, may or may not be an elected official of that Contracting Party. Such alternate member shall act and vote only in the absence of the principal member appointed by the same body.
- c. Term: Each Director shall serve at the pleasure of the governing body of the Contracting Party by whom he or she was appointed until replaced at the pleasure of that governing body.
- d. Vacancies: A vacancy occurring in the Board of Directors, whether such vacancy be the result of loss of eligibility, resignation, death, removal or disability, shall be filled in the same manner of appointment or selection as provided above.
- e. Compensation: Directors may receive compensation for their services within statutory limits, if any, as may be provided by resolution of the Board of Directors, and the Board of Directors, by resolution, shall provide for reimbursement to the Directors of their actual expenses incurred on behalf of the Authority.
- f. Regular Meetings: The Board of Directors, from time to time, may provide by resolution for the time and place of holding regular meetings without notice to the Directors, other than such resolution.
- g. Special Meetings: Special meetings of the Board of Directors may be held as often as the needs of the Authority require, upon notice to each Director as hereinafter provided.
- h. Notice of Meetings: Notice of the time and place designated for all regular meetings shall be posted in at least three public places within the Service Area of the Authority, and, in addition, one such notice shall be posted in the office of the Eagle County Clerk and Recorder. Such notices shall remain posted and shall be changed in the event that the time or place of such regular meetings is changed. Special meetings may be called by any director by informing the other directors of the date, time, and place of such special meeting, and the purpose for which it is called, and by posting notice as provided by law at least seventy-two hours prior to said meeting. Notice of any regular or special meeting may also be posted on the

Authority's website. All official business of the Board of Directors shall be conducted only during said regular or special meetings at which a quorum is present, and all said meetings shall be open to the public.

- i. **Waiver:** Whenever any notice is required to be given to any Director of the Authority under the provisions of law or this **Authority** Agreement, a waiver thereof in writing signed by such Director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board of Directors shall constitute a waiver by such Director of notice of such meeting, except when such Director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.
- j. **Quorum:** A majority of the Directors then in office shall constitute a quorum for the transaction of business; provided that, if less than a quorum is present, the Directors present may adjourn the meeting from time to time, provided, further, that the Secretary shall notify any absent Directors of the time and place of such adjourned meeting. Unless otherwise provided herein, the act of a majority of the Directors present at a meeting at which a quorum is present shall be an act of the Board of Directors.
- k. **Duties of the Board:** The duties of the Board of Directors shall be:
  - (1) To govern the business and affairs of the Authority.
  - (2) To exercise all powers of the Authority.
  - (3) To comply with the provisions of Part 1 (Local Government Budget Law of Colorado), Part 5 (Local Government Uniform Accounting Law) and Part 6 (Local Government Audit Law) of Article 1, Title 29 of C.R.S., as amended.
  - (4) To adopt a budget which complies with statutory and other restrictions imposed by law on the affairs of the Authority.
  - (5) To monitor, accept, authorize and/or approve the financial transactions of the Authority.
  - (6) To provide for the services of a firm of independent certified public accountants to audit and examine, at least annually, the financial records and accounts of the Authority, and to report thereupon to the Board of Directors.

- (7) To keep records of the Authority's proceedings.
- (8) To adopt such by-laws as appropriate for the conduct of its business not in conflict herewith.

9. **Officers.** The Officers of the Authority shall be a Chairman, Vice-Chairman, Secretary, Treasurer, and such other officers and assistant officers as may be authorized by the Board of Directors from time to time, to perform such duties as may be approved by the Board of Directors. The Chairman, Vice-Chairman and Treasurer shall be principal members of the Board of Directors, but the other Officers of the Authority need not be members of the Board.

- a. **Regular Elections and Term of Office:** At the first regularly scheduled meeting after regular special district elections, the members of the Board of Directors shall elect Officers who shall serve as Officers of the Authority until the next succeeding election of Officers or until their successors are elected and qualified. Vacancies or new offices may be filled at any meeting of the Board of Directors.
- b. **Removal:** Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors, with or without cause, whenever in its judgment the best interests of the Authority will be served thereby.
- c. **Duties of Officers:** In addition to duties designated by the Board of Directors, the duties of the officers shall include the following:
  - (1) **Chairman.** The Chairman shall preside at all meetings of the Board of Directors and, except as otherwise delegated by the Board of Directors, shall execute all legal instruments of the Authority.
  - (2) **Vice-Chairman.** The Vice-Chairman shall, in the absence of the Chairman, or in the event of his inability or refusal to act, perform the duties of the Chairman, and when so acting, shall have all the powers of, and be subject to all restrictions upon, the Chairman.
  - (3) **Secretary.** The Secretary shall maintain the official records of the Authority, including this **Authority** Agreement, by-laws, rules and regulations established by the Board of Directors, minutes of the meetings of the Board of Directors, and a register of the names and addresses of the Directors and Officers, and shall issue notice of meetings and attest and affix the corporate seal to all documents of the Authority.

- (4) **Treasurer.** The Treasurer shall serve as financial official of the Authority, and pursuant to the budget adopted by the Board of Directors governing the financial transactions of the Authority and the restrictions imposed by law, be responsible for the receipt, custody, investment and disbursement of the Authority's funds and securities, and for duties incident to the office of Treasurer.
- (5) **General Manager; Legal Counsel, Auditor and Special Consultants.** The Board of Directors may appoint a General Manager or contract with an administrator to serve in such capacity for such term and upon such conditions, including compensation, as the Board may establish, or the Board of Directors may enter into an Operations Agreement for management services as authorized by Section 28 of this Authority Agreement. The General Manager or administrator shall report directly to the Board of Directors of the Authority. Such General Manager or administrator shall have general supervision over the administration of the affairs, employees and business of the Authority and shall be charged with the hiring and discharging of employees and the management of the Authority properties. Such General Manager or administrator shall have the care and custody of the general funds of the Authority and shall deposit or cause to be deposited the same in the name of Authority in such banks or savings associations as the Board of Directors may select. Such General Manager or administrator will approve all vouchers, orders and checks for payment, and shall keep or cause to be kept regular books of account of all Authority transactions and shall obtain, at the Authority's expense, such bond for the faithful performance of his or her duties as the Board of Directors may designate. The Board of Directors may delegate such powers and duties to the General Manager or administrator as it deems appropriate, and authorize its General Manager to execute any contracts approved by the Board of Directors in each Contract Log, or otherwise in a formal meeting.
- The Board of Directors may also engage the services of General Counsel, Water Counsel, Special Counsel, the Auditor, and any special consultants as necessary to the management and operations of the Authority.
- (6) **Assistant Secretaries and Assistant Treasurers.** The Board may appoint such assistants as it deems necessary and appropriate.
- (7) **Miscellaneous.** The duties and functions of the Secretary and the Treasurer may be performed by a single individual who shall be a

principal member of the Board. If the individual performing the duties of Secretary is not a member of the Board of Directors, such individual may receive such compensation as is deemed appropriate by the Board of Directors.

- d. Bonds of ~~Offices~~Officers. The Treasurer and any other Officer or agent of the Authority charged with the responsibility for the custody of any of its funds or property shall give bond in such sum and with such surety as the Board of Directors shall determine. The Board of Directors, in its discretion, may also require any other Officer, agent or employee of the Authority to give bond in such amount and with such surety as shall be determined. The cost of such bond shall be an expense payable by the Authority.

10. **Indemnification of Directors, Officers and Employees.**

- a. Directors, Officers and Employees: Each Director, Officer or Employee of the Authority, whether or not then in office, and his or her personal representatives, shall be indemnified by the Authority to the extent permitted by law against all costs and expenses actually and necessarily incurred by him or her in connection with the defense of any action, suit or proceeding in which he or she may be involved or to which he or she may be made a party by reason of his or her being, or having been, such Director, Officer or Employee, except in relation to matters as to which he or she shall be finally adjudged in such action, suit or proceeding to be liable for willful negligence or misconduct in the performance of his or her duties. The Authority shall pay the costs and expenses actually and reasonably incurred by a Director, Officer or Employee in connection with the defense of any allegation, action and proceeding arising out of an act or omission of such person during the performance of such person's duties within the scope of such person's service or appointment, including reasonable attorneys' fees, where the action lies or could lie in tort, including any such action brought pursuant to Federal law in any court of this State, in accordance with the Colorado Governmental Immunity Act. As a prerequisite to such payment, the Director, Officer or Employee must furnish the District with an affidavit stating that the action against him or her is not purely personal; that, to his or her reasonable belief, the act or omission upon which the claim is based reasonably relates to the business affairs of the Authority; and that the Director, Officer or Employee acted in good faith and in a manner which a reasonable person would have acted under the circumstances and which was not opposed to the best interests of the Authority. However, the Authority shall not pay such judgment or settlement and shall seek reimbursement from the Director, Officer or

Employee for the actual costs of his or her defense, including actual attorneys' fees, where it is determined by a court of competent jurisdiction (a) that the injuries did not arise out of an act or omission of the Director, Officer or Employee occurring during his or her term of appointment or employment with the Authority and within his or her scope of duties or employment, or (b) that, unless otherwise expressly authorized by the Board of Directors of the Authority, the Director's, Officer's or Employee's act or omission was willful and wanton. Such costs and expenses shall include amounts reasonably paid in settlement for the purpose of curtailing the cost of litigation in the reasonable discretion of the Board. The foregoing right of indemnification shall not be exclusive of other rights to which the Director, Officer or Employee may be entitled as a matter of law or by agreement.

- b. **Payment:** All claims to be paid as a result of the indemnification provided hereunder shall be paid by the Authority or its insurer up to, but not to exceed the applicable limitations under the Colorado Governmental Immunity Act. The Authority specifically reserves any defenses which are available to any Director, Officer or Employee under the Colorado Governmental Immunity Act or by common law. The Authority may pay judgments and settlements in accordance with the Colorado Governmental Immunity Act even if sovereign immunity bars the action against the Authority.

11. **Prior Conveyances of Water Systems.** ~~Except for certain golf course water systems, the~~ The Contracting Parties and other parties served by contract have previously conveyed to the Authority their individual water systems, ~~except for certain golf course water systems, raw water storage and raw water irrigation systems, subject to existing agreements between the Authority and any Contracting Party.~~ The customers of the Contracting Parties thereby became Water Service Customers of the Authority. The Authority shall make Rules and Regulations concerning the operation of the Authority's Water System, except as to the amount of the Water Tap Fees and Surcharges. These Water Systems were accepted by the Authority in "as is" condition and (subject to any contract obligations) all future maintenance, repair and upgrade expenses became the obligations of the Authority, and not the obligations of the Contracting Parties or the third party served by contract. ~~The conveyance of water systems effected by the MSC is hereby ratified and confirmed.~~
12. **Water Rights.** The Contracting Parties have leased ~~and/or conveyed~~ to the Authority all of the Contracting Parties' right, title and interests in and to the Contracting Parties' water rights ~~and may lease, convey or assign additional water rights in the future~~ ("Water Rights"), including the right to use all diversion

ditches, pipelines, headgates and structures, reservoirs or other storage structures, pumps, casings, and other improvements and easements associated or used in connection with the Water Rights (the "Associated Improvements"), for the Authority's use in carrying out its functions and providing Water Service in accordance with the terms hereof. The provisions of such leases, as they have been and may be amended from time to time, or any conveyances or assignments are not intended to be modified by this Authority Agreement. The Authority shall maintain the Associated Improvements. The Contracting Parties shall have the right to continue to own their individual water rights and Associated Improvements, or to convey them to the Authority. The Authority shall be solely responsible for future adjudication and diligence proceedings for the Water Rights. The Contracting Parties affirmatively, provided that the respective Contracting Party shall have the right, but not the obligation, to participate in any proceeding in which its leased Water Rights are involved as a co-applicant for the purpose of monitoring such proceedings and to protect the respective Contracting Party's leased Water Rights. In the event a Contracting Party elects to participate as a co-applicant in any proceeding in which its leased Water Rights are involved, the Authority agrees that the filing, any pleadings, and any stipulation shall be subject to consent of the co-applicant Contracting Party, which consent shall not be unreasonably withheld. The election by a Contracting Party not to participate as a co-applicant in any adjudication, change or diligence proceeding involving leased Water Rights after receiving notice of such application or proceeding shall be deemed to constitute affirmative consent to the Authority's adjudication of any changes to the Water Rights that are deemed appropriate by the Authority, including, but not limited to, the type of use, place of use, points of diversion, and quantification of historic use. The Authority also agrees to administer each Contracting Party's leased augmentation plans or water transfer decrees according to the terms of the decrees, and use its best efforts to protect those leased Water Rights from injury, including the filing of statements of opposition in Water Courts as deemed appropriate by the Authority.

13. **Assets Held in Trust.** All assets and properties of the Authority shall be held in trust by the Authority for the Contracting Parties for the purposes herein mentioned, including the payment of liabilities of the Authority.
14. **Financial Obligations of the Authority.** The bonds, notes, and other obligations issued by the Authority shall not be the debts, liabilities, or obligations of the Contracting Parties because the Contracting Parties have provided for payment to the Authority of funds from proprietary revenues for water services rendered by the Authority; from proprietary revenues or other public funds as contributions to defray the costs of any its purposes; and from proprietary revenues or other public funds as advances for any purpose subject to repayment by the Authority. The Authority is authorized to issue bonds, notes, or other obligations payable solely

from the revenues derived from the function, service, system or facility or the combined functions, services, systems, or facilities of the Authority or from any other available funds of the Authority.

The terms, conditions and details of any bonds, notes, and other obligations of the Authority, the procedures related thereto, and the refunding thereof shall be set forth in the resolution authorizing said bonds, notes, or other obligations and, as nearly as may be practicable, shall be substantially the same as those provided in part 4 of article 35 of title 31, C.R.S., relating to water and sewer revenue bonds; except that the purposes for which the same may be issued shall not be so limited and except that said bonds, notes, and other obligations may be sold at public or private sale. Bonds, notes, or other obligations so issued by the Authority shall not constitute an indebtedness of any Contracting Party within the meaning of any constitutional or statutory limitations or other provision. Each bond, note, or other obligation so issued by the Authority shall recite in substance that said bond, note, or other obligation, including the interest thereon, is payable solely from the revenues and other available funds of the Authority pledged for the payment thereof and that said bond, note, or other obligation does not constitute a debt of the Authority or the Contracting Parties within the meaning of any constitutional or statutory limitation or provision. Notwithstanding any statutory provision to the contrary, such bond, notes, and other obligations of the Authority may be issued to mature at such times not beyond forty years from their respective issue dates, shall bear interest at such rates, and shall be sold at, above, or below the principal amount thereof, all as shall be determined by the Board of Directors of the Authority.

The resolution, trust indenture, or other security agreement under which any bonds, notes, or obligations of the Authority are issued shall constitute a contract with the holders thereof, and it may contain such provisions as shall be determined by the Board of Directors of the Authority to be appropriate and necessary in connection with the issuance thereof and to provide security for the payment thereof, including, without limitation, any mortgage or other security interest in any revenues, funds, rights, or properties of the Authority. To the extent permitted by law, the bonds, notes, and other obligations of the Authority and the income therefrom shall be exempt from taxation by the State of Colorado, except inheritance, estate, and transfer taxes.

15. **Consolidation of Two or More Contracting Parties.** If any two (2) or more of the Contracting Parties consolidate either their water service function or all of their respective functions, then, in that event, the entity in existence, after court approval of such consolidation, shall be the successor in interest to all those Contracting Parties which have been so consolidated. Upon issuance of a court order establishing a consolidated entity, those Contracting Parties consolidating

shall no longer be entitled to separate representation on the Authority's Board of Directors. Instead, the consolidated entity shall be entitled to one (1) principal member on the Board of Directors whose selection and term shall be as provided herein. As successor in interest, the consolidated entity shall have all rights, powers, duties, and obligations hereunder as the original Contracting Parties.

16. **Dissolution of the Authority.** Dissolution (including any sale of Authority Assets) shall require the unanimous consent of the Contracting Parties and provision for a successor entity or entities that will continue to provide service to the Water Service Customers. If the Authority then has financial obligations or outstanding bonds, any provision for dissolution shall specifically provide either that all such financial obligations shall be paid in full by the Authority or that funds or securities meeting the investment requirements established in part 6 of article 75 of title 24, C.R.S., shall be placed in escrow, prior to dissolution, in a state or national bank within this state having trust powers and which is a member of the federal deposit insurance corporation and stating that such funds or securities will be sufficient for the payment of the financial obligations and outstanding bonds of the Authority and all expenses related thereto, including charges of any escrow agent.

16. Upon dissolution without conveyance of all Water Rights (as defined herein) and assets to a successor entity, the interests in unallocated water rights Unallocated Water Rights (as defined herein) and net assets of the Authority shall be distributed to each Contracting Party in proportion to the average annual amount of treated water sold within the boundaries of each Contracting Party to the total annual amount of treated water sold to all Contracting Parties.

17. **Adding or Deleting Parties.** No party may be added to this Authority Agreement as a Contracting Party without the unanimous consent of all Contracting Parties authorized by a written document formally approved by the governing body of each Contracting Party. A party added as a Contracting Party shall be subject to such terms and conditions as the Board of Directors, in its sole discretion, may determine; provided, however, that a new Contracting Party shall be assessed a capital investment fee to cover its pro rata share of the costs of those capital assets previously purchased or constructed by the Authority for joint use by all Contracting Parties.

A Contracting Party may withdraw from this Authority Agreement by written document authorized by the governing body of such Contracting Party, which shall be presented to the Authority not earlier than June 1<sup>st</sup> or later than July 15<sup>th</sup> of any calendar year; provided, however, such withdrawing Contracting Party shall

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remain liable for any and all financial obligations and all indebtedness incurred pursuant to any contract between the Authority and the Contracting Party pursuant to which the Authority provides service to the Contracting Party and shall remain liable for its proportionate share of outstanding Obligations on the date of withdrawal, as defined in Section 16.

If a withdrawing Contracting Party wishes to no longer receive water service from the Authority and to reacquire the components of its individual Water System not used to provide water service to Customers of the Authority residing outside the jurisdictional boundaries of the withdrawing Contracting Party, the Authority and the withdrawing Contracting Party shall agree on terms regarding the re-conveyance of such components to the withdrawing Contracting Party and the ownership, use and maintenance of any components of the withdrawing Contracting Party's individual Water System used to provide water service to Customers of the Authority residing outside the jurisdictional boundaries of the withdrawing Contracting Party.

Upon withdrawal, a withdrawing Contracting Party shall have no further interest, right or title in or to any assets or equity of the Authority, and shall forfeit its status as a "Contracting Party" with regard to its Board of Directors position and voting rights inherent therein, unless there is a specific agreement to the contrary; provided, however, that the following shall immediately vest in such withdrawing Contracting Party:

- a. Any water rights conveyed, assigned, leased or otherwise contributed to the Authority by such withdrawing Contracting Party or by the withdrawing Contracting Party's predecessor for the purpose of providing water service to that Contracting Party's water service area, which shall vest in the withdrawing Contracting Party by the Authority reconveying or reassigning such water rights to the withdrawing Contracting Party or terminating the lease to such water rights.
- b. Any direct flow or storage water rights that are owned by the Authority and originally conveyed, assigned or otherwise contributed or paid for by a third party or otherwise allocated by the Authority to any withdrawing Contracting Party in return for a commitment to provide water service to a given parcel or parcels of property located within the boundaries of the withdrawing Contracting Party shall immediately vest in the withdrawing Contracting Party. Such vesting shall occur by the Authority reconveying or reassigning such water rights to the withdrawing Contracting Party.
- c. The amount of Eagle Park Reservoir water owned by the Authority and allocated to any withdrawing Contracting Party in the Eagle Park Reservoir

Agreement dated October 23, 1996, among the Authority and the Contracting Parties shall immediately vest in any withdrawing Contracting Party. Such vesting shall occur by the Authority assigning the shares of stock in the Eagle Park Reservoir Company for such amount of Eagle Park Reservoir water to the withdrawing Contracting Party.

- d. The amount of Green Mountain Reservoir water available to the Authority under a valid contract with the Bureau of Reclamation and allocated to any withdrawing Contracting Party, if any, in the decree of the District Court in and for Water Division No. 5 in Case No. 92CW291 shall be assigned by the Authority to the withdrawing Contracting Party. The Authority shall request such assignment and implement the effect of such assignment as soon as possible after the date of withdrawal.

The foregoing are hereinafter the “Allocated Water RightRights.”

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18. **Water Rights Report.** The foregoing categories of water rights shall be identified in the water rightrights report entitled the “Analysis of Water Rights, Future Water Use, and Related Water Rights Issues” prepared for each Contracting Party and updated immediately and thereafter every two years by the Authority’s water counsel and water resource engineer (the “Water RightRights Reports”). The Water RightRights Reports shall also identify any other direct flow water rights that are owned by the Authority and not originally conveyed by a Contracting Party, and any other storage water rights that are owned or leased by the Authority and not originally conveyed or assigned by a Contracting Party (the “Unallocated Water Rights”). The Unallocated Water Rights shall not be conveyed or assigned to a withdrawing Contracting Party and shall be retained by the Authority for its use and for the benefit of the remaining Contracting Parties. If the Contracting Party’s Allocated Water Rights significantly change in type or quantity during the interim between such updates, the Authority will revise the list of water rights allocated to that Party and provide a copy of such revised list to the Contracting Parties.

#### **WATER SERVICE BY THE AUTHORITY**

19. **Water Service.** The Authority agrees to sell and furnish to persons and entities which are present and future customers of the Water System, all Water Service as these Water Service Customers shall reasonably require, subject to any use limitations then in effect and to the extent that the Authority shall have the capacity to provide such Water Service. The Water Service Customers shall pay the Authority the Base Charge, Debt Service Charge and Service Charges for all Water Service provided by the Authority; provided, however, that the obligation to pay for all such Water Service shall be and is an obligation of the Water Service

Customers during the term hereof and, except as provided in Paragraph 49, is not a lien, charge or liability against the Contracting Parties or against any property or funds of the Contracting Parties, and the obligations to pay the Authority for all Water Service furnished hereunder does not constitute a debt, liability or obligation of the Contracting Parties and the Contracting Parties are not required to pay such obligation. The Water Service Customers shall make and pay for all connections to the Authority's Water System.

The Contracting Parties shall have the obligation continuously to provide rights to raw water to the Authority, in amounts which are adequate to allow provision of Water Service to present and future customers of the Authority who connect to the portion of the Authority's Water System within each Contracting Party's jurisdictional boundaries. It is mutually understood the Authority will acquire or design and construct such Authority Assets and all necessary appurtenances thereto, so as to enable it reasonably to provide all Water Service to its Water Service Customers, present and future as part of an integrated water supply system.

20. **Covenants and Representations of the Authority and the Contracting Parties.**

- a. The Authority shall use reasonable diligence to provide Water Service hereunder and shall maintain the Authority's Water System in good condition at all times. It is the intent of this Authority Agreement that the Authority provide water to the present and future Water Service Customers of the Authority and third parties which is treated to meet State and/or Federal Safe Drinking Water Standards and in compliance with environmental laws and regulations. If operation of the Water System shall be interrupted, or become defective by reason of *force majeure*, the Authority shall not be liable therefor or for damages caused thereby.
- b. The Authority shall diligently enforce and take all reasonable steps, actions and proceedings necessary for the enforcement of all terms, covenants and provisions of this Authority Agreement.
- c. The Authority covenants and agrees that it will operate, maintain and manage the Authority's Water System or cause the same to be operated, maintained and managed in an efficient and economical manner, consistent with sound municipal utility practice and in accordance with standards normally used by municipal utilities owning like properties to provide efficient, effective, and reliable water service.
- d. The Contracting Parties covenant to provide to the Authority adequate rights to raw water from their Water Rights or any other source, to allow continuous provisions of adequate Water Service to the present and future

Water Service Customers of the Authority, and to meet Authority's obligations under this Authority Agreement. The Contracting Parties represent that their Water Rights and related interests are free and clear of all liens and encumbrances and, subject to physical availability of water, are sufficient to provide for all water needs of the Contracting Parties within their present boundaries, but recognize the Authority may use their water rights throughout the Authority's integrated water service system.

- e. The provisions of this Authority Agreement are covenants of the Contracting Parties and the Authority for the benefit and protection of the Authority, the Contracting Parties and the owners and holders of Obligations, it being recognized that the owners and holders of such Obligations shall be third-party beneficiaries of such covenants, and it is understood by the Contracting Parties that the initial purchaser of any issue of Obligations has and will agree to the purchase of Obligations conditioned upon these covenants.
- f. For and in consideration of the payments to be made by the present and future Water Service Customers of the Authority under this Authority Agreement, the Authority agrees to use reasonable diligence to provide Water Service to the present and future Water Service Customers of the Authority under the terms of this Authority Agreement, and such payments by the present and future Water Service Customers of the Authority shall be in consideration for the Authority's agreement to provide such Water Service.

21. **Rate Covenant.** The Board of Directors of the Authority shall establish, maintain and collect from present and future Water Service Customers of the Authority and third parties, reasonable Plant Investment Fees, Water Storage Fees, Base Fees and Service Charges for the Water Service provided which shall produce revenues at least sufficient, together with other revenues legally available to the Authority, to enable the Authority to provide Water Service to present and future Water Service Customers of the Authority and third parties and to comply with any rate maintenance covenants of Obligations.

22. **Water Use Fees.** Periodic fees and charges imposed by the Authority for the use of water may include the following:

- a. **Base Charge.** The Board of Directors of the Authority shall establish the Base Charge to be paid monthly by every Water Service Customer and which shall mean the amount charged each SFE irrespective of quantity of water used. The Base Charge is subject to increases by the Board of Directors of the Authority, provided that such increases do not exceed the

increase(s) in the Denver-Boulder-Greeley Consumer Price Index since December 31 of the calendar year in which the Base Charge was previously increased. If the proposed increase exceeds the increases in the Denver-Boulder-Greeley Consumer Price Index since December 31 of the calendar year in which the Base Charge was previously increased, such increase must be approved by ~~a majority plus one (currently at least five unanimous vote or consent of all of the six) of the governing bodies of the Contracting Parties~~Authority Board Members to be effective.

b. **Service Charge.** The Service Charge of the Authority to its Water Service Customers shall be:

- (1) non-discriminatory;
- (2) fair and reasonable; and
- (3) adequate (after taking into consideration other moneys available or anticipated to be received) in each Contract Year so that the Service Charges in each Contract Year shall be at least equal to:
  - (i) Operation and Maintenance Expenses;
  - (ii) An amount equal to 110% of the debt service requirements for such Contract Year on or with respect to the outstanding Obligations payable from the revenue of the Authority unless the debt service is otherwise provided for;
  - (iii) An amount equal to any payments required to be made to any reserve fund, on or with respect to the outstanding Obligations payable from the revenues of the Authority;
  - (iv) An amount equal to current costs of improvements to the Authority's Water System, excluding major capital additions, made in the ordinary course of business; and
  - (v) Any amounts required to meet then existing deficiencies pertaining to any fund or account relating to any outstanding Obligations, including any deficiencies in any bond reserve funds and any operations reserve funds.
- (4) The Service Charge shall be determined by dividing the estimated Annual Costs to treat and deliver water by the estimated annual amount of water treated and delivered to all the Parties and third parties served by the Authority. The resulting average water cost is

then used to establish the rates to be charged for each tier in the Authority's tiered rate structure where the rate charged for water use increases as more water is used. The objective is to recover the Annual Costs through the sale of water to all customers.

- (5) If the Board of Directors of the Authority proposes to establish a new Service Charge, other than in connection with an Annual Budget, it shall give the Contracting Parties and third parties written notice that it is establishing a new Service Charge for Water Service, setting forth such Charge, on a date certain which shall not be less than thirty (30) days from the mailing of the notice of each Contracting Party and third party, all such notices to be mailed simultaneously.

- c. **Debt Service Fees.** ~~The Any new Debt Service Fee shall require unanimous vote or consent of all Authority Board Members. Once established, the~~ Board of Directors of the Authority shall ~~establish~~ ~~acalculate the~~ debt service billing rate that when applied to the Customer account's SFE factor, results in collection of the charges due from the Customer to the Authority for its proportionate share of the Authority's Debt Service. Revenues collected by the Authority from Debt Service Fees shall be used by the Authority specifically to pay debt service on borrowed funds.

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- d. **Differential Service Charge.** The Board of Directors of the Authority may establish and ~~unilaterally~~ impose a Differential Service Charge on a customer or an area served by the Authority to accommodate a differential cost of service or capital facility needs of said area. Notice of such Differential Service Charge shall be given in writing to the Contracting Party whose territory includes the area in which the Differential Service Charge shall be imposed; ~~and no such Differential Service Charge shall be effective if the affected Contracting Party objects within thirty (30) days of receipt of such notice.~~

- e. **Surcharges.** A charge may be unilaterally imposed by a Contracting Party ~~or the Authority~~ on a customer within that Contracting Party's jurisdictional boundaries that is to be collected by the Authority.

23. **New Development / Facility Expansion Fees.** Fees and charges imposed or collected by the Authority may include the following:

- a. **Plant Investment Fee.** The Board of Directors of the Authority ~~by~~ ~~unanimous vote or consent~~ shall establish a Plant Investment Fee which shall be the one time charge per SFE to each property served by the

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Authority required to be paid to connect to the Authority's Water System. The Plant Investment Fee is imposed for recovery of capital investments associated with ~~major components of the Water System. The assessment is based on the particular impact of the facility being connected. The Plant Investment Fee is subject to increases by the Board of Directors of the Authority, provided that such increases do not exceed the increase(s) in the Denver-Boulder-Greeley Consumer Price Index since December 31 of the calendar year in which the Plant Investment Fee was previously increased. If the proposed increase exceeds the increases in the Denver-Boulder-Greeley Consumer Price Index since December 31 of the calendar in which the Plant Investment Fee was previously increased, such increase must be approved by a majority plus one (currently at least five of the six) of the directors of the Authority to be effective; provided, however, any~~capital components of the Water System, and shall be calculated and accounted for as required by C.R.S. § 29-1-801, *et seq.* related to development charges for capital expenditures. Specifically, the Plant Investment Fee shall be based upon capital improvements necessitated by the use to be connected to the Water System, or the change in use of an existing service. Any proposal to increase the Plant Investment Fee shall be introduced at least forty-five (45) days prior to the date of its approval by the Board of Directors and written notice of such change shall be given to ~~the governing body of each Contracting Party at least thirty (30) days prior to approval by the Board of Directors.~~all of the Authority Board Members at the time of introduction. Adoption of the increased Plant Investment Fee shall require a unanimous vote or consent of all the Authority Board Members.

- b. **Treated Water Storage Fees.** The Contracting Parties have adopted a system of assessing Treated Water Storage Fees. Such Fees shall be assessed by and collected and retained by the Authority as provided by the Rules and Regulations of the Authority.
- c. **Cash-in-Lieu of Water Rights Fee.** A Cash-in-Lieu of Water Rights Fee may be established by the Board of Directors as a payment of cash in lieu of the dedication of water rights, in the discretion of the Authority's Board of Directors, sufficient to serve the proposed water demands and uses of an applicant for water service from the Authority.
- d. **Water Tap Fee.** A Water Tap Fee may be established unilaterally by a Contracting Party as herein provided (see Definitions) for a specific period of time and ~~may will~~ be collected by and remitted to that Contracting Party by the Authority to fund expenditures by such local government on water capital facilities needed to serve new development within its jurisdictional boundaries.

- e. **Line Extensions and System Additions.** Extensions of existing lines and construction of System additions may be approved by the Authority and the cost of the extension or construction may be passed on to developers. When constructed and accepted by the Authority, such line extensions and system additions shall become part of the Authority's Water System.
24. **Easements.** The Contracting Parties mutually agree that the Authority or its agent shall have full access to or over any easement, right-of-way or property granted to or held by the Contracting Parties for purposes of water mains and all appurtenances thereto if, and to the extent, required by the Authority for any and all purposes required for the Authority Assets.
25. **Annual Budget.** In compliance with the provisions of Part 1 (Local Government Budget Law of Colorado), Part 5 (Local Government Uniform Accounting Law) and Part 6 (Local Government Audit Law) of Article 1, Title 29 of C.R.S., as amended,
- a. The Authority shall prepare, or cause to be prepared, an Annual Budget which shall itemize estimates of Annual Costs and all revenues, income or other funds to be applied to such Annual Costs for and applicable to each Contract Year. The Authority shall prepare such Annual Budget in a timely fashion, which will allow the Contracting Parties and the Authority to comply with applicable budget laws.
- b. The Authority, prior to the beginning of each Contract Year, shall adopt the Annual Budget for such Contract Year, and the Service Charges for such Contract Year, and shall cause copies of such Annual Budget and the schedule of Service Charges to be promptly delivered to the Contracting Parties.
- c. If at any time or from time to time after the adoption of the Annual Budget in accordance with subparagraphs a. and b. of this paragraph, the Authority estimates that the actual Annual Costs or revenues for the Contract year, or any part thereof for which such Annual Budget applies, will be greater or less than the Annual Costs or revenues set forth in the Annual Budget, then the Authority may prepare an amended Annual Budget. The amended Annual Budget shall be timely adopted by the Authority and promptly transmitted to the Contracting Parties.
- d. In the event the Annual Budget for the ensuing Contract Year has not been adopted on or before the first day of any Contract Year, the total amount budgeted for the preceding Contract Year shall be the total amount of the temporary budget for such purposes for the ensuing Contract Year. Such temporary budget shall be effective only until such time as a permanent