

TOWN OF AVON MEETINGS FOR TUESDAY, APRIL 12, 2016 REGULAR MEETING BEGINS AT 3:05 PM AVON LIQUOR AUTHORITY MEETING BEGINS AT 3:00 PM

Avon Town Hall, One Lake Street

AVON LIQUOR LICENSING AUTHORITY MEETING BEGINS AT 3:00 PM (SEE SEPARATE AGENDA PAGE 3)

- REGULAR MEETING BEGINS AT 3:05 PM

 1. CALL TO ORDER & ROLL CALL
- 2. APPROVAL OF AGENDA
- 3. PUBLIC COMMENT COMMENTS ARE WELCOME ON ITEMS NOT LISTED ON THE FOLLOWING AGENDA
- 4. ACTION ITEMS

4.1. MOUNTAIN STAR WATER TANK

- 4.1.1. **PUBLIC HEARING** SECOND READING OF ORDINANCE 16-04, AN ORDINANCE APPROVING THE ANNEXATION OF THE MOUNTAIN STAR TANK PROPERTY (TOWN ATTORNEY ERIC HEIL)
- 4.1.2. **Public Hearing** Second Reading of Ordinance 16-05, An Ordinance Approving a Comprehensive Plan Amendment and the Zoning of the Mountain Star Tank Property in the Public Facilities Zone District (Town Attorney Eric Heil)
- 4.1.3. **PUBLIC HEARING** ON A 1041 PERMIT FOR THE CONSTRUCTION OF THE MOUNTAIN STAR WATER STORAGE TANK (PLANNING DIRECTOR MATT PIELSTICKER)
- 4.2. RESOLUTION 16-08 TO SET NUMBER AND LOCATIONS FOR MOBILE VENDOR CARTS IN NOTTINGHAM PARK (EXECUTIVE ASSISTANT TO THE TOWN MANAGER PRESTON NEILL)
- 4.3. FIRST READING OF ORDINANCE 16-07, AN ORDINANCE ALLOWING FOOD TRUCKS TO OPERATE ON TOWN RIGHT-OF-WAYS (EXECUTIVE ASSISTANT TO THE TOWN MANAGER PRESTON NEILL)
- 4.4. FIRST READING OF ORDINANCE 16-08 AMENDING SECTION 3.98.050(3) OF THE AVON MUNICIPAL CODE TO EXEMPT GOVERNMENTAL INSTITUTIONS FROM SALES TAX ON CONSTRUCTION MATERIALS (TOWN ATTORNEY ERIC HEIL)
- 4.5. **Public Hearing** on Resolution 16-12 Approving a Minor PUD Amendment to the Minervini PUD (Planning Director Matt Pielsticker)

4.6. PUBLIC HEARINGS - REVIEW AND ACTION ON RECOMMENDED 2016 AMENDED BUDGETS

- 4.6.1. RESOLUTION 16-10 TO AMEND THE 2016 TOWN OF AVON GENERAL, EQUIPMENT REPLACEMENT AND WATER FUNDS BUDGETS (ASSISTANT TOWN MANAGER SCOTT WRIGHT)
- 4.6.2.PRESENTATION OF TOWN OF AVON 2016 CAPITAL PROJECTS UPDATE (TOWN ENGINEER JUSTIN HILDRETH)
- 4.6.3. RESOLUTION 16-11, TO AMEND THE 2016 TOWN OF AVON CAPITAL PROJECTS FUND BUDGET (ASSISTANT TOWN MANAGER SCOTT WRIGHT)
- 4.7. REVIEW AND ACTION ON A CONSTRUCTION CONTRACT FOR THE REGIONAL TRAIL COMPLETION (TOWN ENGINEER JUSTIN HILDRETH)
- 4.8. REVIEW AND ACTION FOR A PRE-APPROVAL OF THE METCALF ROAD BIKE CLIMBING LANE (TOWN ENGINEER JUSTIN HILDRETH)



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- 4.9. UPDATE ON VAIL VALLEY TRAILS CONNECTION (RICH CARROLL)
- 4.10. REVIEW AND ACTION ON A LETTER OF SUPPORT FOR THE VAIL VALLEY TRAILS CONNECTION APPLICATION IN SUPPORT OF AN IMBA RIDE CENTER DESIGNATION (RICH CARROLL)

COUNCIL BREAK UNTIL 5:00 PM

(COUNCIL WILL TAKE A BREAK, IF TIME ALLOWS, BEFORE THE PRESENTATION BY HOLY CROSS ENERGY BEGINS)

- 4.11. PRESENTATION BY HOLY CROSS ENERGY OF 2015 COMMUNITY ENHANCEMENT FUND REBATE (MANAGER OF MEMBER SERVICE STEVE CASEY)
- 4.12. INTERVIEWS AND APPOINTMENT OF UP TO FOUR PLANNING AND ZONING COMMISSION MEMBERS (MAYOR JENNIE FANCHER)
- 4.13. **Public Hearing** Second Reading of Ordinance 15-11, an Ordinance Amending the Avon Municipal Code Table 7.16-1 and Section 7.16.060(H)(1) Concerning Amendments to Wildridge PUD Applications (Planning Director Matt Pielsticker)
- 4.14. **Public Hearing** Second Reading of Ordinance 16-06, Approving a Purchase and Sale Agreement of the Phase 1B Office Building, Mountain Vista Resort Subdivision (Town Attorney Eric Heil)
- 4.15. Public Hearing Second Reading of Ordinance 16-03, Amending Chapter 3.08 of the Avon Municipal Code to Enact Section 3.08.037 to Provide a Temporary Sales Tax Credit for the Installation of Renewable Energy Components (Town Engineer Justin Hildreth)

4.16. CONSENT AGENDA

- 4.16.1. RESOLUTION 16-13, DELEGATING AUTHORITY TO APPOINT ELECTION JUDGES TO THE AVON TOWN CLERK (TOWN CLERK DEBBIE HOPPE)
- 4.16.2. APPROVAL OF BUS PURCHASE AGREEMENT BETWEEN THE TOWN OF AVON AND GILLIG, LLC (TRANSIT DIRECTOR JANE BURDEN)
- 4.16.3. MINUTES FROM MARCH 22, 2016 MEETING (TOWN CLERK DEBBIE HOPPE)

5. WRITTEN REPORTS

5.1. 2016-17 TOWN AVON STRATEGIC PLAN QUARTERLY UPDATE (TOWN MANAGER VIRGINIA C. EGGER)

6. COMMITTEE MEETING UPDATES: COUNCILORS AND MAYOR

6.1. Affordable Housing Board Update (Councilor Megan Burch)

- 7. MAYOR & COUNCIL COMMENTS
- 8. ADJOURNMENT



TOWN OF AVON MEETINGS FOR TUESDAY, APRIL 12, 2016 AVON LIQUOR AUTHORITY MEETING BEGINS AT 3:00 PM

AVON TOWN HALL, ONE LAKE STREET

CALL TO ORDER AND ROLL CALL

- 1. APPROVAL OF AGENDA
- 2. PUBLIC COMMENT
- 3. RENEWAL OF LIQUOR LICENSES

3.1. APPLICANT: WALMART STORES, INC. D/B/A WALMART #119

LOCATION: 171 YODER AVENUE TYPE: 3.2% BEER OFF PREMISES MANAGER: SAMUEL POTHIER

3.2. APPLICANT: MONTANA'S CANTINA & GRILL, LLC D/B/A MONTANA'S CANTINA & GRILL

LOCATION: 82 E. BEAVER CREEK BLVD
TYPE: HOTEL AND RESTAURANT LICENSE

MANAGER: TOM BEAVER

4. MINUTES FROM MARCH 22, 2016

5. ADJOURNMENT



LIQUOR AUTHORITY REPORT

To:

Honorable Mayor Jennie Fancher and Avon Town Council

From:

Debbie Hoppe, Town Clerk

Meeting Date: April 12, 2016

Agenda Topic: Renewal Application-Walmart #1119

PROPOSED MOTION

I move to approve (or deny stating the reasons for denial) the Renewal Application for Walmart Stores, Inc. d/b/a Walmart #1119.

ACTION BEFORE COUNCIL

The Town Council serving as the Avon Liquor Licensing Authority will consider the following Liquor License Application for renewal at its Board meeting next week:

RENEWAL OF LIQUOR LICENSE

Applicant: Walmart Stores, Inc. d/b/a Walmart #1119

Location: 171 Yoder Avenue Type: 3.2% Beer Off Premises Manager: Samuel Pothier

BACKGROUND

Colorado Liquor Code, 12-47-302, provides for guidelines related to liquor licensing renewals; applications for the renewal of an existing license shall be made to the local licensing authority. The Town Clerk, Town Attorney, and Police Department have reviewed the application submitted and referenced above and the materials are in order. The Police Report results show the following information:

Walmart Stores, Inc. d/b/a Walmart #1119:

There have been no concerns or violations during the past year.

The owner/manager has been invited to attend the Liquor Board meeting.

During the liquor license renewal process, the Liquor Authority has broad discretion to consider any character issues related to the licensee holder at renewal in the same manner as granting a license. If there have been various types of behavior, such as failure to pay taxes and fraud, the courts have held these behaviors as a valid reason to find the applicant does not possess character. The Colorado Liquor Code §12-47-302 sets forth the local authority's ability to hold a hearing on the application for renewal. It is also noted that a "yes or no action" only is required on renewals; there are no conditions that can be mandated in this process.

Attachments:

- ✓ State of Colorado Renewal Application Form
- ✓ Avon Police Department Summary Reports

DR 8400 (Revised 09/01/12)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
SUBMIT TO LOCAL LICENSING AUTHORITY

RETAIL LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	\$96.25
Storage Permit \$100 x	
Optional Premise \$100 x	
Related Resort \$75 x	
Amount Due/Paid	

WALMART #1199 702 SW 8TH STDEPT 8916 BENTONVILLE AR 72716-6209

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

PLEASE VERIFY & UPDATE ALL INFORM	ATION BELOW	RETURN TO CITY OR CO	DUNTY LICENSING AUT	HORITY BY DUE DATE	
Licensee Name		DBA			
WAL MART STORES INC Liquor License # License Type		WALMART #1199 Sales Tax License #	Expiration Date	Due Date	
Liquor License # License Type 09495180019 3.2% Beer Off Premises	(city)	09495180019	6/16/2016	5/2/2016	
Operating Manager Date of Birth	Home Address				
Samuel Pothier	C [60]	eer toth re	. Pillon, co	80435	
Manager Phone Number	Email Address	annolia A.	Land land	CAAA	
970,773.094(0	<u>complic ()i</u>	nal-wart	Phone Number	
Street Address 171 YODER AVE AVON CO 81620-9999				474.358.01	
Mailing Address				17 110 00 01	
702 SW 8TH STDEPT 8916 BENTONVILLI					
Is the premises owned or rented?	ses at the street addr	ess above? YES (NO e of lease	117	
Since the date of filing of the last application.	-		_	oans owners etc.) or	
organizational structure (addition or deleti					
and attach a listing of all liquor business	es in which these nev	w lenders, owners (other	than licensed financia		
directors, managing members, or general					
NOTE TO CORPORATION, LIMITED LIA					
officers, directors, managing members, ge and return immediately to your Local Lic	eneral partners or per ensing Authority Fo	rsons with 10% or more in	nterest in your busines n. Limited Liability Co.	ss, you must complete moany or Partnership	
Report of Changes, along with all supporting			n, Emiliod Elability 00	inputity of Functional	
Since the date of filing of the last application licensed financial institutions) been convicting.	on, has the applicant	or any of its agents, owne			
Since the date of filing of the last application				1	
licensed financial institutions) been denied					
had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.					
YES NO					
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct					
or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If					
yes, attach a detailed explanation. YES NO					
AFFIRMATION & CONSENT		1000			
I declare under penalty of perjury in the second degree	e that this application an	d all attachments are true, co	rrect and complete to the	best of my knowledge.	
Type or Print Name of Applicant/Authorized Agent of B			itle; (
POS SOL	Juaineaa	'	1 empsion a	langer	
Signature	7		Leonang 1	w. weyer	
Sec 10 mills		١	11.8(.0		
O USO I () IM M	UNITAL INCENSING	AUTUODITY	<u> </u>	<i>p</i>	
REPORT & APPROVAL OF CITY OR COL					
The foregoing application has been examined and the that such license, if granted, will comply with the provi	sions of Title 12, Articles	46 and 47, C.R.S. THEREF	applicant are satisfactory, ORE THIS APPLICATION	N IS APPROVED.	
Local Licensing Authority For		0	ate		
Signature	Title	A	ttest	-77	

Store			Expiration			Gov. Agency
Nbr Store Address	Store City	State Zip		e ID License Type	License Category	Level
842 4200 DILLON DR	PUEBLO	CO 81	81008 8/26/2016 094951855P	1855P 3 2 BEER	ALCOHOL LICENSES	CITY
869 3333 CLARK ST	ALAMOSA	CO 81	81101 4/18/2016 94	9495180002 3 2 BEER	ALCOHOL LICENSES	CITY
905 2285 EAST KEN PRATT BLVD	LONGMONT	00	80504 12/20/2015 09-495	09-49518-0098 3 2 BEER	ALCOHOL LICENSES	CITY
905 2285 EAST KEN PRATT BLVD	LONGMONT	00	80504 12/20/2016 94	9495180098 3 2 BEER	ALCOHOL LICENSES	CITY
921 7865 W US HIGHWAY 50	SALIDA	CO 81	81201 9/1/2016 94	9495180003 3 2 BEER	ALCOHOL LICENSES	CITY
924 1510 W MAIN ST	STERLING	00 80	80751 12/31/2015 2015-23	3 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
924 1510 W MAIN ST	STERLING	00 80	80751 7/10/2016 2015-19	9 3.2 BEER	ALCOHOL LICENSES	CITY
924 1510 W MAIN ST	STERLING	CO 80	80751 12/31/2016 2016-22	2 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
953 1325 DENVER AVE	LOVELAND	00	80537 12/31/2015 N/A	OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
953 1325 DENVER AVE	LOVELAND	CO 80	80537 3/25/2016 NA	3 2 BEER	ALCOHOL LICENSES	CITY
962 2921 TOUPAL DR	TRINIDAD	CO 81	81082 4/22/2016	261 3 2 BEER	ALCOHOL LICENSES	CITY
966 1835 E MAIN ST	CORTEZ	CO 81	81321 12/31/2015	6508 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
966 1835 E MAIN ST	CORTEZ	CO 81	81321 1/11/2016	6495 3 2 BEER	ALCOHOL LICENSES	CITY
966 1835 E MAIN ST	CORTEZ	CO 81	81321 12/31/2016	6667 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
980 3103 S 23RD AVE	GREELEY	CO 80	80631 8/14/2016 94	9495180011 3 2 BEER	ALCOHOL LICENSES	CITY
984 133 SAM WALTON LANE	CASTLE ROCK	00 80	80104 1/11/2016 94	9495180010 3 2 BEER	ALCOHOL LICENSES	CITY
986 840 SUMMIT BLVD.	FRISCO	00 80	80443 6/23/2016 NA	3 2 BEER	ALCOHOL LICENSES	CITY
1001 4080 W NORTHERN AVE	PUEBLO	CO 81	81005 6/19/2016 094951813P	.813P 3 2 BEER	ALCOHOL LICENSES	CITY
1008 250 W 65TH ST	LOVELAND	00 80	80538 12/31/2015 N/A	OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
1008 250 W 65TH ST	LOVELAND	08 00	80538 8/27/2016	0 3 2 BEER	ALCOHOL LICENSES	CITY
1019 3105 E US HIGHWAY 50	CANON CITY	CO 81	81212 5/18/2016 09-49518-0015	18-0015 3 2 BEER	ALCOHOL LICENSES	CITY
1045 745 US HIGHWAY 287	LAFAYETTE	CO 80	80026 8/23/2016 94	9495180016 3 2 BEER	ALCOHOL LICENSES	CITY
1058 16750 S TOWNSEND AVE	MONTROSE	CO 81	81401 10/15/2016	81050 3 2 BEER	ALCOHOL LICENSES	CITY
1095 3010 BLAKE AVE	GLENWOOD SPRINGS	CO 81	81601 9/16/2016	1095 3 2 BEER	ALCOHOL LICENSES	CITY
1199 171 YODER AVENUE	AVON	CO 81	81620 6/16/2016 94	9495180019 3 2 BEER	ALCOHOL LICENSES	CITY
1200 3201 E PLATTE AVE	COLORADO SPRINGS	CO 80	80909 12/31/2015 N/A	OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
1200 3201 E PLATTE AVE	COLORADO SPRINGS	CO 80	80909 5/27/2016	1566 3 2 BEER	ALCOHOL LICENSES	CITY
1231 9901 GRANT ST	THORNTON	CO 80	80229 11/17/2016 BE-0039	9 3 2 BEER	ALCOHOL LICENSES	CITY
1280 2881 NORTH AVE	GRAND JUNCTION	CO 81	81501 12/31/2015 N/A	OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
1280 2881 NORTH AVE	GRAND JUNCTION	CO 81	81501 9/11/2016	5020455 3 2 BEER	ALCOHOL LICENSES	CITY
1280 2881 NORTH AVE	GRAND JUNCTION	CO 81	81501 12/31/2016	8034147 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
1384 6 CONLEY RD	LA JUNTA	CO 81	81050 3/29/2016 NA	3 2 BEER	ALCOHOL LICENSES	CITY
1434 707 S 8TH ST	COLORADO SPRINGS	CO 80	80905 12/31/2015 N/A	OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
1434 707 S 8TH ST	COLORADO SPRINGS	CO 80	80905 4/9/2016	1568 3 2 BEER	ALCOHOL LICENSES	CITY
1492 14000 E EXPOSITION AVE	AURORA	CO 80	80012 9/7/2016	168133 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
1492 14000 E EXPOSITION AVE	AURORA	CO 80	80012 9/7/2016	168132 3 2 BEER	ALCOHOL LICENSES	CITY
1550 900 N MAIN ST	GUNNISON	CO 81	81230 7/27/2016 15-30	3 2 BEER	ALCOHOL LICENSES	CITY
1659 60 W BROMLEY LN	BRIGHTON	CO 80	80601 6/6/2016 BL-07220	20 3 2 BEER	ALCOHOL LICENSES	CITY
1689 5650 S CHAMBERS RD	AURORA	CO 80	80015 12/16/2015	130420 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
1689 5650 S CHAMBERS RD	AURORA	08 00	80015 12/16/2015	130419 3 2 BEER	ALCOHOL LICENSES	CITY
1689 5650 S CHAMBERS RD	AURORA	CO 80	80015 12/16/2016	130419 3 2 BEER	ALCOHOL LICENSES	CITY
1689 5650 S CHAMBERS RD	AURORA		-	130420	ALCOHOL LICENSES	CITY
1808 1805 CENTRAL PARK DRIVE	STEAMBOAT SPRINGS	00 00	80487 9/17/2016 1208900	L 32BEER	ALCOHOL LICENSES	CITY

1896 8250 RAZORBACK RD	COLORADO SPRINGS	8	80920	12/31/2015 N/A	OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	
1896 8250 RAZORBACK RD	COLORADO SPRINGS	8	80920	2/4/2016	700806 3 2 BEER	ALCOHOL LICENSES	CITY
1896 8250 RAZORBACK RD	COLORADO SPRINGS	8	80920	2/4/2017	700806 3 2 BEER	ALCOHOL LICENSES	CITY
2125 7455 W COLFAX AVE	LAKEWOOD	8	80214	2/21/2016	9495180038 3 2 BEER	ALCOHOL LICENSES	CITY
2125 7455 W COLFAX AVE	LAKEWOOD	8	80214	2/21/2017	9495180038 3 2 BEER	ALCOHOL LICENSES	CITY
2223 9499 SHERIDAN BLVD	WESTMINSTER	8	80031	9/21/2016	1623301 3 2 BEER	ALCOHOL LICENSES	CITY
2270 1155 S CAMINO DEL RIO	DURANGO	8	81303	6/28/2016	201403010 3 2 BEER	ALCOHOL LICENSES	CITY
2672 1432 E OLIVE ST	LAMAR	8	81052	9/29/2016	3414 3 2 BEER	ALCOHOL LICENSES	CITY
2729 1250 E MAGNOLIA ST	FORT COLLINS	0	80524	12/31/2015	24 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
2729 1250 E MAGNOLIA ST	FORT COLLINS	8	80524	10/17/2016 09-49518-0059	9518-0059 3 2 BEER	ALCOHOL LICENSES	CITY
2729 1250 E MAGNOLIA ST	FORT COLLINS	8	80524	12/31/2016 00038366LP	8366LP OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
2751 601 ENGLEWOOD PKWY	ENGLEWOOD	8	80110	12/2/2015 17785-7	5-7 3.2 BEER	ALCOHOL LICENSES	CITY
2751 601 ENGLEWOOD PKWY	ENGLEWOOD	8	80110	12/2/2016 17785-7	5-7 3 2 BEER	ALCOHOL LICENSES	CITY
2752 5990 DAHLIA ST	COMMERCE CITY	8	80022	10/6/2016	11907 3 2 BEER	ALCOHOL LICENSES	CITY
2892 11101 S PARKER RD	PARKER	8	80134	9/12/2016	305 3 2 BEER	ALCOHOL LICENSES	CITY
3018 4425 VENETUCCI BOULEVARD	FOUNTAIN	00	80906	6/8/2016 15-0828	328 3 2 BEER	ALCOHOL LICENSES	CITY
3018 4425 VENETUCCI BOULEVARD	FOUNTAIN	8	90608	6/8/2016 15-0827	327 ALCOHOL-FUEL	ALCOHOL LICENSES	CITY
3019 850 E 88TH AVE	THORNTON	8	80229	6/20/2016 BE-0049	3 2 BEER	ALCOHOL LICENSES	CITY
3021 2253 S Monaco Pkwy	DENVER	8	80222	9/30/2016	4600192 3 2 BEER	ALCOHOL LICENSES	CITY
3048 3125 SOUTH SHERIDAN BOULEVARD	DENVER	8	80227	5/22/2016	4600242 3 2 BEER	ALCOHOL LICENSES	CITY
3082 1622 S ACADEMY BLVD	COLORADO SPRINGS	8	80916	12/6/2015	720053 3 2 BEER	ALCOHOL LICENSES	CITY
3082 1622 S ACADEMY BLVD	COLORADO SPRINGS	8	80916	12/31/2015 N/A	OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
3082 1622 S ACADEMY BLVD	COLORADO SPRINGS	8	80916	12/6/2016	720053 3 2 BEER	ALCOHOL LICENSES	CITY
3083 665 N MURRAY BLVD	COLORADO SPRINGS	8	80915	12/31/2015 N/A	OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
3083 665 N MURRAY BLVD	COLORADO SPRINGS	8	80915	7/22/2016	719616 3 2 BEER	ALCOHOL LICENSES	CITY
3096 2972 IRIS AVENUE	BOULDER	00	80301	1/31/2016 NLR	OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
3096 2972 IRIS AVENUE	BOULDER	00	80301	8/25/2016 46-00128-0000	3 2 BEER 3 2 BEER	ALCOHOL LICENSES	CITY
3096 2972 IRIS AVENUE	BOULDER	8	80301	1/31/2016	0 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
3125 3615 W BOWLES AVE	LITTLETON	8	80123	6/13/2016	9495180101 3 2 BEER	ALCOHOL LICENSES	CITY
3126 16746 E SMOKY HILL RD	CENTENNIAL	8	80015	4/19/2016 NA	3 2 BEER	ALCOHOL LICENSES	CITY
3127 5141 CHAMBERS RD	DENVER	8	80239	6/24/2016	1058788 3 2 BEER	ALCOHOL LICENSES	CITY
3175 4142 AUSTIN BLUFFS PKWY	COLORADO SPRINGS	8	80918	12/31/2015 N/A	OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
3175 4142 AUSTIN BLUFFS PKWY	COLORADO SPRINGS	8	80918	9/26/2016	721126 3 2 BEER	ALCOHOL LICENSES	CITY
3176 1725 N UNION BLVD	COLORADO SPRINGS	8	80909	12/31/2015 N/A	OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
3176 1725 N UNION BLVD	COLORADO SPRINGS	8	80909	6/11/2016	720675 3 2 BEER	ALCOHOL LICENSES	CITY
3177 4625 S MASON ST	FORT COLLINS	8	80525	12/31/2015	23 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
3177 4625 S MASON ST	FORT COLLINS	00	80525	3/20/2016	4600094 3 2 BEER	ALCOHOL LICENSES	CITY
3177 4625 S MASON ST	FORT COLLINS	8	80525	12/31/2016 00052618LP	2618LP OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
3227 16218 JACKSON CREEK PKWY	MONUMENT	8	80132	8/7/2016	9495180084 3 2 BEER	ALCOHOL LICENSES	CITY
3313 10900 E BRIARWOOD AVE	CENTENNIAL	00	80112	1/6/2016 N/A	3 2 BEER	ALCOHOL LICENSES	CITY
3313 10900 E BRIARWOOD AVE	CENTENNIAL	8	80112	1/6/2017	0 3 2 BEER	ALCOHOL LICENSES	CITY
3566 9400 E HAMPDEN AVE	DENVER	8	80231	8/20/2016	129992 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
3566 9400 E HAMPDEN AVE	DENVER	8	80231	8/20/2016	129991 3 2 BEER	ALCOHOL LICENSES	CITY
3582 1575 SPACE CENTER DR	COLORADO SPRINGS	8	80915	12/31/2015 N/A	OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES	CITY
3582 1575 SPACE CENTER DR	COLORADO SPRINGS	8	80915	9/8/2016	716560 3 2 BEER	ALCOHOL LICENSES	CITY
			AMINIST SANDONNOS CONTRACTOR			The state of the Application of Archery of Commencer and Application of the Application o	STATE OF THE PERSON NAMED IN COLUMN 2 IN C

3805 19600 E US HIGHWAY 24	WOODLAND PARK	00	80863	8/22/2016 09-49518-0088	518-0088 3 2 BEER	ALCOHOL LICENSES CITY	>
3824 7155 SHERIDAN BLVD	WESTMINSTER	8	80003	4/3/2016	1 3	-	
3867 200 W 136TH AVE	WESTMINSTER	8	80234	12/6/2015	m		×
3867 200 W 136TH AVE	WESTMINSTER	8	80234	12/6/2016	m		—
4196 15240 E ILIFF AVENUE	AURORA	8	80014	9/16/2016	181481 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES CITY	>
4196 15240 E ILIFF AVENUE	AURORA	0	80014	9/16/2016	181480 3 2 BEER	ALCOHOL LICENSES CITY	,
4284 440 WADSWORTH BLVD	LAKEWOOD	00	80226	1/15/2016 9	9495180085 3 2 BEER	ALCOHOL LICENSES CITY	_
4284 440 WADSWORTH BLVD	LAKEWOOD	00	80226	1/15/2017 9	9495180085 3 2 BEER	ALCOHOL LICENSES CITY	
4288 4651 W 121ST AVE	BROOMFIELD	8	80020	5/13/2016 22-2015	15 3 2 BEER	ALCOHOL LICENSES CITY	
4377 2000 W VICTORY WAY	CRAIG	8	81625	10/24/2016 1024-2016	2016 3 2 BEER	ALCOHOL LICENSES CITY	_
4491 541 WARRIOR WAY	GRAND JUNCTION	8	81504	9/10/2016	5020464 3 2 BEER	ALCOHOL LICENSES CITY	_
4491 541 WARRIOR WAY	GRAND JUNCTION	00	81504	12/31/2015	8033356 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES CITY	
4491 541 WARRIOR WAY	GRAND JUNCTION	8	81504	9/10/2016	5020465 ALCOHOL-FUEL	ALCOHOL LICENSES CITY	
4491 541 WARRIOR WAY	GRAND JUNCTION	CO	81504	12/31/2015	8033357 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES CITY	
4491 541 WARRIOR WAY	GRAND JUNCTION	8	81504	12/31/2016	8034357 ALCOHOL-FUEL	ALCOHOL LICENSES CITY	
4491 541 WARRIOR WAY	GRAND JUNCTION	8	81504	12/31/2016	8034356 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES CITY	
4567 7101 E 128TH AVE	BRIGHTON	00	80602	6/21/2016 BE-0047	47 3.2 BEER	ALCOHOL LICENSES CITY	
4599 4500 WEITZEL ST	TIMNATH	0	80547	4/21/2016 TOT-15-0001-LL	5-0001-LL 3 2 BEER	ALCOHOL LICENSES CITY	
4747 10755 WASHINGTON STREET	NORTHGLENN	8	80233	6/24/2016 4600239-446	39-446 3 2 BEER	ALCOHOL LICENSES CITY	
5003 211 ASPEN VILLAGE DRIVE	PAGOSA SPRINGS	8	81147	1/29/2016 46-00306-0000	306-0000 3 2 BEER	ALCOHOL LICENSES CITY	
5033 1300 BARLOW RD	FORT MORGAN	00	80701	12/31/2015 2015-12	12 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES CITY	
5033 1300 BARLOW RD	FORT MORGAN	8	80701	11/24/2016 2015-020	3 2 BEER	ALCOHOL LICENSES CITY	
5051 920 47TH AVE	GREELEY	8	80634	3/20/2016 9	9495180069 3 2 BEER	ALCOHOL LICENSES CITY	
5099 2545 RIMROCK AVE	GRAND JUNCTION	8	81505	12/31/2015 N/A	OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES CITY	
5099 2545 RIMROCK AVE	GRAND JUNCTION	8	81505	9/30/2016	5020456 3 2 BEER	ALCOHOL LICENSES CITY	
5099 2545 RIMROCK AVE	GRAND JUNCTION	00	81505	12/31/2016	8034175 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES CITY	
5123 5550 E WOODMEN RD	COLORADO SPRINGS	00	80920	12/22/2015	13973 3 2 BEER	ALCOHOL LICENSES CITY	
5123 5550 E WOODMEN RD	COLORADO SPRINGS	8	80920	12/31/2015 N/A	OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES CITY	
5123 5550 E WOODMEN RD	COLORADO SPRINGS	8	80920	12/22/2016	708427 3 2 BEER	ALCOHOL LICENSES CITY	
5137 6101 S AURORA PKWY	AURORA	8	80016	10/25/2016	141243 3 2 BEER	ALCOHOL LICENSES CITY	
5137 6101 S AURORA PKWY	AURORA	8	80016	10/25/2016	141244 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES CITY	
5232 1000 AIRPORT RD	RIFLE	8	81650	9/18/2016 2015-24	24 3.2 BEER	ALCOHOL LICENSES CITY	
5334 3301 TOWER RD	AURORA	CO	80011	9/28/2016	146049 3 2 BEER	ALCOHOL LICENSES CITY	
5334 3301 TOWER RD	AURORA	00	80011	9/28/2016	146050 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES CITY	
5341 500 SUMMIT BLVD	BROOMFIELD	0	80021	8/4/2016 38-2015	15 3 2 BEER	ALCOHOL LICENSES CITY	
5370 2514 MAIN ST	LONGMONT	8	80504	2/28/2016 09-49518-0083	518-0083 3 2 BEER	ALCOHOL LICENSES CITY	
5458 37 STAFFORD LN	DELTA	8	81416	8/24/2016 NA	3 2 BEER	ALCOHOL LICENSES CITY	
5676 2770 W EVANS AVE	DENVER	8	80219	2/25/2016	4600217 3 2 BEER	ALCOHOL LICENSES CITY	
5957 5957 W. 44TH AVE	LAKESIDE	8	80212	10/1/2016 L2015-	-2 3 2 BEER	ALCOHOL LICENSES CITY	
6177 7170 N FEDERAL BLVD	WESTMINSTER	00	80030	11/20/2016	3258801 3 2 BEER	ALCOHOL LICENSES CITY	
6178 10400 E COLFAX AVENUE	AURORA	8	80010	12/7/2015	186890 3 2 BEER	ALCOHOL LICENSES CITY	
6178 10400 E COLFAX AVENUE	AURORA	8	80010	12/7/2015	186891 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES CITY	0000
6178 10400 E COLFAX AVENUE	AURORA	8	80010	12/7/2016	186890 3 2 BEER	ALCOHOL LICENSES CITY	
6178 10400 E COLFAX AVENUE	AURORA	8	80010	12/7/2016	186891 OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES CITY	
6219 1850 E WOODMEN RD	COLORADO SPRINGS	8	80920	12/31/2015 N/A	OCCUPATIONAL TAX LOCAL	ALCOHOL LICENSES CITY	

6549 412 EAGLERIDGE BLVD	PUEBLO	3	81008 17/	12/31/2039 12-3398b-USP	7 2 2 DEEN	ALCOHOL LICENSES	-
6630 7370 W 52ND AVE	ARVADA	00	80002 4/	4/20/2016	15548 BEER WINE LIQUOR	ALCOHOL LICENSES	CITY
6630 7370 W 52ND AVE	ARVADA	8	80002 4/	4/20/2016	15548 WINE TASTING	ALCOHOL LICENSES	CITY
8272 4385 VENETUCCI BOULEVARD	FOUNTAIN	00	80906 12/	12/31/2099	3 2 BEER	ALCOHOL LICENSES	CITY
1252 6675 BUSINESS CENTER DR	HIGHLANDS RANCH		80130 5	5/1/2016	3002 3 2 BEER	ALCOHOL LICENSES	COUNTY
1308 7700 W QUINCY AVE	LITTLETON	00	80123 12/	12/17/2015	9495180094 3 2 BEER	ALCOHOL LICENSES	COUNTY
2293 952 SWEDE GULCH RD	EVERGREEN	8	80439 10	10/3/2016	2789 3 2 BEER	ALCOHOL LICENSES	COUNTY
3020 14605 W 64TH AVE	ARVADA			5/1/2016	15559 3 2 BEER	ALCOHOL LICENSES	COUNTY
3128 1442 S PARKER RD	DENVER		80231 4/	4/29/2016	9495180100 3 2 BEER	ALCOHOL LICENSES	COUNTY
3382 78 N MCCULLOCH BLVD	PUEBLO WEST	00	81007 1/	1/21/2016	3021 3 2 BEER	ALCOHOL LICENSES	COUNTY
3533 7800 SMITH RD	DENVER	00	80207 1/	1/22/2016	9495180062 3 2 BEER	ALCOHOL LICENSES	COUNTY
3740 21475 E QUINCY AVENUE	AURORA	00	80015 10	10/1/2016	4600419 3 2 BEER	ALCOHOL LICENSES	COUNTY
4335 11550 MERIDIAN MARKET VW	FALCON	00	80831 8	8/5/2016	4335 3 2 BEER	ALCOHOL LICENSES	COUNTY
5002 8196 West Bowles Ave	LITTLETON	00	80123 5/	5/20/2016	4600105 3 2 BEER	ALCOHOL LICENSES	COUNTY
842 4200 DILLON DR	PUEBLO	00	81008 8/	8/26/2016	9495180055 3 2 BEER	ALCOHOL LICENSES	STATE
869 3333 CLARK ST	ALAMOSA	00	81101 4/	4/18/2016	9495180002 3 2 BEER	ALCOHOL LICENSES	STATE
905 2285 EAST KEN PRATT BLVD	LONGMONT	00	80504 12/	12/20/2015	9495180098 3 2 BEER	ALCOHOL LICENSES	STATE
905 2285 EAST KEN PRATT BLVD	LONGMONT	00	80504 12/	12/20/2016	9495180098 3 2 BEER	ALCOHOL LICENSES	STATE
921 7865 W US HIGHWAY 50	SALIDA	8 00	81201 9	9/1/2016	9495180003 3 2 BEER	ALCOHOL LICENSES	STATE
924 1510 W MAIN ST	STERLING	8 00	80751 3	3/1/2099	MANAGER UPDATE	ALCOHOL LICENSES	STATE
924 1510 W MAIN ST	STERLING	00	7/ 15/08	7/10/2016	949518005 3 2 BEER	ALCOHOL LICENSES	STATE
953 1325 DENVER AVE	LOVELAND	00	80537 3/	3/25/2016	9495180007 3 2 BEER	ALCOHOL LICENSES	STATE
962 2921 TOUPAL DR	TRINIDAD		81082 4/	4/22/2016	9495180009 3 2 BEER	ALCOHOL LICENSES	STATE
966 1835 E MAIN ST	CORTEZ	00	81321 1/	1/11/2016	9495180008 3 2 BEER	ALCOHOL LICENSES	STATE
980 3103 S 23RD AVE	GREELEY	8 00		8/14/2016	9495180011 3 2 BEER	ALCOHOL LICENSES	STATE
984 133 SAM WALTON LANE	CASTLE ROCK	00	80104 1/	1/11/2016	9495180010 3 2 BEER	ALCOHOL LICENSES	STATE
986 840 SUMMIT BLVD.	FRISCO	8 00	80443 4/	4/23/2016	9495180012 3 2 BEER	ALCOHOL LICENSES	STATE
1001 4080 W NORTHERN AVE	PUEBLO	8 00	81005 6/	6/19/2016	9495180013 3 2 BEER	ALCOHOL LICENSES	STATE
1008 250 W 65TH ST	LOVELAND	8 00	80538 8/7	8/27/2016	9495180089 3 2 BEER	ALCOHOL LICENSES	STATE
1019 3105 E US HIGHWAY 50	CANON CITY	00	81212 5/	5/18/2016	9495180015 3 2 BEER	ALCOHOL LICENSES	STATE
1045 745 US HIGHWAY 287	LAFAYETTE	00	80026 8/	8/23/2016	9495180016 3 2 BEER	ALCOHOL LICENSES	STATE
1058 16750 S TOWNSEND AVE	MONTROSE	8 OO	81401 10/	10/15/2016	9495180017 3 2 BEER	ALCOHOL LICENSES	STATE
1095 3010 BLAKE AVE	GLENWOOD SPRINGS	8 00	81601 9/	9/16/2016	9495180018 3 2 BEER	ALCOHOL LICENSES	STATE
1199 171 YODER AVENUE	AVON	8 00	81620 6/	6/16/2016	9495180019 3 2 BEER	ALCOHOL LICENSES	STATE
1200 3201 E PLATTE AVE	COLORADO SPRINGS	00	2/5 60608	5/27/2016	9495180021 3 2 BEER	ALCOHOL LICENSES	STATE
1231 9901 GRANT ST	THORNTON	00	80229 11/	11/17/2016	9495180022 3 2 BEER	ALCOHOL LICENSES	STATE
1252 6675 BUSINESS CENTER DR	HIGHLANDS RANCH	00	80130 5,	5/1/2016	9495180047 3 2 BEER	ALCOHOL LICENSES	STATE
1273 6310 S US HIGHWAY 85-87	FOUNTAIN	00	80817 6,	6/8/2016	9495180024 3 2 BEER	ALCOHOL LICENSES	STATE
1280 2881 NORTH AVE	GRAND JUNCTION	8 00	81501 9/2	9/11/2016	9495180025 3 2 BEER	ALCOHOL LICENSES	STATE
1308 7700 W QUINCY AVE	LITTLETON	00	80123 12/2	12/17/2015	9495180094 3 2 BEER	ALCOHOL LICENSES	STATE
1384 6 CONLEY RD	LA JUNTA	CO 8	81050 3/2	3/29/2016	9495180029 3 2 BEER	ALCOHOL LICENSES	STATE
1434 707 S 8TH ST	COLORADO SPRINGS	CO 8	80905 4,	4/9/2016	9495180049 3 2 BEER	ALCOHOL LICENSES	STATE
1492 14000 E EXPOSITION AVE	AURORA	00	80012 9,	9/7/2016	9495180030 3 2 BEER	ALCOHOL LICENSES	STATE
1550 900 N MAIN ST	GUNNISON	CO 8	81230 7/2	7/27/2016	9495180031 3 2 BEER	ALCOHOL LICENSES	STATE
1659 60 W BROMLEY LN	BRIGHTON	00	80601 6,	6/6/2016	9495180032 3 2 BEER	ALCOHOL LICENSES	STATE

1689 5650 S CHAMBERS RD	AURORA	8	80015	17/16/2015	3433100004 3 2 DEEN	ALCOHOL LICENSES	SIAIE
1689 5650 S CHAMBERS RD	AURORA	8	80015	12/16/2016	9495180064 3 2 BEER	ALCOHOL LICENSES	STATE
1808 1805 CENTRAL PARK DRIVE	STEAMBOAT SPRINGS	8	80487	9/17/2016	9495180035 3 2 BEER	ALCOHOL LICENSES	STATE
1896 8250 RAZORBACK RD	COLORADO SPRINGS	8	80920	2/4/2016	9495180037 3 2 BEER	ALCOHOL LICENSES	STATE
1896 8250 RAZORBACK RD	COLORADO SPRINGS	00	80920	2/4/2017	9495180037 3 2 BEER	ALCOHOL LICENSES	STATE
2125 7455 W COLFAX AVE	LAKEWOOD	8	80214	2/21/2016	9495180038 3 2 BEER	ALCOHOL LICENSES	STATE
2125 7455 W COLFAX AVE	LAKEWOOD	8	80214	2/21/2017	9495180038 3 2 BEER	ALCOHOL LICENSES	STATE
2223 9499 SHERIDAN BLVD	WESTMINSTER	8	80031	9/21/2016	9495180046 3 2 BEER	ALCOHOL LICENSES	STATE
2270 1155 S CAMINO DEL RIO	DURANGO	0	81303	6/28/2016	9495180051 3 2 BEER	ALCOHOL LICENSES	STATE
2293 952 SWEDE GULCH RD	EVERGREEN	8	80439	10/3/2016	9495180048 3 2 BEER	ALCOHOL LICENSES	STATE
2672 1432 E OLIVE ST	LAMAR	8	81052	9/29/2016	9495180054 3 2 BEER	ALCOHOL LICENSES	STATE
2729 1250 E MAGNOLIA ST	FORT COLLINS	00	80524	10/17/2016	9495180059 3 2 BEER	ALCOHOL LICENSES	STATE
2751 601 ENGLEWOOD PKWY	ENGLEWOOD	0	80110	12/2/2015	9495180058 3 2 BEER	ALCOHOL LICENSES	STATE
2751 601 ENGLEWOOD PKWY	ENGLEWOOD	8	80110	12/2/2016	9495180058 3 2 BEER	ALCOHOL LICENSES	STATE
2752 5990 DAHLIA ST	COMMERCE CITY	8	80022	10/6/2016	9495180056 3 2 BEER	ALCOHOL LICENSES	STATE
2892 11101 S PARKER RD	PARKER	8	80134	9/12/2016	9495180057 3 2 BEER	ALCOHOL LICENSES	STATE
3018 4425 VENETUCCI BOULEVARD	FOUNTAIN	00	90608	6/8/2016	4600347 3 2 BEER	ALCOHOL LICENSES	STATE
3018 4425 VENETUCCI BOULEVARD	FOUNTAIN	00	90608	6/8/2016	4600348 ALCOHOL-FUEL	ALCOHOL LICENSES	STATE
3019 850 E 88TH AVE	THORNTON	8	80229	6/20/2016	9495180103 3 2 BEER	ALCOHOL LICENSES	STATE
3020 14605 W 64TH AVE	ARVADA	00	80004	5/1/2016	9495180102 3 2 BEER	ALCOHOL LICENSES	STATE
3021 2253 S Monaco Pkwy	DENVER	8	80222	9/30/2016	4600192 3 2 BEER	ALCOHOL LICENSES	STATE
3048 3125 SOUTH SHERIDAN BOULEVARD	DENVER	8	80227	5/22/2016	4600242 3 2 BEER	ALCOHOL LICENSES	STATE
3082 1622 S ACADEMY BLVD	COLORADO SPRINGS	8	80916	12/6/2015	4600049 3 2 BEER	ALCOHOL LICENSES	STATE
3082 1622 S ACADEMY BLVD	COLORADO SPRINGS	00	80916	12/6/2016	4600049 3 2 BEER	ALCOHOL LICENSES	STATE
3083 665 N MURRAY BLVD	COLORADO SPRINGS	00	80915	7/22/2016	9495180105 3 2 BEER	ALCOHOL LICENSES	STATE
3096 2972 IRIS AVENUE	BOULDER	00	80301	8/25/2016	4600128 3 2 BEER	ALCOHOL LICENSES	STATE
3125 3615 W BOWLES AVE	LITTLETON	00	80123	6/16/2016	9495180101 3 2 BEER	ALCOHOL LICENSES	STATE
3126 16746 E SMOKY HILL RD	CENTENNIAL	00	80015	4/19/2016	9495180099 3 2 BEER	ALCOHOL LICENSES	STATE
3127 5141 CHAMBERS RD	DENVER	0	80239	6/24/2016	9495180104 3 2 BEER	ALCOHOL LICENSES	STATE
3128 1442 S PARKER RD	DENVER	8	80231	4/29/2016	9495180100 3 2 BEER	ALCOHOL LICENSES	STATE
3175 4142 AUSTIN BLUFFS PKWY	COLORADO SPRINGS	8	80918	9/26/2016	4600196 3 2 BEER	ALCOHOL LICENSES	STATE
3176 1725 N UNION BLVD	COLORADO SPRINGS	00	80909	6/11/2016	4600110 3 2 BEER	ALCOHOL LICENSES	STATE
3177 4625 S MASON ST	FORT COLLINS	8	80525	3/20/2016	4600094 3 2 BEER	ALCOHOL LICENSES	STATE
3227 16218 JACKSON CREEK PKWY	MONUMENT	0	80132	8/7/2016	9495180084 3 2 BEER	ALCOHOL LICENSES	STATE
3313 10900 E BRIARWOOD AVE	CENTENNIAL	0	80112	1/6/2016	9495180080 3 2 BEER	ALCOHOL LICENSES	STATE
3313 10900 E BRIARWOOD AVE	CENTENNIAL	00	80112	1/6/2017	9495180080 3 2 BEER	ALCOHOL LICENSES	STATE
3382 78 N MCCULLOCH BLVD	PUEBLO WEST	8	81007	1/21/2016	9495180082 3 2 BEER	ALCOHOL LICENSES	STATE
3533 7800 SMITH RD	DENVER	8	80207	1/22/2016	9495180062 3 2 BEER	ALCOHOL LICENSES	STATE
3566 9400 E HAMPDEN AVE	DENVER	8	80231	8/20/2016	9495180061 3 2 BEER	ALCOHOL LICENSES	STATE
3582 1575 SPACE CENTER DR	COLORADO SPRINGS	9	80915	9/8/2016	9495180068 3 2 BEER	ALCOHOL LICENSES	STATE
3740 21475 E QUINCY AVENUE	AURORA	8	80015	10/1/2016	4600419 3 2 BEER	ALCOHOL LICENSES	STATE
3805 19600 E US HIGHWAY 24	WOODLAND PARK	8	80863	8/22/2016	9495180088 3 2 BEER	ALCOHOL LICENSES	STATE
3824 7155 SHERIDAN BLVD	WESTMINSTER	8	80003	4/3/2016	9495180091 3 2 BEER	ALCOHOL LICENSES	STATE
3867 200 W 136TH AVE	WESTMINSTER	8	80234	12/6/2015	9495180086 3 2 BEER	ALCOHOL LICENSES	STATE
3867 200 W 136TH AVE	WESTMINSTER	8	80234	12/6/2016	9495180086 3 2 BEER	ALCOHOL LICENSES	STATE
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4284 440 WADSWORTH BLVD	LAKEWOOD	8	80226	1/15/2016	9495180085 3 2 BEER	ALCOHOL LICENSES	STATE
4284 440 WADSWORTH BLVD	LAKEWOOD	8	80226	1/15/2017	9495180085 3 2 BEER	ALCOHOL LICENSES	STATE
4288 4651 W 121ST AVE	BROOMFIELD	00	80020	4/13/2016	9495180096 3 2 BEER	ALCOHOL LICENSES	STATE
4335 11550 MERIDIAN MARKET VW	FALCON	00	80831	8/5/2016	9495180087 3 2 BEER	ALCOHOL LICENSES	STATE
4377 2000 W VICTORY WAY	CRAIG	8	81625 1	10/24/2016	9495180090 3 2 BEER	ALCOHOL LICENSES	STATE
4491 541 WARRIOR WAY	GRAND JUNCTION	00	81504	9/10/2016	4600397 3 2 BEER	ALCOHOL LICENSES	STATE
4491 541 WARRIOR WAY	GRAND JUNCTION	00	81504	9/10/2016	4600396 ALCOHOL-FUEL	ALCOHOL LICENSES	STATE
4567 7101 E 128TH AVE	BRIGHTON	00	80602	6/21/2016	9495180097 3 2 BEER	ALCOHOL LICENSES	STATE
4599 4500 WEITZEL ST	TIMNATH	8	80547	4/21/2016	9495180092 3 2 BEER	ALCOHOL LICENSES	STATE
4639 2100 LEGACY CIR	ELIZABETH	00	80107	7/14/2016	9495180093 3 2 BEER	ALCOHOL LICENSES	STATE
4747 10755 WASHINGTON STREET	NORTHGLENN	00	80233	6/24/2016	4600239 3 2 BEER	ALCOHOL LICENSES	STATE
5002 8196 West Bowles Ave	LITTLETON	CO	80123	5/20/2016	4600105 3 2 BEER	ALCOHOL LICENSES	STATE
5003 211 ASPEN VILLAGE DRIVE	PAGOSA SPRINGS	8	81147	1/29/2016	4600306 3 2 BEER	ALCOHOL LICENSES	STATE
5033 1300 BARLOW RD	FORT MORGAN	8	80701 1	11/24/2016	9495180067 3 2 BEER	ALCOHOL LICENSES	STATE
5051 920 47TH AVE	GREELEY	00	80634	3/20/2016	9495180069 3 2 BEER	ALCOHOL LICENSES	STATE
5099 2545 RIMROCK AVE	GRAND JUNCTION	00	81505	9/30/2016	9495180073 3 2 BEER	ALCOHOL LICENSES	STATE
5123 5550 E WOODMEN RD	COLORADO SPRINGS	8	80920 1	12/22/2015	9495180075 3 2 BEER	ALCOHOL LICENSES	STATE
5123 5550 E WOODMEN RD	COLORADO SPRINGS	8	80920 1	12/22/2016	9495180075 3 2 BEER	ALCOHOL LICENSES	STATE
5137 6101 S AURORA PKWY	AURORA	8	80016 10	10/25/2016	9495180079 3 2 BEER	ALCOHOL LICENSES	STATE
5232 1000 AIRPORT RD	RIFLE	8	81650	9/18/2016	9495180072 3 2 BEER	ALCOHOL LICENSES	STATE
5334 3301 TOWER RD	AURORA	8	80011	9/28/2016	9495180081 3 2 BEER	ALCOHOL LICENSES	STATE
5341 500 SUMMIT BLVD	BROOMFIELD	8	80021	8/4/2016	9495180077 3 2 BEER	ALCOHOL LICENSES	STATE
5370 2514 MAIN ST	LONGMONT	00	80504	2/28/2016	9495180083 3 2 BEER	ALCOHOL LICENSES	STATE
5458 37 STAFFORD LN	DELTA	00	81416	8/24/2016	9495180078 3 2 BEER	ALCOHOL LICENSES	STATE
5676 2770 W EVANS AVE	DENVER	8	80219	2/25/2016	4600217 3 2 BEER	ALCOHOL LICENSES	STATE
5957 5957 W. 44TH AVE	LAKESIDE	00	80212	10/1/2016	4600025 3 2 BEER	ALCOHOL LICENSES	STATE
6177 7170 N FEDERAL BLVD	WESTMINSTER	00	80030 13	11/20/2016	4600296 3 2 BEER	ALCOHOL LICENSES	STATE
6178 10400 E COLFAX AVENUE	AURORA	00	80010	12/7/2015	4600292 3 2 BEER	ALCOHOL LICENSES	STATE
6178 10400 E COLFAX AVENUE	AURORA	00	80010	12/7/2016	4600292 3 2 BEER	ALCOHOL LICENSES	STATE
6549 412 EAGLERIDGE BLVD	PUEBLO	00	81008	/31/2099 1.	12/31/2099 12-33986-0009 3 2 BEER	ALCOHOL LICENSES	STATE
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Store State	Clib	Category	Cat./Reason for Citation	Description1	Description2	Description3	Descp.4/Disposition	Descriptions	Ticket Create Date	YEAR	-	Inspecti Ticket Fine on id Amount	Paid
2125 CO	LAKEWOOD Alcohol	Alcohol	Sale to Minor	Did Not Request ID	Ula not key Date and Overrode Prompt	Associate has taken appropriate CBL's	Associate received citation, but store has not been cited	Associate Employed between 90 days - 1 year	4/19/2013 0 00	FYE 14	330835	5 \$ 324 00	\$ 324 00
5341 CO	BROOMFIEL	D Alcohol	Sale to Minor	Requested ID	Fake ID was used	Associate nas taken appropriate CBL's	Associate received citation, but store has not been cited	Associate Employed between 90 days - 1 year	12/21/2013 0:00	FYE 14	375024	9	49
5341 CO	BROOMFIEL D	L D Alcohol	Sale to Minor	Requested ID	Fake ID was used	Associate has taken appropriate CBL's	Associate received citation, but store has not been cited	Associate Employed between 90 days - 1 year	12/31/2013 0:00	FYE 14	375951	8	45
921 CO	SALIDA Alcohol	Alcohol	Sale to Minor	Verbally asked for Age instead of ID	Fake ID was used	Associate nas taken appropriate CBL's	Associate and store have received citations	Associate Employed between 90 days - 1 year	1/11/2014 0:00	FYE 14	378007		s
2892 CO	PARKER Alcohol	Alcohol	Sale to Minor	Verbary asked for Age instead of ID	Fake ID was used	Associate has taken appropriate CBL's	Associate received citation, but store has not been cited	Associate Employed 1 to 5 years	3/18/2014 12:15	FYE 15	392771	\$ 318 00	\$ 318.00
4567 CO	BRIGHTON Alcohol	Alcohol	Sale to Minor	Requested ID	Uta hot key Date and Overrode Prompt	Associate has taken appropriate CBL's	Associate received citation, but store has not been cited	Associate Employed 1 to 5 years	3/26/2014 16:45	FYE 15	394762	\$ 450 00	\$ 450.00
953 CO	LOVELAND Alcohol	Alcohol	Sale to Minor	Requested ID	Keyed date, prompt denied sale, but sold anyway	Associate has taken appropriate CBL's	Associate and store have received citations	Associate Employed between 90 days - 1 year	7/31/2014 20:30	FYE 15	423243	\$ 1,744.00	\$ 1,744.00
3867 CO	WESTMINST	ER Akohol	Sale to Minor	Requested ID	Mistakenly miskeyed date into prompt	Associate has taken appropriate CBL's	Associate received citation, but store has not been cited	Associate Employed T to 5 years	9/17/2014 9.45	FYE 15	432843	9	
1019 CO	CANON	VOIN CITY Alcohol	Sale to Minor	Did Not Request ID	Did not key Date and Overrode Prompt	Associate has Taken appropriate CBL's	Associate received citation, but store has not been cited	Associate Employed between 90 days - 1 year	2/21/2015 11:00	FYE 16	465215	\$ 350.00	\$ 350.00
3019 CO	THORNTON Alcohol	Alcohol	Sale to Minor	Did Not Request ID	Did not key Date and Overrode Prompt	Associate has taken appropriate CBL's	Associate received citation, but store has not been cited	Associate Employed less than 90 days	4/4/2015 11:00	FYE 16	474820	\$ 200.00	\$ 200.00
4639 CO	ELIZABETH Alcohol	Alcohol	Sale to Minor	Verbaily asked for Age instead of ID	Keyed date, prompt denied sale, but sold anyway	Associate has taken appropriate CBL's	Associate received citation, but store has not been cited	Associate Employed Tto 5 years	5/9/2015 13 45	FYE 16	482595		\$ 229 00
3177 CO	COLLINS Alcohol	Akohol	Sale to Minor	Verbally asked for Age instead of ID	intentionally miskeyed date into prompt	Associate has taken appropriate CBL's	Associate received citation, but store has not been cited	Associate Employed 1 to 5 years	5/28/2015 17:00	FYE 16	486696	\$ 235.00	\$ 235.00
1808 CO	STEAMBOA T SPRINGS Alcohol	Alcohoi	Sale to Minor	Requested ID	Did not key Date and Overrode Prompt	Associate nas taken appropriate CBL's	Associate and store have received citations	Associate Employed less than 90 days	712712015	FYE 16	499545	us.	120
00 088	GREELEY Alcohol	Alcohol	Sale to Minor	Requested ID	Urd hof key Uate and Overrode Prompt	Associate has taken appropriate CBL's	Associate received citation, but store has not been cited	Associate Employed 1 to 5 years	7/30/2015	FYE 16	500335		49
1045 CO	LAFAYETTE Alcohol		Sale to Minor	Did Not Request ID	Overrode Prompt	Associate has taken appropriate CBL's	Associate recaived citation, but store has not been cited	Associate Employed between 90 days - 1 year	11/7/2015	FYE 16	519909	50	49
905 CO	LONGMONT Alcohol		Sale to Minor	Did Not Request ID	Usd hor key Date and Overrode Prompt	Associate has taken appropriate CBL's	Associate and store have received citations	Associate Employed between 90 days - 1 year	12772015	FYE 16	525059		65
00 086	GREELEY Alcohol		Sale to Minor	Requested ID	Did hof key Date and Overrode Prompt	Associate has taken appropriate CBL's	Associate and store nave received citations	Associate Employed 1 to 5 years	12/16/2015	FYE 16	527042		40
3227 CO	MONUMENT Alcohol		Sale to Minor	Verbally asked for Age instead of ID	Mistakeniy miskeyed gate into prompt	Associate has taken appropriate CBL's	Associate received citation, but store has not been cited	Associate Employed 1 to 5 years	1/20/2016	FYE 16	533681	99	9

	Avon Police Department					
<i>Li</i> Individual Name(s):	quor License Application Samuel Pothier					
marvidai rame(s).	Carried Tourier					
Name of Business:	Wal-Mart Stores, Inc. d/b/a/ Walmart	t Supercenter #119				
Type of License:						
Event Name: Date of Event:						
Location of Business:	171 Yoder Avenue Avon, Colorado 81620					
Date Received:	March 23 rd , 2016					
Photographs/Fingerprin	nts: On File Special Event – N/A					
Investigation by: Detective Sergeant Jonathan Lovins Detective Jeremy Holmstrom Date: April 6 th , 2016						
CBI Criminal Investigation (attached): nothing of concern						
Local Criminal Investigation: No concerns						
Comments: No negative	LE contacts in past year	6				
Liquor Code Violations in If yes, explain:	the past calendar year: Yes	⊠ No				
Smoking violation in the p		⊠ No				
⊠ Background investigation	tion conducted with no problems and	or areas of				
N.C.I.C. database not ac	cessed on this applicant.					
Investigation Time: 2 ho	ours.					
Administration Time: 1	hour.					



LIQUOR AUTHORITY REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council

From: Debbie Hoppe, Town Clerk

Meeting Date: April 12, 2016

Agenda Topic: Renewal Application-Montana's Cantina & Grill

PROPOSED MOTION

I move to approve (or deny stating the reasons for denial) the renewal application for Montana's Cantina & Grill, LLC d/b/a Montana's Cantina & Grill.

ACTION BEFORE COUNCIL

The Town Council serving as the Avon Liquor Licensing Authority will consider the following Liquor License Application for renewal at its Board meeting next week:

RENEWAL OF LIQUOR LICENSE

Applicant: Montana's Cantina & Grill, LLC d/b/a Montana's Cantina & Grill

Location: 82 E. Beaver Creek Blvd

Type: Hotel and Restaurant License

Manager: Tom Beaver Expiration Date: May 14, 2016

BACKGROUND

Colorado Liquor Code, 12-47-302, provides for guidelines related to liquor licensing renewals; applications for the renewal of an existing license shall be made to the local licensing authority. The Town Clerk, Town Attorney, and Police Department have reviewed the application submitted and referenced above and the materials are in order. The Police Report results show the following information:

Montana's Cantina & Grill, LLC d/b/a Montana's Cantina & Grill:

Montana's Cantina & Grill has been the subject of an investigation conducted by the Division. Agents of the Division allege violations of the Colorado Liquor Code, Section 12-47-901(1)(a.5)(I), C.R.S. On February 25, 2015, this Licensee did not have light snacks and sandwiches available after 10:00 p.m. through close of business. This Licensee received a warning letter on December 8, 2014 for no food available after 10:00 p.m. (NOTE: On 3/7/16 Montana's staff was serving alcoholic beverages after 0200 hours, this continued through 0420 hours when Avon Police observed and stopped the activity, This case has been transferred to the State Liquor Authority for further review).

Review: The Avon Liquor Authority's review of a renewal application is limited to either a decision to renew or not renewal. The Avon Liquor Authority does not have any ability to impose additional penalties or conditions on a renewal. The Liquor Authority has broad discretion to consider any character issues related to the license holder. The Avon Liquor Authority also follows **Regulation 47-604** for penalty guidance. The State has imposed a penalty for the liquor violation on February 25, 2015.

The owner/manager has been invited to attend the Liquor Authority meeting.

Process: A hearing is not scheduled and is not required for this renewal. If the Avon Liquor Authority believes that cause may exist to not renewal this liquor license then the Avon Liquor Authority must cause a hearing to be held and provide at least ten day's notice of such hearing in accordance with C.R.S. §12-47-302(1).

Attachments:

- ✓ State of Colorado Renewal Application Form
- ✓ Avon Police Department Summary Reports
- ✓ State liquor enforcement information

DR 8400 (Revised 09/01/12)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
SUBMIT TO LOCAL LICENSING AUTHORITY

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

MONTANA'S CANTINA & GRILL PO BOX 377 EDWARDS CO 81632-0377

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x	
Optional Premise \$100 x	
Related Resort \$75 x	
Amount Due/Paid	

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

PLEASE VERIFY	& UPDA	TE ALL INFORMA	TION BELOW	RETURN TO CITY OR	COUNTY LICENSING AU	THORITY BY DUE DATE
Licensee Name				DBA		
MONTANA'S CA				MONTANA'S CAN		
Liquor License # 12945970000	License Hotel	: Type & Restaurant (city)		Sales Tax License # 12945970000	Expiration Date 5/14/2016	Due Date 3/30/2016
Operating Manager		Date of Birth	Home Address			
Manager Phone Num	ber		Email Address			
Street Address 82 E BEAVER C	REEK B	LVD_UNIT 114 AVO	N CO 81620			Phone Number
Mailing Address PO BOX 377 ED	WARDS	CO 81632-0377			/	
				ress above? YES *If rented, expiration of		31 21
organizationa and attach a directors, ma NOTE TO CO officers, direct and return in	I structur listing of naging m DRPORA tors, main nmediate	e (addition or deletion all liquor businesses embers, or general par TION, LIMITED LIABI naging members, gene	of officers, directors in which these new there are materially LITY COMPANY Areal partners or per using Authority, Fo	ors, managing member we lenders, owners (other the property interested. YES AND PARTNERSHIP Arsons with 10% or more meaning DR 8177: Corporation	s or general partners)? Her than licensed financi POO PPLICANTS: If you have interest in your busine	loans, owners, etc.) or If yes, explain in detail al institutions), officers, e added or deleted any ess, you must complete ompany or Partnership
Since the dat	e of filing	of the last application,	has the applicant of	or any of its agents, ow	ners, managers, partner	s or lenders (other than
4. Since the dat licensed final had interest i	e of filing ncial insti n any en	of the last application, tutions) been denied a tity that had an alcoho	has the applicant on alcohol beverage license	or any of its agents, ow e license, had an alcol denied, suspended or	ners, managers, partner not beverage license sur revoked? If yes, attach	s or lenders (other than spended or revoked, or a detailed explanation.
Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES YES						
AFFIRMATION 8	CONS	ENT				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.						
	f Applican	t/Authorized Agent of Bus	iness		Title Me mf	
Signature			eq		Date 3 2	2 15
REPORT & APP	ROVAL	OF CITY OR COUN	TY LICENSING	AUTHORITY		
The foregoing applica	tion has b	een examined and the pr	emises, business con	ducted and character of t	he applicant are satisfactory EFORE THIS APPLICATION	y, and we do hereby report N IS APPROVED.
Local Licensing Author	ority For	:			Date	
Signature			Title		Attest	2

Avon Police Department				
Liquor License Application				
Individual Name(s):	Thomas M. Beaver			
Name of Business:	Montana's Cantina & Gr	ill, LLC d/b/a	Montana's	
	Cantina & Grill			
Type of License:	☐ Hotel & Restaurant			
	Special Event Permit	t		
Event Name: Date of Event:				
Date of Event.				
Location of Business:	82 E Beaver Creek Blvd			
	Avon, Colorado 81620			
Date Received:	March 23, 2016			
Photographs/Fingerprir	nts: 🛛 On File			
	Special Event –	N/A		
Investigation by:			01.	
	etective Sergeant Jonatha	an Lovins	(And	
	etective Jeremy Holmstro	m	7/6	
Date: April 04, 2016				
CBI Criminal Investigati	on (attached): Clear			
Local Criminal Investigation: IR2016-000169, Montanas staff was serving				
alcoholic beverages after				
Avon Police observed an	d stopped the activity. Th			
the State Liquor Authority	for further review.			
Montanas received a violation from State Liquor regarding no food available after				
10pm. A warning letter was given on December 8 th 2014, On February 25 th 2015 the same violation occurred and Montanas was given a fine on September 4 th				
the same violation occurr 2015. Report is attached.		ven a fine on	September 4"	
2010. Report is attached.				
Comments:				
Liquor Code Violations in	the past calendar year:		☐ No	
If yes, explain: Smoking violation in the past calendar year:			⊠ No	
If yes, explain:				

Background investigation conducted with no problems and or areas of concern.
N.C.I.C. database not accessed on this applicant.
Investigation Time: 2 hours.
Administration Time: 1 hour.

BEFORE THE DIRECTOR, DEPARTMENT OF REVENUE LIQUOR ENFORCEMENT DIVISION STATE OF COLORADO

ASSURANCE OF VOLUNTARY COMPLIANCE AVC 15-307

IN THE MATTER OF:

MONTANA'S CANTINA & GRILL LLC D/B/A MONTANA'S CANTINA & GRILL 82 BEAVER CREEK BOULEVARD UNIT 114 AVON, COLORADO 81620

Hotel & Restaurant License No. 12-94597-0000

The State of Colorado, Liquor Enforcement Division ("Division") and Montana's Cantina & Grill LLC. d/b/a Montana's Cantina & Grill, 82 Beaver Creek Boulevard Unit 114, Avon, Colorado 81620, ("Licensee") hereby agree to the terms of this Assurance of Voluntary Compliance pursuant to Regulation 47-601, of the Colorado Liquor Rules, 1 C.C.R. 203-2, promulgated by the State Licensing Authority, Executive Director, Colorado Department of Revenue.

 Licensee has been the subject of an investigation conducted by the Division. Agents of the Division allege violations of the Colorado Liquor Code, Section 12-47-411(c), C.R.S.

IT IS ALLEGED THAT:

A. On February 25, 2015, the Licensee did not have light snacks and sandwiches available after 10:00 p.m. through close of business. This Licensee received a warning letter on December 8, 2014 for no food available after 10:00 pm.

2. TERMS OF RESOLUTION:

Without admitting any violation of the above referenced provisions, the Licensee, in order to resolve all issues brought forward by the Division, states, affirms and assures that the Licensee will henceforth voluntarily comply with the following requirements:

- A. Have snacks and sandwiches available after 8:00 p.m. and until alcohol beverage service is stopped.
- B. If a future food service violation is found against the licensee, the Division will move forward with the formal disciplinary process.

Assurance of Voluntary Compliance Montana's Cantina & Grill Grand Junction Office Page 2

3. The Licensee further stipulates and agrees to pay a sum of \$200.00 by certified check or money order as a voluntary payment to compensate the State of Colorado for its reasonable costs of the investigation in this matter, and agrees to make payment to and reimburse the Division said amount. The Division must receive the payment within ten (10) days of the date of the acceptance of terms of this Assurance of Voluntary Compliance by the Director of the Liquor Enforcement Division. The payment shall be payable to:

Colorado Department of Revenue

And sent to:

Colorado Liquor Enforcement Division Attention: AVC 1881 Pierce Street, Suite 108 Lakewood, Colorado 80214

AGREED and ACCEPTED, this 4th day of Septem ber 2015.

Thomas Beaver

Montana's Cantina & Grill LLC

APPROVED this 10th day of September 2015.

Patrick Maroney

Division Director

Liquor Enforcement Division

Telecopy or electronic versions of this stipulation which contain telecopy facsimiles of signatures shall be deemed duplicate executed originals of the stipulation. This stipulation may be executed in counterparts and delivered by facsimile, U.S. Mail (or private carrier), or .pdf transmission.



AVON LIQUOR LICENSING AUTHORITY MEETING MINUTES FOR TUESDAY, MARCH 22, 2016 AVON TOWN HALL, ONE LAKE STREET

1. CALL TO ORDER AND ROLL CALL

Start Time 00:00:01

Chairman Fancher called the meeting to order at 5:01 p.m. A roll call was taken and Board members present were Sarah Smith Hymes, Scott Prince, Megan Burch, Matt Gennett, Buz Reynolds, Jake Wolf. Also present were Town Manager Virginia Egger, Town Attorney Eric Heil, Assistant Town Manager Scott Wright, Police Chief Bob Ticer, Recreation Director John Curutchet, Town Engineer Justin Hildreth and Town Clerk Debbie Hoppe.

2. APPROVAL OF AGENDA

There were no changes to the agenda.

3. PUBLIC COMMENT - COMMENTS ARE WELCOME ON TOPICS NOT ON THE AGENDA

No public comments made.

4. PUBLIC HEARING SPECIAL EVENTS PERMIT

Start Time 00:00:50

4.1. APPLICANT NAME: BEAVER CREEK RESORT COMPANY OF COLORADO

EVENT NAME: BEAVER CREEK RODEO SERIES

EVENT DATES: JUNE 23, 30, JULY 7, 14, 28, AUGUST 4 & 11, 2016; 4 PM UNTIL 10 PM

LOCATION: TRAER CREEK LOT 1
EVENT MANAGER: ANNA ROBINSON

PERMIT TYPE: MALT, VINOUS & SPIRITUOUS LIQUOR

The application was presented with no concerns. Chairman Fancher opened the public hearing and no comments were made. Board member Smith Hymes moved to approve the Special Event Permit for the Beaver Creek Rodeo Series; Vice Chairman Wolf seconded the motion and it passes unanimously by those present.

5. MINUTES FROM MARCH 8, 2016

Start time 00:03:15

Board member Gennett moved to approve the Minutes from March 8, 2016; Board member Reynolds seconded the motion and it passed unanimously by those present.



Town of Avon, Colorado Avon Liquor Licensing Authority Meeting Minutes for Tuesday, March 22, 2016 Avon Town Hall, One Lake Street

6. Adjournment There being no further business to come before the Board, the meeting adjourned at 5:05 p.m. RESPECTFULLY SUBMITTED: Debbie Hoppe, Town Clerk APPROVED: Jennie Fancher Jake Wolf Matt Gennett Megan Burch Albert "Buz" Reynolds Scott Prince Sarah Smith Hymes



MEMORANDUM

TO: Honorable Mayor Jennie Fancher and Town Council members

FROM: Eric J. Heil, Town Attorney

RE: Mountain Star Water Storage Tank Site Annexation:

Res. No. 16-06 Finding Property Eligible for Annexation and

Ord. No. 16-04 Annexing the Property

DATE: March 17, 2016

SUMMARY: The Upper Eagle River Water Authority has submitted an application to annex the 5 acre water storage tank site adjacent to the Mountain Star development into the Town of Avon ("**Property**"). This water storage tank site has a long history that dates back to the original approvals of the Mountain Star development. The preferred water storage tank site was identified on Forest Service land to the north and uphill of the Mountain Star development (see the Town of Avon Land Exchange Map). The Upper Eagle River Water Authority acquired this site along with other water storage tank sites from the U.S. Forest Service as part of the multi-party land exchange that was completed several years ago. The use of the property is intended for the construction of a water storage tank to serve the Mountain Star development. It is generally the practice and preference to annex lands into a municipality that include public infrastructure serving development in the municipality.

ANNEXATION PROCESS: The Town follows the annexation process in the Municipal Annexation Act of 1965. The process began with the receipt of a complete annexation petition and the adoption of a resolution to initiate the process. The Town Council previously approved Resolution No. 16-02 Initiating the Annexation process and setting the statutorily required public hearing for March 22, 2016. A schedule of actions for the annexation process is re-printed below.

ANNEXATION FINDINGS: The Town Council is required to determine if the Property is eligible for annexation before proceeding to act upon an ordinance actually annexing the Property. The statutory requirements include a minimum of 1/6 contiguity between the Property and the boundaries of the Town of Avon and a determination that a "community of interest" exists. The statutory annexation process allows annexation properties to be described in a series parcels which each meet the 1/6 contiguity requirement thereby allowing any property that touches a municipal boundary to meet this requirement. The subject Property is described in two parcels, which considered in series meets the 1/6 contiguity requirement. Resolution No. 16-06 states the findings that the Property is eligible for annexation, finds that a "community of interest exists" because the Property is for the construction of public infrastructure to serve a residential development within the Town of Avon, finds that no annexation election is required because the owner of 100% of property is petitioning for annexation and finds that no additional terms or conditions are imposed on the annexation.

PROPOSED MOTION: "I move to approve Resolution No. 16-06 FINDING THAT THE MOUNTAIN STAR WATER TANK SITE PROPERTY IS ELIGIBLE FOR ANNEXATION."

ANNEXATION ORDINANCE: Ordinance No. 16-04 Annexing the Mountain Star Water Tank Site Property is presented for Council consideration. Adoption of an ordinance is the final step of the annexation process. There are no conditions, terms or agreements directly associated with the action to annex this Property. There is a 2016 Capital Projects Implementation Agreement associated with this property for the funding and construction of a water storage tank. In addition, the Town Council is required

Heil Law & Planning, LLC 1022 Summit Drive Dillon, CO 80435 Office: 970.468.0635 Fax: 720.836.3337 E-Mail: eric@heillaw.com Avon Town Council Annexation of Mountain Star Water Tank Site Property March 17, 2016 Page 2 of 2

to zone any property that is annexed within 90 days of annexation. An ordinance approving the zoning and accompanying Comprehensive Plan amendment is presented as a separate action item.

PROPOSED MOTION: "I move to approve Ordinance No. 16-04 Annexing the Mountain Star Water Storage Tank Site Property on first reading."

SCHEDULE OF ACTIONS:

Town Council: Resolution Initiating Annexation process (Set Hearing for Mar. 22)	February 9, 2016
Publish Notice of Hearing (4 consecutive weeks)	Feb 16, Feb, 23, Mar 1
	and Mar 8
Deadline for Notice of Public Hearing by Planning Commission on Zoning	Feb 19
Send Notice by Registered Mail to BOCC, County Attorney, Special Districts and School	Feb 26 (last date)
(25 days in advance)	,
Planning Commission: Public Hearing - Review of Zoning	March 1
Deadline to Post Notice of Public Hearing on Zoning	March 11
Public Hearing: Resolution to Adopt Finding that Property is Eligible for Annexation	March 22
Public Hearing: 1st Reading of Ordinance to Annex Property	
Public Hearing: 1st Reading of Ordinance to Zone Property	
Public Hearing: 2 nd Reading of Ordinance to Annex Property	April 12
Public Hearing: 2 nd Reading of Ordinance to Zone Property	
Record Ordinances and Annexation Maps	May 12

Thank you, Eric

Attachments: Resolution No. 16-06

Ordinance No. 16-04

Annexation Petition and Annexation Map

RESOLUTION NO. 16-06

FINDING THAT THE MOUNTAIN STAR WATER TANK SITE PROPERTY IS ELIGIBLE FOR ANNEXATION

WHEREAS, Upper Eagle River Water Authority, has filed a petition for annexation, and the Avon Town Council has adopted Resolution No. 2016-02 INITIATING ANNEXATION OF THE MOUNTAIN STAR WATER TANK SITE PROPERTY, FINDING THE PETITION FOR ANNEXATION TO BE IN SUBSTANTIAL COMPLIANCE, AND SETTING A PUBLIC HEARING; and

WHEREAS, the Town Council of the Town of Avon held a public hearing on March 22, 2016, after providing required notice in accordance with C.R.S. §31-12-108; and,

WHEREAS, the Town Council of the Town of Avon desires to set forth its findings regarding the Petition for Annexation of the Mountain Star Water Tank Site Property in accordance with C.R.S. §31-12-110;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF AVON, the following:

SECTION 1. ELIGIBILITY. The Town Council finds that the requirements of C.R.S. §31-12-104 and §31-12-105 have been met. Specifically, the Town Council finds that the perimeter Mountain Star Water Tank Site Property is one sixth contiguous with the Town of Avon and further finds that a community of interest exists because the property will provide a site for essential water system infrastructure serving the Mountain Star PUD area, a residential development within the Town of Avon.

SECTION 2. NO ELECTION REQUIRED. The Town Council finds that the no election is required because the Upper Eagle River Water Authority is the owner of 100% of the property petitioning for annexation.

SECTION 3. NO ADDITIONAL TERMS OR CONDITIONS. The Avon Town Council finds that no additional terms or conditions are to be imposed on the annexation of the Mountain Star Water Tank Site Property.

ADOI 1ED Watch 22, 2010 by the AV	ON TOWN COUNCIL
By:	Attest:
Innia Fanchar Mayor	Dahhia Hanna Town Clark

ADOPTED March 22, 2016 by the AVON TOWN COUNCIL



TOWN OF AVON, COLORADO ORDINANCE NO. 16-04

ANNEXING THE MOUNTAIN STAR TANK SITE PROPERTY

WHEREAS, on January 25, 2016 the Upper Eagle River Water Authority, filed with the Town Clerk for the Town of Avon ("Town") the petition for annexation ("Petition") requesting that the Town Council of the Town ("Town Council") commence proceedings to annex to the Town certain unincorporated tract or tracts of land located in Eagle County, Colorado, and described on Exhibit A: Legal Description of the Mountain Star Tank Site Property attached hereto and incorporated herein by this reference (the "Annexation Property"); and

WHEREAS, the Town Council, by Resolution Number 16-02, and by Resolution Number 16-06, has determined with regard to the Petition that, pursuant to Section 31-12-110, C.R.S.: (1) the applicable parts of Sections 31-12-104 and 31-12-105, C.R.S., have been met; (2) an election is not required under Sections 31-12-107(2) or 31-12-112, C.R.S.; and (3) no additional terms and conditions are to be imposed on the Petition; and

WHEREAS, annexation proceedings to annex the Annexation Property have not commenced for annexation of all or part of the Annexation Property to another municipality; and

WHEREAS, the Town Council finds that it is in the best interests of the Town to annex the Property to the Town; and

WHEREAS, the Town Council held a public hearings on March 22, 2016 and April 12, 2016, received all evidence and testimony presented with regard to the annexation of the Annexation Property at such public hearings; and at the conclusion of such public hearings the Town Council considered such evidence and testimony so introduced, and by this Ordinance sets forth its findings of fact and conclusions, stated as follows:

THE TOWN COUNCIL MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS:

- 1. The submission, processing, consideration and approval of the Petition have fully met and complied with all applicable laws and regulations of the State of Colorado and the Town, including, without limitation, Article II, Section 30 of the Colorado constitution and Sections 31-12-101 through 31-12-123, C.R.S.
- **2.** All public hearings concerning whether the Town should annex the Annexation Property have been held and conducted in accordance with all applicable laws and regulations of the State of Colorado and the Town.

- **3.** All notices required for the public hearings at which the Town Council considered the Petition were properly and timely published, posted or mailed in accordance with all applicable laws and regulations of the State of Colorado and the Town.
- **4.** In order to encourage well-ordered development to the Town, it is desirable that the Annexation Property be annexed to the Town.
- **5.** The annexation of the Annexation Property to the Town is in the best interests of the public health, safety and general welfare of the people of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF AVON, COLORADO that:

- **Section 1. Annexation.** The Annexation Property as described on the annexation map and accompanying Petition is hereby annexed into the Town of Avon, Colorado. Specifically, Tracts WT-1 and WT-2 are annexed in series such that WT-1 is annexed first and WT-2 is annexed second, thereby annexing the entire Annexation Property.
- <u>Section 2.</u> <u>Executing and Filing Documents.</u> The Mayor and Town Clerk are hereby authorized to execute all necessary documents to complete the annexation of the Annexation Property. As required by statute, the Town shall:
 - (a) File one copy of the annexation map with the original of this Ordinance in the office of the Town Clerk for the Town; and
 - **(b)** File for recording three certified copies of this Ordinance and of the map of the area annexed containing a legal description of such area with the Clerk and Recorder of Eagle County, Colorado.
- Section 3. Severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Council hereby declares that it has passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term "provision" means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term "application" means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.
- <u>Section 4.</u> <u>Effective Date.</u> This Ordinance shall take effect thirty (30) days after public notice following final passage in accordance with Section 6.4 of the Avon Home Rule Charter.
- <u>Section 5.</u> <u>Safety Clause.</u> The Town Council hereby finds, determines and declares this Ordinance is promulgated under the general police power of the Town of Avon, that it is

promulgated for the health, safety and welfare of the public and this Ordinance is necessary for the preservation of health and safety and for the protection of pubic convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 6. Publication. The Town Clerk is ordered to publish this Ordinance in accordance with Chapter 1.16 of the Avon Municipal Code.

INTRODUCED AND ADOPTED ON FIRST READING AND REFERRED TO PUBLIC HEARING on March 22, 2016 and setting such public hearing for April 12, 2016 at the Council Chambers of the Avon Municipal Building, located at One Lake Street, Avon, Colorado.

BY:	ATTEST:
Jennie Fancher, Mayor	Debbie Hoppe, Town Clerk
ADOPTED ON SECOND AND FI	INAL READING on April 12, 2016.
BY:	ATTEST:
Jennie Fancher, Mayor	Debbie Hoppe, Town Clerk
APPROVED AS TO FORM:	
Eric J. Heil, Town Attorney	

PETITION FOR ANNEXATION UPPER EAGLE REGIONALWATER AUTHORITY MOUNTAIN STAR WATER TANK SITE PROPERTY

TO THE TOWN COUNCIL OF THE TOWN OF AVON, COLORADO:

The undersigned ("Petitioner"), in accordance with the Municipal Annexation Act of 1965 as set forth in Article 12, Title 31, Colorado Revised Statutes ("C.R.S."), as amended and as in effect on the submission date set forth below ("Annexation Act"), and in accordance with Chapter 7.36 Annexation and Disconnection Procedures of the Avon Municipal Code, hereby submits this Petition for Annexation ("Petition") to the Town Council of the Town of Avon, Colorado ("Town Council"), to annex to the Town of Avon ("Town") the unincorporated territory located in the County of Eagle, State of Colorado, which property is more particularly described in Exhibit A: Legal Description of Mountain Star Tank Site Property attached hereto and incorporated herein by reference ("Property").

In support of this Petition, Petitioner alleges that:

- 1. Annexation of the Property into the Town of Avon is desirable and necessary.
- 2. The requirements of C.R.S. §31-12-104 and §31-12-105 have been met.
- 3. Not less than one-sixth (1/6) of the perimeter of the Property is contiguous with the Town's current municipal boundaries.
- 4. A community of interest exists between the Property and the Town.
- 5. The Property is integrated with or is capable of being integrated with the Town.
- 6. The signer of this Petition comprises the landowner of more than fifty percent (50%) of the territory included in the area proposed to be annexed, exclusive of streets and alleys.
- 7. The signer of this Petition comprises the landowner of one hundred percent (100%) of the territory included in the area proposed to be annexed, exclusive of streets and alleys, as landownership is defined for the purposes of C.R.S. §31-12-107(1)(g).
- **8.** This Petition is accompanied by four copies of an annexation map containing, among other things, the following information:
 - a. A written legal description of the boundaries of the Property;
 - **b.** A map showing the boundary of the Property;
 - **c.** Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or lots and blocks;
 - **d.** Next to the boundary of the Property, a drawing of the contiguous boundary of the City abutting the Property and the contiguous boundary of any other municipality abutting the Property.

- 9. Upon the annexation of the Property becoming effective, the Property shall become subject to all ordinances, resolutions, rules and regulations of the Town.
- 10. Except for the terms and conditions of this Petition, which terms and conditions the Petitioner expressly approves and therefore do not constitute an imposition of additional terms and conditions within the meaning of C.R.S. §31-12-107(1)(g), Petitioner requests that no additional terms and conditions be imposed upon annexation of the Property to the Town.

THEREFORE, Petitioner requests that the Town Council of the Town of Avon approve and complete the annexation of the Property pursuant to the provisions of the Municipal Annexation Act of 1965, as amended, and pursuant to Chapter 7.36 of the Avon Municipal Code.

Date: 1.20.16

Signature of Land Owner:

Linn Brooks, General Manager

Upper Eagle Regional Water Authority

EXHIBIT A: LEGAL DESCRIPTION OF THE MOUNTAIN STAR WATER TANK SITE PROPERTY

The legal descriptions for Tracts WT-1 and WT-2, to be serially annexed by the Town of Avon, are as follows:

WT-1

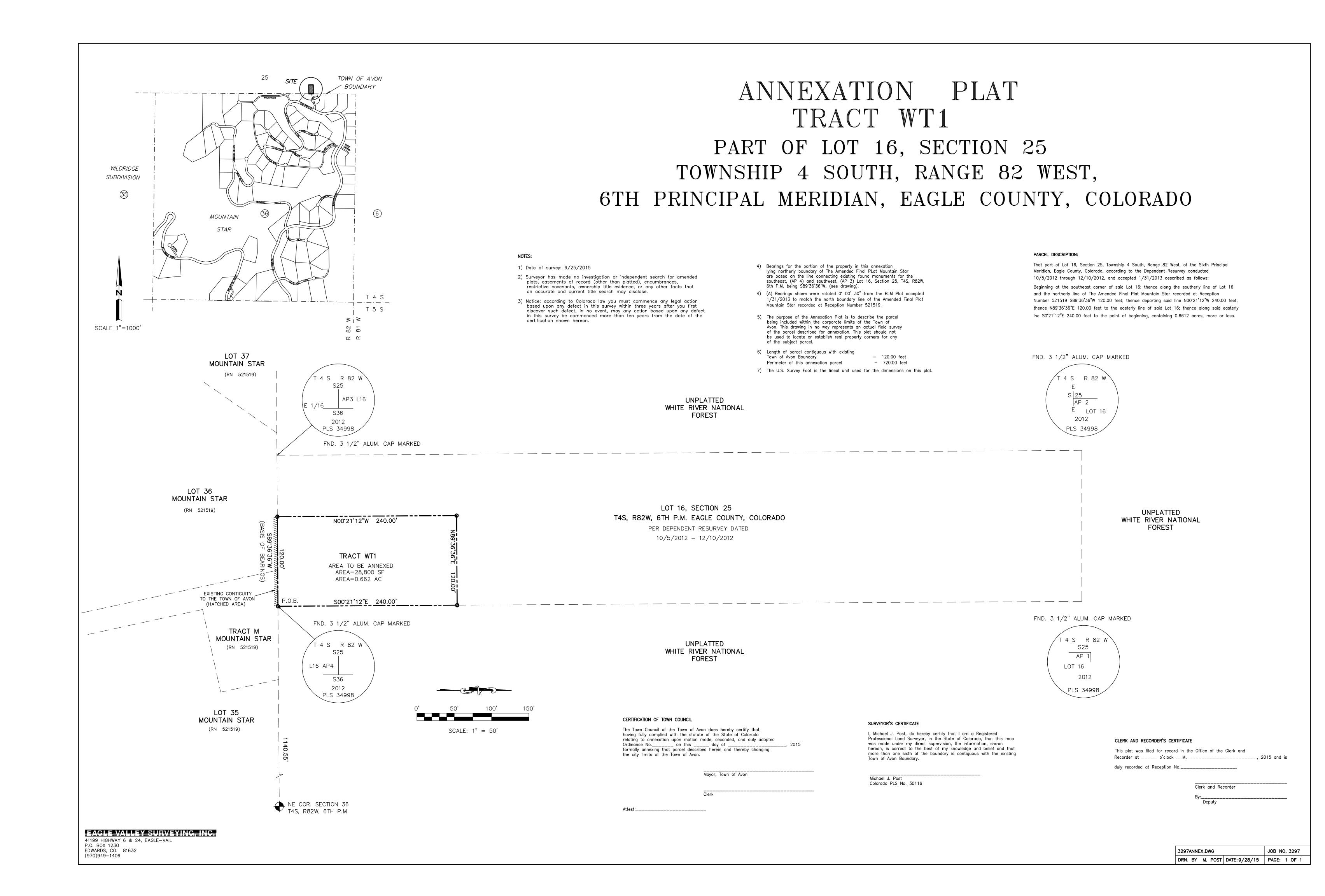
That part of Lot 16, Section 25, Township 4 South, Range 82 West, of the Sixth Principal Meridian, Eagle County, Colorado, according to the Dependent Resurvey conducted 10/5/2012 through 12/10/2012, and accepted 1/31/2013, described as follows:

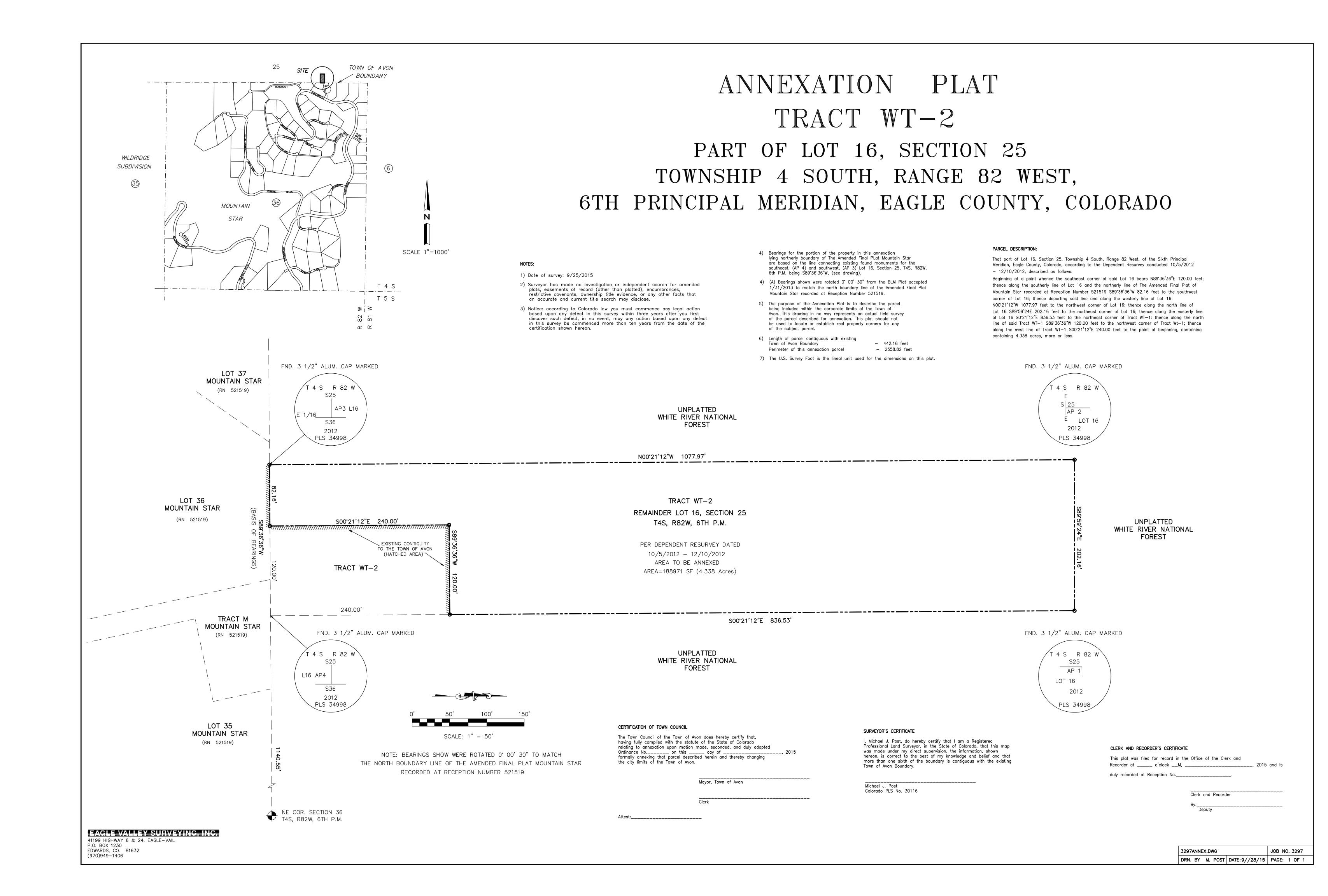
Beginning at the southeast corner of said Lot 16; thence along the southerly line of Lot 16 and the northerly line of the Amended Final Plat of Mountain Star recorded at Reception Number 521519 S89°36'36"W 120.00 feet; thence departing said line N00°21'12"W 240.00 feet; thence N89°36'36"E 120.00 feet to the easterly line of said Lot 16; thence along said easterly line S00°21'12"E 240.00 feet to the point of beginning, containing 0.6612 acres, more or less.

<u>WT-2</u>

That part of Lot 16, Section 25, Township 4 South, Range 82 West, of the Sixth Principal Meridian, Eagle County, Colorado, according to the Dependent Resurvey conducted 10/5/2012 through 12/10/2012, and accepted 1/31/2013, described as follows:

Beginning at a point whence the southeast corner of said Lot 16 bears N89°36'36"E 120.00 feet; thence along the southerly line of Lot 16 and the northerly line of the Amended Final Plat of Mountain Star recorded at Reception Number 521519 S89°36'36"W 82.16 feet to the southwest corner of Lot 16; thence departing said line and along the westerly line of Lot 16 N00°21'12"W 1077.97 feet to the northwest corner of Lot 16; thence along the north line of Lot 16 S89°59'24"E 202.16 feet to the northeast corner of Lot 16; thence along the easterly line of Lot 16 S00°21'12"E 836.53 feet to the northeast corner of Tract WT-1; thence along the north line of said Tract WT-1 S89°36'36"W 120.00 feet to the northwest corner of Tract WT-1; thence along the west line of Tract WT-1 S00°21'12"E 240.00 feet to the point of beginning, containing 4.338 acres, more or less.







MEMORANDUM

TO: Honorable Mayor Jennie Fancher and Town Council members

FROM: Eric J. Heil, Town Attorney

RE: Mountain Star Water Storage Tank Site Comprehensive Plan Amendment and

Zoning, Second and Final Reading of Ord. No. 16-05

DATE: April 7, 2016

SUMMARY: The Mountain Star Water Storage Tank property (5 acres) petitioned for annexation into the Town of Avon. In accordance with the Municipal Annexation Act of 1965 the Town is required to zone property annexed into the Town boundaries. The intended development of the property is for a water storage tank serving the Mountain Star PUD residential development. Attached to this memorandum are the application materials and staff's report on the proposed zoning and accompanying comprehensive plan amendment.

PROPOSED MOTION: I move to approve second and final reading of Ordinance No. 16-05 APPROVING AMENDMNETS TO THE TOWN OF AVON COMPREHENSIVE PLAN AND REZONING APPLICATION FOR THE MOUNTAIN STAR TANK SITE PROPERTY."

Thank you, Eric

Attachments: Ordinance No. 16-05

Staff Report

Avon Planning Commission Resolution No. 16-02

Comprehensive Plan Application

Zoning Application

Heil Law & Planning, LLC 1022 Summit Drive Dillon, CO 80435 Office: 970.468.0635 Fax: 720.836.3337 E-Mail: eric@heillaw.com



TOWN OF AVON, COLORADO ORDINANCE 16-05

APPROVING AMENDMENTS TO THE TOWN OF AVON COMPRHENSIVE PLAN AND REZONING APPLICATION FOR THE MOUNTAIN STAR TANK SITE PROPERTY

WHEREAS, the Upper Eagle Regional Water Authority submitted a petition for Annexation for properties ("Mountain Star Water Tank Site Property") related to the construction of a water tank:

WHEREAS, the Avon Town Council approved Resolution 2016-02, finding that the Petition for Annexation and annexation map for the Mountain Star Water Tank Site Property is in compliance with statutory requirements;

WHEREAS, the Upper Eagle Regional Water Authority submitted a Rezoning application in accordance with AMC §7.16.050(a), *Rezoning Review Procedures*, to zone the Mountain Star Water Tank Site Property with the Public Facilities (PF) zone district;

WHEREAS, Avon Town Staff submitted a Comprehensive Plan Amendment application in accordance with AMC §7.16.030, *Comprehensive Plan Amendment*, updating maps to reflect the inclusion and future land use of the Mountain Star Water Tank Site Property;

WHEREAS, the Avon Planning & Zoning Commission held a public hearing on March 14, 2016, after publishing and posting notice as required by law, considered all comments, testimony, evidence and staff reports provided by the Town staff, considered such information prior to formulating a recommendation;

WHEREAS, after conducting the noticed Public Hearing, PZC approved Resolution 16-02 and made the required findings to recommend approval of the applications to the Town Council;

WHEREAS, the Town Council of the Town of Avon held public hearings on March 22, 2016, and April 12, 2016 after posting notice as required by law, considered all comments, testimony, evidence and staff reports provided by the Town staff prior to taking any action on the Application;

WHEREAS, pursuant to AMC §7.16.030(c), *Review Criteria*, and AMC §7.16.050(c), *Review Criteria*, the Town Council has considered the applicable review criteria for a Comprehensive Plan Amendment and Rezoning of the Mountain Star Water Tank Site Property and found the Application in compliance with the review criteria, and specifically finds that the amendments will promote the health, safety and general welfare of the Avon community; and,

WHEREAS, approval of this Ordinance on first reading is intended <u>only</u> to confirm that the Town Council desires to comply with state law, the Avon home rule charter and the Avon Development Code by setting a public hearing in order to provide the public an opportunity to present testimony and evidence regarding the application and that approval of this Ordinance on first reading does not constitute a representation that the Town Council, or any member of the Town Council, supports, approves, rejects, or denies the proposed zoning or other matters in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF AVON, COLORADO, the following:

Section 1. Findings. The Town Council hereby makes the following findings:

- (a) The Comprehensive Plan Amendment and Rezoning applications were reviewed in accordance with AMC §7.16.020, *General procedures and Requirements*.
- **(b)** The Town Council hereby adopts the findings in the March 14, 2016 Staff Report Rezoning & Comprehensive Plan Amendment.
- (c) The Town Council hereby adopts the findings in the Planning and Zoning Commission Resolution 16-02 Recommending to the Avon Town Council Approval of Case #REZ16001 and Case #CPA16002, Applications to Rezone the Mountain Star Tank Site Property Public Facilities (PF) and Amend the Comprehensive Plan.
- (d) The Applications were reviewed in accordance with AMC §7.16.030, *Comprehensive Plan Amendment*, and AMC §7.16.050, *Rezonings*, and found to be in substantial compliance with the review criteria.
- (e) The Applications were reviewed concurrently, as permitted by AMC §7.16.020(b)(2), *Concurrent Review*.
- **(f)** Updates to the Avon Comprehensive Plan ensure that the Rezoning application is "consistent with the Avon Comprehensive Plan," as required by AMC §7.16.050(c)(2).
- (g) Adjustments to the Official Zoning Map are necessary in order to change the classification of the Mountain Star Water Tank Site Property to Public Facilities (PF) for its intended future use.
- (h) The Mountain Star Water Tank Site Property is suitable for water infrastructure and associated uses, and is not likely to result in significant adverse impacts upon other property in the vicinity.

- (i) Approval of the applications will promote the purposes stated in the Development Code by ensuring the adequate provision of water services and maintaining current and future fire flow demands.
- <u>Section 2.</u> <u>Comprehensive Plan Amendments.</u> The Town Council hereby approves amendments to the Town of Avon Comprehensive Plan to amend the Comprehensive Plan Maps to integrate the Mountain Star Water Tank Site Property on the land use maps.
- Section 3. Designation of Zone District, Amendment to Official Zoning Map. The Town Council hereby designates the Mountain Star Water Tank Site Property for inclusion in the Public Facilities (PF) zone district and amendments the Official Town Zoning Map to reflect this designation.
- Section 4. Severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Council hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term "provision" means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term "application" means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.
- Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Avon, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.
- **Section 6. Effective Date**. This Ordinance shall take effect thirty days after the date of final passage in accordance with Section 6.4 of the Avon Home Rule Charter.
- **Section 7. Publication**. The Town Clerk is ordered to publish this Ordinance in accordance with Chapter 1.16 of the Avon Municipal Code.

[EXECUTION PAGE FOLLOWS]

INTRODUCED AND ADOPTED ON FIRST READING AND REFERRED TO PUBLIC

HEARING on March 22, 2016 and setting such public hearing for April 12, 2016 at the Council Chambers of the Avon Municipal Building, located at One Lake Street, Avon, Colorado.

BY:	ATTEST:
Jennie Fancher, Mayor	Debbie Hoppe, Town Clerk
ADOPTED ON SECOND AND FINA	AL READING on April 12, 2016.
BY:	ATTEST:
Jennie Fancher, Mayor APPROVED AS TO FORM:	Debbie Hoppe, Town Clerk
Eric J. Heil, Town Attorney	

Staff Report – Rezoning & Comprehensive Plan Amendment

March 14, 2016 Planning & Zoning Commission Meeting



Project type Case #REZ16001 / #CPA16002

Legal description Lot 16, Section 25, Township 4S, Range 82W

Current Zoning N/A

Proposed Zoning Public Facilities (PF)
Address Paintbrush

Prepared By Matt Pielsticker, AICP

INTRODUCTION

The Applicant, The Upper Eagle River Water Authority, has submitted a Rezoning application for a property set to be annexed by the Avon Town Council in April. The request would zone the property Public Facilities (PF) in order to accommodate the construction of a water tank this summer. Town Staff is processing a Comprehensive Plan Amendment application concurrently to acknowledge the location and use of the property on the existing and future land use maps in the Avon Comprehensive Plan.

PROCESS

The Planning and Zoning Commission ("PZC") will review the Application and conduct a public hearing on March 14, 2016. After conducting a public hearing, PZC will forward a recommendation to Town Council. Subsequently, final action is taken on the applications by Town Council after conducting public hearings and either approval by Ordinance.



PROPERTY BACKGROUND

The site is currently located on uplatted land in Eagle County. A Federal Patent for the land was issued to the water authority as a result of the Eagle Valley Land Exchange. The 5 acre site will be annexed into the Town with a separate Ordinance. Access to the site is via an existing access road that extends from the Paintbrush right-of-way through Mountain Star Tract M, both of which are owned by the Mountain Star Homeowner's Association. An existing access and utility easement exists on Tract M.

PROPERTY DESCRIPTION

The property is composed of two (2) parcels, totaling 5 acres, and contains forested property and an old access road connecting Paintbrush Road with a trail into the USFS lands beyond.

The Property is bounded on the south by Lot 36 with a single family home approximately 1000' from the away from the tank site. To the west, north, and east the site is bordered by USFS property and open space.



REZONING CRITERIA:

The review criteria for zoning amendments are governed by AMC §7.16.050, Rezonings. The PZC shall use the criteria below as the basis for a recommendation on the Rezoning application. Staff responses to each review criteria are provided.

(1) Evidence of substantial compliance with the purpose of the Development Code;

<u>Staff Response</u>: The Application is substantially compliant with the purpose statements of the Development Code by providing for the orderly, efficient use of the Property, while at the same time conserving the value of the investments of owners of property in Town. The Application promotes the health, safety, and welfare of the Avon community by designating the Property with a zone district that will accommodate a water storage facility. The water tank will ensure a safer community by ensuring adequate fire flows in the event of an incident. Additionally, the construction of the tank will "Minimize the risk of damage and injury to people, structures and public infrastructure" as stated in the Purpose provisions of the code.

The entire Purpose statement section from the Development Code (Section 7.04.030 - *Purposes*) is outlined for reference:

- (a) Divide the Town into zones, restricting and requiring therein the location, erection, construction, reconstruction, alteration and use of buildings, structures and land for trade, industry, residence and other specified uses; regulate the intensity of the use of lot areas; regulate and determine the area of open spaces surrounding such buildings; establish building lines and locations of buildings designed for specified industrial, commercial, residential and other uses within such areas; establish standards to which buildings or structures shall conform; establish standards for use of areas adjoining such buildings or structures;
- (b) Implement the goals and policies of the Avon Comprehensive Plan and other applicable planning documents of the Town;
- (c) Comply with the purposes stated in state and federal regulations which authorize the regulations in this Development Code;
- (d) Avoid undue traffic congestion and degradation of the level of service provided by streets and roadways, promote effective and economical mass transportation and enhance effective, attractive and economical pedestrian opportunities;
- (e) Promote adequate light, air, landscaping and open space and avoid undue concentration or sprawl of population;
- (f) Provide a planned and orderly use of land, protection of the environment and preservation of viability, all to conserve the value of the investments of the people of the Avon community and encourage a high quality of life and the most appropriate use of land throughout the municipality;
- (g) Prevent the inefficient use of land; avoid increased demands on public services and facilities which exceed capacity or degrade the level of service for existing residents; provide for phased development of government services and facilities which maximizes efficiency and optimizes costs to taxpayers and users; and promote sufficient, economical and high-quality provision of all public services and public facilities, including but not limited to water, sewage, schools, libraries, police, parks, recreation, open space and medical facilities;
- (h) Minimize the risk of damage and injury to people, structures and public infrastructure created by wild fire, avalanche, unstable slopes, rock fall, mudslides, flood danger and other natural hazards:
- (i) Achieve or exceed federal clean air standards;
- (j) Sustain water sources by maintaining the natural watershed, preventing accelerated erosion, reducing runoff and consequent sedimentation, eliminating pollutants introduced directly into streams and enhancing public access to recreational water sources;
- (k) Maintain the natural scenic beauty of the Eagle River Valley in order to preserve areas of historical and archaeological importance, provide for adequate open spaces, preserve scenic views, provide recreational opportunities, sustain the tourist-based economy and preserve property values;
- (I) Promote architectural design which is compatible, functional, practical and complimentary to Avon's sub-alpine environment;

- (m) Achieve innovation and advancement in design of the built environment to improve efficiency, reduce energy consumption, reduce emission of pollutants, reduce consumption of non-renewable natural resources and attain sustainability;
- (n) Achieve a diverse range of attainable housing which meets the housing needs created by jobs in the Town, provides a range of housing types and price points to serve a complete range of life stages and promotes a balanced, diverse and stable full time residential community which is balanced with the visitor economy;
- (o) Promote quality real estate investments which conserve property values by disclosing risks, taxes and fees; by incorporating practical and comprehensible legal arrangements; and by promoting accuracy in investment expectations; and
- (p) Promote the health, safety and welfare of the Avon community.

(2) Consistency with the Avon Comprehensive Plan;

<u>Staff Response</u>: With the corresponding Avon Comprehensive Plan Amendment, the Application is consistent with the plan and recommendations related to the provision of public services including water.

(3) Physical suitability of the land for the proposed development or subdivision;

<u>Staff Response</u>: The Property is suitable for water storage and a small access roadway. The elevation of the property is at 9,200 feet which is adequate to serve the gravity flow tank. Vegetation on the property consists of aspen and various native grasses with some open meadows.

(4) Compatibility with surrounding land uses;

<u>Staff Response</u>: The area surrounding the parcel is mostly native forest, with single-family home construction to the south. Once the facility is operational, there will be minimal noise from maintenance vehicles monitoring the site on a routine basis. Long term Impacts to wildlife are minimal as documented in the Land Exchange environmental assessment documentation.

- (5) Whether the proposed rezoning is justified by changed or changing conditions in the character of the area proposed to be rezoned
- <u>Staff Response</u>: The rezoning is justified based on increased water demand in the Mountain Star subdivision to maintain adequate fire flows.
- (6) Whether there are adequate facilities available to serve development for the type and scope suggested by the proposed zone compared to the existing zoning, while maintaining adequate levels of service to existing development;

 Staff Response: The Property is served through an access easement from a privately owned and maintained roadway.

(7) Whether the rezoning is consistent with the stated purpose of the proposed zoning district(s);

<u>Staff Response</u>: The PF zone district is well suited for construction of a water tank and leaving the property in relatively natural state.

(8) That, compared to the existing zoning, the rezoning is not likely to result in adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated;

<u>Staff Response</u>: The property currently has no zoning designation. All of the impacts associated with the construction and on-going maintenance of a water tank were evaluated with biological and wildlife studies. For example, to mitigate impacts to wildlife, construction will only be permitted between April 15 and December 15 for deer and elk range. No adverse impacts are expected, and any minor impacts will be mitigated.

- (9) That, compared to the existing zoning, the rezoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject tract; Staff Response: Temporary noise during construction will have some impacts to neighboring properties; however, BMPs will be utilized to limit impacts with construction limited from 7am to 6pm Monday through Saturday. Once the tank is constructed there will be very few impacts to other properties in the vicinity. The location of the tank is approximately 175 higher than Paintbrush road and will not be visible.
- (10) For rezoning within an existing PUD, consistency with the relevant PUD Master Plan as reflected in the approval of the applicable PUD; and,

 <u>Staff Response</u>: The Property is not located in the Mountain Star PUD and this is not applicable.
- (11) Adequate mitigation is required for zoning amendment applications which result in greater intensity of land use or increased demands on public facilities and infrastructure.

<u>Staff Response</u>: The zoning amendment will result in minimal impacts to public facilities and infrastructure.

COMPREHENSIVE PLAN AMENDMENT CRITERIA:

The review procedures for a Comprehensive Plan Amendment mimic those of a Rezoning application and therefore the two applications are being reviewed concurrently. The Avon Development Code allows concurrent review pursuant to AMC §7.16.020(b)(2), Concurrent Review. According to the AMC §7.16.030(e), PZC shall consider the following criteria in formulating a recommendation to Council:

(1) The surrounding area is compatible with the land use proposed in the plan amendment or the proposed land use provides an essential public benefit and other locations are not feasible or practical;

<u>Staff Response:</u> The land use of the amendment is consistent with existing land uses in the vicinity. Construction of a water tank provides an essential public benefit. The location of this Property is strategic based on elevation and location proximate to the residential lots it will serve.

(2) Transportation services and infrastructure have adequate current capacity, or planned capacity, to serve potential traffic demands of the land use proposed in the plan amendment;

<u>Staff Response:</u> Several alternatives were considered for this water tank, from 235,000 to 5000,000 gallons. The capacity was set to 270,000 gallons, as recommended by an independent engineering study.

(3) Public services and facilities have adequate current capacity, or planned capacity, to serve the land use proposed in the plan amendment;

<u>Staff Response:</u> This facility will serve existing and future demands of the Mountain Star PUD. The plan amendment does not increase development potential in the area.

(4) The proposed land use in the plan amendment will result in a better location or form of development for the Town, even if the current plan designation is still considered appropriate;

<u>Staff Response:</u> The existing water tank on Tract M of Mountain Star will be removed and decommissioned with the construction of this upgraded tank. The location of the tank, approximately 1000' above the existing residential construction, is appropriate.

(5) Strict adherence to the current plan would result in a situation neither intended nor in keeping with other key elements and policies of the plan;

<u>Staff Response:</u> The current Avon Comprehensive Plan does not contemplate the land exchange parcel where the tank will be located; therefore the maps are being updated to show the boundaries of the parcel and open space designation given how the property is intended to be developed.

(6) The proposed plan amendment will promote the purposes stated in this Development Code; and,

<u>Staff Response</u>: As stated above, the Purposes stated in the Development Code are achieved with the siting and development of the property for a water tank.

(7) The proposed plan amendment will promote the health, safety or welfare of the Avon Community and will be consistent with the general goals and policies of the Avon Comprehensive Plan.

<u>Staff Response:</u> The plan amendment will ensure that the Comprehensive Plan is consistent with the zoning application to accommodate the construction of the water

tank. The health, safety, and welfare of the Mountain Star community will be enhanced with a safe, appropriately sized water tank structure.

RECOMMENDAITON

Approval

RECOMMENDED MOTION:

"I move to Approve Resolution 16-02, recommending that the Avon Town Council approve Case #REZ16001 and Case #CPA16002, applications to rezone the Mountain Star Water Tank Site Property to the Public Facilities (PF) Zone District and amend the Avon Comprehensive Plan to integrate the Mountain Star Water Tank Site Property on land use maps."

ATTACHMENTS:

Resolution 16-02 Rezoning Application Comprehensive Plan Exhibits



TOWN OF AVON, COLORADO PLANNING AND ZONING COMMISSION RESOLUTION 16-02

A RESOLUTION RECOMMENDING TO THE AVON TOWN COUNCIL APPROVAL OF CASE #REZ16001 and CASE #CPA16002, APPLICATIONS TO REZONE THE MOUNTAIN STAR TANK SITE PROPERTY PUBLIC FACILITIES (PF) AND AMEND THE COMPREHENSIVE PLAN

WHEREAS, the Upper Eagle River Water Authority submitted an application to zone the Mountain Star Tank Site Property Public Facilities (PF) zone district, and Town Staff has processed an application to amend the Comprehensive Plan (collectively "the Applications") to integrate the Mountain Star Water Tank Site Property on land use maps; *and*

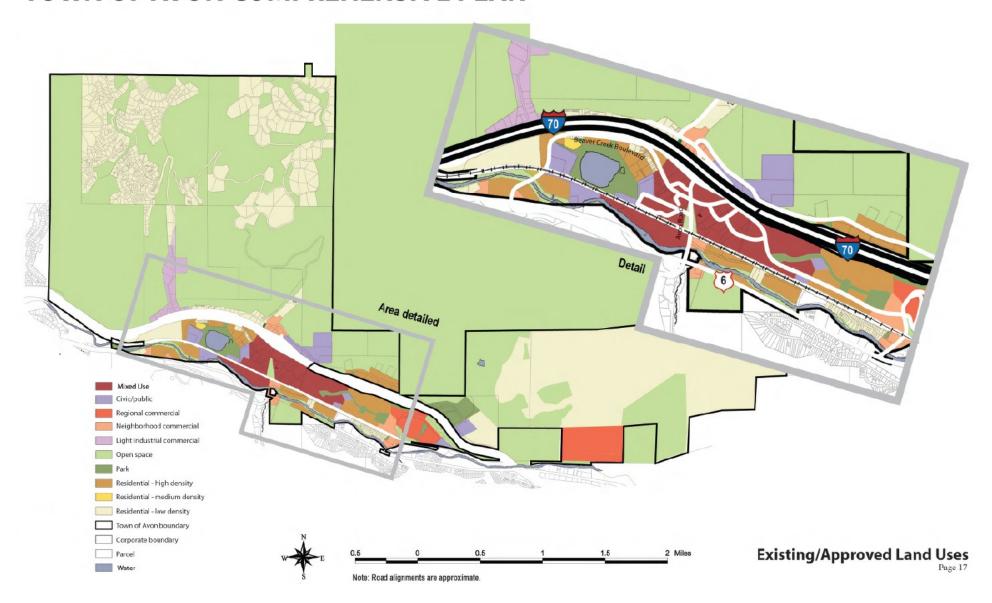
WHEREAS, the Avon Planning and Zoning Commission held a Public Hearing on March 14, 2016, where public comments were considered; *and*

WHEREAS, the Planning and Zoning Commission makes the following findings with respect to the Applications:

- 1. The Applications are desirable to respond to changed conditions in the Mountain Star Subdivision.
- 2. The Applications were reviewed in accordance with AMC §7.16.030 Comprehensive Plan Amendment, and AMC §7.16.050, Rezonings, and found to be in substantial compliance with the review criteria as outlined in the staff report dated March 14, 2015 by Matt Pielsticker.
- 3. The Applications were reviewed concurrently, as permitted by AMC §7.16.020(b)(2), Concurrent Review.
- 4. The Applications promote the health, safety, and welfare of the Avon community by providing a site to meet current and future fire flow storage requirements for the 88 single-family residential lots in the Mountain Star subdivision.
- 5. The Application is substantially compliant with the purpose statements of the Development Code by minimizing "the risk of damage and injury to people, structures and public infrastructure" as stated in the Purpose provisions of the code.

NOW THEREFORE, BE IT RESOLVED, that the Planning and Zoning Commission hereby recommends that the Town Council of the Town of Avon Approve the Applications as submitted.

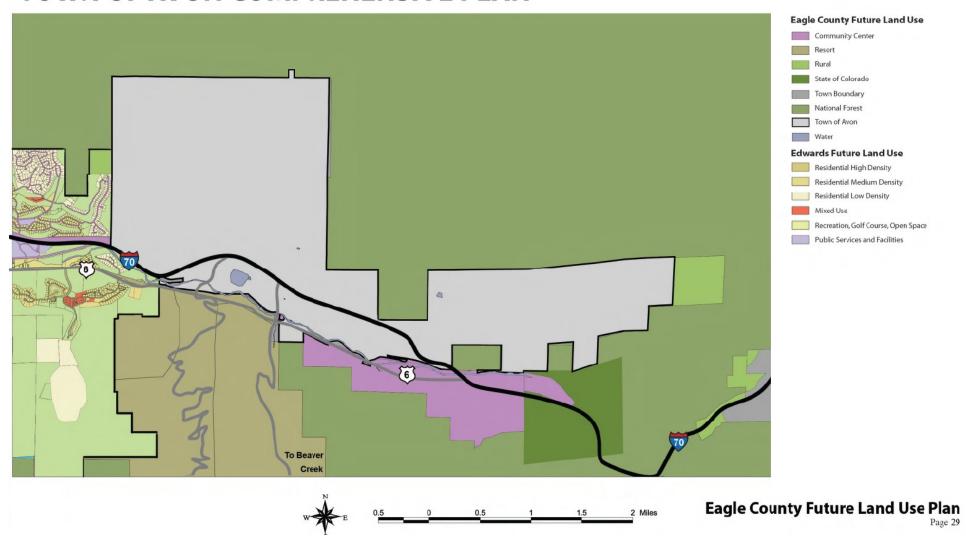
ACCEPTED, APPROVED, AND ADOPTED THIS AVON PLANNING AND ZONING COMMISSION	_ DAY OF	, 2016	
SIGNED:			
Jim Clancy, Chairperson			

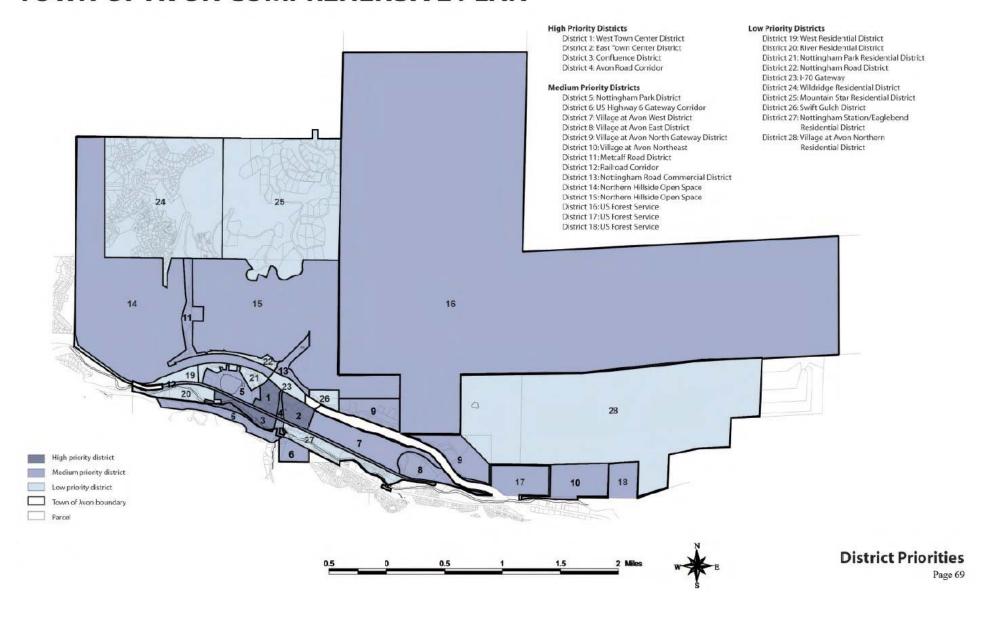




Note: Road alignments are approximate.

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January 25, 2016

Debbie Hoppe, Town Clerk Town of Avon 1 Lake Street Avon, CO 81620

GOVERNED BY:

The Metropolitan Districts of: Arrowhead Beaver Creek Berry Creek EagleVail

The Town of Avon

Dear Debbie,

I have enclosed separate Annexation Plats for Tract WT-1 and WT-2, together containing 5.00 acres, and, on behalf of the Upper Eagle Regional Water Authority ("Authority"), I hereby request serial annexation of both Tracts to the Town of Avon. I have also enclosed the executed Petition for Annexation from the Authority.

The Authority acquired Lot 16, Section 25, Township 4 South, Range 82 West, 6th Principal Meridian, Eagle County, Colorado by U.S. Patent in 2013, Reception No. 201309275, from the United States of America in the Eagle County Land Exchange for the specific purpose of constructing a water storage tank above the Mountain Star Subdivision in the Town of Avon. In order to complete the permitting process for this new tank, it is appropriate that this property first be annexed to the Town. I request that this property be zoned PF – Public Facilities to be consistent with the proposed use of the property. I also request that the Town waive any fees for review of this Petition for Annexation as it is being submitted by another governmental entity in which the Town is a Contracting Party.

The Authority plans to begin construction of this water storage tank in April 2016. I therefore request expedited consideration and approval of this Petition for Annexation so that this important project can proceed to completion as soon as possible.

Sincerely,

Jason Cowles, P.E.

Planner, Upper Eagle Regional Water Authority

Enclosures: Land Development Application

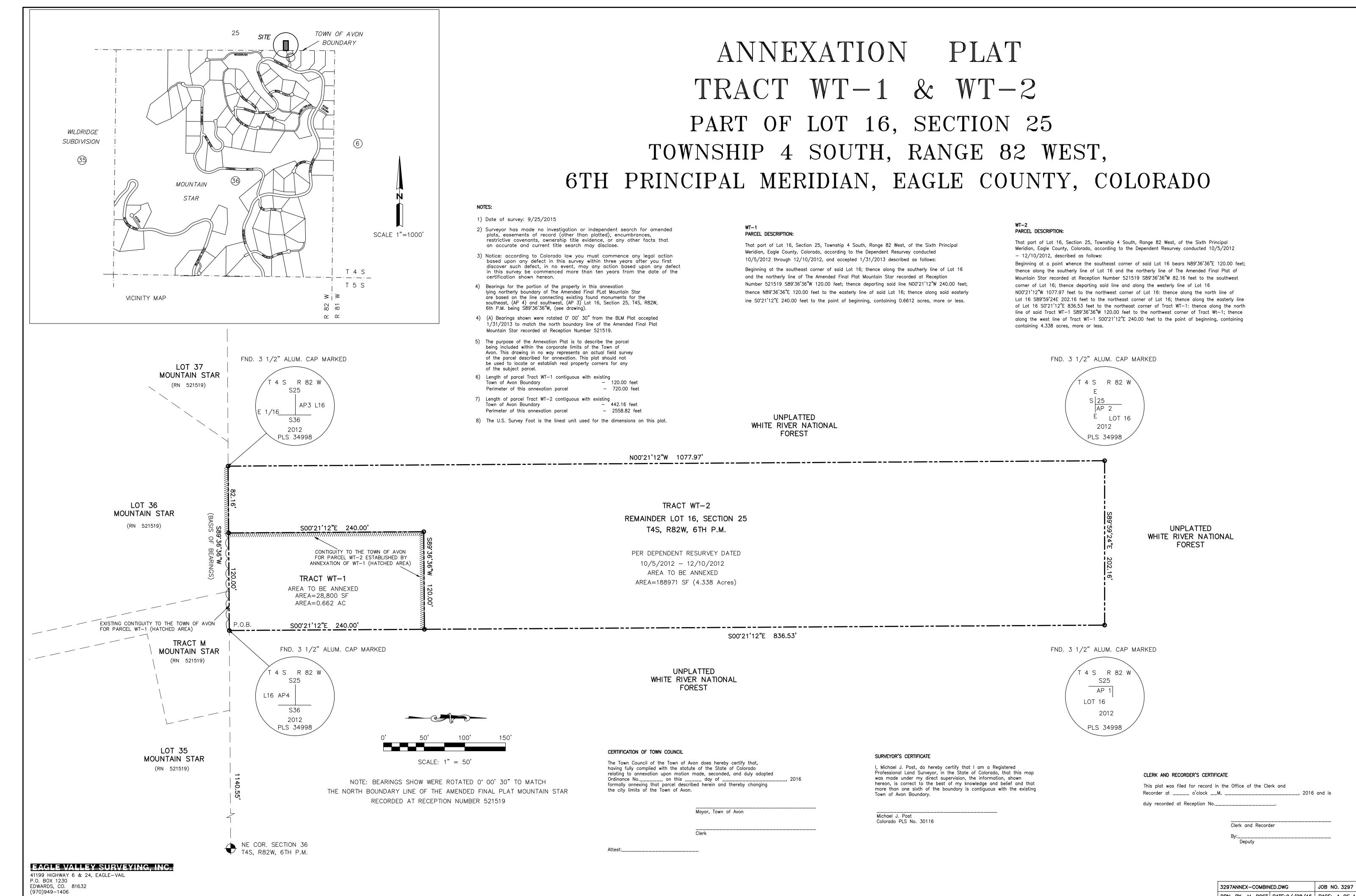
Annexation Petition Annexation Plat

List of Property Owners within 300' of Annexation Parcel

Mailing Envelopes for Adjacent Property Owners

cc: Linn Brooks, General Manager

James P. Collins, General Counsel Virginia Egger, Town Manager Matt Pielsticker, Town Planner



DRN. BY M. POST DATE: 9//28/15 PAGE: 1 OF 1



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council

From: Matt Pielsticker, AICP, Planning Director

Meeting Date: April 12, 2016 Meeting

Agenda Topic: **Public Hearing** - 1041 Permit

Construction of Mountain Star Water Storage Tank

ACTION BEFORE COUNCIL

Motion and Vote on 1041 Permit for construction of the Mountain Star Water Storage Tank.

PROPOSED MOTION

"I move to approve the 1041 Permit for construction of the Mountain Star Water Storage Tank as described in the application materials dated February 12, 2016, with the following findings and conditions:

<u>Findings</u>

The Application was reviewed in accordance with Avon Municipal Code Chapter 7.40, 1041
Regulations, and found to be in conformance with the mandatory review criteria outlined in
Matt Pielsticker's Staff Report dated April 12, 2016.

Conditions

- 1. Prior to construction a Grading and/or Building Permit will be obtained from the Community Development Department.
- 2. Permit is valid from April 15, 2016 to November 15, 2016.

SUMMARY

The Upper Eagle Regional Water Authority ("UERWA") has submitted a proposal to construct a 270,000 gallon water storage tank above the Mountain Star subdivision. A permit is required as the system qualifies as a "Special Water and Wastewater Project" (or "SWWP") according to Avon Municipal Code Section 7.40, Article VII Additional Provisions Applicable to Municipal and Industrial Water Projects, Site Selection and Construction of Major New Domestic Water and Sewage Treatment Systems and Major Extension of Existing Domestic Water And Sewage Treatment Systems.

A public hearing and approval of the permit by Council is required prior to construction activities taking place. This application is scheduled for review and action immediately following the annexation and zoning reviews at the April 12, 2016 meeting.

PROCESS & RESPONSIBLITIES

- The Community Development Director administers the permit application and ensures that the processes required to obtain a 1041 permit are followed, including review and finding that an application meets all of the submittal requirements and criteria.
- The Town Clerk is responsible for public notice requirements and publishing of notice in the newspaper. Following the public hearing, the Town Clerk must maintain records of the application, public comments, and Town Council proceedings.
- Avon's Town Council shall hold a public hearing and serve as the Permit Authority for this
 permit. The Town Council may continue the hearing for a period not to exceed sixty (60)
 days

GUIDELINES & REQUIREMENTS

The Town Council shall approve an application for a 1041 permit for a SWWP only if the proposed construction is in conformance with the regulations of Avon Municipal Code Section 7.40. The following guidelines and requirements must be considered by the Town Council when reviewing this 1041 permit:

- (a) All of the provisions of the 1041 Permit application procedure set forth in Article III of these Regulations have been complied with;
- <u>Staff Response:</u> The Upper Eagle River Authority is authorized to submit the Application, and have met all of the submittal requirements outlined in AMC 7.40.220, Application Submittal Requirements. All procedures within Article III have been adhered to and the permit is eligible for final action by Town Council at the April 12, 2016 regular meeting.
- **(b)** Demographic trends demonstrate a need for the SWWP in order to timely serve existing and future residents and businesses within the Town;
- <u>Staff Response:</u> The UERWA has demonstrated the clear demand for this water storage tank and associated infrastructure. The facilities will serve the Mountain Star subdivision exclusively.
- **(c)** Desirable local and regional community land use patterns will not be disrupted due to the location of the proposed construction, expansion, or modification of the SWWP; <u>Staff Response:</u> The Water Storage Tank site is located on the periphery of Town and bordering USFS lands. No land use patterns will be disrupted due to the location of the SWWP system.
- **(d)** The construction, expansion or modification of all dams or other impoundment structures required by the SWWP, if any, will comply with engineering requirements specified by the Colorado Water Conservation Board and the Office of the State Engineer.

 Staff Response: Not Applicable.
- **(e)** The proposed SWWP is not subject to significant risk from earthquakes, floods, fires, subsidence, expansive soils, avalanches, landslides, or other natural hazards. Staff Response: The Application includes detailed analysis of soils and other geologic hazards. The design of the tank takes these risks into consideration and mitigate potential hazards that may be experienced on the property.

(f) The proposed SWWP will not present an unreasonable risk of exposure to toxic or hazardous substances within the impact area.

<u>Staff Response:</u> There is no present or anticipated risk of exposure to toxic or hazardous substances. After the tank is constructed the normal operations will not require any hazardous materials. Noted is approval of final plans and specifications for construction by the Colorado Department of Public Health and Environment.

(g) The proposed SWWP will not significantly deteriorate floodplains, wetlands or riparian areas in the impact area.

Staff Response: Not Applicable.

(h) The proposed SWWP will not significantly degrade existing visual quality, noise and vibration levels, or odor levels in the impact area.

<u>Staff Response</u>: The proposed facility is cited 1,400 feet up an access road from Paintbrush Road and approximately 175 in elevation higher than the roadway. Based on the topography of the annexation parcels, horizontal location of the tank, and proposed (un)finished appearance of the tank, Staff finds no degradation of visual quality. Noise and other temporary disturbance related to construction activities will be mitigated as proposed.

(i) The proposed SWWP is technically and financially feasible.

<u>Staff Response:</u> The attached Application, technical drawings, and corresponding funding agreements demonstrate that the Mountain Star Water Tank construction is technically and financially feasible.

(j) The proposed construction, expansion, or modification of the SWWP will not directly conflict with the Comprehensive Plan, or other applicable local, regional, and state master plans, including, but not limited to storm drainage and flood control plans and storm water quality plans and programs;

<u>Staff Response</u>: The Application poses no direct conflict with the Comprehensive Plan or other master plans. The corresponding Comprehensive Plan Amendment, if approved on April 12, 2016, will provide further assurance that the Mountain Star Water Storage Tank is in fully compliance with long range planning documents. Goal H.4.4 of the Comprehensive Plan states "Conserve water through public education, supply management, and demand management techniques, requiring residential, commercial, and municipal landscaping to be compliant with water conservation design guidelines." The Application materials demonstrate a commitment to these Comprehensive Plan goals and associated policies.

(k) The SWWP promotes the efficient use of water.

<u>Staff Response:</u> The Application and UERWA Water Conservation Master Plan demonstrate a commitment to the efficient use of water resources. The UERWA is also pursuing a SFE/per year limit in the Mountain Star PUD with incentives, new technology, education, and tiered pricing measures to promote responsible use of water.

(I) The existing wastewater treatment facilities or water treatment facilities within the Town of Avon and which serve the service area must be at or near operational capacity, or will be within five (5) years from the date construction of the SWWP is initiated, based on then current demographic trends.

<u>Staff Response</u>: The tank is designed to provide adequate potable water for full buildout of the Mountain Star subdivision, while meeting fire flow requirements of construction to ensure public safety. The tank is sized appropriately without excess capacity over that warranted by PUD density allowances.

- (m) The proposed construction, expansion, or modification of the SWWP will not increase water pollution levels in violation of applicable federal, state, and local water quality control standards and will result in no net loss of wetland values and functions;
- <u>Staff Response:</u> The Application is governed by strict federal and state level water quality control standards and will not result in the net loss of wetland values.
- (n) The applicant has the technical and financial ability to develop and operate the proposed project in a manner that is consistent with the permit conditions and the public health, safety and welfare.
- <u>Staff Response:</u> The attached Application, technical drawings, and corresponding funding agreements demonstrate that the Mountain Star Water Tank construction is technically and financially feasible.
- (o) The nature and scope of the SWWP will not compete with existing water or wastewater treatment services or create duplicative services within the Town boundaries.
- <u>Staff Response:</u> The scope of the Mountain Star Water Storage Tank will not compete with existing water services. The (temporary) hydro-pneumatic tank currently serving the upper areas of Mountain Star Subdivision will be replaced with the proposed tank.

ATTACHMENTS

Application Materials



February 15, 2016

Matt Pielsticker, Planning Manager Town of Avon 1 Lake Street Avon, CO 81620

Dear Mr. Pielsticker,

GOVERNED BY:

The Metropolitan Districts of: Arrowhead Beaver Creek Berry Creek EagleVail Edwards

The Town of Avon

Enclosed you will find two bound copies of an application for a permit to conduct a Designated Activity of State and Local Interest pursuant to Chapter 7.40 – 1041 Regulations of the Town of Avon development code. A digital copy of the application is also included on the enclosed thumb drive for your use. The Upper Eagle Regional Water Authority (UERWA) is proposing to construct a water storage tank above the Mountain Star Subdivision on land that is concurrently proposed for annexation into the Town of Avon, and is requesting a concurrent review of the enclosed 1041 Application.

I request that the Town waive any fees for review of this 1041 Permit Application as it is being submitted by another governmental entity in which the Town is a Contracting Party.

Thank you for all of your assistance with this process.

Sincerely,

Jason Cowles, P.E.

Planner, Upper Eagle Regional Water Authority

Mountain Star Water Storage Tank

Application for a Town of Avon 1041 Permit to Conduct a Designated Activity of State and Local Interest

Submitted by:

Upper Eagle Regional Water Authority 846 Forest Road Vail, CO 81657 Tel: (970) 476-7480

Prepared by:

Jason Cowles, P.E. Upper Eagle Regional Water Authority 846 Forest Road Vail, CO 81657 Tel: (970) 476-7480

Submitted: February 12, 2016



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I. INTRODUCTION

The Upper Eagle Regional Water Authority ("Authority" or "UERWA") is proposing to construct a 270,000 gallon water storage tank on land that it is proposing for annexation into the Town of Avon, Colorado for purposes of improving service to the Mountain Star Planned Urban Development (PUD). The tank will be located just north of the Mountain Star PUD and is referred to herein as the "Mountain Star Tank" or "the Project". The tank will be situated on a tract of land that was acquired by the Authority in the Eagle Valley Land Exchange adjacent to the boundary of the White River National Forest (WRNF). Pursuant to Town of Avon Development Code Chapter 7.40 – Regulations for Areas and Activities Designated as Matters of State and Local Interest (the "1041 Regulations"), the Authority is submitting this application for a Town of Avon Permit to Conduct a Designated Activity of State Interest.

Below, and in the attached Figures and Exhibits, please find the application requirements outlined in Sections 7.40.220 and 7.40.640 of the Town of Avon's Regulations for Matters of State Interest. Each application question and/or requirement is restated in italicized text and the response is provided directly below in a normal font.

II. APPLICATION SUBMITTAL REQUIREMENTS (Section 7.40.220)

Each application shall contain, at minimum, the items required below. If requested by the applicant in writing, including detailed reasons for the request, the Director may waive any of the required application materials deemed by the Director as not relevant to the Town Council's review of the 1041 Permit application. Any such waiver shall be set forth in writing and executed by the Director.

Additional materials may be required pursuant to guidelines and regulations adopted by the Town Council following the designation of particular matters of state interest by the Town Council. The application shall include the following information:

A) Information regarding the applicant:

1) The names, addresses organizational form and business, of the applicant and, if different, the owner of the proposed project.

Applicant and Project Owner:

Upper Eagle Regional Water Authority 846 Forest Road Vail, CO 81657

Tel: (970) 476-7480

Project Manager: Jason Cowles, P.E., jcowles@erwsd.org

Business of the Applicant: The UERWA is a quasi-municipal corporation and a political subdivision of the State, whose goal is to provide its customers with a safe and dependable supply of drinking water. The Eagle River Water & Sanitation District (ERWSD) manages and operates the domestic water treatment and distribution system of the UERWA through an Operations Agreement. The most current organizational chart for the ERWSD/UERWA is included as EXHIBIT A.

2) The names, addresses and qualifications of individuals who are or will be responsible for constructing and operating the project, including those areas of expertise and experience of said individuals with projects directly related or similar to that proposed in the application.

Civil Engineering:

Alpine Engineering, Inc.

P.O. Box 97

Edwards, Colorado 81632

Phone: (970) 926-3373

Project Managers: Matt Wadey, PE, wadey@alpinecivil.com & Gary Brooks,

brooks@alpinecivil.com

Qualifications: The Principals of AEI, Matt Wadey, PE; Gary Brooks, Gary Almgren and Tim Leininger have 78 years of combined engineering, surveying and project management experience within Colorado. The AEI staff of eight (8) is rounded out with Professional Engineers, Professional Licensed Surveyors, Design Engineers and Technicians with specific expertise in land and site development. AEI has been located in Edwards for 27 years.

AEI specializes in land and site development and utility infrastructure projects, and has worked on numerous water system design projects for ERWSD, UERWA, various Metropolitan Districts, and the Town of Eagle. These projects include approximately seven water storage tanks through completed civil design and construction.

Tank Design:

SGM, Inc.

118 W. Sixth Street, Suite 200 Glenwood Springs, CO 81601

Phone: (970) 945-1004

Principal-In-Charge: Chap Paulson, PE CWP Senior Structural Engineer: Bill Swigert, PE SE Project Manager: Theresa Weidmann, PE Qualifications: SGM, Inc. (SGM), incorporated in 1986, is a multidisciplinary engineering, surveying and consulting firm headquartered in Glenwood Springs, CO with additional offices in Gunnison, Aspen, Meeker, Salida, Grand Junction and Durango. SGM serves as the Authority's water system master planning consultant, and has engineered a number of water treatment, water storage, and water distribution projects throughout the UERWA and ERWSD water systems. The SGM project team brings over 60 years of professional experience designing water and wastewater storage tanks throughout Western Colorado, including local projects such as the Arrowhead Mountain Tank in the UERWA system, three concrete tanks in the Red Sky Ranch PUD, and tanks within the Beaver Creek Mountain Water System.

Project Operation:

Upper Eagle Regional Water Authority 846 Forest Road Vail, CO 81657

Tel: (970) 476-7480

Project Manager: Jason Cowles, PE, jcowles@erwsd.org

Qualifications: Refer to Part B, 8 (vi) of this application.

Construction:

Aslan Construction, Inc. 120 Bunyan Ave., Suite 200 Berthoud, CO, 80513

Tel: (970) 344-1040

Principal: Mike Pelphrey, mikep@aslanconstruction.com

Qualifications: Aslan Construction, Inc. has been selected as the General Contractor At-Risk to construct the tank using a qualification based selection process. Aslan is a Colorado based contractor specializing in water/wastewater construction that works primarily for municipalities, water districts and other governmental agencies. Aslan has been in operation for over 15 years, and in that time has successfully completed 13 water storage tank projects, in addition to a significant number of water and wastewater treatment plant projects, water booster pumping stations, and wastewater lift stations. Aslan has a highly qualified staff of approximately 40 employees and maintains a bonding capacity of \$40 million.

3) Authorization of the application package by the project owner, if different than the applicant.

The Applicant, the Upper Eagle Regional Water Authority, is the Project Owner. A letter from the UERWA General Manager authorizing the project is included as EXHIBIT B.

- B) Information regarding the proposed project:
 - 1) Detailed plans and specifications of the proposed project and a summary of alternatives.

The proposed Mountain Star Tank Project involves the construction of an above ground concrete water storage tank, immediately to the north of the Mountain Star PUD in Avon, CO. A map showing the proposed tank location is included in Figure 1.

Figure 1 - Location of Proposed Water Storage Tank Site of proposed water storage tank Woodrush Paintbrush

The cylindrical concrete tank will be approximately 270,000 gallons in volume, 47 feet in diameter, and 24 feet in height. The tank must be constructed at an elevation of 9,375 feet above-sea-level in order to provide a minimum pressure of 60 pounds per square

inch (psi) of water pressure to the highest elevation home sites in the Mountain Star PUD. A Basis of Design Report including 60% complete construction plans and specifications for the Mountain Star Tank is provided in Exhibit C.

Exhibit C also provides design details on the infrastructure that will be installed to connect the tank to the UERWA water system, including: water transmission lines; electrical lines to provide power to the tank's control system; and communications lines for the controls and remote monitoring by ERWSD staff.

An emergency outfall pipe will also be constructed, as shown on Exhibit B. This outfall will only be used if the tank needs to be drained in an emergency and the water cannot be routed back into the UERWA treated water system. The pipe will outfall into a drainage ditch along the tank access road, which connects to a roadside ditch along Paintbrush Road, and eventually drains into the Buck Creek drainage. Grouted riprap at the outlet and temporary erosion control fabric installed in the ditch, along with other best management practices (BMPs), will be utilized to prevent erosion in the rare event that the tank would need to be drained. The existing and proposed ditches have adequate capacity to convey the anticipated flow from draining the tank.

Three alternatives were considered for the Project. One alternative involved the construction of a new welded steel storage tank. A second alternative involved the relocation of a decommissioned 330,000 gallon steel tank that was previously serving the Edwards area. Finally, a new concrete tank was considered. Relocation of the 330,000 gallon tank from Edwards was ruled out because the tank structure would require significant structural modifications to withstand anticipated snow loads at the Mountain Star Tank site and the estimated cost to relocate and modify the tank would have exceeded the cost to construct a new steel tank. A new concrete tank was ultimately selected over a new steel tank because of the longer lifespan of concrete tanks and lower long term operation and maintenance costs. Well maintained steel tanks generally have an anticipated lifespan of 50 years, while a well maintained concrete tank can achieve a lifespan of 100 years or more. Maintenance of either concrete or steel water storage tanks involves periodic cleaning, which can be done without draining the tank or taking the tank offline. Interior and exterior coatings of steel tanks must be removed and reapplied every 10 to 15 years to protect the steel from corrosion. The process of removing and reapplying the coating is expensive and requires that the tank be drained and taken off line for an extended period of time. Concrete water storage tanks do not require coatings. Concrete tanks therefore have lower long term operation and maintenance lifecycle costs and require less down-time to maintain than steel tanks.

Alternatives considered for the capacity of the proposed Mountain Star tank have ranged from 235,000 to 500,000 gallons. A larger 500,000 gallon tank was initially considered in order to meet excessive irrigation demands in the Mountain Star PUD. The capacity of the proposed tank has been set at 270,000 gallons, as recommended by SGM, Inc., the Authority's water system modeling engineer, to meet a capped demand rate of 100,000

gallons per single-family equivalent per year in the Mountain Star PUD. A memorandum prepared for Mountain Star water system improvements prepared by SGM, Inc. is provided as Exhibit D.

2) Schedules for designing, permitting, constructing and operating the project, including the estimated life of the project.

Design and permitting are proceeding concurrently. The design and permitting process is expected to be completed by April 15, 2016. Construction of the tank will occur between April 15, 2016 and November 15, 2016. Operation of the tank would then begin late in 2016. A schedule for design, permitting and construction is provided in Exhibit E. The Tank will be designed to have at least a 100-year service life.

3) A list of all other federal, state and local permits and approvals that will be required for the proposed project, together with any proposal for coordinating these approvals with the Town review process.

The following federal, state, and local approvals are required by the proposed project and will be obtained prior to construction:

- Town of Avon Building Permit
- Town of Avon Grading Permit (Optional, but may be required to start construction ahead of a building permit)
- Colorado Department of Public Health and Environment (CDPHE) Construction Stormwater Discharge Permit
- CPDHE Facility Design Review for Drinking Water Project
- 4) Copies of all official federal and state consultation correspondence prepared for the project, a list of all mitigation required by federal, state and local authorities and copies of any draft or final environmental assessments or impact statements required for the proposed project.

The parcel of land that the Mountain Star Tank will be situated on was acquired by the Authority from the United States Forest Service (USFS) in the Eagle Valley Land Exchange (EVLX). An environmental assessment (EA) was prepared by the USFS for the EVLX. The final EA is provided in Exhibit F. The EVLX was ultimately approved by the USFS based upon a finding of no significant impact.

The EVLX EA recommends the following conservation measures to avoid, minimize or mitigate adverse effects.

 Develop conservation easements that promote ecological characteristics for the conservation of greater sage-grouse and their habitats as described in the 2002 Forest Plan Forest-wide Standards and Guidelines.

- 2. Encourage third-party entities of Parcels #1 West Avon, #2 FS Village, #3 Highway, #4 Cordillera, #6 CVC Water Tank to:
 - a. Become signers to the Greater Sage-Grouse Conservation Plan for Northern Eagle County and Southern Routt County
 - b. Become active participants in the Northern Eagle County and Southern Routt County Greater Sage-Grouse Working Group
 - c. Follow the greater sage-grouse habitat conservation practices described in that document

And the following mitigating actions are recommended to minimize impacts to mule deer during winter.

- Develop conservation easements that provide adequate amounts of quality forage, cover and solitude for deer and elk to effectively use winter range habitat in average winters
- 2. Restrict disturbance to mule deer on winter range from December 1st to April 14th.

It should be noted that the recommendations contained within the EVLX EA were based upon an evaluation of the EVLX in its entirety in which 4 privately owned parcels totaling 1,468.13 acres were exchanged for 10 federally owned parcels totaling 983.79 acres. The exchange parcels covered a wide geographical area and contained a variety of habitats or potential habitats for threatened, endangered, and sensitive species. Therefore, the mitigation measures recommended within the EVLX EA were not all applicable to the Mountain Star Tank parcel.

In 2008, potential site specific impacts to wildlife and terrestrial species were evaluated by the USFS in a Biological Assessment (for Federally-listed Threatened and Endangered Species) and a Biological Evaluation (for USFS Sensitive Species, Management Indicator Species, and other species of concern). These evaluations were prepared by the USFS during a time when the Authority was preparing to apply for a Special Use Permit to construct both the Mountain Star and CVC Tanks on USFS land. The Authority was subsequently asked to participate in the EVLX, and ultimately decided to delay permitting and construction of the Mountain Star Tank until the EVLX was completed. The site specific Biological Assessment and Biological Evaluation are provided in Exhibit G.

Development of the Mountain Star Tank Parcel was found to have no impact on any USFS Sensitive Species, Management Indicator Species, or other species of concern and no effect on Threatened or Endangered species. No site specific mitigation measures were recommended by the USFS.

The proposed Mountain Star Tank is located within the USFS White River National Forest Plan Management Area 5.41 for deer and elk winter range. Potential impacts to

winter range of elk and deer will be mitigated by the fact that construction will take place between April 15th and November 15th, and that the access roads will be a low use, single purpose, gated road after construction. Construction start and finish dates designed to mitigate impacts to deer and elk winter range will be enforced in the construction contract with Aslan Construction and are reflected in the project schedule provided in Exhibit E. The USFS did not request additional mitigation for potential winter range impacts.

5) A description of all hazardous, toxic and explosive substances to be used, stored, transported, disturbed or produced in connection with the proposed project, including the type and amount of such substances, their location and the practices and procedures to be implemented to avoid accidental release and exposure.

During construction of the proposed Mountain Star Tank, a variety of heavy equipment and vehicles will access the site. These vehicles will have standard capacities for fuel, motor oil, and hydraulic fluids; vehicle refueling will take place at a designated area onsite. Vehicles will be properly maintained to avoid accidental release or exposure. Any sealants that will be used on the tank must be NSF 61 certified, which is certified for use in contact with potable water.

All applicable Occupational Safety and Health Administration (OSHA) health and safety standards will be followed by on-site crews to prevent accidental release and exposure of chemicals from construction equipment and to provide for the safety of the workers. Access to the site during construction will be restricted by the use of signage and construction fencing for the safety of the public.

Normal operation of the Mountain Star Tank will not require any hazardous materials. Routine maintenance and periodic inspections will be required, at which times an ERWSD fleet vehicle will drive to the site.

6) All contracts or agreements that the applicant or owner has entered into prior to the date of application for the 1041 Permit which relate directly or indirectly to the proposed project or a summary of agreements which the applicant or owner expects to enter into in order to complete the project, including intergovernmental agreements, if applicable.

The Authority anticipates entering into the following contracts or agreements in order to complete the project:

- A Three Party Funding Agreement involving the Town of Avon, the Mountain Star Homeowner's Association, and the Authority regarding each entity's financial contributions and obligations for the construction of the tank, and ongoing obligations after construction of the tank.
- A contract between the Authority and Aslan Construction for the construction of the tank using a standard Engineers Joint Contract Documents Committee

- Contract for a Cost-Plus Construction Contract with a Guaranteed Maximum Price.
- Contracts with Geotechnical, Structural and Civil engineering consultants for construction engineering services.
- 7) The need for the proposed project in the Town, particularly in relation to existing and/or permitted facilities, which perform a function similar or identical to that of the proposed project.

The uppermost pressure zone in the Mountain Star PUD's water system does not contain a physical water storage tank to meet the in-zone equalization storage, emergency storage, or fire flow storage requirements. During the approval process for the PUD, it was determined that the best location for a gravity water storage tank to serve the uppermost portion of the development was on United States Forest Service (USFS) land immediately to the north of the PUD, at sufficient elevation to provide adequate water pressure to the highest elevation lots in the zone. The Developer was unable to secure a Special Use Permit from the USFS to construct the gravity storage tank at that time. A hydro-pneumatic tank was constructed in-lieu of a gravity storage tank until such time that a gravity storage tank could be permitted and constructed and a 750 gallon per minute (gpm) fire pump was installed in the booster pump station serving the uppermost pressure zone to provide fire flows. The Authority has successfully acquired the land needed for the Mountain Star Tank in the recently completed Eagle Valley Land Exchange, and as a result is proposing to replace the existing hydro-pneumatic tank with a gravity water storage tank.

The existing hydro-pneumatic tank is a 5,000 gallon pressure vessel that can maintain water system pressure under light demand. Under high demand or when system pressure drops below set levels, booster pumps are activated to boost the water pressure in the zone and/or satisfy the demand. The existing system requires this mechanical pumping to maintain water pressure and flow during emergency operations such as fire events. This system is inefficient to operate, has frequent water pressure fluctuations, and does not contain adequate storage to buffer against high demands within the zone. The Authority has had to declare several water service emergencies within the PUD in recent years at times when water demands have exceeded the delivery and storage capacity of the water system. The mechanical pumps that pressurize the zone and provide fire flow also have the potential to fail, causing inadequate flow and pressure during normal operations or an emergency fire event. Finally, the existing 750 gpm fire pump does not meet the current International Fire Code's recommended fire flow rate of 1,500 gpm. For these reasons, Insurance Service Office (ISO) Fire Service Ratings for the Mountain Star PUD are substandard, which results in higher home insurance premiums. The proposed gravity storage tank will improve ISO Fire Service Ratings within the PUD, satisfy water storage requirements, improve water availability, fire flow, and operations within the subdivision, and will

eliminate the need for the Authority to declare water service emergencies under normal operating conditions.

- 8) A description of the technical and financial feasibility of the proposed project, including:
 - i) The estimated construction costs and period of construction for each component of the project and the total mitigation costs for the proposed project and alternatives.
 - Design costs for the Mountain Star Tank are currently estimated to be approximately \$152,520
 - Aslan Construction is currently estimating a guaranteed maximum price of \$1.58m for construction of the project.
 - Construction Engineering costs are estimated to be approximately \$90,000
 - No additional mitigation costs are anticipated.
 - ii) Revenues and operating expenses for the proposed project and alternatives.

Revenues for the Project will be contributed from a number of sources. The Town of Avon has historically collected tap fees totaling \$875,707 from the construction of new homes in Mountain Star which the Town has agreed to contribute to the design and construction of the tank with the consent of the Mountain Star HOA. Future tap fees are estimated to total \$78,500. The Authority has agreed to contribute an additional \$135,000 toward the construction of the tank, and Mountain Star, LLC is contributing \$105,000. This leaves approximately \$734,509 remaining to be funded by the Mountain Star PUD. A budget estimate is provided in Exhibit H. At the time that this application was prepared, the Mountain Star Homeowner's Association was considering funding the remaining construction costs through a combination of existing capital reserves and debt that would be backed by an increase in HOA dues. The Authority's continued operation and maintenance of the tank will be funded by water sales revenues.

iii) The amount of and security for any proposed debt and the method and estimated cost of debt service.

The amount of debt to be issued by the Mountain Star HOA, the payback period, and interest rates had not been determined at the time this application was prepared.

iv) Details of any contract or agreement for services in connection with the proposed project.

There are no contracts or agreements for services in connection with the Project.

v) A description of the persons or entities who will pay for or use the project and/or service produced by the development and those who will benefit from any and all revenues generated by it. The Mountain Star Tank will benefit the 88 single-family residential lots in the Mountain Star PUD by providing adequate water storage for current and future customers within the development. The Authority will be able to provide a higher level of service to the PUD as a result of the project. Firefighting operations in the area carried out by the Eagle River Fire Protection District will be improved by the increase in available fire storage volumes. The Authority's continued operation and maintenance of the tank will be funded by water sales revenues.

vi) Documentation of financial and technical capabilities of the applicant/owner, to demonstrate that the project will be completed in a reasonable length of time and will comply with all applicable Town requirements.

The UERWA is a quasi-municipal corporation and a political subdivision of the State, whose goal is to provide its customers with a safe and dependable supply of drinking water. The ERWSD manages and operates the domestic water treatment and distribution system of the UERWA through an Operations Agreement, and employs a highly-qualified staff of approximately 100 employees. The UERWA operates under the direction of an elected board of directors that is separate from the ERWSD's board of directors.

The UERWA provides water through 115 miles of transmission lines to its six members: Avon, Arrowhead, Beaver Creek, Berry Creek, Eagle-Vail, and Edwards. In addition, the UERWA services the Bachelor Gulch and Cordillera Metropolitan Districts. The primary source of water to the Eagle-Vail, Avon, Arrowhead, Beaver Creek, and Bachelor Gulch systems is the 10 million gallons per day (MGD) surface water treatment plant located in Avon. The primary source of water for the other members is the 5 MGD Edwards Drinking Water Facility. During the summer months, three wells, completed in the Eagle River Alluvial Aquifer in the Edwards area, produce 500, 270, and 90 gallons per minute (0.720, 0.389, and 0.130 MGD, respectively) to supplement the system. The Ranch side of Cordillera has seven small wells totaling approximately 450 gallons per minute (0.648 MGD) to supplement that area, which operate for a few months out of the year. In addition, a connection to the Vail well water system through Dowd Junction supplies up to 2.3 MGD to the Eagle-Vail and Avon areas.

The ERWSD operates three wastewater treatment plants located in Vail, Avon, and Edwards. The wastewater treatment plant in Avon was built in 1966, with the most recent expansion of the plant completed in 1997, bringing the capacity of this treatment plant to 4.3 MGD. The Vail wastewater treatment plant was originally constructed in 1969, and was expanded in 1982 and modified in 2000; the capacity of the Vail plant is 2.7 MGD. The wastewater treatment plant in Edwards was constructed in 1981, with expansions completed in 1986 and 2001, providing a capacity for treatment of 2.95 MGD. The average daily flow through the entire

ERWSD wastewater system is 5.5 MGD, with the maximum peak week flow of 7.7 MGD and a minimum flow of 3.7 MGD.

The Applicant currently operates 48 water tanks in the ERWSD and UERWA service areas, ranging in capacity from 20,000 to 2.5 million gallons. Appropriate permits have been obtained for all of these water tanks, and there have been no significant incidents or malfunctions in the operations of any of the water tanks to-date. The Applicant will be responsible for supervising the work of AEI, SGM, Aslan Construction, and other subcontractors. Jason Cowles, the Project Manager, is the ERWSD's Capital Improvement Program Planner. He has over eighteen years of experience as a civil engineer, and holds licenses as a Colorado professional engineer, as well as certified water professional licenses in water distribution, wastewater collection, and wastewater treatment. Mr. Cowles has participated in the design, permitting and construction of various heavy civil infrastructure projects throughout Colorado, and was involved in the design, permitting and construction of the ERWSD's 2.5 million gallon Cordillera Valley Club Regional Water Storage Tank.

The UERWA prepares a long-range financial plan as part of the budget process each year. The current plan is to issue \$11.7 million in revenue bonds in late 2017 to fund its planned capital projects. The Authority's water rates in place are adequate to cover the operations for these future projects and its existing infrastructure.

C) A report completed by a qualified environmental engineer summarizing the environmental impacts of the project on air quality, threatened or endangered species, visual quality, noise and vibrations and odors, within the area to be impacted by the project. The report required by this Section shall include reference to all sources of data used in compiling the report.

Air Quality

The airshed affected by the project has prevailing winds out of the northwest. However, significant variability can exist due to seasonal changes and regional mountain weather patterns.

The Environmental Protection Agency (EPA) and the Air Pollution Control Division of the CDPHE have established air quality standards to protect public health and the environment. The National Ambient Air Quality Standards (NAAQS) adopted by EPA and the Colorado Air Quality Control Division are presented in Table 1.

Table 1: NAAQS for the Six Principal Criteria Pollutants (EPA 2015)

Pollutant	Primary/ Secondary	Averaging Time	Level	Form
Carbon Monoxide (CO)	Primary	8 hours	9 ppm	Not to be exceeded
		1 hour	35 ppm	more than once per year

Lead (Pb)		Primary & Secondary	Rolling 3 month period	0.15 μg/m3 (1)	Not to be exceeded
Nitrogen Dioxide (NO2)		Primary	1 hour	100 ppb	98th percentile of 1- hour daily maximum concentrations avg. over 3 years
		Primary & Secondary	1 year	53 ppb (2)	Annual Mean
Ozone (O3)		Primary & Secondary	8 hours	0.070 ppm (3)	Annual fourth-highest daily maximum 8-hour concentration, averaged over 3 years
Particle Pollution (PM)	PM 2.5	Primary	1 year	12.0 µg/m3	annual mean, averaged over 3 years
		Secondary	1 year	15.0 µg/m3	annual mean, averaged over 3 years
		Primary & Secondary	24 hours	35 µg/m3	98th percentile, averaged over 3 years
	PM10	Primary & Secondary	24 hours	150 μg/m3	Not to be exceeded more than once per year on average over 3 years
Sulfur Dioxide (SO2)		Primary	1 hour	75 ppb (4)	99th percentile of 1- hour daily maximum concentrations, averaged over 3 years
		Secondary	3 hours	0.5 ppm	Not to be exceeded more than once per year

- (1) In areas designated nonattainment for the Pb standards prior to the promulgation of the current (2008) standards, and for which implementation plans to attain or maintain the current (2008) standards have not been submitted and approved, the previous standards (1.5 μ g/m3 as a calendar quarter average) also remain in effect.
- (2) The level of the annual NO2 standard is 0.053 ppm. It is shown here in terms of ppb for the purposes of clearer comparison to the 1-hour standard level.
- (3) Final rule signed October 1, 2015, and effective December 28, 2015. The previous (2008) O3 standards additionally remain in effect in some areas. Revocation of the previous (2008) O3 standards and transitioning to the current (2015) standards will be addressed in the implementation rule for the current standards.
- (4) The previous SO2 standards (0.14 ppm 24-hour and 0.03 ppm annual) will additionally remain in effect in certain areas: (1) any area for which it is not yet 1 year since the effective date of designation under the current (2010) standards, and (2)any area for which implementation plans providing for attainment of the current (2010) standard have not been submitted and approved and which is designated nonattainment under the previous SO2 standards or is not meeting the requirements of a SIP call under the previous SO2 standards (40 CFR 50.4(3)), A SIP call is an EPA action requiring a state to resubmit all or part of its State Implementation Plan to demonstrate attainment of the require NAAQS.

Areas which violate the NAAQS for one or more of the six criteria pollutants are classified by EPA as non-attainment areas. According to the most recent Criteria Pollutant Nonattainment Summary Report, Eagle County is not included in any nonattainment areas (EPA 2015). Thus, relative to National and State standards, ambient air quality at the Mountain Star Tank Site should be considered to be high. In addition, the Colorado Air Quality Control Commission's Annual Report to the Public indicates that regional air quality in the Central Mountains, including Eagle County, is in compliance with all federal ambient air quality standards (CDPHE 2014-2015).

Air pollutants of concern during construction of the Mountain Star Tank would be carbon monoxide and fine particulate matter (PM2.5) from fuel combustion in motor vehicles, and respirable particulate matter (PM10) or fugitive dust from construction activities and wind erosion from disturbed areas. Atmospheric impacts would be minimized, in part, through the implementation of erosion control methods. Sprayed water would be applied to unpaved transportation areas during construction to suppress dust.

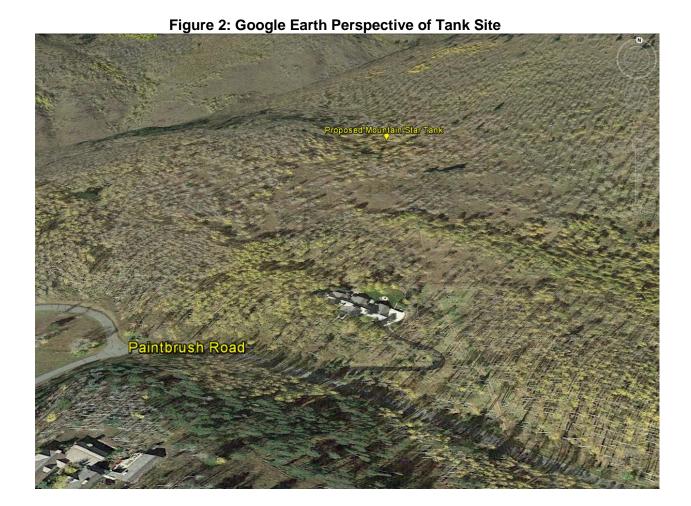
Operation of the Mountain Star Tank will have no impact on air quality, as the tank will produce no emissions.

Threatened or Endangered Species

Please refer to Section I, B (4) of this report for a discussion on impacts to threatened or endangered species.

Visual Quality

The Mountain Star Tank will be located in an aspen forest approximately 1,400 feet to the north of Paintbrush Road, and will be approximately 175 feet in elevation higher than Paintbrush Road. The tank parcel is moderately sloped from north to south, with existing grades of up to 1' vertical in 5' horizontal. The initial grades going uphill toward the tank from Paintbrush Road are relatively steep. Approximately 800 feet uphill there is a grade break where the slope flattens slightly over the next 600 feet. This grade break and the distance between the Tank and Paintbrush Road will obscure the tank from view below. An intermediate ridge immediately to the west of the tank will further obscure the tank from view. In discussions with the Mountain Star Design Review Board, it was agreed that it would be appropriate for the tank exterior to be left as bare concrete, as the concrete would better blend in with the surrounding aspen forest than a painted tank. Figure 2 shows a perspective view of the tank site generated in Google Earth.



Noise, Vibrations and Odors

Temporary nuisance factors during the construction of the tank will affect residents of the Mountain Star PUD in the area immediately adjacent to the project site; however BMPs will be utilized to limit these impacts. In addition, access to the Site is very limited due to the nature of the gated community and the low density development in the Mountain Star PUD. Noise will be produced by construction and delivery equipment only during working hours, which will be limited to 7:00 am through 6:00 pm Monday through Saturday in accordance with Mountain Star Construction Regulations. Fumes and corresponding odor from construction equipment will be minor and will be mitigated by the fact that the tank site is located at least 1,000' away from the nearest residence. Construction equipment may cause some appreciable vibrations in the area immediately surrounding the tank; however, access to the construction area will be restricted by fencing.

During its operation (post-construction), the tank will essentially be an inanimate object that will produce no noise, vibration, or odors.

- D) A report completed by a qualified traffic engineer summarizing the impact of the proposed project on the Town's existing and planned transportation network, including at minimum the following:
 - A map and description of the transportation network to be affected by the proposed project, including current and projected road locations, conditions and capacities and maintenance provisions and costs.
 - 2) A map and description of current commuting patterns, traffic volumes and types of vehicle use.
 - 3) Descriptions of the impact and net effect of the proposed project on the transportation network, including the cost of any necessary improvements required in order for the project to proceed or necessitated after expected completion of the project.

The Mountain Star Tank Project will only require periodic visits for inspection and maintenance by ERWSD staff, therefore the project will have no impact on the Town's transportation network.

E) A description of the existing levels, demand for, adequacy and the operational and maintenance costs of public services and facilities affected by the project, including services and facilities of the Town and other affected local governments, including but not limited to Eagle County, school districts and special districts.

The Mountain Star Tank Project will not place any demands on or affect any existing public services or facilities of the Town or other local governments.

F) A report summarizing the socio-economic impacts of the proposed project.

This requirement is not applicable to this project upon consultation with Town of Avon staff.

- G) A report summarizing the anticipated impact of the project on existing land uses within the Town and other existing property rights, including but not limited to:
 - 1) A description of all property rights, including water rights, surface rights, mineral rights, rights-of-way and easements, which must be obtained or will be affected, in order to construct and operate the projects; the identity of the owners of these rights; and the anticipated methods of acquiring these rights.

The tank site is currently located on unplatted land in Eagle County. A Federal Patent for the land was issued to the Authority as a result of the EVLX. The tank site will be annexed into the Town of Avon and zoned using the Public Facilities zoning designation. The site will be accessed via an existing access road that extends from the Paintbrush Road right-of-way through Mountain Star Tract M, both of which are owned by the Mountain Star Homeowner's Association. An existing access and utility easement exists on Tract M.

The water supply of the Authority includes 2,109.204 acre feet of historic consumptive use credits that the Authority owns or perpetually leases from its member entities, 835.5 acre feet of in-basin storage in Eagle Park and Homestake Reservoirs, and contracts for 1,258 acre feet of out-of-basin storage in Wolford Mountain and Green Mountain Reservoirs. The Authority has decreed augmentation plans to utilize its storage rights to replace any out of priority diversions so as not to injure owners of senior downstream water rights. Water will be supplied to the project primarily via decreed diversion points on the Eagle River at the Authority's Avon Drinking Water Facility (ADWF) raw water intake and at the Metcalf Ditch Headgate. The Mountain Star Tank project is designed to provide to provide adequate potable water storage to serve the build-out of the existing Mountain Star development, and does not contain excess capacity to serve new development. No additional water rights are necessary to supply the project.

A mineral report prepared for the EVLX is included as Exhibit I. The report indicates that the potential for locatable, leasable and salable mineral potential on the parcel is low. No recognized mining or geologic hazards are present on the site, and no mining claims or leases exist, or are pending, on the site. Therefore the Project will not affect mineral rights held by others.

2) An assessment of whether the proposed project is consistent with the Town's land use policies as set forth in the Comprehensive Plan and this Development Code.

The project is consistent with the following goal and policy outlined in the Town of Avon's 2006 Comprehensive Plan:

Goal H.4 - Conserve environmental resources to ensure their most efficient use

 Policy H.4.4: Conserve water through public education, supply management, and demand management techniques, requiring residential, commercial, and municipal landscaping to be compliant with water conservation design guidelines.

The UERWA has adopted a Water Conservation Master Plan (Exhibit J) that has been approved by the Colorado Water Conservation Board, and is designed to encourage efficient utilization of water.

In existing developments, the District and Authority are studying the implementation of water budgets as a water demand management technique. The District is currently in the process of filling a new position for a water demand management coordinator who will be responsible for: updating the Authority's Water Conservation Master Plan; developing a public outreach program to educate customers about water conservation; overseeing a water demand management pilot study; and using the information gathered in the pilot study to develop a water budgeting program that would eventually be rolled out to all customers of the Authority and District. The stated purpose of this program is to

encourage customers to use water more efficiently over time, in order use the existing water supply to serve an expanding population, while protecting water rights and the natural water resource.

Recently, the District and Authority updated their policies for cash-in-lieu dedication of water rights for increased service caused by the redevelopment of property currently served by the Authority or new development not currently within the Authority's service area. This policy allows for a reduction in the cash-in-lieu dedication amounts if a developer can provide evidence that landscape design and water use in the development will demonstrate a conservative water use that is less than the Authority's projected new or increased water use that is used to calculate the cash-in-lieu fee. This provides incentive for developers to install water conserving landscapes in order to reduce their upfront fees. The projected water use amount is enforced as a condition of the water service agreement between the Authority and the developer.

In negotiations with the Mountain Star HOA and Town of Avon, the Authority is pursuing a 100,000 gallon per SFE per year water use limit in order to address historically excessive water use in the Mountain Star PUD. This demand cap is expected to be the basis of a future water budget for customers within the Mountain Star PUD. The cap is based on calculated evapotranspiration rates for Eagle County, and is designed to provide sufficient water for indoor use and moderate irrigation use on the 12,000 square feet of irrigable area per lot allowed within the Mountain Star PUD. The Authority and HOA are presently working with homeowners to bring their demands within this limit through the use of incentives, new technology, education, tiered pricing, and enforcement of existing covenants.

In order to provide customers with tools to assist them in more efficiently managing their water use, the Authority has also begun pilot testing smart water meters and an advanced metering network in Mountain Star that will enable customers to view their water usage in real time. This topic is discussed in more detail in Section III, H of this application.

3) A map and description of existing land uses within the area to be affected by and adjacent to the proposed project.

A page extracted from the Town of Avon Zoning Districts and Address Maps showing the location of the project relative to existing land uses is included as Exhibit K. The proposed project is bordered by the White River National Forest to the west, north and east, and by Lot 36 and Tract M of the Mountain Star PUD to the south. The Mountain Star PUD contains 88 single-family residential lots and 17 tracts of land designated as open space. The Mountain Star Final Plat lists open space, utilities, access, drainage, public and private road rights-of-way, and maintenance and offices as allowable uses on the open space tracts. The Mountain Star Final Plat is included as Exhibit L.

4) A description of the impacts and net effect of the proposed project on property rights, including water rights, surface rights, mineral rights, rights-of-way and easements.

The Project will provide increased domestic water storage for the Mountain Star PUD, as well as additional fire water supply at a high elevation. The project will result in a positive net effect on the properties within the development as a result of this increase in water storage.

The Authority accesses the existing hydro-pneumatic tank for periodic inspections and maintenance via existing rights-of-way on Paintbrush Road and utility easements on Mountain Star Tract M. Access for inspection and maintenance of the proposed tank will utilize the existing access, therefore there will be no net impact to existing rights-of-way or easements as a result of the project.

The Authority will supply water for the project utilizing its existing decreed historic consumptive use credits and storage. All out of priority diversions will be augmented to prevent injury to downstream senior water rights using the Authority's decreed in-basin and out-of-basin reservoir storage. No new diversions are necessary to supply the project. Therefore the project will not impact water rights held by others.

The potential for locatable, leasable and salable mineral potential on the parcel is low. No recognized mining or geologic hazards are present on the site, and no mining claims or leases exist, or are pending, on the site. Therefore the Project will not impair mineral rights held by others, and will have no net effect on mineral rights.

5) Descriptions of the impacts and net effect of the proposed project on existing and proposed land uses.

The Mountain Star Tank is sized to provide adequate storage for the build-out of the land uses that have been approved within the Mountain Star PUD, and does not contain excess capacity to provide water storage potential future development beyond the limits of the PUD. The Mountain Star Tank project will have a positive net effect on the Authority's ability to provide a high level of service to the existing land uses in the Mountain Star PUD as a result of the emergency storage, equalization storage, and fire flow storage provided by the project.

- H) A report summarizing all mitigation that is proposed to avoid, minimize, rectify, compensate for or eliminate adverse impacts and to maximize positive impacts resulting from the proposed project for each impact category to be affected by the proposed project, including but not limited to:
 - 1) A description of the impacts and net effects resulting from the proposed project, which are irreversible and irretrievable.

The Mountain Star Tank parcel was acquired from the USFS in the EVLX. This permanently removed the parcel from USFS land management and control, and allowed for local land use authorities to plan and manage the development of the parcel. The USFS cited the land exchange's consistency with the following policies for conveyance of federal lands:

- Lands in developed areas that have lost or are losing their national forest character
- Lands within or immediately adjacent to, expanding communities to assist public and private projects that have the mutual concurrence of federal, state and local governments
- Lands that will contribute to community growth, development and economic prosperity
- Land conveyance to states, counties, cities, or other Federal agencies when it serves a greater public interest

The USFS determined that conveyance of the Mountain Star tank parcel to the Authority would allow for water storage tanks that are vital to the water distribution system, and that this tank would no longer have uncertainties associated with being located on leased federal land. Local ownership of this parcel would secure an increase in water storage capacity which is essential to meet current and future growth in the community. In the context of the EVLX, the positive net effect of the USFS's acquisition and management of higher quality inholdings of private land that were surrounded by national forest outweighed the loss of federal parcels, such as the Mountain Star Tank site, that were adjacent to existing development and supported the public's interests.

- 2) A description of the methodology, including mathematical equations, to be used to project and measure the effectiveness of mitigation measures proposed over both the short and long term.
 - Mitigation measures requiring the development of methodology or equations to measure effectiveness are not required for this project.
- 3) A description and location of any monitoring devices to be used to measure impacts of the project and effectiveness of mitigation measures.
 - Monitoring devices used to measure the impacts of the project and effectiveness of mitigation measures are not required for this project.
- 4) A description of how and when the proposed mitigation measures will be implemented and financed.

Impacts to deer and elk winter range will be mitigated by limiting the construction contract from April 15th through November 15th. No financing is required to implement this mitigation.

(Ord. 10-14 §3)

III. APPLICATION SUBMITTAL REQUIREMENTS FOR SPECIAL WATER OR WASTEWATER PROJECT (Section 7.40.640)

In addition to the application materials required by Article III of these Regulations, an application for a 1041 Permit for site selection of a SWWP shall contain the items listed below, in order to be considered complete by the Director.

- A) The need for the proposed construction, expansion or modification of the SWWP;
 - Please refer to Section II, (7).
- B) The planned level of service in relationship to projected user demand, both regionally and within the Town;
 - The Project is designed to provide adequate water storage to meet projected build-out water demands within the Mountain Star PUD. The Project has been designed in accordance with water industry best practices to insure that adequate equalization, fire and emergency water storage capacity is available to serve the Mountain Star PUD.
- C) The approximate number of residential, commercial or industrial users of the proposed SWWP in terms of existing Town residents and non-Town residents;
 - The Mountain Star Water Storage Tank project will provide adequate equalization, fire and emergency water storage volumes to serve the 44 single-family residential lots in the upper pressure zone of the Mountain Star PUD. Additionally, the fire storage volume in the tank will be available to provide fire flows to the remaining 44 single-family residential lots in lower pressure zones by way of dump valves that allow water to move to lower elevation pressure zones during fire events.
- D) Locations of and engineering drawings for wells, diversion structures, reservoirs, storage structures or other structures or facilities required for the SWWP;
 - A 60% Basis of Design Report which includes complete construction plans and specifications for the Mountain Star Water Storage Tank provided in Exhibit C.
- E) A description of the proposed capacity of the SWWP, treatment methods and technologies, proposed budget and service area of the SWWP;

The proposed capacity of the Mountain Star Storage Tank project is 270,000 gallons. SGM, Inc. has prepared a conceptual design report for Mountain Star water system upgrades that analyzes the capacity of the tank. This report is provided in Exhibit D. Treatment of water stored in the tank will primarily be provided from the ADWF, which is a surface water treatment facility that utilizes conventional filtration treatment technology. The ADWF treatment processes include pretreatment, ozone treatment, coagulation, flocculation, sedimentation, filtration, and chlorine disinfection. During high runoff, when Eagle River water quality is poor, the Authority's water supply is supplemented by groundwater wells in ERWSD's Vail water system. The Vail Wells are treated with chlorine disinfection.

F) A map of the service area of the SWWP;

A map of the service area of the Mountain Star Water Storage Tank Project is provided in Exhibit M.

G) A list of end users and types of land use development to be served by the proposed SWWP;

The Mountain Star Tank Project will serve the existing Mountain Star PUD. The Mountain Star PUD contains 88 single-family residential lots and 17 tracts of land that allow for land uses such as open space, utilities, access, drainage, public and private road rights-of-way, and commercial uses to support the subdivision.

H) A description of proposed methods of ensuring efficient use of water resources, metering of all uses, examination of rate structures to discourage waste and recycling of water for reuse where permissible under Colorado water law;

The Authority implements a variety of conservation measures in its overall system operations to insure efficient use of its water resources; these activities are outlined in the Water Conservation Master Plan included as Exhibit J, which has been approved by the Colorado Water Conservation Board.

Over time, the Authority and District are preparing to implement a full scale Advanced Metering Technology (AMT) network by replacing water meters with "smart" water meters and installing new meter networking infrastructure that will eventually enable all customers to monitor their water usage in real time via an internet portal. The implementation of the AMT network is anticipated to take approximately 5 years to complete.

In the summer of 2015, the Authority began a collaborative effort with the Mountain Star HOA to pilot study AMT for use in the development of a water demand management program. The pilot study was started in an effort to gather information that will eventually be used to develop tools and programs that will enable customers to efficiently manage their water use. Ten homeowners in Mountain Star volunteered to participate in the pilot study, which utilized a small scale AMT pilot network and smart water meters that enabled the

Authority to report daily usage rates to individual customers. The Authority worked with the participating customers and their landscape maintenance providers to assist them in efficiently managing their irrigation usage with this information. The customers participating in the pilot study were able to reduce their individual irrigation demands during the peak irrigation season of June through September by an average of 20,000 gallons per month. In order to further water conservation goals, the Authority and District plan to expand the pilot study in 2016 to include customers across the service areas of both organizations.

Finally, the Authority has implemented a tiered rate structure which includes progressively increased rates in upper tiers to discourage excessive use and waste of water. The rates in the uppermost tiers were increased in 2015 to further discourage excessive water use. A copy of the current rate structure is included as Exhibit N.

- I) A study or report evidencing that the proposed SWWP will supply water of a quality which meets current standards of the Colorado Department of Public Health and Environment;
 - Upon completion, the Mountain Star Tank will be included within the Authority's water distribution system. The Authority operates its public water system in accordance with all water quality standards established by the CDPHE. A copy of the Authority's most recent Consumer Confidence Report issued in 2014 is included as Exhibit O. No water quality violations were reported for the year.
- J) Any documents describing the engineering, architecture or design of any impoundment structures associated with the SWWP, whether surface or subsurface, and any appurtenant facilities, including any submittals by the applicant to the office of the State Engineer;
 - No impoundment structures will be constructed in association with the project.
- K) If applicable, the applicant will attach a copy of the completed or proposed site application form required by the Colorado Water Quality Control Commission;
 - A site application is not required for the Mountain Star Storage Tank project; therefore this application requirement is not applicable.
- L) Any health and safety hazards, including exposure to hazardous materials, which may result from the siting of the proposed construction, expansion or modification of the SWWP;
 - Please refer to Section I, B (5) of the application.
- M) How the proposed construction, expansion or modification of the SWWP and its impacts will conform to the Comprehensive Plan goals, objectives and policies;
 - Please refer to Section II, G (2) of the application.

N) How the proposed construction, expansion or modification of the SWWP and its impacts will conform to any applicable regional and state plans, goals, objectives and policies;

This requirement is not applicable to this project upon consultation with Town of Avon staff.

O) The increased demand that the SWWP will place on the following public services, both regionally and within the Town: employment, schools, commercial services, health services, police and fire protection, solid waste disposal, storm water collection and release systems, power, communications, other public and quasi-public utilities and other planned public services;

The Mountain Star Tank Project will not place any demands on local government services. The tank will, however, provide increased domestic water storage for the Mountain Star PUD, as well as additional fire water supply at a high elevation. There will be a positive net effect on the capability of local governments to provide services due to the Mountain Star tank because of the increased water storage capacity and firefighting water supply.

P) The costs and benefits to the region and to the Town resulting from the land use commitment necessitated or facilitated by the proposed construction, expansion or modification of the SWWP compared to alternative projected land uses in terms of land suitability, community services, utilities and revenues;

The benefits of the proposed project include:

- The proposed tank will replace the temporary hydro-pneumatic tank with a conventional gravity storage thank that will provide adequate physical water storage volumes to meet the equalization, fire, and emergency water demands for the build-out of the Mountain Star PUD.
- This storage will greatly improve water system operation, reliability and availability within the Mountain Star PUD.
- The provision of fire storage volumes in accordance with International Fire Code recommendations will insure that adequate water is available for firefighting purposes. The fire storage will improve ISO fire service ratings for properties in the Mountain Star PUD.
- Q) Local and regional impacts of the proposed construction, expansion or modification of the SWWP on water quality and water resources, including effects on floodplains and wetland values and functions;

The proposed project will not degrade surface water quality, and will not impact water resources as no new diversions are required to operate the tank. In the highly unlikely event that the tank must be drained for an emergency, drainage controls will be installed to minimize erosion and sedimentation to tributaries of the Eagle River. During construction of the Project, there will be a temporary risk of increases in sedimentation occurring due to

runoff from disturbed areas. This risk will be effectively minimized through the use of BMPs designed to dissipate erosive forces in drainage channels, control erosion from disturbed areas, and prevent sedimentation from entering waterways. All areas disturbed by construction will be reclaimed and revegetated so that potential sources of sedimentation from the site can be returned to pre-Project conditions. The Project will not impact floodplains or wetlands because there are no such environments on the site or in the vicinity.

R) Impacts of the proposed construction, expansion or modification of the SWWP on sensitive, endangered or threatened species and scenic, parks, recreational or other natural resources

The results of a site specific USFS Biological Evaluation and Biological Assessment indicated that the Project would not significantly impact any endangered or threatened species. The only mitigation requirement of the USFS, which will be adhered to by the Authority, is that construction should be limited to late spring, summer and fall to avoid impacting winter range for deer and elk. Please refer to Section II, B (4) of this application for more information. The site is not located in an area designated as a scenic park, recreational or other natural resource; therefore, there will be no impact to such resources.

S) Impacts of the proposed construction, expansion or modification of the SWWP on the character of adjacent or nearby neighborhoods or development; and

The neighboring subdivision, Mountain Star, was developed with special care to integrate with the natural surroundings to create a subtle presence on the landscape. The proposed Mountain Star Tank is designed to provide adequate water storage for the development as well as to be compatible with existing land uses in the vicinity. The water storage tank is consistent with the character of the adjacent development by being carefully sited away from existing structures and blended into the hillside as much as possible.

T) Evidence that the applicant has provided written notice via certified mail to all property owners within or adjacent to the impact area that the applicant or other entity involved in the construction, modification or expansion of the SWWP anticipates may have a real property interest acquired by the applicant or other such entity through arms' length negotiation or through the exercise of the power of eminent domain.

The applicant does not intend to acquire any property interests through arms' length negotiation or exercise of the power of eminent domain as a result of the project.

EXHIBITS A – O MOUNTAIN STAR TANK 1041 PERMIT CAN BE FOUND HERE:

http://www.avon.org/Docume ntCenter/View/14505



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council From: Preston Neill, Executive Assistant to the Town Manager

Date: April 12, 2016

Agenda Topic: Resolution 16-08 Establishing Locations and Number of Mobile Vendor Carts in

Harry A. Nottingham Park

ACTION BEFORE COUNCIL:

Review and consideration of Resolution 16-08 that would establish locations and number of mobile vendor carts in Harry A. Nottingham Park.

RECOMMENDED MOTION:

I move to approve Resolution 16-08, A Resolution Establishing the Locations and Number of Mobile Vendor Carts in Harry A. Nottingham Park.

BACKGROUND:

Avon Municipal Code Chapter 5.04, Section 5.04.080 (b) requires that the locations and maximum number of vendor permits be established by the Town Council by resolution. All other permitting and regulatory actions are delegated to the Town Manager.

At its March 22, 2016, work session, Town Council reviewed a staff report about allowing one or more mobile vendor carts to operate at Harry A. Nottingham Park at designated locations. Subsequently, Council provided direction to staff to present a resolution establishing locations and maximum number of mobile vendor carts in Harry A. Nottingham Park. More specifically, consensus among the Council was to permit two (2) mobile vendor carts in order to allow market demand to evolve and also provide the Town the time to assess the success of mobile vendor carts in Harry A. Nottingham Park. From the meeting, two (2) vendor cart locations were identified as shown on Exhibit A, and are included in Resolution 16-08.

ATTACHMENT:

Resolution 16-08 Exhibit A



TOWN OF AVON, COLORADO RESOLUTION 16-08

ESTABLISHING THE LOCATIONS AND MAXIMUM NUMBER OF MOBILE VENDOR CARTS IN HARRY A. NOTTINGHAM PARK

WHEREAS, the Avon Town Council has determined that allowing mobile vendor carts in Harry A. Nottingham Park is a viable strategy to bring activity and vibrancy and will provide for expanded small business opportunity; and

WHEREAS, the Avon Town Council adopted Ordinance No. 15-02, Amending Avon Municipal Code, including Chapter 5.04 Business Licenses defining a Vendor and defining Vending Regulations; and

WHEREAS, Section 5.04.080 (b) of Ordinance No. 15-02, requires that the Avon Town Council establish the location and maximum number of vendor permits by resolution; and

WHEREAS, for the purposes of this Resolution the term mobile vendor cart shall mean a cart, which is capable of being moved into and out from an approved location on a daily basis.

NOW, THEREFORE BE IT RESOLVED that the Avon Town Council approves the following locations and maximum number of vendors in Harry A. Nottingham Park, which shall take effect on April 13, 2016.

EXHIBIT A:

Harry A. Nottingham Park: Up to two (2) mobile vendor carts are allowed. The exact location may be generally modified within a reasonable distance from the mapped location, by the Town Manager, as may be determined to accommodate the operations of the cart and/or seasonal light and weather. The locations are as follows:

- Location #1: North side of park, near pedestrian bridge at northwest corner of the lake.
- Location #2: North side of park, on the east side of the fishing pier, near the water's edge.

ADOPTED April 12, 2016

AVON TOWN COUNCIL	
By:	Attest:
Jennie Fancher, Mayor	Debbie Hoppe, Town Clerk

Ехнівіт А

HARRY A. NOTTINGHAM PARK

MOBILE VENDOR CARTS





TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council From: Preston Neill, Executive Assistant to the Town Manager

Date: April 12, 2016

Agenda Topic: First Reading of Ordinance 16-07, an Ordinance Allowing Food Trucks to Operate

on Town Right-of-Ways

ACTION BEFORE COUNCIL:

Review and consideration of Ordinance 16-07 that would allow food trucks to operate on Town right-of-ways.

RECOMMENDED MOTION:

I move to approve Ordinance No. 16-07, an Ordinance Allowing Food Trucks to Operate on Town Right-of-Ways.

BACKGROUND:

At its March 22, 2016 work session, Town Council reviewed a staff report about allowing one or more food trucks to operate on Town property and right-of-ways. Subsequently, Council provided direction to staff to present an ordinance allowing food trucks to operate on Town right-of-ways in up to three locations near Harry A. Nottingham Park, but limit permits to one truck at a time. Council wished for the food truck permit(s) to be monitored as a test case through 2016.

A change to the Avon Municipal Code is the first step to allowing food trucks on Town right-of-ways, and while Council direction is to limit the locations and number of permits, staff has prepared the ordinance to allow Council to grant additional locations and numbers in the future.

If Ordinance 16-07 is approved by Town Council on first and second reading, Town staff will prepare a resolution to allow three locations near Harry A. Nottingham Park, with a limitation of only one truck being permitted and allowed to occupy one of the three locations at a time. At this time, staff recommends the three locations be: the on-street parking spaces located on the north side of West Beaver Creek Boulevard in front of the Post Office, the northwestern side of the Recreation Center Parking Lot and spaces on the west side of the Town Hall Parking lot.

ATTACHMENT:

Resolution 16-07



TOWN OF AVON, COLORADO ORDINANCE 16-07

AMENDING SECTION 5.04.020 OF THE AVON MUNICIPAL CODE, ALLOWING FOOD TRUCKS TO OPERATE ON RIGHT-OF-WAYS

WHEREAS, Colorado municipalities are authorized to regulate the use of public streets, sidewalks and rights-of-way for public health, safety, welfare and convenience; and

WHEREAS, mobile food vehicles or "food trucks", are a national trend and provide the useful service of convenient and varied dining options in business areas and in areas that lack businesses providing nutritional dietary options; and

WHEREAS, the Council of the Town of Avon finds it in the interest of the public health, safety, welfare and convenience to authorize the operation of mobile food vehicles within the Town of Avon, subject to regulations to protect the safe and convenient use of public rights-of-way; and

WHEREAS, approval of this Ordinance on First Reading is intended <u>only</u> to confirm that the Town Council desires to comply with the requirements of the Avon Home Rule Charter by setting a public hearing in order to provide the public an opportunity to present testimony and evidence regarding the application and that approval of this Ordinance on First Reading does not constitute a representation that the Town Council, or any member of the Town Council, supports, approves, rejects, or denies this Ordinance.

NOW, THERFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF AVON, COLORADO the following:

Section 1. Recitals Incorporated. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.

<u>Amendment to Avon Municipal Code Section 5.04.020 Definitions.</u> Avon Municipal Code Section 5.04.020 is hereby amended, with <u>strike out</u> indicating words which are deleted and <u>underline</u> indicating words which are added, to read as follows:

Vendor means any person who sells or attempts to sell, or offers to the public, any services, goods, wares or merchandise including, but not limited to food or beverage, from any outdoor location from a <u>mobile or</u> stationary cart, or table, or <u>vehicle</u> regardless of whether a fee is charged for such goods or services.

<u>Section 3.</u> <u>Codification Amendments</u>. The codifier of the Town's Municipal Code, Colorado Code Publishing, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Avon Municipal Code. The Town Clerk is authorized to correct, or approve the correction by the codifier, of any

typographical error in the enacted regulations, provided that such correction shall not substantively change any provision of the regulations adopted in this Ordinance. Such corrections may include spelling, reference, citation, enumeration, and grammatical errors.

Section 4. Severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Council hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term "provision" means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term "application" means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

Section 5. Effective Date. This Ordinance shall take effect thirty (30) days after the date of final passage in accordance with Section 6.4 of the Avon Home Rule Charter.

Section 6. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Avon, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 7. No Existing Violation Affected. Nothing in this Ordinance shall be construed to release, extinguish, alter, modify, or change in whole or in part any penalty, liability or right or affect any audit, suit, or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing which may have been incurred or obtained under any ordinance or provision hereby repealed or amended by this Ordinance. Any such ordinance or provision thereof so amended, repealed, or superseded by this Ordinance shall be treated and held as remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions, for the enforcement of such penalty, liability, or right, and for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered, or made in such actions, suits or proceedings, or prosecutions imposing, inflicting, or declaring such penalty or liability or enforcing such right, and shall be treated and held as remaining in force for the purpose of sustaining any and all proceedings, actions, hearings, and appeals pending before any court or administrative tribunal.

Section 8. Publication. The Town Clerk is ordered to publish this Ordinance in accordance with Chapter 1.16 of the Avon Municipal Code.

[EXECUTION PAGE FOLLOWS]

INTRODUCED AND ADOPTED ON FIRST READING AND REFERRED TO PUBLIC HEARING on April 12, 2016 and setting such public hearing for May 10, 2016 at the Council

Chambers of the Avon Municipal Building, located at One Lake Street, Avon, Colorado.

BY:	ATTEST:
Jennie Fancher, Mayor	Debbie Hoppe, Town Clerk
ADOPTED ON SECOND AND FIN	NAL READING on May 10, 2016.
BY:	ATTEST:
Jennie Fancher, Mayor	Debbie Hoppe, Town Clerk
APPROVED AS TO FORM:	
Eric J. Heil, Town Attorney	



M E M O R A N D U M

Office: 303.975.6120

E-Mail: eric@heillaw.com

Fax: 720.836.3337

TO: Honorable Mayor Fancher and Town Council members

FROM: Eric J. Heil, Town Attorney

RE: Ordinance No. 16-08 Sales Tax Exemption for Governmental Institutions

DATE: March 30, 2016

Summary: Ordinance No. 16-08 is presented to Council to exempt governmental institutions from paying sales tax on construction materials. A simple amendment to Section 3.08.050(3) of the Avon Municipal Code will accomplish this change by deleting the reference to Section 3.08.050(1) and thereby deleting the regulation that governmental institutions are NOT exempt from paying sales tax on construction materials.

Town Council reviewed the Avon Municipal Code and the imposition of sales tax on construction materials delivered into the Town of Avon earlier this year. Council was presented with a list of options for amending the Sales Tax Regulations, including Option 5 which read:

5. Enact an Exemption for Public Facilities and Projects: Council may amend Chapter 3.08 to exempt the imposition of sales tax on construction materials used for public facilities and projects. Such exemption would simply repeal Section 3.08.050(3) so that the Town's sales tax regulations are consistent with the State's sales tax regulations. Such an exemption would apply to both sales by in-Town retailer-vendors and sales by out-of-Town retailer vendors that deliver to Town.

From those discussions it appeared that a majority of Council favored exempting governmental institutions from paying sales tax on construction materials. Such an exemption would follow the State of Colorado's exemption for governmental institutions.

Financial Impact: The Town Council has already approved a waiver of the sales tax for the proposed regional fire station facility. The Upper Eagle Regional Water Authority has requested a waiver of the sales tax on construction materials for the Mountain Star water storage tank. There are no other proposed or pending governmental institution projects in the near future (possibly a expansion of the Eagle River Water and Sanitation District waste water treatment facility in Avon). Therefore, the projected financial impacts are very speculative. In very general terms, for every \$1,000,000 of governmental institution construction projects in Avon, assuming ½ of the cost is construction materials, the Town would forego \$20,000 in sales tax revenue.

Effect of TABOR: The municipal code change would be permanent and could not be reversed or reinstated without a voter approval in Avon.

Proposed Motion: "I move to approve Ordinance No. 16-08 **Amending Chapter 3.08.050(3) of the Avon Municipal Code to Exempt Governmental Institutions from Sales Tax on Construction Materials** on first reading and set a public hearing on May 10, 2016 for second reading."

Avon Town Council Ord. No 16-08 Exempt Governmental Institutions from Sales Tax March 30, 2016 Page 2 of 2

Section 3.08.050 – Exempt taxpayers is reprinted below with the language amendment proposed in Ordinance No 16-08 shown in REDLINE/STRIKE-OUT:

3.08.050 - Exempt taxpayers.

Sales to the following classes of taxpayers shall be exempt from the tax imposed by this Chapter:

- (1) Sales to the United States government; to the State, its departments or institutions and to the political subdivisions thereof, in their governmental capacity only; in all sales to the Town; providing, however, that no commercial, industrial or other banking institution, organized or chartered by the United States government, any agency or department thereof, or by the State, shall be considered a governmental institution for the purpose of this exemption;
- (2) Sales by or to religious, charitable and eleemosynary institutions, in the conduct of their regular religious, charitable and eleemosynary functions and activities;
- (3) Nothing herein contained shall be deemed to exempt from the tax levied by this Chapter sales of building material or supplies to be used by a contractor for the construction of an improvement for any of the institutions or agencies enumerated in Subsections (1) or (2) above.

Thank you, Eric

Attachment: Ordinance No. 16-08



AMENDING SECTION 3.08.050(3) OF THE AVON MUNICIPAL CODE TO EXEMPT GOVERNMENTAL INSTITUTIONS FROM SALES TAX ON CONSTRUCTION MATERIALS

WHEREAS, pursuant to C.R.S. §31-15-103 and §31-15-104, and pursuant to the home rule powers of the Town of Avon ("Town"), the Town Council has the power to make and publish ordinances necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of its inhabitants;

WHEREAS, the Town Council finds that the exemption of governmental institutions from sales tax on construction materials will reduce the cost the constructing and updating governmental institutions in Avon and will follow the State of Colorado sales tax exemption on construction materials for governmental institutions; and,

WHEREAS, approval of this Ordinance on First Reading is intended <u>only</u> to confirm that the Town Council desires to comply with the requirements of the Avon Home Rule Charter by setting a public hearing in order to provide the public an opportunity to present testimony and evidence regarding the application and that approval of this Ordinance on First Reading does not constitute a representation that the Town Council, or any member of the Town Council, supports, approves, rejects, or denies this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF AVON, COLORADO the following:

Section 1. Recitals Incorporated. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.

<u>Section 2.</u> <u>Section 3.08.050(3) Amended</u>. <u>Section 3.08.050(3) – Exempt taxpayers.</u> of the Avon Municipal Code is hereby amended by repealing Section 3.08.050(3) in its entirety and reenacting to read as follows:

"Nothing herein contained shall be deemed to exempt from the tax levied by this Chapter sales of building material or supplies to be used by a contractor for the construction of an improvement for any of the institutions or agencies enumerated in Subsection (2) above."

Section 3. <u>Codification Amendments</u>. The codifier of the Town's Municipal Code, Colorado Code Publishing, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Avon Municipal Code. The Town Clerk is authorized to correct, or approve the correction by the codifier, of any typographical error in the enacted regulations, provided that such correction shall not

substantively change any provision of the regulations adopted in this Ordinance. Such corrections may include spelling, reference, citation, enumeration, and grammatical errors.

Section 4. Non-severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid or enforceable, such invalidity or effect shall render the entire ordinance void and not effective, it being the intention of the Council that is this all provisions of this Ordinance are not severable and that Council would not have adopted this Ordinance if any provision of this Ordinance is invalid or not effective. As used in this Section, the term "provision" means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term "application" means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

Section 5. Effective Date. This Ordinance shall take effect thirty (30) days after the date of final passage in accordance with Section 6.4 of the Avon Home Rule Charter.

Section 6. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Avon, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 7. Publication. The Town Clerk is ordered to publish this Ordinance in accordance with Chapter 1.16 of the Avon Municipal Code.

[EXECUTION PAGE FOLLOWS]

INTRODUCED AND ADOPTED ON FIRST READING AND REFERRED TO PUBLIC HEARING on April 12, 2016 and setting such public hearing for May 10, 2016 at the Council Chambers of the Avon Municipal Building, located at One Lake Street, Avon, Colorado. BY: ATTEST: Jennie Fancher, Mayor Debbie Hoppe, Town Clerk ADOPTED ON SECOND AND FINAL READING on May 10, 2016. BY: ATTEST: Jennie Fancher, Mayor Debbie Hoppe, Town Clerk APPROVED AS TO FORM: Eric J. Heil, Town Attorney



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council

From: Matt Pielsticker, AICP, Planning Director

Meeting Date: April 12, 2016

Agenda

Topic: Public Hearing – Resolution 2016-12, Approving a Minor PUD Amendment

Minervini PUD

ACTION BEFORE COUNCIL

Action on Resolution 2016-12, A Resolution approving a Minor PUD Amendment to the Minervini PUD.

PROPOSED MOTION

"I move to approve Resolution 2016-12, A Resolution approving File #PUD16002, an Application for a Minor PUD Amendment to the Minervini PUD."

SUMMARY

The Applicant, Jeff Manley, representing the owner of the properties, John Minervini, submitted a Minor PUD Amendment to extend a condition of approval which required the construction of a new driveway by January 28, 2016. The delay in driveway construction was due to unforeseen medical reasons, and the applicant is now requesting a one (1) year extension to complete the driveway work not later than January 28, 2017.

BACKGROUND

In 2014 the Minervini PUD Amendment was approved, whereby the building type for two lots, Lot 15 and Lot 16, Block 4, Wildirdge Subdivision were modified. Previous to the PUD Amendment the properties were zoned for three (3) dwelling units in the form of a single-family structure and a duplex structure. The PUD Amendment provided for a resubdivision and the ability to develop the properties with three (3) single-family structures. One of the structures is already constructed and is occupied by the Minervini family.

Town Council approved the original PUD Amendment on April 8, 2014 with the following conditions:

(1) The Subdivision Plat shall include easements for utilities in the non-developable areas including the right to access and maintain such utilities; lot line easements are shall include Utility and Drainage easements, with the exception that the front lot line easement shall include a Slope Maintenance, Utility, Drainage, and Snow Storage Easement.

COMPLETED AND RECORDED WITH EAGLE COUNTY

- (2) The maximum permitted roof ridge elevation for Lot 3 shall be 8,638' above sea level. **NOTED**
- (3) The realigned driveway to access Lots 2 and 3 shall be constructed by January 28, 2016, based on the "Proposed Lots Conceptual Home Layout" plans, Page 2 of the Application submittal.

NOT COMPLETED

- (4) The maximum building footprint shall be restricted to 3,000 square feet for proposed Lot 1, 4,000 sq. ft. for Lot 2, and restricted to 2,000 square feet for Lot 3.
- (5) The maximum livable square footage (not including garage space) shall be restricted to 4,000 square feet for proposed Lots 1 and 3.

 NOTED
- (6) The maximum building height shall be restricted to twenty-eight feet (28') for Lots 1 and 3.

 NOTED

This Minor PUD Amendment is presented on the single issue of extending the timeframe of the condition cited above. The previous PUD Amendment approval is technically void as of January 28, 2016; this application extends the date to construct the driveway for one more year and would re-activate the full approval if Council takes action to approve Resolution 2016-02.

PROCESS

Minor PUD Amendment Process

This application is processed under §7.16.060(h), Amendments to a Final PUD, AMC. Subsection (1)(ii), sets forth criteria for a Minor Amendment, while subsection (2)(ii) sets forth the review procedures for the same process. The application, as submitted, meets the criteria for a Minor Amendment. The PZC held a public hearing on March 14, 2016 meeting. PZC made a unanimous recommendation for approval, and their recommended findings and condition are incorporated within Resolution 2016-12 as attached. The April 12, 2016 public hearing with Council completes the required public hearing process.

Public Notification

In compliance with the Public Hearing and noticing requirements, a mailed notice was provided to all property owners within 300' of the property. Additionally, a notice was published in the Vail Daily newspaper on March 3, 2016.

PUD REVIEW CRITERIA

Pursuant to §7.16.060(e)(4), Review Criteria, AMC, the PZC shall consider the following criteria when forming the basis of a recommendation:

(i) The PUD addresses a unique situation, confers a substantial benefit to the Town, and/or incorporates creative site design such that it achieves the purposes of this Development Code and represents an improvement in quality over what could have been accomplished through strict application of the otherwise applicable district or development standards.

Such improvements in quality may include, but are not limited to: improvements in open space provision and access; environmental protection; tree/vegetation preservation; efficient provision of streets, roads, and other utilities and services; or increased choice of living and housing environments.

- (ii) The PUD rezoning will promote the public health, safety, and general welfare.
- (iii) The PUD rezoning is consistent with the Avon Comprehensive Plan, the purposes of this Development Code, and the eligibility criteria outlined in §7.16.060(b);
- (iv) Facilities and services (including roads and transportation, water, gas, electric, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;
- (v) Compared to the underlying zoning, the PUD rezoning is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated;
- (vi) Compared to the underlying zoning, the PUD rezoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject tract; and
- (vii) Future uses on the subject tract will be compatible in scale with uses or potential future uses on other properties in the vicinity of the subject tract.

Staff Response: This PUD Amendment is limited to extending the condition of approval and should not affect other properties negatively. A delay in constructing shared access has no effect on the other conditions related to building height, building massing or building locations as approved previously.

ATTACHMENTS

Letter of Request and Driveway Design Draft Resolution 2016-12 Resolution 2014-02



Date: 03-11-2016

Re: Minervini Residences Drive

Dear Planning and Zoning Committee c/o Mr. Pielsticker, Town of Avon Planner

Martin Manley Architects created the grading and driveway plan for the Minervinis for the bidding and to construct the drive. We complete this drawing in September, of 2015. This shows that we were in process of working to conform/comply with the conditions set forth by the PUD. Due to the owner illness, contractor workloads, and the winter closing date of the asphalt plant, we ran out of time to complete the project by the deadline. Mr. Minervini is in negotiation with DW Dantas Construction now to see if he can get the project started while the excavator is on a neighboring lot.

I would like drive drawing as part of the presentation/packets.

We are looking to extend the date that was recorded in the PUD, so that the Minervinis can finish the project and be in conformance with the intent of the PUD previously approved. The Goal was to provide the drive entrance that was not on the curve. Our current drawing addresses this safety concern.

Thank you,

Jeffrey P Manley AIA

Martin Manley Architects
970-328-1299 (direct)
970-688-0326 (cell)

www.martinmanleyarchitects.com



A RESOLUTION APPROVING FILE #PUD16002, A MINOR PUD AMENDMENT TO THE MINERVINI PUD, TOWN OF AVON, EAGLE COUNTY, STATE OF COLORADO

WHEREAS, the Minervini PUD was approved by Resolution 14-02 on April 8, 2014, and subject to a set of conditions including the requirement to construct a realigned driveway not later than January 28, 2016; and

WHEREAS, the driveway construction project was delayed due to unanticipated circumstances; and

WHEREAS, a Minor PUD Amendment Application ("Application"), was submitted to the Community Development Department of the Town on February 22, 2016 by Jeffrey Manley ("Applicant") to modify the deadline to construct a realigned driveway access for the PUD; and

WHEREAS, the Application was reviewed as a "Minor PUD Amendment" pursuant to code section 7.16.060(1)(ii), Avon Development Code.

WHEREAS, the Planning and Zoning Commission held a public hearing on March 14, 2016 after posting notice of such Public Hearing in accordance with the requirements of Section 7.16.020(d), *Step 4: Notice*, Avon Municipal Code, and considered all comments provided; and

WHEREAS, after holding a Public Hearing the Planning and Zoning Commission made a unanimous recommendation that the Town Council approve the Application; and

WHEREAS, the Avon Town Council held a public hearing on April 12, 2016, and after posting notice as required by law, considered all comments, testimony, evidence and staff report prior to taking action on the Application; and

WHEREAS, the Avon Town Council has examined the review criteria set forth in §7.16.060(e)(4) and made the following findings regarding the Application:

- (1) The Application will not result in adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated with building footprint maximums; and,
- (2) Approval of the Application will reduce building massing compared to the existing underlying zoning, allowing for an improvement in quality over what could have been accomplished through the existing zoning designations; and,
- (3) Potential building impacts are reduced by certain restrictions stated in the conditions; and,

(4) The Application is in conformance with policy recommendations in the Avon Comprehensive Plan, including "siting buildings of varying sizes along the street to maximize sun exposure, protect views, be compatible with surrounding development, and break up building bulk

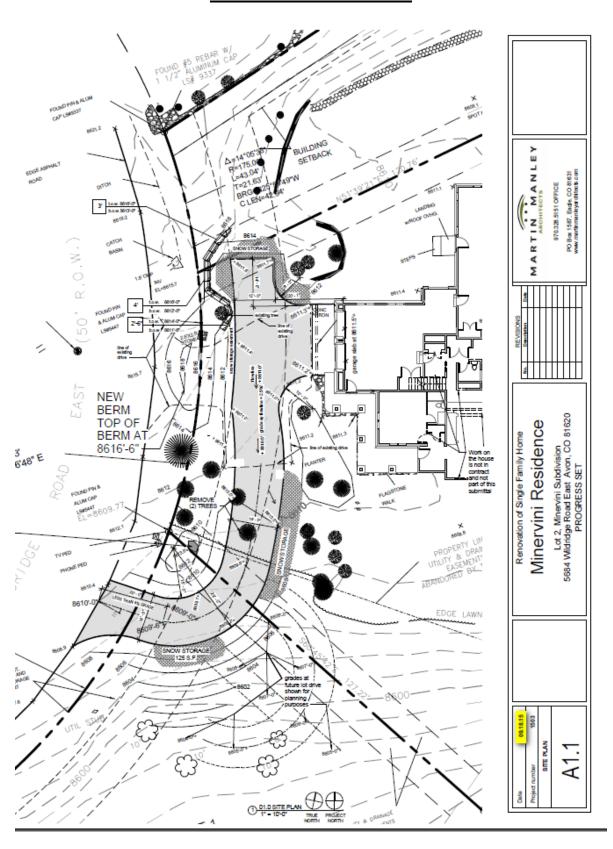
NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF AVON, that PUD16002, a Minor PUD Application for the Minervini PUD, Town of Avon, State of Colorado, is hereby approved subject to the following condition:

(1) The realigned driveway to access the properties shall be constructed not later than January 28, 2017, based upon the Minervini Residence drawings ("Exhibit A to Resolution"), dated September 18, 2015.

ADOPTED April 12, 2016, AVON TOWN COUNCIL

By:	Attest:
Jennie Fancher, Mayor	Debbie Hoppe, Town Clerk

Exhibit A to Resolution 16-12



TOWN OF AVON RESOLUTION NO. 14-02 Series of 2014

A RESOLUTION APPROVING THE MINERVINI MINOR PUD AMENDMENT FOR LOTS 15 AND 16, BLOCK 4, WILDRIDGE, TOWN OF AVON, COLORADO

WHEREAS, a Minor PUD Amendment Application ("Application"), was submitted to the Community Development Department of the Town on October 7, 2013 by Dominic Mauriello ("Applicant"); and

WHEREAS, the Application requests to amend the zoning of Lot 15 and Lot 16, Block 4, Wildridge, to allow three (3) single-family structures in place of the currently allowed single-family and duplex zoning; and

WHEREAS, the Planning and Zoning Commission held public hearings on November 5, 2013, November 19, 2013, December 3, 2013, and January 7, 2014, after posting notice of such hearings in accordance with the requirements of Section 7.16.020(d), *Step 4: Notice*, Avon Municipal Code, and considered all comments provided; and

WHEREAS, the Planning and Zoning Commission approved Findings of Fact, Record of Decision, and Recommendations on January 7, 2014, recommending that the Town Council conditionally approve the Application; and

WHEREAS, the Avon Town Council held public hearings on January 28, 2014, February 25, 2014, March 25, 2014, and April 8, 2014, and after posting notice as required by law, considered all comments, testimony, evidence and staff reports provided by the Town staff prior to taking action on the Application; and

WHEREAS, the Avon Town Council has examined the review criteria set forth in §7.16.060(e)(4); and

WHEREAS, the Avon Town Council has made the following findings regarding the Application:

- (1) The Application was processed in accordance with §7.16.060(h), Amendment to a Final PUD, which allowed the application to be processed as a minor amendment pursuant to §7.16.060(h)(1)(ii), Minor Amendment, and utilized the review criteria set forth in §7.16.060(e)(4), Preliminary PUD Review Criteria; and,
- (2) The Application is in substantial compliance with §7.16.060(e)(4), *Preliminary PUD Review Criteria*, AMC based upon review of the Application, the Town staff report and other evidence considered by the Avon Town Council at the public hearing; and,
- (3) The Application will not result in adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated with building footprint maximums; and,

- (4) Approval of the Application will reduce building massing compared to the existing underlying zoning, allowing for an improvement in quality over what could have been accomplished through the existing zoning designations; and,
- (5) Potential building impacts are reduced by certain restrictions stated in the conditions; and,
- (6) The Application is in conformance with policy recommendations in the Avon Comprehensive Plan, including "siting buildings of varying sizes along the street to maximize sun exposure, protect views, be compatible with surrounding development, and break up building bulk."

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF AVON, that the Minor PUD Application for Lots 15 and 16, Block 4, Wildridge, Town of Avon, Colorado, is hereby approved subject to the following conditions, which shall be met as a condition to subdivision, design review and/or building permit approval:

- (1) The Subdivision Plat shall include easements for utilities in the non-developable areas including the right to access and maintain such utilities; lot line easements are shall include Utility and Drainage easements, with the exception that the front lot line easement shall include a Slope Maintenance, Utility, Drainage, and Snow Storage Easement.
- (2) The maximum permitted roof ridge elevation for Lot 3 shall be 8,638' above sea level.
- (3) The realigned driveway to access Lots 2 and 3 shall be constructed by January 28, 2016, based on the "Proposed Lots Conceptual Home Layout" plans, Page 2 of the Application submittal.
- (4) The maximum building footprint shall be restricted to 3,000 square feet for proposed Lot 1, 4,000 sq. ft. for Lot 2, and restricted to 2,000 square feet for Lot 3.
- (5) The maximum livable square footage (not including garage space) shall be restricted to 4,000 square feet for proposed Lots 1 and 3.
- (6) The maximum building height shall be restricted to twenty-eight feet (28') for Lots 1 and 3.

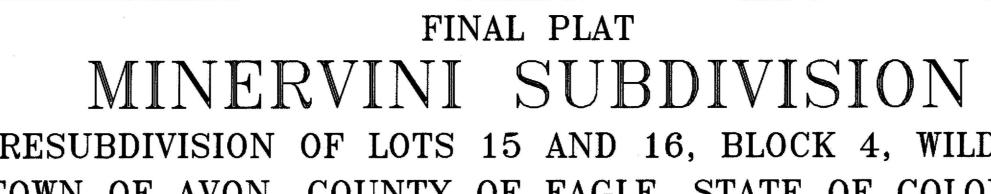
ADOPTED APRIL 8, 2014.

AVON TOWN COUNCIL

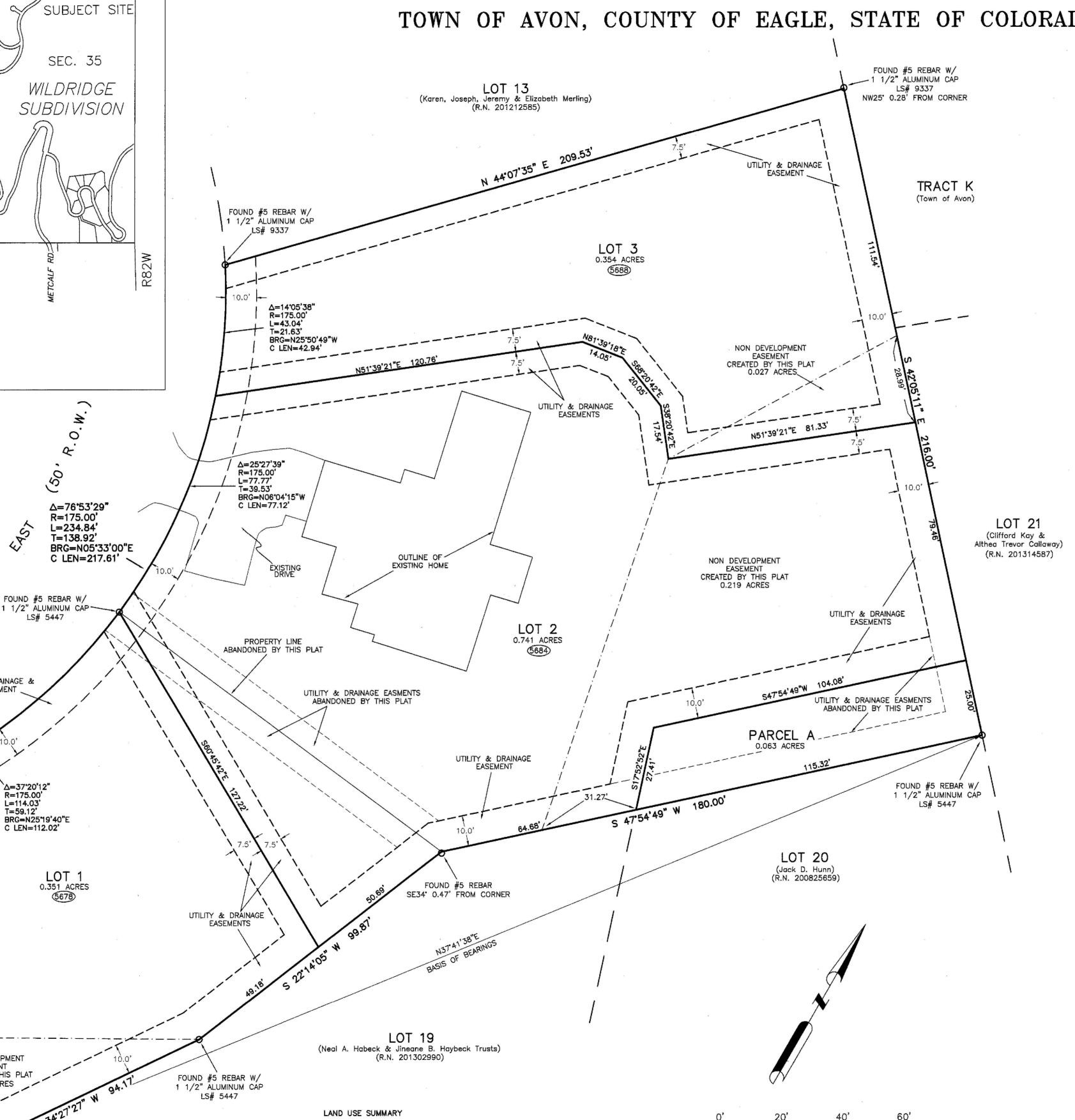
Rich Carroll, Mayor

By:

Dehbie Hoppe, Town Clerk



A RESUBDIVISION OF LOTS 15 AND 16, BLOCK 4, WILDRIDGE TOWN OF AVON, COUNTY OF EAGLE, STATE OF COLORADO



ADDRESS 5678 Wildridge Road East 5684 Wildridge Road East

5688 Wildridge Road East

*5570 Coyote Ridge

SCALE 1"=20'

0.351 Acres

0.741 Acres

0.063 Acres

* See note #5 regarding the purpose of Parcel A

Single Family Single Family

Single Family Transfer Parcel

BOUNDARY

T4S

VICINITY MAP

SCALE: 1"=1000'

FOUND #5 REBAR

LOT 17

(Robert A. & Elizabeth L. Taylor)

(R.N. 200915590)

41199 HIGHWAY 6 & 24, EAGLE-VAIL

P.O. BOX 1230 EDWARDS, CO. 81632

(970)949-1406

FOUND #5 REBAR W/

1 1/2" ÄLUMINUM CÁP LS# 5447

SLOPE MAINTENANCE, DRAINAGE SNOW STORAGE EASMENT

NON DEVELOPMENT EASEMENT

CREATED BY THIS PLAT

0.046 ACRES

CERTIFICATION OF DEDICATION AND OWNERSHIP

Know all men by these presents that Virginia R. Klyce and John Minervini Jr. (as to Parcel 1) and John Minervini Jr., Virginia R. Klyce and Regions Bank, d/b/a Regions Mortgage (as to Parcel 2), being sole owners in fee simple, mortgagee or lien holder of all that real property situated in the Town of Avon, Eagle County , Colorado described as follows:

Parcel 1: Lot 16, Block 4, Wildridge according to the Final Subdivision Plat thereof recorded October 8, 1981 in Book 330 at Page 78, County of Eagle, State of Colorado

Lot 15, Block 4, Wildridge Subdivision according to the Amended Final Plat thereof recorded October 5, 2005 under Reception No. 931932, County of Eagle, State of Colorado

and containing 1.509 acres, more or less, has by these presents laid out, platted and subdivided the same into Lots and Blocks as shown hereon and designate the same as Minervini Subdivision Town of Avon, County of Eagle, State of Colorado and dedicate for public use the streets shown herein including avenues, drives, boulevards, lanes, courts and alleys to the Town of Avon; and the utility and drainage easements shown hereon for utility and drainage purposes only; and do further state that this subdivision shall be subject to the Protective Covenants, filed and recorded for this Subdivision in the Office of the Clerk and Recorder of Eagle County, Colorado, as Document Number

Executed this 9th day of July, A.D., 2014

Owners:

Od. Klyce

Virginia R. Klyce
(as to Parcels 1 and 2)

STATE OF Colorado COUNTY OF Enclo

The foregoing Dedication was acknowledged before me this day of _______, 20 44 by Virginia R. Klyce.

My commission expires: 12 5 7 JACQUELINE J. VELASQUEZ
STATE OF COLORADO
NOTARY ID 19974019791
TO COMMESSION EXPIRES 12/00/2017 John Minury (as to Parcels 1 and 2)

STATE OF Colorado COUNTY OF EAGLE

The foregoing Dedication was acknowledged before me this day of Luly, 20 W by John Minervini Jr.

My commission expires: 1218117
Witness my hand and seal

JACQUELINE J. VELASQUEZ NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19974019791 MY COMMISSION EXPIRES 12/06/20

LIEN HOLDERS CERTIFICATE

The undersigned beneficiary of a Deed of Trust upon the real property covered by this Final Plat, hereby consents to the submission of such real property to the provisions of the Final

Print name: MACIANNE GARNER Lee
As: Viù President

STATE OF MISSISSIPP COUNTY OF FORRES

The foregoing Dedication was acknowledged before me this 15 day of 1414, 2014 by Marianne Carner (as Vice President of Regions Bank, D/B/A Regions Mortgage.

10# 97941

Agreement 201411718 201411717

JOB NO. 2966 2966PLAT-2014.dwg DRN. BY DJE DATE: 4/30/14 PAGE: 1 of 1



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council

From: Kelly Huitt, Budget Analyst; Scott Wright, Asst. Town Manager

Date: April 12, 2016

Re: 2016 Supplemental Budget Amendment Resolution No. 2016-10

<u>Introduction</u>

It has been the practice to adopt a supplemental budget amendment in order to update beginning fund balance estimates and generally recognize revisions to the budgets that were not identified at the time the budget was originally adopted.

This resolution amends five funds: the General, Water, Transit, Fleet, and Equipment replacement Funds.

Below is a summary of proposed budget revisions by fund and estimated impacts to respective fund balances. The level of fund balances continues to meet Town policy in all the amended funds.

General Fund

Final unaudited figures for 2015 in the General Fund reflect a surplus over budget of \$1,081,193. This surplus was due to a positive variance compared to estimates of total revenues of \$321,535 (\$200,364 of this was in tax revenues) and a positive variance to appropriations (under-expenditures compared to budget) of \$759,658. Much of these savings are due to the hard work of Town staff in their efficient use of Town resources.

A number of revisions to the General Fund budget have been accumulated since the beginning of the year including the rollover of certain 2015 unspent appropriations, approvals of special events, and other unforeseen items.

A summary of the proposed changes is listed below:

- \$275,000 Appropriation of costs from the 2016 special events assigned fund balance. Includes Outlaws and Legends (\$72,000), Après Avon (\$37,000), Avon Live! Summer Concerts (\$66,000), VVF Dancing in the Park (\$25,000), and a Writers Conference (\$75,000).
- \$150,000 Increase Transfers-Out to Capital Projects Fund
- \$7,300 for the May, 2016 ballot question
- \$6,500 for financial consulting costs related to an independent review of the URA financial model

- \$18,000 for carryover of unspent 2015 appropriations for the pickleball court
- \$25,000 for carryover of unspent 2015 appropriations for the marketing plan
- \$15,600 for Laserfiche scanning
- \$21,360 for Avon Road and Avon Mall flower beds
- \$9,154 for carryover of unspent 2015 appropriations from the Special Event Admissions Fee
- \$11,984 in additional unanticipated Special Events Admissions Fees (no net impact appropriation is offset by revenues)
- \$6,743 for Recreation Center lobby furniture
- \$10,668 for Heat Recovery condenser oil cooler repair and maintenance
- \$12,931 in other miscellaneous line item adjustments

The net result of these changes revises the current year net source (use) of funds from a surplus of \$186,452 to a deficit of \$371,794. However, because of the large increase in the General Fund ending 2015 fund balance mentioned above, the 2016 revised estimated ending fund balance is \$522,947 larger than originally anticipated.

Due to this surplus, amounts assigned for Capital Improvements has been increased from \$250,000 to \$675,000. These funds will not be transferred to the Capital Projects Fund until it is determined later in the year that the General Fund budget has remained unchanged. Finally, after these revisions, the General Fund stabilization balance, which represents reserves over and above the required 25% minimum fund balance, is increased by \$247,660 to a total of \$262,250.

Water Fund

Revisions to the Water Fund reflect the adoption of the Mountain Star Water Storage Tank Project – Capital Project Implementation Agreement whereby the Town has agreed to contribute a total of \$875,707 in previously collected tap fees to the project. A total of \$20,000 was contributed in 2015, therefore the increase to budgeted expenditures for 2016 is \$855,707.

In addition, tap fee revenues has been revised up by \$20,000 to a total of \$40,000, and transfers-out to the Capital Projects for the pumphouse pump replacement project has been increased by \$50,000.

The net result of the above changes, including revising beginning fund balance based on actual 2015 unaudited figures, is a net \$749,747 decrease to the estimated ending fund balance, leaving a remaining fund balance of \$78,099

Transit Enterprise Fund

Revisions to the Transit Fund include the following:

- \$134,994 for the 2015 scheduled bus purchase delayed into 2016. This will also increase FTA grant funds from \$328,000 to \$435,995 resulting in a net cost to the Town of \$26,999.
- \$4,020 decrease in property taxes based on the actual mill levy

The net result of the above changes, including revising the beginning fund balance based on actual unaudited 2015 figures, is a net \$27,627 increase to the estimated ending fund balance.

Fleet Maintenance Fund

Revisions to the Fleet Maintenance Fund include the following:

- \$14,000 in vehicle sublet costs
- \$10,000 in machinery and equipment sublet costs
- \$7,300 for a dolly and emissions cleaning machine
- \$676 in miscellaneous other line items

After taking into account the increased expenditures as well as a \$24,638 decrease in beginning fund balances based on 2015 unaudited actual figures, the amended estimated ending fund balance is \$139,161 or a decrease of \$55,321 to the original budget. It should be noted that it is anticipated that there will be personnel cost savings that are not currently reflected in this amendment.

Equipment Replacement Fund

Revisions to the Equipment Replacement Fund include the following:

- \$31,000 for VMS boards
- \$10,000 for additional weight room equipment

It should be noted that the funds related to the purchase of these items are already accumulated in the Fund and do not require additional rental charges to the respective departments.

After taking into account the increased expenditures as well as a \$31,400 increase in beginning fund balances based on 2015 unaudited actual figures, the amended estimated ending fund balance is \$2,167,199 or a decrease of \$9,600 to the original budget.

Attachments:

- Resolution No. 2016-10
- 2. General Fund Supplemental Amendment No. 1
- 3. Water Fund Supplemental Amendment No. 1
- 4. Transit Enterprise Fund Supplemental Amendment No.1
- 5. Fleet Maintenance Fund Supplemental Amendment No.1
- 6. Equipment Replacement Fund Supplemental Amendment No. 1

TOWN OF AVON, COLORADO RESOLUTION NO. 16-10

SERIES OF 2016

A RESOLUTION TO AMEND THE 2016 TOWN OF AVON BUDGET

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES BY FUND AND AMENDING THE 2016 BUDGET FOR THE TOWN OF AVON, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2016 AND ENDING ON THE LAST DAY OF DECEMBER, 2016

WHEREAS, the Town Council of the Town of Avon has previously adopted the 2016 budget; and

WHEREAS, the Town Council reviewed the revised estimated revenues and expenditures for all operating funds for 2016; and

WHEREAS, the Town Council finds it necessary to amend the 2016 budget to more accurately reflect the revenues and expenditures for 2016; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF AVON, COLORADO:

Section 1. That estimated revenues and expenditures for the following funds are revised as follows for 2016:

		Original or		Current
		Previously		Proposed
		Amended		Amended
	<u>2</u>	2016 Budget		2016 Budget
General Fund				
Beginning Fund Balance	\$	4,578,732	\$	5,659,925
Revenues and Other Sources		15,179,407		15,191,391
Expenditures and Other Uses		14,992,955		15,563,185
		. = . = . = .	_	
Ending Fund Balance	<u>\$</u>	<u>4,765,184</u>	<u>\$</u>	5,288,131

	Original or Previously Amended	Current Proposed Amended
777 4 TO 1	<u>2016 Budget</u>	2016 Budget
Water Fund	Φ 000 100	Φ 1.016.170
Beginning Fund Balance	\$ 880,199	\$ 1,016,159
Revenues and Other Sources	170,000	190,000
Expenditures and Other Uses	222,353	1,128,060
Ending Fund Balance	<u>\$ 827,846</u>	\$ 78,099
Transit Fund		
Beginning Fund Balance	\$ 631,793	\$ 690,694
Revenues and Other Sources	1,935,039	2,039,014
Expenditures and Other Uses	1,948,496	2,083,745
Ending Fund Balance	<u>\$ 618,336</u>	\$ 645,963
Fleet Maintenance Fund		
Beginning Fund Balance	\$ 192,819	\$ 169,474
Revenues and Other Sources	1,787,632	1,787,632
Expenditures and Other Uses	1,785,969	1,817,945
Ending Fund Balance	<u>\$ 194,482</u>	<u>\$ 139,161</u>
Equipment Replacement Fund		
Beginning Fund Balance	\$ 1,667,903	\$ 1,699,303
Revenues and Other Sources	748,565	748,565
Expenditures and Other Uses	239,669	280,669
Ending Fund Balance	<u>\$ 2,176,799</u>	\$ 2,167,199

Section 2. That the budget, as submitted, amended, and hereinabove summarized by fund, hereby is approved and adopted as the budget of the Town of Avon for the year stated above.

Section 3. That the budget hereby approved and adopted shall be signed by the Mayor and made part of the public record of the Town.

ADOPTED this 12th day of April, 2016.

By:	Attest:
Jennie Fancher, Mayor	Debbie Hoppe, Town Clerk

General Fund #10 Supplemental Amendment No. 1

Fund Summary

		Actual 2015		Adopted Budget 2016		Amended Budget 2016		Difference Increase Decrease)
REVENUES								
Taxes	\$	11,569,168	\$	11,977,899	\$	11,977,899	\$	-
Licenses and Permits		335,741		174,000		174,000		-
Intergovernmental		949,546		990,710		990,710		-
Charges for Services		1,390,587		1,310,263		1,322,247		11,984
Fines and Forfeitures		129,356		116,900		116,900		-
Investment Earnings		19,563		25,000		25,000		-
Other Revenue		359,124		364,900		364,900		
Total Operating Revenues		14,753,085		14,959,672		14,971,656		11,984
Other Sources								
Transfer-In From Capital Projects Fund		1,538,335		219,735		219,735		
Total Other Sources		1,538,335		219,735		219,735		
TOTAL REVENUES	\$	16,291,420	\$	15,179,407	\$	15,191,391	\$	11,984
EXPENDITURES								
General Government	\$	2,916,095	\$	3,141,229	\$	3,179,386	\$	38,157
Community Development	Ψ	1,348,166	Ψ	1,174,639	Ψ	1,495,777	Ψ	321,138
Public Safety		3,007,164		3,253,284		3,253,667		383
Public Works		3,655,220		4,090,065		4,144,443		54,378
Parks and Recreation		1,147,149		1,281,738		1,288,912		7,174
Tanto and Recordation		1,117,110		1,201,100		1,200,012		7,
Total Operating Expenditures		12,073,794		12,940,955		13,362,185		421,230
Contingency		-		100,000		99,000		(1,000)
Other Uses								
Transfers-Out to Town Center West Fund		150,000		250,000		250,000		-
Transfers-Out to Capital Projects Fund		1,545,000		120,000		270,000		150,000
Transfers-Out to Transit		1,026,999		1,282,000		1,282,000		-
Transfers-Out to Fleet Maintenance		300,000		300,000		300,000		
Total Other Uses		3,021,999		1,952,000		2,102,000		150,000
TOTAL EXPENDITURES		15,095,793		14,992,955		15,563,185		570,230
NET SOURCE (USE) OF FUNDS		1,195,627		186,452		(371,794)		(558,246)
FUND BALANCES, Beginning of Year		4,464,298		4,578,732		5,659,925		1,081,193
FUND BALANCES, End of Year	\$	5,659,925	\$	4,765,184	\$	5,288,131	\$	522,947
FUND BALANCES:								
Restricted For:								
3% TABOR Emergency Reserve	\$	552,335	\$	532,355	\$	552,335	\$	19,980
Assigned For:	Ψ	332,000	4	332,000	4	332,000	Ψ	.0,000
_		47.070		275 000				(275 000)
Special Events		47,878		275,000		-		(275,000)
Capital Improvements		-		250,000		675,000		425,000
Unassigned:								
25% Minimum Reserve Balance		3,387,698		3,693,239		3,798,546		105,308
Stabilitzation Balance		1,672,014		14,590		262,250		247,660
TOTAL FUND BALANCES	\$	5,659,925	\$	4,765,184	\$	5,288,131	\$	522,947

Water Fund #24 Supplemental Amendment No. 1

Fund Summary												
		Actual 2015		Adopted Budget 2016	,	Amended Budget 2016	I	oifference ncrease Decrease)				
REVENUES Charges for Services: Water Surcharges Tap Fees Tap Fees - Mountain Star	\$	152,707 139,430 -	\$	150,000 20,000 -	\$	150,000 40,000 -	\$	20,000				
Total Charges for Services		292,137		170,000		190,000		20,000				
Other Revenues Nonclassified Revenues												
TOTAL REVENUES	\$	292,137	\$	170,000	\$	190,000	\$	20,000				
EXPENDITURES Water Utilities		192,208		122,353		978,060		855,707				
Total Operating Expenditures		192,208		122,353		978,060		855,707				
Other Uses Transfers Out - Capital Projects Fund				100,000		150,000		50,000				
TOTAL EXPENDITURES		192,208		222,353		1,128,060		905,707				
NET SOURCE (USE) OF FUNDS		99,929		(52,353)		(938,060)		(885,707)				
FUND BALANCES, Beginning of Year		916,230		880,199		1,016,159		135,960				
FUND BALANCES, End of Year	\$	1,016,159	\$	827,846	\$	78,099	\$	(749,747)				
FUND BALANCES: Restricted For: Water Projects	\$	416,159	\$	247,846	\$	78,099	\$	(169,747)				
Assigned For: Mountain Star Water Tank Contribution		600,000		580,000				(580,000)				
TOTAL FUND BALANCES	\$	1,016,159	\$	827,846	\$	78,099	\$	(749,747)				

Transit Enterprise Fund #52 Supplemental Amendment No. 1

REVENUES Taxes Intergovernmental Charges for Services Other Revenues	\$ Actual 2015 40,280 - 283,579 80,638	\$ Adopted Budget 2016 44,210 328,000 208,829 72,000	\$ Amended Budget 2016 40,190 435,995 208,829 72,000	lı	ifference ncrease ecrease) (4,020) 107,995
Total Operating Revenues	404,497	653,039	757,014		103,975
Other Sources Transfers In from General Fund - Operating Transfers In from General Fund - Capital Sales of Capital Assets	1,000,000 26,999 2,025	 1,200,000 82,000 -	1,200,000 82,000 -		- - -
Total Other Sources	1,029,024	1,282,000	1,282,000		
TOTAL REVENUES	 1,433,521	 1,935,039	 2,039,014		103,975
EXPENDITURES Administration Operations Washbay	229,603 1,068,417 84,283	239,797 1,549,213 159,486	240,052 1,684,207 159,486		255 134,994 -
TOTAL EXPENDITURES	1,382,303	 1,948,496	2,083,745		135,249
NET SOURCE (USE) OF FUNDS	 51,218	(13,457)	 (44,731)		(31,274)
FUND BALANCES, Beginning of Year	 639,476	 631,793	690,694		58,901
FUND BALANCES, End of Year	\$ 690,694	\$ 618,336	\$ 645,963	\$	27,627

Fleet Maintenance Enterprise Fund #61 Supplemental Amendment No. 1

	Fι	ınd Summar	У					
			_		_			
				Adopted		Amended	Difference	
		Actual		Budget		Budget		ncrease
DEVENUES		2015		2016		2016	<u>(D</u>	ecrease)
REVENUES Charges for Services	\$	1,294,127	\$	1,487,632	\$	1,487,632	\$	_
Other Revenue	Ψ	9,844	Ψ	-	Ψ	-	Ψ	-
Total Operating Revenues		1,303,971		1,487,632		1,487,632		-
Other Sources								
Transfers-In from General Fund		300,000		300,000		300,000		
TOTAL REVENUES		1,603,971		1,787,632		1,787,632		_
TOTAL REVENUES		1,000,971		1,707,032		1,707,032		
EXPENDITURES								
Public Works: Fleet Maintenance		1,638,524		1,785,969		1,817,945		31,976
r leet ivialitierlance		1,030,324		1,705,909		1,017,343		31,970
Total Operating Expenditures		1,638,524		1,785,969		1,817,945		31,976
TOTAL EXPENDITURES		1,638,524		1,785,969		1,817,945		31,976
TOTAL EXPENDITURES		1,030,324		1,705,909		1,017,343		31,970
NET SOURCE (USE) OF FUNDS		(34,553)		1,663		(30,313)		(31,976)
FUND BALANCES, Beginning of Year		204,027		192,819		169,474		(23,345)
FUND BALANCES, End of Year	\$	169,474	\$	194,482	\$	139,161	\$	(55,321)

Equipment Replacement Internal Service Fund #63 Amendment No. 1

Fund Summary												
	Actual 2015	Adopted Budget 2016	Proposed Revised Budget 2016	Difference Increase (Decrease)								
REVENUES												
Charges for Services	\$ 597,862	\$ 589,967	\$ 589,967	\$ -								
Investment Earnings	3	-	-	-								
Other Revenues	71,799	143,598	143,598									
Total Operating Revenues	669,664	733,565	733,565	-								
Other Sources												
Sales of Fixed Assets	29,000	15,000	15,000									
TOTAL REVENUES	698,664	748,565	748,565	<u> </u>								
EXPENDITURES Current:												
Financial Support - ERFPD Capital Outlay:	717,989	-	-	-								
Fleet and Heavy Equipment	257,028	101,338	101,338	-								
Recreation Center Equipment	164,091	14,364	24,364	10,000								
Computer and Office Equipment	41,440	116,599	116,599	-								
Machinery and Equipment	58,449	7,368	38,368	31,000								
Total Operating Expenditures	1,238,997	239,669	280,669	41,000								
Other Uses												
Transfers-Out to Capital Projects Fund	550,000											
TOTAL EXPENDITURES	1,788,997	239,669	280,669	41,000								
NET SOURCE (USE) OF FUNDS	(1,090,333)	508,896	467,896	(41,000)								
FUND BALANCES, Beginning of Year	2,789,636	1,667,903	1,699,303	31,400								
FUND BALANCES, End of Year	\$ 1,699,303	\$ 2,176,799	\$ 2,167,199	(9,600)								



TOWN COUNCIL REPORT

To: Honorable Mayor and Town Council From: Justin Hildreth, Town Engineer

Date: April 12, 2016

Agenda Topic: Presentation of the 2016 Capital Projects Fund

The summer construction season is quickly approaching and the purpose of this presentation is to update Town Council and the public on the status of projects scheduled for 2016. The Town Hall acquisition and the Eagle Valley Trail project are not included in the memo because they are discussed in other memos in the Town Council packet.

TRANSIT IMPROVEMENTS

Bus Shelter Installation. Budget \$ 140,618. Bus shelters will be installed at the Stonebridge Drive, City Market, Buffalo Ridge and Avon Elementary bus stops. The shelters are currently being fabricated and will be delivered and installed by the end of June.

Traer Creek Bus Shelter. Budget \$55,510. The Town of Avon is partnering with ECO Transit on the installation of a bus shelter at the Traer Creek Plaza/Wal-Mart bus stop. The Town is currently negotiating with the fabricator of the shelter and plan to have the shelter installed by the end of June.

PARK AND RECREATION IMPROVEMENTS

H.A. Nottingham Park Playground Design. Budget \$75,000. A new playground is proposed between the restrooms and the existing playground that will include natural and interactive play features. The design is partially based on the public outreach program at Avon Elementary School and the Recreation Center that is required in order to obtain the grant. A proposed design is currently scheduled to be presented at the May 17th Planning and Zoning Commission meeting. The goal is to have the new playground design completed and priced by the General Contractor in order to apply for a Great Outdoors Colorado Grant in November.

H.A. Nottingham Park Restrooms. Budget \$240,000. The existing restrooms, constructed in 1983, are in poor condition and in need of a remodeled. The remodel will include refacing the exterior, adding a picnic shelter to the west side, replacing existing fixtures and stalls, and upgrading the facility to meet the Americans with Disabilities Act requirements. An architecture firm is currently being retained with the goal of remodeling the facility this summer.

H.A. Nottingham Park Irrigation System Pump Replacement. Budget \$150,000. Several improvements to the Nottingham Park Irrigation system will help improve efficiency and extend pump life are planned. The addition of new monitoring equipment (i.e., low flow alarms, high flow or break alarms, and a flow meter) will help to conserve water by allowing the irrigation system to monitor water usage and adjust flow based on local weather data and the type of landscaping. A Variable Frequency drive for the new pumps will lessen the impacts of the startup process by slowly bring the system flow and pressure online based on demand, thus reducing line breaks and damage to the system. This project will occur after the irrigation season ends in late September.

Recreation Center Slide Refurbishment and New Playground Features. Budget \$ 35,270. The slide in the pool area is due to be refurbished due to excessive rust from the chlorine treated pool water. Several of the play features in the leisure pool will also be replaced. This work will occur during the spring shut down scheduled for May 2 to 6th.

Whitewater Park Repairs. Budget \$10,000. Several boulders have moved during the 2014 and 2015 spring runoffs impacting the effectiveness of the features. This project will adjust the boulders in the park so they operate as originally intended. This work will occur in the late summer after the spring runoff.

Mall Improvements, Phase 2. Budget \$15,000. The 2014 mall project did not include high-end streetscape furnishings from Lettuce Shed Plaza to Mikela Way because of the future redevelopment of the Seasons building and Lot B which will impact that segment of the mall. This project will upgrade the furnishings and materials to match the eastern segment of the mall after the completion of the redevelopment of the Seasons building and development of Lot B. Design fees are budgeted in 2016 to allow for coordination with the design of the Seasons remodel and Lot B hotel.

Soft Surface Trail Improvement Program. Budget \$150,000. The trails plan scheduled for completion in June will recommend a soft surface trail project for construction in the fall.

STREET IMPROVEMENTS

Avon Road/I-70 Interchange Pedestrian Improvements. Budget \$ 88,000. The pedestrian experience along Avon Road underneath I-70 is important because it connects the Nottingham Road trail, Swift Gulch Road trail and the Nottingham Road neighborhood with the Town Core. It has poor connectivity, poorly placed light poles, and winter icing issues. The project will raise the western sidewalk from the roadway, replace the lighting and improve the safety in the area. This project is in the scoping phase and the design will be developed in the next couple of months and construction occurring in the fall.

Metcalf Road Bike Climbing Lane and Asphalt Overlay. Budget \$1,260,000. The project includes constructing a 4 to 6-foot wide bicycle climbing lane from Nottingham Road to Wildwood Road to improve safety for bicyclists. A downhill lane is not required because the bicyclists can ride fast enough down-hill with vehicle traffic. A full asphalt overlay is included for the project. The project is currently being bid out and construction will likely occur in June and July.

Beaver Creek Blvd, Beaver Creek Place to Lake Street Walkability Improvements. Budget \$203,746. This project will improve Beaver Creek Blvd from Lake Street to Beaver Creek Place to become less of a car oriented street to a more pedestrian and bicycle oriented street. Improvements will include road narrowing, on-street diagonal parking, enhanced pedestrian and bicyclist facilities, and intersection improvements at Sun Road and Beaver Creek Place.

Town Core Wayfinding. Budget \$ 45,000. New wayfinding is proposed throughout the Town Core to enhance the experience for the Town's guests. The directional signs will be placed at major intersections and attached to existing streetlights when appropriate. Design Workshop, the firm design the Beaver Creek Blvd walkability project, will develop the design standards that can then be bid out to a sign manufacturer. The signs are planned to be installed by the end of July.

Post Blvd Settlement Repair. Budget \$ 75,000. There has been some settlement along a 100 Ft long stretch of Post Blvd between Fawcett Road and the I-70 interchange. The project will rebuild the road in the area, improving the drainage and drivability of the road and preventing further damage.

Wildwood Road Repair. Budget \$75,000. There has been some movement of the roadway along a 200-Ft long stretch of Wildwood Road above the Wildwood neighborhood. This project will rebuild the road in the area and prevent further sloughing of the road edge.

West Beaver Creek Blvd, Lake Street to US 6 Slurry Seal. Budget \$150,000. This project will apply a slurry seal treatment from Lake Street to US6. The striping will be modified to match the proposed striping for the Beaver Creek Blvd Walkability project.

Roundabout 4 Town Center West Art Element. Budget \$15,000. This central roundabout requires a distinctive monument to identify the Avon core. A specialized piece will be designed and constructed in June 2017 and replace the 2015 World Cup Element. The 2016 budget is to complete the design of the art element.

BUILDING IMPROVEMENTS

Fleet Maintenance Facility EPDM Roof Replacement. Budget \$ 80,000. EPDM roofs have an expected life span of 20-years and the existing roof will reach its expected life in 2016. This project will replace the EPDM roof with a similar material this summer.

Fleet Maintenance HVAC and Lift Upgrades. Budget \$80,000. This project was originally to seal the fleet building floor but the scope is being revised to upgrade the HVAC system and improve the vehicle lifts. This work will be completed by the end of May.



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council

From: Kelly Huitt, Budget Analyst; Scott Wright, Asst. Town Manager

Date: April 12, 2016

Re: 2016 Supplemental Budget Amendment Resolution No. 2016-11

Introduction

It has been the practice in the Capital Project Fund to adopt a supplemental budget amendment in order to update beginning fund balance estimates, review capital improvement projects to determine if projects have been closed-out or if unspent project funds should be rolled forward. In a few instances, additional funds for existing projects are being requested or entirely new projects are being proposed.

Below is a summary of the proposed revisions. The revised estimated ending fund balance meets staff's recommended minimum fund balance3 of \$1 million.

Capital Projects Fund

New Projects that are being proposed not previously included in the budget include the following:

- Wayfinding Signage \$45,000. Signage (\$20,000), plus 3 park direction signs (\$10,000), Recreation sign (\$20,000), and West Avon Preserve signage (\$5,000)
- 2016 Safety Improvements for West B/C Blvd walkability \$30,000
- West B/ Blvd. RR Crossing Improvements \$10,000

Revised Projects included in the CIP long-range that are proposed to change in cost, scope, or timing:

- Joint Public Safety Facility Project design costs \$44,140
- Transit Bus Shelters \$23,000. Bus shelters will be installed at the Stonebridge Drive,
 City Market, Buffalo Ridge and Avon Elementary bus stops
- West B/C Blvd. Pedestrian Crossing- \$15,000
- Eagle Valley Trails Phase 3, under budget, project savings \$315,000
- Trails Master Plan \$6,410
- Pumphouse Pump Replacement \$50,000

Rollover Projects that were included in the previous year budget that are not yet completed:

- Joint Public Safety Facility Project design costs \$294,534
- Nottingham Park Playground Design \$71,034
- Walkability East & West B/C Blvd. \$28,746
- Fullcourt Software, Municipal Court / Digital Ticketing project \$60,000
- Kronos Timekeeping Software \$3,201

Other Fund Considerations

- A FTA-5311 Capital Funding Grant of \$125,000 for transit bus shelters was not approved.
 These revenues have been eliminated from the budget. Project expenditures remain in the budget.
- A GOCO grant of \$154,900 for the restroom remodel project was not approved. These revenues have been eliminated from the budget. Project expenditures remain in the budget.
- Added Operating Transfers-in from General Fun of \$150,000d. Transfer-in from the General Fund are proposed in order to maintain an adequate reserve level in the Capital Project Fund of at least \$1,000,000.
- Revised beginning 2016 fund balance based on unaudited actual 2015 year-end results.

The net impact to the overall ending fund balance of the Capital Projects Fund of all the above revisions is an increase of \$496,677. The unreserved fund balance is revised to \$1,039,620 from \$679,055.

Attachments:

- 1. Resolution No. 2016-11
- 2. Capital Projects Fund Supplemental Amendment No. 1

TOWN OF AVON, COLORADO RESOLUTION NO. 16-11

SERIES OF 2016

A RESOLUTION TO AMEND THE 2016 TOWN OF AVON CAPITAL PROJECTS FUND BUDGET

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES BY FUND AND AMENDING THE 2016 CAPITAL PROJECTS FUND BUDGET FOR THE TOWN OF AVON, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2016 AND ENDING ON THE LAST DAY OF DECEMBER, 2016

WHEREAS, the Town Council of the Town of Avon has previously adopted the 2016 Capital Projects Fund budget; and

WHEREAS, the Town Council reviewed the revised estimated revenues and expenditures for 2016; and

WHEREAS, the Town Council finds it necessary to amend the 2016 Capital Projects Fund budget to more accurately reflect the revenues and expenditures for 2016; and

WHEREAS, the Town Council has caused to be published a notice containing the date and time of a public hearing at which the adoption of the proposed budget amendment will be considered and a statement that the proposed budget amendment is available for public inspection at the office of the Town Clerk located in the Avon Town Hall during normal business hours, and that any interested elector of the Town of Avon may file any objection to the proposed budget amendment at any time prior to the final adoption of the proposed budget amendment; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF AVON, COLORADO:

Section 1. That estimated revenues and expenditures for the Capital Projects Fund are revised as follows for 2016:

Conital Projects Fund		Original or Previously Amended 2016 Budget		Current Proposed Amended 2016 Budget
Capital Projects Fund Beginning Fund Balance Revenues and Other Sources Expenditures and Other Uses	\$	5,354,135 7,671,806 6,510,553	\$	6,238,773 7,591,906 6,818,614
Ending Fund Balance	<u>\$</u>	6,515,388	<u>\$</u>	7,012,065

Section 2. That the Capital Projects Fund budget, as submitted, amended, and hereinabove summarized by fund, hereby is approved and adopted as the capital program budget of the Town of Avon for the year stated above.

Section 3. That the Capital Projects Fund budget as hereby approved and adopted shall be signed by the Mayor and made part of the public record of the Town.

ADOPTED this 12th day of April, 2016.

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By:	Attest:
Jennie Fancher, Mayor	Debbie Hoppe, Town Clerk

	Fι	ınd Summary						
		Actual 2015	ı	Original or Prev. Amended Budget 2016		Proposed Revised Budget 2016		Difference Increase (Decrease)
REVENUES								
Taxes	\$	2,369,314	\$	2,100,000	\$	2,100,000	\$	-
Intergovernmental		40,000		2,158,434		1,878,534		(279,900)
Investment Earnings		18,167		13,372		13,372		-
Other Revenue		93,246		80,000		80,000		-
Total Revenues		2,520,727		4,351,806		4,071,906		(279,900)
Other Sources:								
Transfer In from Other Funds		2,095,000		820,000		1,020,000		200,000
Bond Issue Proceeds		3,800,000		2,500,000		2,500,000		
Total Other Sources		5,895,000		3,320,000		3,520,000		200,000
TOTAL REVENUES AND OTHER SOURCES		8,415,727		7,671,806		7,591,906		(79,900)
EXPENDITURES								
Capital Improvements:								
Facilities		1,514,981		383,790		685,932		302,142
Land and Land Improvements		44,632		298,450		369,484		71,034
Roads and Streets		1,627,196		4,803,000		4,624,684		(178,316)
Water Fund Projects		-		100,000		150,000		50,000
Communications and Technology		7,037		-		63,201		63,201
Strategic Planning		51,050		-		-		-
Other		-		5,000		5,000		-
Debt Service:								
Bond Issuance Costs		80,569		-		-		-
Capital Leases		121,769		121,770		121,770		-
Total Expenditures		3,447,234		5,712,010		6,020,071		308,061
Other Uses								
Operating Transfer-Out - General Fund		1,538,335		219,735		219,735		-
Operating Transfer-Out - Debt Service Fund		578,106		578,808		578,808		
Total Other Uses		2,116,441		798,543		798,543		-
TOTAL EXPENDITURES AND OTHER USES		5,563,675		6,510,553		6,818,614		308,061
NET SOURCE (USE) OF FUNDS		2,852,052		1,161,253		773,292		(387,961)
FUND BALANCE, Beginning of Year		3,386,721		5,354,135		6,238,773		884,638
FUND BALANCE, End of Year	\$	6,238,773	\$	6,515,388	\$	7,012,065	\$	496,677
Fund Balances								
Restricted For:								
Street Improvements	\$	2,752,445	\$	1,356,333	\$	1,492,445	\$	136,112
Asphalt Overlay		240,000		480,000		480,000		-
Assigned For:								
Avon Town Hall Relocation		1,425,000		1,500,000		1,500,000		-
URA Town Center West Improvements - Bond Proceeds		-		2,500,000		2,500,000		-
Unassigned and Unreserved		1,821,328		679,055		1,039,620		360,565
Total Fund Balances	\$	6,238,773	\$	6,515,388	\$	7,012,065	\$	496,677
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	Reveni	ue Detail				
Description		Actual 2015	Original or Prev. Amended Budget 2016	Proposed Revised Budget 2016	Difference Increase (Decrease)	
Taxes:						
Penalties and Interest	\$	289	\$ -	\$ -	\$ -	
Real Estate Transfer Tax		2,369,025	2,100,000	2,100,000	-	
Total Taxes		2,369,314	2,100,000	2,100,000	<u>-</u>	
Intergovernmental:						
Federal / State:						
FTA-5311 Capital Funding Grant (Bus Shelters)		-	125,000	-	(125,000)	
MAP-21 Grant (CFDA 20.205)		-	1,355,000	1,355,000	-	
GOCO Grant - Restrooms (59/41)		_	154,900	-	(154,900)	
Local Government / Other:					,	
ECO Grant - Traer Creek Bus Stop (50%)		-	30,000	30,000	-	
Eagle County Trails Grant - Phase 3		-	453,534	453,534	-	
Asphalt Overlay Contributions - TCMD		40,000	40,000	40,000	-	
Total Intergovernmental		40,000	2,158,434	1,878,534	(279,900)	
Investment Fornings						
Investment Earnings:		00.000	40.070	40.070		
Interest Earnings		20,633	13,372	13,372	-	
Net Increase (Decrease) in Fair Value		(2,466)	<u> </u>			
Total Investment Earnings		18,167	13,372	13,372		
Other Revenues:						
Asphalt Overlay Contributions - Developer		80,000	80,000	80,000	-	
Donations and Contributions		10,000	-	-	-	
Project cost Reimbursements		2,194	-	-	-	
Nonclassifed		1,052				
Total Other Revenues		93,246	80,000	80,000		
Other Sources:						
Transfer In from General Fund:						
Short-term Loan		1,425,000	-	-	-	
Asphalt Overlay		120,000	120,000	120,000	-	
Unassigned General Fund Balance		-,	,	150,000	150,000	
Transfer In from Avon URA		-	500,000	500,000	-	
Transfer In from Community Enhancement Fund		-	100,000	100,000	-	
Transfer In from Water Fund		-	100,000	150,000	50,000	
Transfer In from Equipment Replacement Fund		550,000	-	-	-	
Bond Issue Proceeds		3,800,000	2,500,000	2,500,000		
Total Other Sources		5,895,000	3,320,000	3,520,000	200,000	
TOTAL REVENUES	\$	8,415,727	\$ 7,671,806	\$ 7,591,906	\$ (79,900)	
		-, -,1	. ,,	. ,==:,=30	. (,)	

CIP Projects Inventory

			Pi						
		(1) 2014 and	(2)	(3)	(4) Proposed Revised	(1+2+4) Revised Estimated	Total Pro	ject Budget	Difference
Account		Prior	Actual	Budget	Budget	Project-to-Date	10141110	jeet Baaget	Increase
Number	Description	Actuals	2015	2016	2016	Expenditures	Current	Proposed	(Decrease)
Number	Description	Actuals	2013	2010	2010	Experialtares	Current	Порозец	(Decrease)
	CAPITAL IMPROVEMENT PROJECTS								
	Facilities:								
	General Government Facilities:								
11011	Town Hall Acquisition - 2014	\$ 5,822	\$ 27,795	\$ -	\$ -	\$ 33,617	\$ 33,617	\$ 33,617	-
	Joint Public Safety Facility Project:								
12003	Design	-	69,606	-	294,534	364,140	320,000	364,140	44,140
	170 Transit / PW Facilities Improvement Project:					-			
13005	Public Works Facilities (On Site & Lot 5)	662,985	41,046	-	-	704,031	719,474	719,474	-
	Transportation Facilities:								
14010	Fleet Maintenance EPDM Roof Replacement	-	-	80,000	80,000	80,000	80,000	80,000	-
14014	Fleet Maintenance Building Improvements	-	-	80,000	80,000	80,000	80,000	80,000	-
14011	Transit Bus Shelters (4)	-	19,382	137,500	140,618	160,000	227,000	250,000	23,000
14012	Transit Bus Stop - Traer Creek Plaza	4,490	-	51,020	55,510	60,000	60,000	60,000	-
	Cultural and Recreational Facilities:								
15012	Nottingham Park Pavilion	2,724,284	1,135,344	-	-	3,859,628	3,870,000	3,870,000	-
15013	Recreation Center Exterior Renovation	-	52,902	-	-	52,902	52,750	52,750	-
15014	Recreation Center - Remodel - Phase 2	-	96,530	-	-	96,530	98,530	98,530	-
15015	Recreation Center - Bouldering Wall	-	48,646	-	-	48,646	50,000	50,000	-
15016	Recreation Center - Slide Refurbishment	-	23,730	35,270	35,270	59,000	59,000	59,000	-
	Land and Land Improvements:								
21016	Nottingham Park Zone C Improvements - Playground D	3,966	-	-	71,034	75,000	975,000	975,000	-
21017	Nottingham Park - Restroom Remodel	-	-	260,400	260,400	260,400	260,400	260,400	-
21021	Fishing Pier Repairs	-	44,632	-	-	44,632	75,000	75,000	-
21022	Eagle River Whitewater Park Repair	-	-	10,000	10,000	10,000	10,000	10,000	-
21023	Eaglebend Affordable Housing Landscaping Project	-	-	28,050	28,050	28,050	28,050	28,050	-

CIP Projects Inventory

		(1)	(2)	(3)	(4) Proposed	(1+2+4) Revised			
		2014 and		Current	Revised	Estimated	Total Proje	ct Budget	Difference
Account		Prior	Actual	Budget	Budget	Project-to-Date			Increase
Number	Description	Actuals	2015	2016	2016	Expenditures	Current	Proposed	(Decrease)
(CAPITAL IMPROVEMENT PROJECTS								
	Roads and Streets:								
•	Streetscape Improvements								
31014	Avon Rd. Streetscape Update	242,052	27,683	-	_	269,735	252,052	252,052	_
31015	2014 Mall Improvements	1,789,645	54,820	_	_	1,844,465	1,992,703	1,992,703	-
31018	Post Blvd. Landscaping Improvements	308,986	2,320	25,000	25,000	336,306	363,986	363,986	-
31019	Post Blvd. Electrical Assessment and Street Lights	44,401	28,541	-	-	72,942	78,000	78,000	-
31022	Avon Rd. / I70 Overpass Pedestrian Safety Imp.	-	-	88,000	88,000	88,000	88,000	88,000	_
31024	Roundabout #4 TCW Art Element	_	10,000	15,000	15,000	25,000	255,525	255,525	_
31025	2015 Avon Rd. Landscaping Project	-	398,174	, -	, -	398,174	485,000	485,000	_
31026	Mall Improvements - Phase 2	-	, -	15,000	15,000	15,000	240,000	240,000	_
35003	Roundabout #4 TCW Feature	75,343	1,718	, -	, -	77,061	60,000	60,000	-
New	Wayfinding Signage	· -	, -	_	45,000	45,000	· -	45,000	45,000
	Annual Street Maintenance and Repair:								
33015	2015 Paving/Road Improvements	-	717,372	-	-	717,372	729,684	729,684	-
32016	Buck Creek Bridge Repair	-	280,865	-	-	280,865	280,865	280,865	-
34025	West B/C Blvd. Pedestrian Crossing	-	49,318	-	15,000	64,318	49,318	64,318	15,000
34032	West B/C Blvd. Slurry Seal - Lake Street to US 6	-	-	150,000	150,000	150,000	150,000	150,000	-
32018	Post Blvd. Settlement Repair	-	-	75,000	75,000	75,000	75,000	75,000	-
32019	Wildwood Road Repair	-	-	75,000	75,000	75,000	75,000	75,000	-
	Street Improvements								
34014	Metcalf Bike Lane - Phase 1	-	32,883	860,000	827,117	860,000	860,000	860,000	-
32017	Metcalf Bike Lane Overlay	-	-	400,000	400,000	400,000	400,000	400,000	-
34033	Walkability - East & West B/C Blvd.	-	1,254	175,000	203,746	205,000	2,705,000	2,705,000	-
New	2016 Safety Improvements - West B/C Blvd	-	-	-	30,000	30,000	-	30,000	30,000
New	West B/C Blvd. RR Crossing Improvements	-	-	-	10,000	10,000	-	10,000	10,000
	Multi-Modal/Alternative Mobility:								
34015	Eagle Valley Trails - Phase 3	10,341	22,248	2,725,000	2,427,411	2,460,000	2,775,000	2,460,000	(315,000)
34016	Eagle Valley Trails - Undergrounding Project Recreational Trails Program:	-	-	100,000	100,000	100,000	100,000	100,000	-
34026	Trails Master Plan	_	_	_	23,410	23,410	17,000	23,410	6,410
34027	Soft and Hard Surface Trail Improvements	-	-	100,000	100,000	100,000	150,000	150,000	0,410

CIP Projects Inventory

			Pı						
		(1)	(2)	(3)	(4) Proposed	(1+2+4) Revised			
		2014 and		Current	Revised	Estimated	Total Proje	ect Budget	Difference
Account		Prior	Actual	Budget	Budget	Project-to-Date			Increase
Number	Description	Actuals	2015	2016	2016	Expenditures	Current	Proposed	(Decrease)
	CAPITAL IMPROVEMENT PROJECTS								
	Water Fund Projects:								
21020	Pumphouse Pump Replacement	-	-	100,000	150,000	150,000	100,000	150,000	50,000
	Strategic Planning:								
79111	Space Needs Analysis	-	26,249	-	-	26,249	30,000	30,000	-
79112	Tract G Feasibility Study	-	24,801	-	-	24,801	30,000	30,000	-
	Communications and Technology:								
81008	Fullcourt	-	-	-	60,000	60,000	60,000	60,000	-
81010	Timekeeping Software and Peripheral Devices	24,762	7,037	-	3,201	35,000	35,000	35,000	-
	Other:								
93012	Historical Preservation			5,000	5,000	5,000	5,000	5,000	
	Total Capital Improvement Projects	\$ 5,897,077	\$ 3,244,896	\$ 5,590,240	\$ 5,898,301	\$ 15,040,274	\$ 19,440,954	\$ 19,349,504	\$ (91,450)

		 Actual 2015	Original or Prev. Amended Budget 2016		rev. Amended Revised Budget Budget		2017
	2014B Bond Issue Proceeds	\$ 3,800,000		NA		NA	
	Remaining Balance		\$	2,616,333	\$	2,752,445	\$ 1,492,445
		NA					
33015	2015 Paving/Road Improvements	717,372		-		-	-
32016	Buck Creek Bridge Repair	280,865		-		-	-
32014	Metcalf Bike Lane Phase 1	-		860,000		860,000	-
32017	Mtecalf Bike Lane Overlay	-		400,000		400,000	-
34025	West B/C Blvd. Pedestrian Crossing	49,318		-		_	-
34030	Eaglebend Dr. Repaving	-		-		_	200,000
34033	Walkability West/East B/C Blvd.	 					 1,175,000
	Total Expenditures	1,047,555		1,260,000		1,260,000	1,375,000
	Remaining Balance	\$ 2,752,445	\$	1,356,333	\$	1,492,445	\$ 117,445



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council

From: Justin Hildreth, Town Engineer

Jim Horsley, Project Engineer

Meeting Date: April 12, 2016

Agenda Topic: Authorization to Issue Notice of Award for the Eagle Valley Trail – Beaver Creek to

Stonebridge Dr. Project

ACTION BEFORE COUNCIL

Authorize staff to issue Notice of Award for construction of the Eagle Valley Trail – Beaver Creek to Stonebridge Dr. Project.

PROPOSED MOTION

I move to authorize issuance of Notice of Award for the Eagle Valley Trail – Beaver Creek to Stonebridge Dr. Project contract to the low bidder, Ewing Trucking & Construction, LLC, in the amount of \$2,189,611.

DISCUSSION

The project represents the last phase in completing the Eagle Valley Trail through Avon and will greatly improve safety by providing a route for pedestrians and cyclists removed from Highway 6. The Project consists of construction of approximately 2,640 feet of asphalt multi use trail, 14,891 SF of retaining wall, 1,934 tons of road base, 528 tons of asphalt, 1,586 feet of steel railing, placement of 1,170 feet of overhead electric and communications below ground, and path lighting.

Staff advertised the Eagle Valley Trail – Beaver Creek to Stonebridge Dr. Project for six (6) weeks and the Bid Opening was held on March 21, 2016. Four bids were received; Johnson Construction, Inc. with a bid of \$2,278,480, Ewing Trucking & Construction LLC with a bid of \$2,189,611, United Companies with a bid of \$3,079,964, and Schofield Excavation, Inc. with a bid of \$3,272,728. The low bid is within the approved budget as presented to Council on December 8, 2015 and, as approved in the Town of Avon 2016 Capital Projects Fund. Award of the contract is contingent upon Colorado Department of Transportation approval of staff's recommendation to award to Ewing Trucking & Construction, LLC.

Construction could begin as early as mid-April and be completed this summer.

BUDGET

The Town is partnering with CDOT and ECO Trails in constructing the project. Funds and anticipated construction costs, including 10% contingency, are outlined in Table 1:

Table 1: Eagle Valley Trail – Beaver Creek to Stonebridge Dr. Budget Estimate

<u>Funding Source</u>	<u>Amount</u>
Town of Avon	\$672,000
ECO Trails Contribution	\$453,000
CDOT Grant	\$1 , 355,000
Total Available Funds Budget	\$2,480,000

Construction CostsAmountEwing Trucking & Construction, LLC\$2,189,611Utility Relocation\$46,428Engineering & Geotechnical Testing\$25,000Construction Contingency (10%)\$218,961Total Estimated Construction Costs\$2,480,000



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council

From: Justin Hildreth, Town Engineer

Jim Horsley, Project Engineer

Meeting Date: April 12, 2016

Agenda Topic: Preauthorization to Issue Notice of Award for the Metcalf Road Bicycle

Climbing Lane Project

ACTION BEFORE COUNCIL

Preauthorize staff to issue Notice of Award for construction of the Metcalf Road Bicycle Climbing Lane Project, provided the low bid is within budget, as approved in the Town of Avon 2016 Capital Projects Fund. If the bids are not within budget, the Notice of Award will be delayed and options will be presented to Council at the May 18, 2016 meeting.

PROPOSED MOTION

I move to preauthorize issuance of Notice of Award for the Metcalf Road Bicycle Climbing Lane Project contract, provided the low bid is within budget, as approved in the Town of Avon 2016 Capital Projects Fund.

DISCUSSION

The Metcalf Road Bicycle Climbing Lane Project consists of road widening to accommodate a 4' to 6' wide bicycle climbing lane in the uphill lane, milling, asphalt repair, asphalt overlay and striping between Nottingham Road and Wildwood Road. Also included in the project are drainage improvements through the commercial area on the lower east side.

Staff advertised the Metcalf Road Bicycle Climbing Lane Project for three weeks beginning on March 24, 2016 and an April 15, 2016 bid opening is scheduled. Construction could begin in May and be completed this summer.

The Project will restrict access or require temporary lane closures during construction. Outreach to citizens, businesses, and emergency services will be coordinated by staff and the contractor.

BUDGET

The Project is funded through the Town of Avon 2016 Capital Projects Fund with a current budget of \$1,260,000. Anticipated construction costs are outlined in Table 1:

Table 1: Metcalf Road Bicycle Climbing Lane Project Budget Estimate

Line ItemAmountConstruction\$1,250,000Engineering & Geotechnical Testing\$10,000Total Estimated Construction Costs\$1,260,000



www.vailvalleytrailconnection.org

Mission:

To become world-renowned for our soft trail network that enables people of all physical capabilities to enjoy the outdoors.

Purpose:

We will accomplish our mission through a vigorous public-private partnership that will have a coordinated and countywide effort to enhance our lifestyle, bring people together and drive economic vitality in the Vail Valley by:

- Increasing the number, mileage, quality and connectivity of soft trails in our network
- Promoting trail stewardship by maintaining existing trails, re-routing and re-vegetating unsustainable trails and closing illegal or bandit trails
- Promoting multiuse trails for hikers, fishermen, dirt bikers, mountain bikers and other trail enthusiasts
- Developing a coordinated guide to and improved signage for the trails
- Creating a summer recreation and tourism product that equals the Vail Valley's winter product and promoting it locally, regionally, nationally and internationally
- Obtaining an IMBA Gold Ride Center designation.



2016
FOUNDING MEMBER UPDATE

WHY WE'RE HERE

- VVTC MISSION & PURPOSE
- REVIEW 2015 ACCOMPLISHMENTS
- PLAN FOR 2016
- YOUR ROLE WITH VVTC





Mission

To become world-renowned for our soft trail network that enables people of all physical capabilities to enjoy the outdoors.

FOUNDING MEMBERS

COMMUNITIES:

EAGLE COUNTY
TOWN OF VAIL
TOWN OF AVON
EAGLEVAIL
TOWN OF EAGLE
TOWN OF GYPSUM

PRIVATE SECTOR:

EAST WEST RESORTS
ROADHOUSE HOSPITALITY
ACCESS REAL ESTATE
SSF REAL ESTATE
SONNENALP HOTEL
ELEVATION RESORT MGMT

NON-PROFITS:

HARDSCRABBLE TRAILS COALITION
VAIL VALLEY MOUNTAIN BIKE ASSOCIATION
VAIL VALLEY PARTNERSHIP
ROCKY MOUNTAIN SPORT RIDERS



THREE DELIVERABLES (Q4 2014-PRESENT):

GRANT WRITING:

- \$24,000 NATIONAL FOREST FOUNDATION GRANT FOR ENDO ALLEY, EDWARDS
- PARTNERSHIP WITH USFS AND VVMBA
- NFF BLOG AND REPORTING

EAGLE COUNTY TRAILS MASTERPLAN:

- COMPILED ALL EXISTING DOCUMENTATION AND COMBINED INFORMATION (WEB)
- USED FOR PLANNING WITH PARTNER AGENCIES AND PUBLIC PROCESS

IMBA RIDE CENTER DESIGNATION:

- 2016 APPLICATION
- CONSULTED WITH IMBA STAFF AND REPRESENTATIVES



BOARD + ORGANIZATION FORMATION:

- 501(C)6 ORGANIZATION
- "IN-TANDEM" PARTICIPATION WITH PARTNER NON-PROFITS ORGANIZATIONS
- NAMED AND FORMED ORGANIZATION
- CREATED LOGO
- ASSEMBLED BOARD OF DIRECTORS
- CONTINUE TO HOLD OPEN ATTENDANCE MEETINGS AND BOARD OF DIRECTOR MEETINGS



BOARD OF DIRECTORS:

- RICH CARROLL, PRESIDENT
- MATT THOMPSON, VICE-PRESIDENT
- YURI KOSTICK, SECRETARY
- PAMELA DAVIS, TREASURER
- BOARD MEMBERS:
- CHARLIE SHERWOOD
- MIKE BRUMBAUGH
- JOHN SHIPP
- MIKE BEACH
- JAMIE MALIN
- SCOTT PRINCE
- AMY CASSIDY
- JILL RYAN, COUNTY REPRESENTATIVE (NON-MEMBER)



FUNDING AND FINANCIAL POSITION:

2014 FUNDING GOAL:

• \$96,000

2015 FUNDS:

• \$56,000

2015 FUNDING PARTNERS:

- TOWN OF VAIL
- TOWN OF AVON
- TOWN OF EAGLE
- TOWN OF GYPSUM
- EAGLE-VAIL
- EAGLE COUNTY
- HARDSCRABBLE TRAILS COALITION
- VAIL VALLEY MOUNTAIN BIKE ASSOCIATION
- VAIL VALLEY PARTNERSHIP
- EAST WEST PROPERTIES
- ROADHOUSE HOSPITALITY
- ACCESS REAL ESTATE
- SLIFER SMITH & FRAMPTON REAL ESTATE
- SONNENALP HOTEL
- ELEVATION RESORT MANAGEMENT







PROJECT UPDATE (Q4 2014-PRESENT):

MARKETING AND PR:

- LOGO AND PRESS RELEASES
- VVP RADIO SHOW, EMAIL BLAST
- FACES OF THE VAIL VALLEY VISIT VAIL
 VALLEY OFFICIAL VISITOR'S GUIDE
- NATIONAL AND REGIONAL PUBLIC SPEAKING
 - OEDIT MEETINGS
 - CO BICYCLE SUMMIT
 - NATIONAL BICYCLE TOURISM CONFERENCE
 - SIA THE ASSEMBLY
 - CO STATE SENATE
 - IMBA WORLD SUMMIT
 - INTERNATIONAL TRAIL BUILDERS SUMMIT



PROJECT UPDATE (Q4 2014-PRESENT):

MARKETING AND PR:

- LOCAL, REGIONAL & NATIONAL MEDIA STORIES
 - BIKE MAGAZINE
 - DIRT RAG
 - VAIL DAILY ON THE HILL
 - OUTSIDE ONLINE
 - ELEVATION OUTDOORS
 - 5280 MAGAZINE
 - GRINDTV.COM
 - BIKERADAR.COM
 - 303CYCLING.COM
 - VAILREALESTATE.COM
 - TTHERECOLORADO.COM
 - COLORADO SPRINGS GAZETTE



Connecting a Town with Singletrack Sidewalks

What one town's quest to replace pavement with dirt trails means for the rest of the country.

f 😈 👂 🔤

9064





PROJECT UPDATE (Q4 2014-PRESENT):

COORDINATED SIGN PROJECT:

- EAGLE COUNTY, TOWN OF EAGLE, TOWN OF AVON, TOWN OF VAIL, EAGLE-VAIL
- STANDARDIZED INFORMATION
- INDIVIDUAL COMMUNITY IDENTITY AND BRANDING

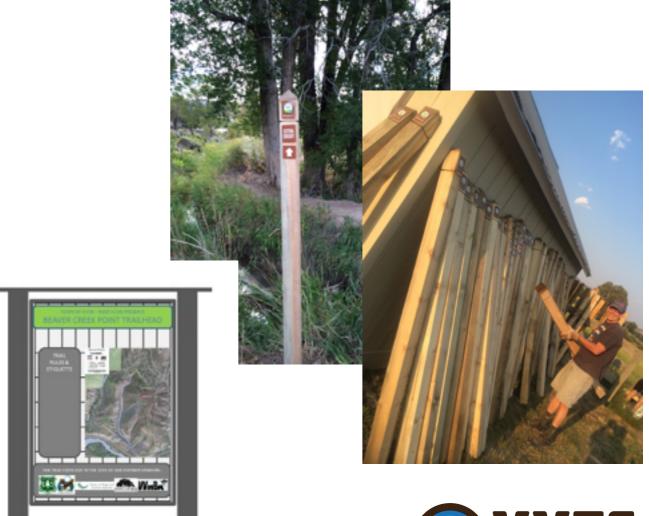
ADMINISTRATION:

- SET MEETINGS, AGENDAS
- BILLING, AR, ACCOUNTING











PROJECT UPDATE (Q4 2014-PRESENT):

COORDINATED PROJECT LIST:

- SPEARHEAD THE FORMATION OF PROJECT PRIORITIES
- COLLABORATE WITH PARTNER PUBLIC LAND AGENCIES
 USFS, BLM, EVLT, ETC
- ADVOCATE AND SERVE AS THE "VOICE" FOR THE LOCAL SOFT TRAIL COMMUNITY
- MTB PROJECT
- ONGOING AND CONTINUING EFFORT







vailvalleytrailconnection.org

2016 WORK PLAN

- COMPLETE TRAILS MASTER PLAN
- 5-YEAR BUSINESS PLAN
- EVALUATE LONG-TERM FUNDING SOURCE
- IMBA RIDE CENTER APPLICATION
- MID-YEAR UPDATE



YOUR INVOLVEMENT

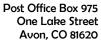
APPROVAL OF VVTC'S DIRECTION

QUALITY OF LIFE FOR RESIDENTS

BUSINESS & ECONOMIC DEVELOPMENT

- RESOURCES TO ASSIST WITH MASTER PLAN
- FACILITIES AND DATABASE FOR OPEN HOUSE
- LETTER OF SUPPORT FOR IMBA RIDE CENTER APPLICATION







970-748-4000 970-949-9139 Fax 970-845-7708 TTY

April 12, 2016

International Mountain Biking Association Jason Bertolacci Colorado/Wyoming Director COMBA Executive Director PO Box 20280 Boulder, CO 80308

Dear. Mr. Bertolacci;

This letter is being written to express the Town of Avon's enthusiastic support for the Vail Valley Trail Connection's (VVTC) application for an IMBA Ride Center designation.

VVTC has a superb public private partnership in Eagle County. VVTC also is working very well with the local IMBA Chapter, Vail Valley Mountain Bike Association, Hardscrabble Trails Coalition, Rocky Mountain Sport Riders, and each of the local municipal governments, the Eagle County government, the US Forest Service and BLM here in Eagle County.

The IMBA Ride Center Designation will show our residents and guests how valuable a comprehensive soft trail network and related amenities are. It will also further the VVTC goals of creating a world renowned soft trail network while providing sustainable trails in Eagle County, and making sure all the soft trail user groups and people of physical capabilities are cared for, have a place to play and enjoy the outdoors.

The IMBA Ride Center Designation will most certainly drive economic vitality, provide a healthier lifestyle for our residents, and provide another reason for people to live, work, and play in Eagle County.

Thank you for our thoughtful consideration of the VVTC application. The Town of Avon looks forward to celebrating an IMBA Ride Center Designation in 2016.

Best Regards,

Jennie Fancher, Mayor On behalf of the Avon Town Council

cc: Avon Town Council



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council

From: Virginia C. Egger, Town Manager

Date: April 12, 2016

Agenda Topic: Presentation by Holy Cross Energy of 2015 Community Enhancement Fund Rebate

Mr. Steve Casey, Manager Member Services and Mr. Rick Arnold, Avon Office Senior Manager, representing Holy Cross Energy and its Community Enhancement Fund, will present the 2015 refund check of \$77,472.90. Since 1997, these funds have been distributed to fund "programs designed to make a difference in people's lives and the communities in which they reside." Annual refunds are based on one percent of the electric revenue collected within the respective municipal boundary.

Beautification and energy conservation projects, equipment and technology upgrades for schools, scholarships, open space or park land acquisition, special community events and undergrounding of overhead electric/utility lines represent the eligible programs. Monies received this year are budgeted for the 2016 undergrounding of the overhead lines along the Eagle County regional trail segment. The next project targeted for the refund funds is the Harry A. Nottingham Park playground replacement. Past year projects are listed below.

It is an honor and pleasure to have Mr. Casey and Mr. Arnold present the refund at Tuesday's meeting. They have been a pleasure to work with over the years and exemplify Holy Cross Energy's commitment to the Community Enhancement Fund objectives.

Energy Audit	26,252
Whitewater Rodeo	36,000
LED Holiday Lighting	10,800
Appraisal for Open Space	15,000
Fleet Maintenance Lighting	20,000
Ironkids	30,000
LED Holiday Lighting	10,000
Avon Rec Center Lighting	29,000
Ironkids	20,000
Nottingham Park Pavilion	40,000
Fishing Pier	20,000
Ironkids	10,000
Avon Mall Improvement	608,000



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council

From: Matt Pielsticker, AICP, Planning Director

Meeting Date: April 12, 2016 Meeting

Agenda Topic: Planning and Zoning Commissioner Appointments

ACTION BEFORE COUNCIL

Vote on three (3), two year positions on Planning and Zoning (PZC) Commission.

• Vote on one (1), one year position on PZC.

SUMMARY

The Community Development Department received four (4) applications for four (4) open positions on the Avon PZC. There will be three (3) two year terms expiring in May, 2018, and one (1) one year term expiring in May, 2017. Interviews and then appointment of members to the PZC is included on the April 12, 2016 Town Council meeting agenda. Below is a summary of the positions expiring and the continuing members:

Expiring Terms (5/1/16 Term Expiration)

*John Minervini Retired / Avon Resident

*Jared Barnes Multi-modal Planner / Avon Resident

Phil Struve Retired / Avon Resident *Members with expiring terms that have re-applied

Vacant Term Expiring May, 2017

[Chris Lubbers] Resigned based on revised eligibility requirements

Continuing Members with Terms Expiring May, 2017

Jim Clancy Beaver Creek Resort / Avon Resident

Tab Bonidy Architect, Tab & Associates / Avon Resident

Lindsay Hardy Real Estate / Avon Resident

ROLE OF PZC

The role of the PZC is to review and recommend to the Town Council desirable or necessary modifications to the zoning ordinance, subdivision regulations, and to review and approve design review procedures and criteria as they relate to the zoning ordinance. The PZC acts as the Design Review Board of the Town and performs all duties and exercises related thereto. Making recommendations to Comprehensive Planning documents, updates to long range plans and special projects and assignments is another essential function of the PZC.

Given the dual role in dealing with both zoning and design review authority for the Town, the Avon Municipal Code recognizes that a balance in membership is necessary between the lay community and industry professionals.

MUNICIPAL CODE REQUIREMENTS - Attachment A

The Avon Municipal Code ('AMC") requires that at least five (5) members shall be registered electors of the Town at the time of their appointment. The AMC also recommends that a minimum of two (2) to three (3) industry professionals hold positions at all times, and that two (2) of these professionals be architects, landscape architects or designers.

After consideration has been given first to industry professionals, the AMC states that Council should then consider the following criteria in descending order:

- 1. Registered electors of the Town shall be preferred over persons who are not registered electors.
- 2. Persons having special skills and experience of particular value to the Commission should be preferred over persons who do not.

APPLICANTS – Attachment B

As of Wednesday, April 6, 2016, the Town received seven (7) applications for the open seats, two (2) of which are current members of the commission. In late 2015 after Chris Lubbers resigned the announcement was posted to the Town's website and in the Vail Daily. Based on limited interest and the upcoming May vacancies Staff decided to repost and provide additional outreach to the Community. The advertisement was once again listed on the Town's website; for 2.5 weeks leading up to the April 6, 2016 deadline a larger color advertisement space in the Vail Daily was filled. The Vail Daily directed interested people to go online to www.avon.org/jobs for more information. Once on the website, the advertisement directed applicants to provide a letter of interest, resume, and a list of three references.

On March 30, 2016 a large advertisement was placed in the Vail Daily to garner additional interest in the positions. That advertisement directed applicants to provide a letter of interest, cover letter, and at least two references.

The information received from applicants is attached to this report for your review as Attachment B. During the Regular Meeting, the agenda includes time to interview each applicant. The interview order, organized first with current members who have reapplied, and then by the date applications were received, is as follows:

- John Minervini (current PZC member) Retired Avon Resident UNABLE TO ATTEND INTERVIEW
- 2. Jared Barnes (current PZC member) Multi-modal Planner Avon Resident
- 3. Matthew Debrowolski Radiographic Technologist Avon Resident
- 4. Marty Golembiewski Civil Engineer Avon Resident
- 5. Kenneth Howell HR Generalist for Beaver Creek Avon Resident
- 6. Mark Strass Vilar Center crew/Beaver Creek Ski School Supervisor Eagle-Vail Resident
- 7. Tim Thompson Energy Engineer Eagle-Vail Resident

Each applicant will be interviewed for up to 30 minutes, after which the Council will reconvene and vote on appointments.

STAFF RECOMMENDATION

Staff recommends the Council seek insight into each applicant's interests and added value carrying out work in the following areas of work in the next two years:

- Comprehensive Planning Public Outreach Tactics Update to Master Plans
- Multi-modal Planning
- Walkability Improvements (i.e. wayfinding)
- Design Review and Zoning Applications (i.e. Wildridge zoning Amendments)

After interviews, Council will vote (open or closed) on the four (4) appointments. Since one (1) of the seats is for a one (1) year term it is fair to ask each applicant, if they were selected, whether there is interest in one (1) year versus a two (2) year term to assist with the appointment process.

ATTACHMENTS

A – Avon Municipal Code §7.12.040, Planning and Zoning Commission

B – Applicant Information

Attachment A

7.12.040 Planning and Zoning Commission.

- (a) Establishment and Purpose. There is hereby established a Planning and Zoning Commission of the Town. The purposes of the Planning and Zoning Commission (PZC) are as follows:
 - (1) To implement the goals and policies of the Avon Comprehensive Plan;
- (2) To guide and accomplish a coordinated, adjusted and harmonious development of the Town and its environs, that will, in accordance with present and future needs, best promote health, safety, morals, order, convenience, prosperity, quality of life and general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, the promotion of safety from fire, floodwaters and other dangers, adequate provision for light and air, the promotion of healthful and convenient distribution of population, the promotion of good civic design and arrangement, wise and efficient expenditure of public funds and the adequate provision of public utilities and other public requirements;
- (3) To promote health and general welfare; to provide adequate light and air; to prevent the overcrowding or inefficient use of land; to avoid undue concentration or dispersal of population; and to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;
- (4) To preserve the natural beauty of the Town's site and setting; to prevent indiscriminate clearing of property, removal of trees and earthmoving; and to attain the objectives set out in the Development Code through design review of the exterior design of all new structures and property development and additions to all existing structures and property development.
- (5) The PZC shall serve as a design review board for the Town. The purposes of the PZC when acting as the design review board are as follows:
 - (i) To ensure that the architectural design of vertical structures and their materials and colors conform with the Town's overall appearance, with surrounding development if appropriate, with natural and existing landforms, with the standards identified in the Development Code and with officially approved development plans, if any, for the areas in which the structures are proposed to be located;
 - (ii) To ensure that the location and configuration of vertical structures, including signs and signage, are contextually appropriate to their sites and with surrounding sites and structures if appropriate and that the structures and signage conform to the requirements of the Development Code;
 - (iii) To ensure that plans for the landscaping of property and open spaces conform with the rules and regulations as prescribed by the Town and to provide appropriate settings for vertical structures on the same site and on adjoining and nearby sites as determined by the Development Code; and
 - (iv) To prevent excessive or unsightly grading of property that could cause disruption of natural watercourses or scar natural landforms.
- (b) Duties. The PZC shall have the following functions and duties:
- (1) Review development applications, amendments to the Avon Comprehensive Plan and amendments to this Development Code, provide recommendations to the Town Council and render decisions as such authority is indicated in this Chapter 7.12;

- (2) Upon request and direction by the Council, make and recommend plans for the physical development of the Town, including any areas outside its boundaries, subject to the approval of the legislative or governing body having jurisdiction thereof;
- (3) Upon request and direction of the Council, conduct research, prepare studies, review other matters which are related to the present conditions and future growth of the Town, and provide comments and recommendations thereon to the Council; and
- (4) Review and make recommendations to the Council about the design of proposed development, with due regard for design standards of this Development Code and other design criteria and guidelines adopted by the Town, code text amendments that address design review procedures and criteria and any design review guidelines for the Town relating to bulk and design regulations to be imposed or that establish design standards for specific uses, types of uses, parking standards, streetscapes or other similar items.
- (c) Membership. The PZC shall be composed of seven (7) members appointed by the Council.
- (d) Qualifications of Members. Registered electors residing in the County shall be eligible for appointment, but at least five (5) members shall be registered electors of the Town at the time of their appointment to the PZC. The composition of PZC shall strive to achieve a balance in the membership between the lay community and industry professionals (architects, landscape architects, designers, real estate developers and/or contractors) in order to efficiently and effectively perform the design review functions of the PZC. Appointments should be made first to maintain the balance between industry professionals and the lay community (it is recommended that a minimum of two [2] to three [3] industry professionals hold positions on the PZC at all times and that two [2] of these professionals be architects, landscape architects or designers). Registered electors of the Town should be preferred over persons who are not registered electors. Persons having special skills and experience of particular value to the PZC should be preferred over persons who do not.
- (e) Quorum. Four (4) members of the PZC shall constitute a quorum for the transaction of business, but in the absence of a quorum, a lesser number shall adjourn any meeting to a later time or date. In the absence of all members, any staff member shall adjourn any meeting to a later time or date.
- (f) Term. The term of office for a member shall be two (2) years on an overlapping tenure. A member of the PZC who ceases to possess the qualifications for office that the member possessed at the time of appointment may be permitted by the Council to serve until the end of the appointed term, provided that the PZC member continues to reside in the County. A member of the PZC may be removed by Council pursuant to Subsection (h), Removal from Office, below.
- (g) Vacancies. A vacancy on the PZC shall occur whenever a member of the PZC is removed by the Council, dies, becomes incapacitated and unable to perform the required duties for a period of ninety (90) days, resigns, ceases to be a registered elector of the County or is convicted of a felony. In the event a vacancy occurs, the Council shall appoint a successor to fill the vacancy and serve the remainder of the term of the former member.
- (h) Removal from Office. A member of the PZC may be removed for misconduct, conduct unbecoming of a Town official, violation of the Town's code of ethics, inefficiency or more than two (2) unexcused absences within a twelve-month period. Prior to removal, Council shall conduct a hearing and shall provide written notice to the PZC member stating the grounds for removal at least three (3) days prior to the hearing.
- (i) Officers. The PZC shall select its own chairperson, a vice chairperson and a secretary from among its members. The chair or, in the absence of the chair, the vice chair, shall be the presiding officer of its

meeting. In the absence of both the chair and the vice chair from a meeting, the members present shall appoint a member to serve as acting chair at the meeting.

- (j) Compensation. All members of the PZC shall serve with compensation at a rate established annually by the Council and be reimbursed for all authorized personal expenses incurred while performing duties as a PZC member.
- (k) Staff. The Director shall serve as the staff of the PZC and shall provide for the service of a recording secretary who shall act in the capacity of secretary for the PZC for the purpose of receiving applications and other material for consideration for the PZC.
- (I) Rules and Regulations. The PZC shall operate in accordance with its own rules of procedure as provided for in Section 11.2 of the Town Charter; provided, however, that the PZC shall submit its proposed rules or any amendment to the rules to the Council, which by motion shall approve the rules or amendment and direct their adoption by the PZC or disapprove the proposal with directions for revision and resubmission. The rules shall be filed with the Town Clerk and maintained in the records of the Town and shall be subject to public inspection. The PZC may provide for certain variances, exceptions and exemptions from the requirements of its rules and regulations.
- (m) Meetings. The PZC shall meet in accordance with the rules of procedure governing the PZC and otherwise upon the call of the chairperson or, in the absence of the chair, by the vice chairperson. All meetings shall be held at the offices of the Town, unless otherwise specified, with adequate notice given to all interested parties.
- (n) Material to be submitted. The PZC shall adopt rules and regulations including procedures and schedules for applications requiring action by the PZC.
- (o) Agenda. The PZC may schedule the review of applications on the next available agenda when the next agenda is full and will likely result in an overly long meeting.
- (p) Authority to Retain Consultants. The PZC is authorized to retain the services of one (1) or more consultants, provided that funds have been appropriated by the Town for said purpose or paid as part of the application fee by the applicant, to advise and assist the PZC in performing the functions prescribed in this Section. The consultants may be retained to advise the Commission on a single project, on a number of projects or on a continuing basis. (Ord. 10-14 §3)

LETTER OF RE-APPLICATION FOR AVON PLANNING & ZONING COMMISSION – April 6, 2016

To the members of the Avon Town Council,

I am sending this letter to request your re-appointment to the Avon Planning & Zoning Commission, where I have been a Commissioner since 2011.

I will not seek Avon elective office again (two strikes is enough for me!), but serving my town on the PZC is something I do well. With Phil Struve's departure only Jim Clancey and I will have served long enough to have first hand knowledge of the Traer Creek hearings.

Please excuse my absence at your April 12 meeting and interviews. I am in Florida attending to family matters (on the Minervini side).

Thank you for your consideration.

John Minervini

5684 Wildridge Road East

Avon, CO 91620

April 5, 2016

Mrs. Peggy Hatley Human Resources Department Town of Avon One Lake Street PO Box 975 Avon, CO 81620

Dear Mrs. Hatley,

I am very pleased to present you with this cover letter and my resume for consideration in your search for the best candidate to fill the Planning and Zoning Commissioner position. Upon reading the job description posted online and performing in this capacity for the past year, I am confident that my professional planning experience and education provide a perfect match for this position.

As outlined in my attached resume, I will bring to your municipality a broad range of skills and firsthand knowledge of the development issues facing the Town of Avon, including:

- Experience as a Town Planner and Transportation Planner which are skillsets not currently represented on the Planning and Zoning Commission and will assist the Town and applicants in receiving comprehensive and well-rounded feedback on the variety of proposals presented to the board;
- Detailed knowledge of the Avon Municipal Code, Avon Development Code and the processes therein;
- Recognition of the codified language and design standards, as well as their intent, and the ability to apply those standards to applications under consideration of the Planning and Zoning Commission;
- Comprehensive understanding of and the ability to implement the existing Avon Comprehensive Plan, West Town Center District Investment Plan, East Town Center Plan, Avon Comprehensive Transportation Master Plan, Harry A. Nottingham Park Master Plan, and other long range planning efforts;
- Understanding of the roles and relationships between the Town Council, Staff and the Planning and Zoning Commission.
- Familiarity with the Village at Avon development agreement and PUD and an understanding of the relationship between their design review board and the Town's Planning and Zoning Commission;

I sincerely ask you for the opportunity to discuss my credentials, and ability to enhance your team's success. I appreciate your time and consideration.

Respectfully yours,

dan A Ben

Jared Barnes

From: (9704706628)

Town of Avon 1 Lake Street

Matthew Dobrowolski 288 West beaver Creek Blvd. Avon Co 81620 269-251-8771 Matthew Dobrowolskiid vyme.com

Dear Lown Avon board members.

Fread about an opening on your Zoning and Planning committee. I'd be interested in applying for the position.

I've been in the valley for the past six years and would welcome the opportunity to participate in the P & Z commission.

My resume, which is enclosed, contains additional information on my experience and skills. I'm looking forward to opportunity to discuss candidacy for the position. Feel free to contact me, by phone and or email. Please leave a message if I am not in, and I will return your call the next day.

Thank you very much for considering my request.

Sincerely,

Matthew Dobrowolski

Matthew J. Dobrowolski
Cell – 269.251.8771
Email – Dobber 1290@hotmail.com

Radiographic Technologist R.T. (R)

Profile:

I am interested in filling a role for a facility where I can utilize my strong planning and problem solving skills. I work well independently or as a member of a team. I'm a self-motivator and task oriented. I am capable of readily adapting to change while juggling multiple priorities and meeting tight deadlines without compromising the quality of my work. I am looking for an opportunity to exceed the expectations of my future employer.

Education:

Ferris State University – Big Rapids, MI Bachelors of Science for HCSA 2010

(Health Care Systems Administration)

Ferris State University – Big Rapids, MI

Associates of Science for Radiography 2009

Board Certified through The American Registry of Radiologic Technologists

From: (9704706628)

March - 2014 #460677

Centreville High School Graduate - Centreville, MI

Updated Certifications:

ASRT Member 2016, Red Cross Lifeguard/ CPR/AED/First Aid 2016, American Heart Association CPR/AED 2016, Proficiency in Phlebotomy, Michigan/Colorado Substitute Teaching license 2013. CHSAA Registered official 2016, and an Election official 2010.

Office Skills:

Office Management, Records Management, Database Administration, Spreadsheets/Reports, Event Management, Calendaring, Front-Desk Reception, Executive Support.

Computer Skills:

MS Word, MS Excel, MS PowerPoint, MS Database. HBO, Cerner.

Experience/Work References:

Vail Valley Medical Center - Vail, CO Radiography Tech, Admissions Rep I ER/AUC, 2011 ski season - 2012

For this position I was responsible for patient-facing registration and associated tasks, which include information collection and validation and requisitioning of orders and services Insurance related tasks include verification, medical necessity screening, and collection of copayments and associated paperwork. Additionally, I also performed radiography exams and order entry; for activate registrations, report admissions & transfers, and other duties as assigned.

Supervisor:

* KC Baker Director of Imaging

Vail Resorts Beaver Creek- Avon, CO ski season.

Ski Patrol Department, 2011

I was apart of the dedicated safety crew called Mountain Safety (aka Yellow Jackets) which consisted of staff from the Beaver Creek Guest Services and Ski Patrol departments. For this job I regularly patrolled, monitored, and enforced certain areas on the mountain for slow and responsible skiing and riding.

* Supervisor: CJ Rusin Phone # 970-710-1220

References:

Sandy Brunette Co-worker 970-376-3123 Mari Salmi Co-worker 970-376-1163 Kathie Mcneill Co-worker 970-471-1237 P.O Box 539 Avon, CO 81620 (970) 376-3128

February 29, 2016

Dear Sir or Madam,

I am writing to express my interest for the Town of Avon Planning and Zoning Commission Member position. I am a current Town of Avon resident and first move to Avon in the fall of 1998. I am very familiar with the Town of Avon as I live, work and enjoy the many activities in the Town and the surrounding area.

I am a Civil Engineer with a strong knowledge of civil engineering principles and practices. I possess a Professional Engineering License and a Bachelor of Science from Syracuse University in the field of Civil Engineering. I have experience as a design engineer and I also have construction experience working in the field of land and site development.

I believe my eagerness and desire to learn, combined with the knowledge I have gained from working in development would make me a valuable asset to the Town of Avon. I am looking forward to discussing this opportunity with Town Staff in the near future. Thank you for your time and consideration.

Sincerely,

Martin Golembiewski

Mark Islembrewsh.

Letter of Interest for Avon Planning and Zoning Commission seat

Avon Town Council,

My name is Kenneth J. Howell and my story begins in Clarksville, TN. I attended college in my hometown at Austin Peay State University, where I received a Bachelor's in Science, with a degree in Public Management and a concentration in Urban Planning. I have lived in Saratoga Springs, NY and Spokane/Seattle, WA in my time leading up to making the best decision of my life. After 6 years of living in Avon, I feel like the time is right to share my skills and passions with the place I have chosen to call home.

In November 2008 I had the fortunate opportunity to move to the Vail Valley. After 2 years working at The North Face in Lionshead, I accepted a Store Manager position at The North Face in Beaver Creek. This was certainly a turning point in my life that came with a multitude of changes. I knew I would need to live down Valley as I was living in East Vail at the time. I looked at all of the towns possible, yet something about Avon really stood out to me. The proximity to work, the beautiful Lake and Park, are some of the aspects that intrigued me. More importantly, as I started to dig deeper I wanted to live in a place that had a strong sense of community as well as opportunities to be involved in the Civic realm. Avon overwhelmingly fit that mold for me, and I cannot be happier with my decision. I have taken the time and opportunity to network with a lot of local businesses and community leaders to understand the history of this town as well as what we need to consider as we are moving forward.

Coming from a small town that is dealing with the failures of a lack of proper planning, to living in much larger cities that have very developed plans, I have a unique insight to what possibilities may come to light as we look to grow into our next 50 years. I feel extremely confident in my ability to collaborate and weigh multiple viewpoints in making proper decisions entrusted to this Commission.

Having varied management opportunities have honed my skill in mediation and organization. I perceive that these tools would be very handy in these roles. I have chosen Avon to be the town I want to call home and I would enjoy nothing more than to be able to give back to the community through this opportunity.

This past September I was selected as a Team Leader for a volunteer opportunity which offered me a chance to challenge my Leadership Skills on the other side of the world with people from all over the world. Our main objectives were in community development including both rebuild/recover and community relations. After having success in that environment, with social aspects completely foreign to me, I feel very passionately about my ability to help achieve a positive result in this role in this community. Avon has a diverse population and I feel this experience has prepared me for this role.

Selecting me for the Planning & Zoning commission would bring another highly motivated, community conscience, passionate member to you ranks. My education in Planning focused primarily in Community Development and Community/Business Relations. This coupled with my passion for Volunteerism and Community growth would make me an ideal candidate for this Commission. My goal would be to balance aesthetics and environment with growth, recreation, and commerce when making suggestions to the Avon Town

Thank you for your consideration and I look forward to an opportunity to speak with you further about how I can be an asset to the Town of Avon.

Sincerely,

Kenneth J. Howell

Remote J-Arwell

PO Box 4052 Avon, CO 81620 931-320-1852 khowell@vailresorts.com

Kenneth J. Howell

Education

Austin Peay State University 09/99-05/03 & 08/04-05/06 Clarksville, TN

Bachelor's Degree in Public Management- Concentration in Urban Planning

President of Pi Kappa Alpha fraternity and Order of Omega

Member of Omicron Delta Kappa.

Volunteerism included setting up Programs and Events for various non-profits (including Habitat for Humanity, Humane Society, and Ronald McDonald House), and as a youth mentor at an elementary school.

Employment

11/14-Current HR Resources Generalist, Beaver Creek Ski Resort

- Business Partner with Village Operations, Skier Services, and Hospitality here at Beaver Creek Ski Resort
- Provide system support to managers and have helped facilitate multiple departmental reorganizations.
- Work with managers to support hiring, coaching, discipline, and separation challenges. Including paperwork, conversations, and other questions.
- Work directly with Broomfield on piloting new programs for a company-wide rollout of new HR processing system functionality.
- Participated in our Epic Volunteers program through a volunteer trip to Nepal. I was the Team Leader for a group of 10 international volunteers through Global Volunteer Network.
- As a member of out the Epic Promise local team: I focus on promotion and execution of EpicPromise Day, promoting volunteerism in our community, and I sit on our Grant Review team as well. I serve as a Community Liaison for the Eagle Valley Land Trust and the Colorado Ski and Snowboard Museum

11/08-11/14 Store Manager, The North Face Retail Store-Vail & Beaver Creek, CO

- Hired as a Sales Associate and then promoted to Assistant Manager within 2 months.
- I spent 2 seasons working as Asst. Manager at our Lionshead location, and then promoted to the Store Manager position at our Beaver Creek location. I was responsible for closing the original location and organizing the opening of our new location. Our team has surpassed 2007 record sales levels in this past year.
- The last 5 years has extended my knowledge of TNF product with the ability to train others on new product or product changes. Responsible for interviewing, hiring, and training an in-season staff of 6 associates. My management style is team-focused with an interest in helping my staff reach their utmost potential.
- Selected, in 2011, for our inaugural SSV Leadership Expedition for high performing managers. I have been an active supporter and participant in LIFT trainings, inspiring my staff to do the same. This training has allowed me to confidently train, support, and develop our staff.
- 2013-2014 Spirit of Beaver Creek Award Winner

04/08- 11/08- Team Leader, Dick's Hunting & Outdoor Adventure Tour Presented by Mobile Media Enterprises

- Traveled across the US promoting Hunting and Outdoor Equipment.
- Maintained adequate product knowledge and demonstration of product as well as sales quotas.
- Assisted in coordinating setup and breakdown, as this is a massive undertaking.
- Effectively trained and managed a crew of 8.
- Maintained a travel mileage log as well as a budget of my expenses for company compensation and tax purposes.

Other Skills & Extracurricular

- I am proficient in Microsoft Office Applications.
- Being Outdoors is my passion. I enjoy hiking, backpacking, biking Snow-skiing, fly-fishing, rafting, golf, the mountains, and the open ocean.
- Networking is a great skill of mine, I always enjoying meeting new people and learning more about where they are from and what is important to them.
- Other interests include composing poems and watching live music.

April 5, 2016

Re:

Kenneth J. Howell

Avon Planning & Zoning Commission Applications

To whom it may concern;

Please let this letter serve as a recommendation for Kenneth J. Howell for a spot on the Avon Planning & Zoning Commission. Kenneth has worked for Vail Resorts since November 2008, in Beaver Creek since 2010. He initially came on as a Manager for our North Face Store and then joined the Beaver Creek Human Resources team in November of 2014 as and HR Generalist.

During the time that I have known Kenneth he approaches every opportunity with enthusiasm and a desire to learn. He has lead employee recognition events and participated in the Company's Epic Promise volunteer program and truly promotes our values and mission to create an *Experience of a Lifetime*. He truly cares about the people around him, the environment he lives in and his community.

Please let me know if you have any questions or if I can provide further information on Kenneth and thank you for your consideration. I can be reached at (970) 754-5264 or by email at lynner@vailresorts.com.

Sincerely,

Lynne Rossman

BC Human Resources Director

/lar

4/5/16

To Whom It May Concern:

I strongly recommend Kenneth Howell for the Avon Planning and Zoning Commission. Knowing Kenneth for over two years, his passion for his community is present through aspects of his personal and professional life. Kenneth is the first to volunteer at a variety of events benefiting the community and he continually expresses interest in how the Avon community can continue to grow in a positive direction.

As a small business owner I also see the benefits of having Kenneth's passion, insight and contribution to this committee. I trust his integrity and approach, knowing he has the best interest of the locals who live and work here year round at heart.

Kenneth has strong relationships throughout this community. He is dependable and honest. He shows innovation in his ideas and the ability to follow through with action. You will not be disappointed by electing Kenneth to your committee.

Please do not hesitate to contact me for more information.

Thank you!

Jessica Waclawski Owner of Awaking Awareness 303.717.0801 jessicawaclawski@gmail.com March 5th, 2016

Dear Avon Town Council,

It is with great pleasure that I write this recommendation letter for Kenneth Howell in consideration to be a board member for the Avon Planning Commission. I have worked with Kenneth for the last 6 years.

Kenneth is an inspiration to those around him and has many skills that would make him an asset to the board. Kenneth is highly involved in our local community - EPIC Promise Day, Highway Clean-up and volunteering through Nepal rebuilding villages and working in community development. Kenneth was a leader among his peers while running the Beaver Creek North Face store, and was a vital part of our weekly manager meetings.

Kenneth is business savvy, however understands community needs and values. Kenneth constantly thinks outside of the box, bringing new ideas to the table. He works well in a team environment and has great pride in our local community in the Vail Valley.

Sincerely

Lee Hoover

Vail Resorts Retail

Area Manager - Beaver Creek Village

(o) 970-306-0110

(c) 970-306-3683

Dear Town of Avon Town Council Members:

Kenneth Howell has asked that I write a letter of recommendation based on our personal and professional association over the past several years. I hired Kenneth as a Sales Associate and when the financial downturn required payroll cuts, his ownership and dedication kept him on my team. When an Assistant Manager position opened up Kenneth was my first Choice because of his integrity and intelligence. When a Store manager position opened up I strongly advocated his promotion to the Store Manager role. Kenneth was a participant in our Leadership Expedition and led Sustainability events for our North Face stores.

I have been in the valley thirty years with twenty of those as a homeowner in the Wildridge subdivision. I really love our community and its municipal amenities especially the Recreation Center and Library. I value my friendship with Kenneth and am proud of what he has been able to accomplish with Vail Resorts. I believe Kenneth would bring a fresh set of eyes to the Planning Commission. He is going to ask the right questions and make smart recommendations. I know Kenneth wants to help the town continue to move towards excellence as a recreational destination and welcoming place to do business.

I would love to see Kenneth be able to contribute to the Town of Avon

Regards:

John Ouinn

970.845.1077

quinn4071@comcast.net

Mark Strass 39377 US-6, APT C-104 Avon, CO 81620

April 5, 2016

Town of Avon

1 Lake Street Avon, CO 81620

Dear Town of Avon:

I am writing in response to your posted position of Planning and Zoning Commission Member. I am a 26 year old university graduate and have been a valley resident for the past 2 years. I am interested in getting involved with the community and participating in local government.

Some specific accomplishments include:

- Vail Resorts Epic Service Award recipient.
- Experience in public affairs and relations
- Responsible for quality supervision, operations, and audit of 22 front line staff

List of three (3) references:

- Caroline Sheahan Senior Manager Product Sales and Services: Beaver Creek Ph:970.754.5330
 CSHEAHAN@vailresorts.com
- Michelle Maloney Executive Director Vail Valley Charitable Fund Ph:970.524.1480
 michelle@vvcf.org
- Jim Sears Senior Manager Product Sales and Services Ski School: Beaver Creek Ph:970.754.5300
 Jsears@vailresorts.com

I would appreciate an opportunity for an in person interview. I	've enclosed	l my CV for your	review. I look
forward to hearing from you.			

Sincerely,

Mark Strass

Mark Strass

Vilar Performing Arts Center

Stage Production and Load Crew

11/2014 - Present

- Loader, stage electrician, stage carpenters and audio hand
- Basic lighting set up and spotlight
- Back stage liaison

Vail Resorts

P.O. Box 7

Vail, CO 81658 11/2014 - Present

Beaver Creek Adult Ski School Supervisor

- Managed bookings and schedules of approximately 800 instructors in both peak and non-peak visitation times
- Responsible for quality operations and audit of 22 front line staff
- Provider of guest facing customer service at #1 highest ranked resort in a company that leads the industry
- Vail Resorts Epic Service Award recipient

Lionshead Ski School Product Sales and Services

- Accurately and efficiently processed a high volume of guests while capturing data in top percentile
- Effectively communicated multiple lesson and lift product types to meet the guest's needs and the business objectives
- Professionally assist and follow through with resolution of guest complaints

BBYO Passport

5185 MacArthur Blvd. #640

Washington, DC 20016

07/2014 - 08/2014

Trip Staff/Tour Guide

- Helped in facilitating the participant's experience from Seattle to Phoenix visiting national parks and major cities in route
- Acted as a resource, role model, counselor, and supervisor
- Responsible for care and well-being of up to 20 7th and 8th grade participants

Scottsdale Unified School District

3811 N. 44th Street

Phoenix, AZ 85018-5420

09/2013 -05/2014

Para-Educator

- Provided Care in Severe and Profound classroom grades 9th 12th
- Accounted hours in Southwest Educational Billing Medicare/Medicaid
- Instructed in the use of First-Aid/CPR, medical devices and care regiments

Education

University of Arizona

Tucson, AZ United States

Graduated 05/2012

Bachelor's Degree

GPA: 3.17 of a maximum 4.00

Major: Interdisciplinary Studies

Relevant Coursework, Licenses and Certifications:

Marketing, Accounting, MIS, Journalism, Political Science, Hebrew, and Communications

	Language	Spoken	Written	Read
	English	Advanced	Advanced	Advanced
	Hebrew	Intermediate	Intermediate	Intermediate
nguage	Spanish	Novice	Novice	Novice
lls:	German	Novice	Novice	Novice

Additional Information

UPS Sales Academy graduate

Alpha Kappa Psi - Alumnus

Alpha Epsilon Pi - Alumnus

Civitan - Former Member

Chaparral High School JV Assistant Soccer Coach 2013- 2014

Russell Public Communications

4640 East Sunrise Drive,

Tucson, AZ 85718 01/2012 - 05/2012

Public Relations and Public Affairs Internship

- Managed a charity car raffle for the Jim Click Foundation that raised half a million dollars.
- Compiled legislative reports for the National Coalition of Associations of Seven Eleven Franchisees
- Researched local and national open advisory committee positions for the Special Needs Alliance

NAU Collegiate Lacrosse Team

- Traveled and played with team through Utah, Colorado, Texas, and New Mexico
- Active in the player run organization
- Qualified for first round of playoffs

Phoenix FC (Football Club) Wolves 2013 Season

500 East Veterans Way,

Tempe, AZ 85287

Volunteer

- Organized the overall operation and close of box office
- Home team, away team, and referee liaison

International Champions Cup Real Madrid vs. LA Galaxy August 1, 2013

1 Cardinals Drive,

Glendale, AZ 85305

Volunteer

- Organized and set up audio and visual for Fox Soccer press box
- Acted as runner for press and overall operations and validated credentials for VIP and Staff

Tim Thompson, PE, LEED AP, CEM

35 Stone Ck. Dr./ P.O.Box 9327 Avon, CO 81620 (541) 810-1800 Tim.ProjectEngineer@gmail.com

April 6, 2016

Peggy Hatley HR Assistant Town of Avon One Lake Street Avon, CO 81620

Dear Peggy,

The notice on your website for community members to serve on the Planning and Zoning Commission for the Town of Avon is very appealing to me. My experience as a Project Engineer includes working with developers, contractors, architects and regulatory agencies. In Klamath Falls, OR, I served as a County Planning Commissioner for three years making policy and land use decisions. With that experience and my work in this community in the late 1980's, I believe I could be an asset to the Town of Avon.

This role would allow me to use my sustainability, land development and engineering expertise to contribute to the success of the Planning and Zoning Commission. Stormwater reuse, low impact development and energy upgrades for commercial businesses are areas where I have helped clients meet their environmental goals. I am also very familiar at working with utilities and regulatory agencies.

Local references that you may contact include:

Tom Frye, Architect, Pierce and Frye Architects, 970-471-3945 Kent Kriehn, Alpine Engineering, 970-926-3373 Mike Imhoff, Vail Valley Foundation, 970-331-6017

This opportunity is exciting to me because I enjoy working with other high performing professionals who are committed to creating innovative communities. Thank you for your time and consideration.

Sincerely,

Tim Thompson, PE

Tim Thompson, PE, LEED AP, CEM

35 Stone Ck. Dr./ P.O.Box 9327 Avon, CO 81620 (541) 810-1800 tim.ProjectEngineer@gmail.com

PROJECT MANAGER

Professional Engineer with 30+ years of experience managing people and capital improvement projects for industrial, utility and engineering companies. Developed sustainable opportunities for school district to reduce energy costs and saving \$250K/yr. while receiving \$1.0M in incentives. Unique combination of analytical, leadership and interpersonal talents to foster productive, long-term relationships with stakeholders and regulatory agencies.

PROFESSIONAL EXPERIENCE

Energy Project Manager TTK, Inc. 2011–Present Klamath Falls, OR / Avon, CO

Performed energy analysis, directed bidding process, and managed construction of \$2.6 million HVAC renovation for Bonanza K12 School resulting in annual fuel savings of \$150,000. Conducted dozens of Type II energy audits for the Oregon Cool Schools Program. Certified school buildings and other offices for Energy Star. Modeled buildings for heat/cooling loads and calculation of GHG emissions.

Created and implemented a *Strategic Energy Management Plan* saving school district over \$100,000 in the first year. Wrote a *Sustainability Plan* for ODOT's co-location initiative. Secured over \$1.0 million in grant, tax credit and incentive money for school energy conservation measures. Obtained financing of \$1.8 million for HVAC, lighting and controls retrofits. Supervised energy efficient lighting installations for 3 schools concurrently including initial assessments, permits, bidding, and incentives.

Energy Efficiency Program Manager Resource Consultants 2010 - 2011 Southern Oregon

Outreach Consultant representing Energy Trust of Oregon (ETO). Presented *WattSmart* Energy Efficiency Workshops for Pacific Power. Authored USDA Technical Report for Large Solar REAP grant application. Recruited energy efficiency program participants, Trade Allies, and developed relationships with local business and agricultural leaders to increase energy efficiency. Assisted City of Klamath Falls to secure ARRA funds to install LED street lights and geothermal heating improvements.

Senior Project Engineer WH Pacific Engineers 2007 – 2010 Klamath Falls, Oregon

Established Energy Services Group at WHPacific to market the energy efficiency and renewable energy business line. Developed sustainable site construction plans for civil engineering. Managed renewable energy projects including feasibility studies, schedule, budget, and secured funding resources. Consulted on land acquisitions and project cost estimates for solar and wind developments. Collaborated with Klamath County planners on land use ordinances and development codes.

Manager of Engineering Services (ESI, Inc.) 2005-2007 Beckley, WV

Managed design plans for storm water runoff, grading, utilities, and erosion/sediment control. Coordinated with surveyors, architects, and landscape designers to ensure project budget, schedule and quality met clients' expectations. Served as expert witness for large hotel development. Performed Phase I ESA's. Presented residential subdivision development plans to County Planning Commission.

Land Development Consultant RT² Engineering 2000-2005 SLC, UT & Beckley, WV

Sustainability activities included preparation of NPDES storm water runoff permits and SPCC Spill Prevention, Control and Countermeasure permits. Managed engineering design of roads and infrastructure for business parks and subdivisions. Collaborated with developers to meet regulatory requirements. Authored transportation section for an Environmental Impact Statement.

Engineering Team Leader JBR Environmental 1993-2000 Salt Lake City, Utah

Directed engineering and environmental professionals and projects to comply with Federal, State and local regulations. Negotiated with regulatory agencies to facilitate permit approval process. Responsible for contractor bid processes, documents, schedule, and budget. Managed construction of electric power, sewer, water, and gas pipeline installation. Supervised environmental audits and water quality studies.

Project Engineer Kennecott Utah Copper 1989-1993 Bingham Canyon (SLC), Utah

Supervised large industrial construction projects and managed reclamation contracts including demolition, asbestos, waste disposal, and earthwork. Directed installation of water treatment and stormwater systems. Administered underground storage tank removal program.

Senior Civil Engineer Alpine Engineering 1987-1989 Edwards, Colorado

Managed residential, commercial and public works engineering projects. Responsible for project budgets, cost estimates, schedules, field inspection, change orders, and client satisfaction. Coordinated construction activities for a 1,200 acre development near Vail, CO.

Senior Mining Engineer Salt River Project 1982-1987 Phoenix, Arizona

Co-authored Surface Mining Permit which was approved to develop a surface coal mine in NM. Supervised aerial mapping and surveying of 14,000 acres, archeology, and water quality studies.

Project Engineer International Coal 1980-1981 Lewisburg, West Virginia

Directed field activities and contractors for coal mine construction. Regulatory compliance.

Sales Engineer Ingersoll-Rand Construction 1979-1980 Knoxville, Tennessee

Performed cost/benefit analyses. Completed extensive Xerox Sales Training course.

CERTIFICATIONS

PE - Registered Professional Engineer - Colorado, Utah, Oregon, West Virginia

CEM - Certified Energy Manager

LEED AP BD+C - Leadership in Energy and Environmental Design - Accredited Professional

EDUCATION

Bachelor of Science Mining Engineering, West Virginia University, 1979 Economics, Finance, Accounting and Management College Level Courses, 1984 – 2012



To: Honorable Mayor and Members of Town Council

From: Matt Pielsticker, AICP, Planning Director

Meeting Date: April 12, 2016 Town Council Meeting

Agenda Topic: PUBLIC HEARING and Second Reading of Ordinance 2015-11, An

Ordinance Approving a Code Text Amendment related to Minor PUD

Amendments in the Wildridge Subdivision

ACTION BEFORE COUNCIL

Vote on an Ordinance that changes the development review considerations for PUD Amendment Applications in the Wildridge PUD.

PROPOSED MOTION

"I move to approve Ordinance 2015-11 (Exhibit A), thereby approving Case #CTA15001, an application for a code text amendment pertaining to the Wildridge Subdivision, to add a new Section 7.16.060(h)(1)(iii) Amendments to Wildridge PUD to the Avon Development Code and edit Table 7.16-1 accordingly, together with the findings of fact."

SUMMARY

The attached Ordinance provides amendments to the Avon Municipal Code. The amendments create a new set of guidelines for property owners within the Wildridge Subdivision who propose to change their development rights from a duplex structure to two (2) single-family homes. The amendments create a new catagory called "Lot Split PUD Amendments," and continue to require public hearings before the Planning and Zoning Commission and Town Council for final decision. It should be noted that these regulations only apply to undeveloped lots in the subdivision.

These code amendments were originally reviewed by Council on November 17, 2015, and were continued in order for the Planning and Zoning Commission to hold additional hearings and vet the changes with the public. Based on public comments received at three different hearings, the Ordinance was amended and is once again presented to Council for consideration. The Planning and Zoning Commission recommended approval (**Exhibit B**) after further modifications were made. For a complete background of the Wildridge Subdivision and a summary of the PZC/Council joint work session from June 2015 that prompted the contained amendments please see attachments (**Exhibit C**).

If approved, future PUD amendment proposals for Lot Splits would need to address specific site characteristics unique to the Wildridge neighborhood to demonstrate that a development proposal is not more impactful than development proposed under the existing site allowance. The language is intended to provide PZC (and ultimately Council) with ample discretion to review proposals on a site-by-site basis.

The second reading of Ordinance 2015-11 was continued from the March 8, 2016 meeting in order to incorporate additional modifications. Requested changes to the Ordinance included the following:

- 1. Remove the word "minor," with respect to the Lot Split PUD type. Incorporated.
- 2. Consider adding the following language to Sec. 7.16.060(h)(1)(ii) concerning eligibility requirements for Lot Split PUD Amendments
 - "Application may be made for a lot split in the Wildridge Subdivision when due to the topography, geography or specific site characteristics of a lot, the lot is not suitable for development under existing regulations. Such applications may be recommended for approval, denial or modification thereof"
 - This language is parallel to variance language in the Development Code; it would result in the unnecessary demonstration of a physical hardship. The Lot Split provisions require an applicant to demonstrate that the development is less impactful than existing regulations. These changes were not incorporated.
- 3. The Staff report and PZC recommendation cited building height restrictions as possible mitigation for Lot Split PUDs and this should be added in Sec. 7.16.060(h)(4)(v). Incorporated.

The above cited changes to Ordinance 2015-11 are included as a redline strikethrough as attached to this report. With the noted changes Staff is recommending approval and final action on

§7.16.040(c), CODE TEXT AMENDMENT REVIEW CRITERIA

Town Council shall use the following review criteria as the basis for a final decision on Ordinance 2015-11:

- (1) The text amendment promotes the health, safety and general welfare of the Avon Community;
- (2) The text amendment promotes or implements the goals and policies of the Avon Comprehensive Plan;
- (3) The text amendment promotes or implements the purposes stated in this Development Code; or
- (4) The text amendment is necessary or desirable to respond to changed conditions, new planning concepts or other social or economic conditions.

Staff Response: The amendments implement the goals and policies of the Avon Comprehensive Plan by "Siting buildings of varying sizes along the street to maximize sun exposure, protect views, be compatible with existing surrounding development, and break up building bulk" (Planning Principles | District 24: Wildridge Residential District, Avon Comprehensive Plan). By providing the potential for smaller building footprints and reduced building heights, where compatible with existing surrounding development, the new design criteria for lot splits achieve these goals of the Avon Comprehensive Plan. Additionally, the Planning and Zoning Commission citied conformance with the following goals and policies:

- <u>Goal D.1</u>: Ensure that development and redevelopment is compatible with existing and planned adjacent development and contributes to Avon's community image and character.
- <u>Policy D.1.5</u>: Update and enhance the Avon land use regulations so that development is subject to a thorough, rigorous set of development criteria.

The Planning and Zoning Commission identified several advantages to the amended language, including the following:

• A more structure process with added review criteria; this adds up-front direction to property owners, applicants, and Town Staff when reviewing these applications.

- Reduced massing, where appropriate and compatible with neighboring developments, to address wall-effect of some of the larger, linear, duplex structures that have patterned in some areas of the Subdivision.
- Potential for smaller building footprints, where compatible with homes in the vicinity.
- Reduced building heights if warranted to address adjacent existing development.
- Transparent, thorough process with Public Hearings at PZC and Town Council that give time to work with adjacent property owners when needed.

ATTACHMENTS

Exhibit A: Ordinance 2015-11, as amended

Exhibit B: PZC Resolution 16-01, Recommending Approval

Exhibit C: Wildridge Background and Joint PZC/Council Work Session

Exhibit D: Written Public Comments



AN ORDINANCE AMENDING AVON MUNICIPAL CODE TABLE 7.16-1 AND SECTION 7.16.060(h)(1) CONCERNING LOT SPLIT PUD AMENDMENTS TO WILDRIDGE PUD

WHEREAS, the Avon Town Council initiated an application ("Application") to amend the text of the Avon Development Code ("ADC") in accordance with Section 7.16.040 of the ADC;

WHEREAS, the Application would amend Sections 7.16.060(h)(1) *PUD Amendment Categories* and 7.16.060(h)(2) *Reviewing Authority* and Table 7.16-1, *Development Review Procedures*, in accordance with the Code Text Amendment;

WHEREAS, the Avon Planning & Zoning Commission held a public hearing on September 29, 2015, after publishing and posting notice as required by law, considered all comments, testimony, evidence and staff reports provided by the Town staff, considered such information prior to formulating a recommendation;

WHEREAS, the Avon Planning & Zoning Commission held additional work sessions on January 5, 2016 and January 19, 2016 to consider additional public comments, testimony, evidence and staff reports provided by Town Staff;

WHEREAS, after conducting the noticed Public Hearing and additional work sessions, PZC approved Resolution 16-01 and made the required findings to recommend approval of the application to the Town Council;

WHEREAS, the Town Council of the Town of Avon held public hearings on March 8, 2016, and March 22, 2016 after posting notice as required by law, considered all comments, testimony, evidence and staff reports provided by the Town staff prior to taking any action on the Application;

WHEREAS, pursuant to AMC §7.16.040(c), *Review Criteria*, the Town Council has considered the applicable review criteria for a Code Text Amendment and found the Application in compliance with the review criteria, and specifically finds that the text amendment is necessary or desirable to respond to changed conditions, new planning concepts or other social or economic conditions and promotes the health, safety and general welfare of the Avon community; and,

WHEREAS, approval of this Ordinance on first reading is intended only to confirm that the Town Council desires to comply with state law, the Avon home rule charter and the Avon

Development Code by setting a public hearing in order to provide the public an opportunity to present testimony and evidence regarding the application and that approval of this Ordinance on first reading does not constitute a representation that the Town Council, or any member of the Town Council, supports, approves, rejects, or denies the proposed zoning or other matters in this Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF AVON, COLORADO, the following:

Section 1. Recitals Incorporated. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.

Amendment to Table 7.16-1: Development Review Procedures and Review Authority. Table 7.16-1, Development Review Procedures and Review Authority, of the ADC is amended to insert a new horizontal cell row adjacent to the category for Planned Unit Development, located below "Minor PUD Amendment" and above "Major PUD Amendment" and shall read "Lot Split PUD Amendment for Wildridge PUD" together with a cell for "R" under the Director column; a cell for "H-R" under the PZC column; and a cell for "H-D" under the TC column, to read as follows:

Lot Split PUD Amendment for Wildridge PUD R	R	H-R	H-D
---	---	-----	-----

Section 3. Amendment to Add a New Section 7.16.060(h) is hereby repealed in its entirety and re-enacted to read as follows:

- (1) PUD Amendment Categories. Categories of PUD amendments are established and defined as follows for the purpose of determining the appropriate review procedure:
 - (i) Administrative Amendment. A proposed PUD amendment is considered administratively if it provides for the correction of any errors caused by mistakes that do not materially alter the substance of the PUD development plan as represented to the Town Council.
 - (ii) Minor Amendment. A proposed PUD amendment is considered minor if it meets the following criteria for decision and has been determined as such by the Director:
 - (A) The PUD amendment does not increase density, increase the amount of nonresidential land use or significantly alter any approved building scale and mass of development.
 - (B) The PUD amendment does not change the character of the development and maintains the intent and integrity of the PUD.

- (C) The PUD amendment does not result in a net decrease in the amount of open space or result in a change in character of any of the open space proposed within the PUD.
- (iii) Lot Split Amendment to Wildridge PUD. A proposed PUD Amendment to the Wildridge PUD to permit a lot split of a duplex lot into two lots is considered a Lot Split Wildridge PUD amendment if it meets the following criteria for decision and has been determined as such by the Director:
 - (A) The proposed duplex lot split is located in the Wildridge PUD Subdivision on a vacant, undeveloped lot.
 - (B) The proposed minor PUD amendment meets the criteria for a Minor Amendment in Section 7.16.060(h)(1)(ii).
 - (C) The miner-PUD amendment proposes to split one lot permitting a residential duplex dwelling into two lots permitting one detached single-family-residential dwelling on each lot.
- (iv) Major Amendment. A PUD amendment that is not classified as an administrative amendment, minor amendment or Lot Split PUD amendment to Wildridge PUD is considered a major amendment.
- (2) Reviewing Authority.
 - (i) Administrative Amendments. The Director shall review and render decisions on Administrative Amendments. A decision of the Director may be appealed to the Council pursuant to Section 7.16.160, Appeal.
 - (ii) Minor Amendments. The general procedures set forth in Section 7.16.020, General procedures and requirements, shall apply to minor PUD amendment applications. The PZC shall review all minor PUD amendment applications and shall provide a recommendation to the Town Council after conducting a public hearing. The Town Council shall review and render a final decision, through a resolution, on a minor PUD amendment application after conducting a public hearing.
 - (iii) Lot Split Amendments to Wildridge PUD. The general procedures set forth in Section 7.16.020, General procedures and requirements, shall apply to Lot Split Amendments to Wildridge PUD applications. The PZC shall review all Lot Split Amendments to Wildridge PUD amendment applications and shall provide a recommendation to the Town Council after conducting a public hearing. The Town Council shall review and render a final decision, through a resolution, on a Lot Split Amendments to Wildridge PUD amendment application after conducting a public hearing.

- (iv) Major Amendments. The general procedures set forth in Section 7.16.020 shall apply to major PUD amendment applications. All major PUD amendment applications shall be processed as preliminary PUD and final PUD applications.
- (3) Review Criteria. The PZC and Council shall review a PUD amendment according to the same approval criteria listed above for a preliminary PUD development plan.
- (4) Additional Review Criteria. The PZC shall review a Lot Split Amendment to the Wildridge PUD application and Major Amendments in the Wildridge PUD that include a Lot Split according the following criteria in addition to the review criteria for a preliminary PUD development plan:
 - (i) The application results in less total site coverage and contains restrictions on building envelopes when deemed appropriate to minimize site coverage;
 - (ii) Driveway disturbance is minimized and a shared driveway curb cut is utilized when feasible and when a shared driveway curb cut would reduce site disturbance;
 - (iii) Areas not appropriate for development are designated on the PUD plan;
 - (iv) The proposed development of the site avoids disturbance of slopes greater than 30% or reduces potential disturbance of slopes greater than 30% compared to the existing PUD designation; and,
 - (v) The PUD plan incorporates requirements and/or restrictions as deemed appropriate to minimize or mitigate impacts to properties in the vicinity, including but not limited to:
 - (A) enhanced landscaping;
 - (B) increased building setbacks (i.e. minimum 20' separation between buildings and a minimum 10' setback between properties);
 - (C) designated building footprints;
 - (C)(D) <u>building height restrictions</u>; and,
 - (D)(E) ____designated architectural massing, including building square footage designation."

Section 4. Codification of Amendments. The codifier of the Town's Municipal Code, Colorado Code Publishing, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Avon Municipal Code. The Town Clerk is authorized to correct, or approve the correction by the codifier, of any typographical error in the enacted regulations, provided that such correction shall not

substantively change any provision of the regulations adopted in this Ordinance. Such corrections may include spelling, reference, citation, enumeration, and grammatical errors.

Section 5. Severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Council hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term "provision" means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term "application" means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

Section 6. Effective Date. This Ordinance shall take effect thirty days after final adoption in accordance with Section 6.4 of the Avon Home Rule Charter.

Section 7. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Avon, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 8. Publication. The Town Clerk is ordered to publish this Ordinance in accordance with Chapter 1.16 of the Avon Municipal Code.

INTRODUCED, APPROVED, PASSED ON FIRST READING AND ORDERED POSTED on March 8, 2016 and a public hearing on this ordinance shall be held at the regular meeting of the Town Council on April 12, 2016, at 5:00 P.M. in the Council Chambers, Avon Municipal Building, One Lake Street, Avon, Colorado.

	Jennie Fancher, Mayor
Published by posting in at least thr Clerk at least seven days prior to fi	ee public places in Town and posting at the office of the Town and action by the Town Council.
ATTEST:	APPROVED AS TO FORM:
Debbie Hoppe, Town Clerk	Eric Heil, Town Attorney

INTRODUCED, FINALLY APPROVED, AND PASSED ON SECOND READING, AND ORDERED PUBLISHED BY POSTING on April 12, 2016.

Jennie Fancher, Mayor	
ublished by posting by title in at least three public places in Town and posting by title at the ffice of the Town Clerk.	ıe
TTEST:	
Pebbie Hoppe, Town Clerk	



TOWN OF AVON, COLORADO PLANNING AND ZONING COMMISSION RESOLUTION 16-01 SERIES OF 2016

A RESOLUTION RECOMMENDING TO THE AVON TOWN COUNCIL APPROVAL OF ORDINANCE 15-11, AS AMENDED; AN ORDINANCE TO CREATE A NEW PUD AMENDMENT CATEGORY FOR THE WILDRIDGE SUBDIVISION

WHEREAS, the Avon Town Council and Planning and Zoning Commission held a special meeting on June 3, 2015, where interest was expressed in adopting additional review criteria for applications that propose to split a duplex lot into two single-family properties; and

WHEREAS, the Avon Town Council initiated an application ("Application") to amend the text of the Avon Development Code ("ADC") in accordance with Section 7.16.040 of the ADC; and

WHEREAS, the Avon Planning and Zoning Commission held work sessions to discuss revised regulations for lot splits in Wildridge on August 18, 2015, September 1, 2015, a noticed Public Hearing on September 29, 2019, and additional work sessions on January 5, 2016 and January 19, 2016, where additional public input was received and considered; and

WHEREAS, the Planning and Zoning Commission makes the following findings with respect to Ordinance 15-11:

- 1. The code text amendments are desirable to respond to changed conditions in the Wildridge Subdivision.
- 2. The code text amendments are intended to mitigate negative impacts to adjacent property by providing additional review criteria for lot split applications and further promote the health, safety and welfare of the community.
- 3. The code text amendments help to minimize or mitigate the potential impacts of developing two single-family homes on a duplex zoned property by incorporating added requirements for consideration (i.e. increased building setbacks, designated architectural massing such created with maximum building square footage).
- 4. The code text amendments provide added assurances to the community and adjacent existing development that compatibility with the neighborhood must be demonstrated with applications for duplex lot splits,
- 5. The code text amendments result in additional opportunities for public input when an application to add a single-family home to an existing lot with a single-family residence is processed as a Major PUD Amendment.
- 6. The code text amendment promotes the goals and policies of the Avon Comprehensive Plan for the Wildridge Subdivision , including and not limited to:
 - a. <u>Goal D.1</u>: Ensure that development and redevelopment is compatible with existing and planned adjacent development and contributes to Avon's community image and character.
 - b. <u>Policy D.1.5</u>: Update and enhance the Avon land use regulations so that development is subject to a thorough, rigorous set of development criteria.

7. The code text amendments are in compliance with the review criteria for text amendments codified in Section 7.16.040(c), Review Criteria, as outlined herein.

NOW THEREFORE, BE IT RESOLVED, that the Planning and Zoning Commission hereby recommends that the Town Council of the Town of Avon Approve Ordinance 15-11 (Exhibit A) as attached and amended.

ACCEPTED, APPROVED, AND ADOPTED THIS DAY OF	2016 ر
AVON PLANNING AND ZONING COMMISSION	
SIGNED:	
Jim Clancy, Chairperson	

Exhibit C Wildridge Background and Joint PZC/Council Work Session

Background

Since the original platting of the Wildridge Subdivision, there has been a steady trend toward single-family development; either in the form of a single-family structure constructed on a duplex zoned property, or in several cases zoning amendments and corresponding subdivisions to create new single-family lots. Several examples of this type of development have been processed and/or constructed over the years, including the following:

- Wildridge Acres A Resubdivision of Lot 13, 14, 15, Block 2, Wildridge
- Foxx4 A Resubdivision of Lot 2, Block 5, Wildridge
- Beaver Creek Point A Resubdivision of Lot 111, Block 1, Wildridge
- Grandview A Resubdivision of Lot 45, Block 2, Wildridge
- Longsun A Resubdivision of Lot 42, 43, Block 4, Wildridge
- Saddleridge A Resubdivision of Lot 47, 48, Block 1, Wildridge
- O'Neal A Resubdivision of Lot 10, 11, Block 2, Wildridge
- Western Sage A Resubdivision of Lot 54, 55, 89, Block 4, Wildridge
- Dry Creek A Resubdivision of Lot 4, Block 2, Wildridge
- Gandorf A Resubdivision of Tract B, Block 1, Wildridge
- Minervini A Resubdivision of Lot 15, 16, Block 4, Wildridge
- Wildridge Point Lot 1, 2, 3, A resubdivision of Lots 33 & 34, Block 4, Wildridge
- June Creek Point A Resubdivision of Lot 25, Block 2, Wildridge
- Gasperlin PUD Lot 10, Block 3, Wildridge
- 4290 Wildridge A Resubdivision of Lot 26, Block 3, Wildridge
- 5151 Longsun A Resubdivision of Lot 48, Block 4, Wildridge
- 4250 Residences A Resubdivision of Lot 21, Block 3, Wildridge

A number of discussions with Town Council and PZC questioning the adequacy of current development regulations resulted from some recent proposals. Notably, the review of an application for six (6) single family residences on Lot 38/39, Block 4, Wildridge suggested that there could be a need to address this type of replatting and zoning change. While that application was ultimately denied based upon conflicts with the review criteria, it prompted a joint work session with Town Council and PZC on June 3, 2015 to further discuss the subdivision. At that meeting Council and PZC indicated interest in adopting additional review criteria for duplex lot split PUD Amendments to help mitigate potential impacts, and to codify best practices incorporated in past lot split PUD amendment approvals.

Additional direction from the June 3, 2015 joint work session with Council and PZC included:

- "<u>Coast to Coast Duplex</u>" Review the duplex design standards and recommend Development Code amendments to address this undesirable structure design.
- <u>Covenants</u> Do not pursue re-establishment of covenant restrictions such as maximum building square footage cap.
- <u>Development Standards</u> Review 1980 Design Guidelines and determine possible elements that may benefit from incorporation into the Development Code (i.e. steep slope, massing).
- <u>Accessory Dwelling Units</u> First, work with water district to determine appropriate standards. Explore ways to streamline process for existing units and evaluation a Conditional Use permit process (i.e. Silverthorne).

Exhibit C

Wildridge Background and Joint PZC/Council Work Session

"Coast to Coast" Standards

Currently, no codified development standards exist to prevent a "coast-to-coast", or "setback to setback" duplex design. PZC discussed this topic to identify concerns and determine if additional standards could be crafted to address this less desirable building form. At this time PZC has no recommended changes to the existing Duplex design standards. The existing standards require a unified, coordinated design of a duplex structure with compatible materials and colors.

Wildridge Design Guidelines

At the November 17, 2015 Council meeting, Council requested that PZC reconsider adopting parts or the entire original design guidelines for the Wildridge subdivision. The PZC reviewed the design guidelines and ultimately determined that the guidelines were not necessary based on the adequacy of the existing Title7: Development Code, design standards. In particular, all development in the Town must adhere to existing steep slope requirements and grading/retaining wall standards. There is a noted exception to the driveway orientation standard of 90 degrees perpendicular for these steep properties to allow for angled driveway entrances in order to further reduce site disturbance related to driveway access.

Accessory Dwelling units

Staff has been evaluating how other Towns regulate accessory dwelling units, especially in well-established communities. The Planning and Zoning Commission will review draft standards this summer before providing a recommendation to Town Council for consideration.

Public Input

At the January 5, 2015 PZC meeting several comments were fielded for duplex lot split regulations. The following members of the public spoke before PZC: Gary McBride, Jeff Manley, Gary McBride, Rick Petrillo, Mike Farr, Dave Dantas, David Strandjord, Harry Greenberg, and Bruce Baca. The public raised concerns with Ordinance 15-11 as drafted, and generally supported keeping the process as it exists today with Council making the final determination in all instances of re-subdivisions in Wildridge. Other comments included:

- Minimum square footages may be more appropriate than maximum square footages in order to maintain consistency with neighboring development.
- Some recent lot splits look crowded because the homes are too close together.
- No interest in working class homes (i.e. 5151 Longsun Lane)
- The process seems to be working today, and these applications do not change density
- Perhaps a minimum width of new structures should be considered to ensure compatibility.
- Looks like we are headed in the right direction with draft language.
- Adjacent properties must be taken into consideration with lot splits.
- The regulations may benefit builders more than citizens.
- Perhaps there should be a distinction between upper and lower Wildridge for these matters.

All written public comments received by Staff and PZC are attached (**Exhibit D**) and made part of the public record for this file.

2010 Lot Split Language

In addition to considering public comments, PZC reviewed the 2010 draft language that was part of Title 7, Development Code hearings. During the drafting of Development Code, Town Staff worked toward a set of standards to address the same circumstance of a duplex lot being split into two single-family lots and structures. Below in blue text is the 2010 code language (never adopted),

Exhibit C

Wildridge Background and Joint PZC/Council Work Session

referenced for consideration. After a review of these previously drafted regulations by the Commission, they found that the majority of the old draft language was simply too restrictive. The draft language did not appear to be necessary to ensure sensitive development, except for the requirement to provide building separation as identified in Section 3(ii) below.

Wildridge Duplex PUD Amendment Criteria. The purpose of this section is to establish criteria for the review of duplex subdivisions which propose to break-up the bulk and mass of potential duplexes on duplex lots in the Wildridge Subdivision and by creating two (2) single-family homes of a limited size which result in two (2) smaller structures, rather than one (1) large monolithic structure and which are sited with adequate separation between the two buildings. A proposed subdivision of a duplex lot which does not meet the criteria in this section must follow the "Major PUD Amendment" process.

- **1. Minimum Lot Size:** one (1) acre.
- 2. Maximum Unit Size: The two proposed single-family homes shall not be of a combined gross floor area greater than 6,000 sq. ft. and shall be configured in a primary/secondary arrangement with the primary structure comprising at least sixty-percent (60%) of the total floor area and the secondary structure comprising a maximum of forty-percent (40%) of the total floor area.
- 3. Building Envelopes: Any request to build two (2) single family homes on a lot platted and zoned for a duplex must be accompanied by a Duplex Subdivision Plat depicting two (2) separate building envelopes which meet the following standards:
 - (i) are each no greater than 1,800 sq. ft. in area,
 - (ii) are at least twenty (20) feet apart,
 - (iii) conform to setbacks,
 - (iv) are sized, configured, and located in a manner consistent with surrounding development,
 - (v) respond to natural contours to minimize site disturbance,
 - (vi) and avoid steep slopes which exceed thirty percent (30%) grade where practical and in no case include steep slopes which exceed forty percent (40%) grade.
- **4. Compatibility:** The newly proposed single-family lots shall be compatible with the average size of the ten (10) closest lots to the subject property; and, shall be configured and placed on the lot in a manner which responds to the natural topography without causing excessive grading and site disturbance.
- **5. Access & Easements:** A single access easement shall be located and depicted on the proposed Duplex Subdivision Plat in accordance with §7.28.030, AMC.

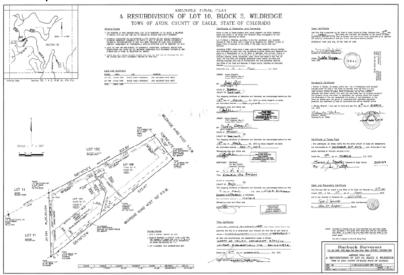
Recent Lot Splits

Recent projects that embody the spirit of Ordinance 15-11 and the enhancement of sensitive planning principles listed above include:

Gasperlin Residences on Lot 10, Block 3, Wildridge. This project divided a duplex lot into two
single-family lots, each with a building footprint limited to 2,900 sq. ft. for each lot. The
livable area was limited for each property, and by splitting the duplex into two properties,
the views of the neighboring existing development above the project were carefully taken

Exhibit C Wildridge Background and Joint PZC/Council Work Session

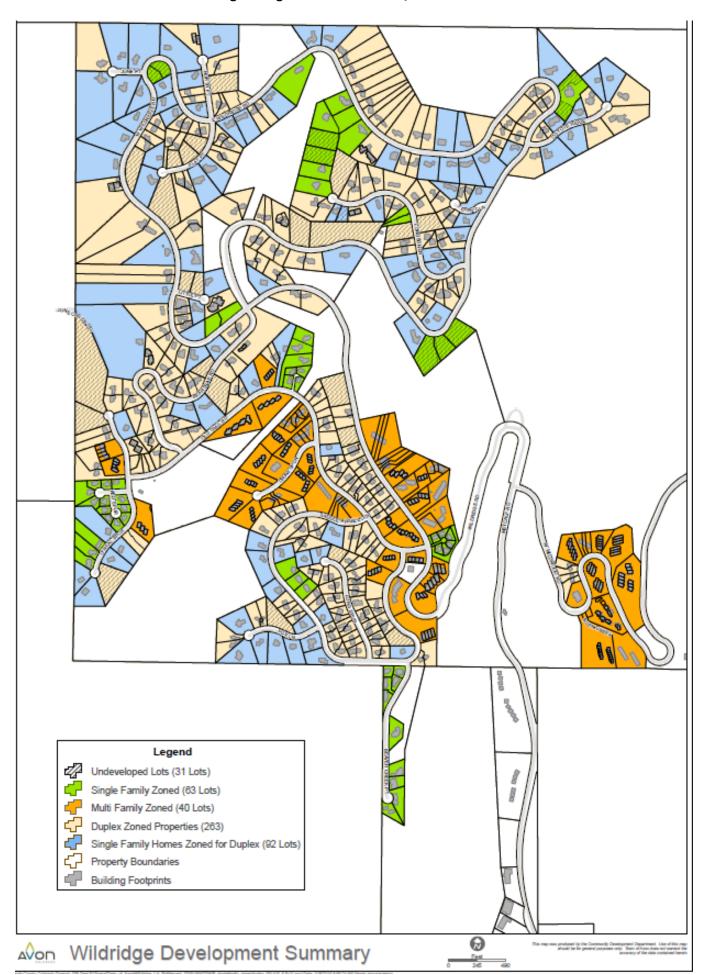
into account and preserved to a larger degree. As can be evidenced with the project nearing the end of construction, the layout of the project is responsive and compatible with neighboring development.



• 4250 Residences at Lot 21, Block 3, Wildridge. Again, this project split a duplex lot into two single-family lots. The review process included ample time to address neighboring concerns (primarily views), as well as the massing of the development as it relates to other construction in the area. In addition to shifting the placement of the proposed buildings during the review process, the building heights were reduced (i.e. from 35' to 30' and 33' respectively) and floor area maximums were added to provide assurance the units will be compatible when constructed.



Exhibit C
Wildridge Background and Joint PZC/Council Work Session



Matt Pielsticker

From: Dominic Mauriello <dominic@mpgvail.com>

Sent: Monday, January 04, 2016 12:35 PM

To: Matt Pielsticker
Cc: Allison Kent

Subject: Wildridge Development Standards

Hi Matt and Planning and Zoning Commissioners:

I noticed that the Wildridge Development Standards are on the agenda again for discussion on January 5. I have a conflict and cannot attend the meeting but would like to participate in the discussion. If this item could be discussed again in the future meeting before becoming final, that would be greatly appreciated.

Below are some comments and suggestions based on the proposed language and what triggers a Major PUD Amendment:

- Today, a major amendment and a minor amendment for a lot split have exactly the same process: PZC recommendation and Town Council final approval. I realize the PZC recommended a process by which a minor amendment could be approved by the PZC but perhaps it would be easiest to allow the Town Council the final approval authority and eliminate this new set of criteria which makes an application more complicated.
- I am not sure I understand the ultimate issue. 90% of the applications for lot splits that have come through the process have ultimately been approved by the PZC and the Town Council. In the last 10 years, there has been two applications that were controversial. Neither was approved. It seems to me the Town is spending a lot of time trying to fix something that is not broken.
- The minimum lot size of 1-acre seems rather limiting and its not clear whether that's the existing lot that must be 1-acre or the resulting two lots, each with one acre;
- The maximum unit size is also very limiting and somewhat arbitrary. A larger one-acre lot can support a greater floor area than a smaller lot. Perhaps this should be a sliding scale based upon the lot area. A one-acre lot should be able to support two homes of 7,500+ sq. ft. total (3,750 each)
- I am not sure why a 60/40 split is important. This concept has not achieved any sort of goal or positive community outcome in the 50 years it has existed in Vail other than making one owner pay more for snow removal on a shared driveway. It adds a layer of regulation without any real measurable outcome. I would recommend eliminating this requirement.
- Building envelopes:
 - o Is an actual plat application required or will a diagram like we have done previously suffice? This is added expense to only find out the application is denied for the split.
 - o 1,800 sq. ft. will almost never work again this should be reflective of the lot area. The smallest possible is probably in the 2,500 sq. ft. range with the need for a garage
 - Some lots today have 40% slopes as the existing condition, so this limit probably does not work.
- Compatibility. Are we talking the average size of the two split lots or the original lot? I am not sure average lot size really allows one to find compatibility since lots can be of varying shapes and sizes. There are some huge, steep lots that have been developed next to smaller less steep lots. In these cases the lot sizes were more reflective of buildability. This kind of standard might work in a traditional

neighborhood, on the valley floor, developed in a typical grid system but its not very applicable to a mountainous subdivision like Wildridge which has hugely variable lot sizes. I would change this measure of compatibility. Just because a few land owners decided not to build a duplex should not have a bearing on what another neighbor can develop.

I hope this assists in your deliberations.

Thanks,

Dominic F. Mauriello, AICP
Mauriello Planning Group, LLC
PO Box 4777
2205 Eagle Ranch Road
Eagle, Colorado 81631
970-376-3318 cell
www.mpgvail.com

Matt Pielsticker

From: Rick Petrillo <poohcaso@gmail.com>
Sent: Monday, January 04, 2016 9:28 PM

To: Thad Pryor; Kim & Rudy Vulpe; Henry Rischitelli; marto@vail.net; Mitch Chambers;

Jacob Brege; Mike Farr; skibunny@earthlink.net; Beverly McBride; isom@vaillaw.com

Cc: Matt Pielsticker

Subject: Planning and Zoning Commission meeting

There is a meeting tomorrow night for the Planning & Zoning Commission of Avon.

The topics of discussion that effect Wildridge are:

- 1) The rezoning of vacant lots. Currently vacant lots zoned for single family and duplex homes in Wildridge would be rezoned to allow two single family structures to be built.
- 2) On lots where there is an existing single family home, the commission is proposing that the owner would be allowed to sub divide the lot and build an additional smaller single family home on the lot.

In my opinion this will ruin view corridors, crowd Wildridge and most importantly destroy our property values along with the peacefulness of living up here. Apparently, the commission now sees a need for affordable housing in Wildridge. Currently, we have affordable housing in Wildwood and the town of Avon. Wildridge is not the place to create additional affordable housing.

I would encourage you to do the following. Pass this email along to all Wildridge residents, attend the meeting tomorrow night at 5:30 at the town offices and compose an email to Matt Pielsticker. His email address is: mpielsticker@avon.org and is copied on this email. If you do send an email, please cc me as I will be attending the meeting tomorrow night.

Thank you,

Rick Petrillo 970.376.0052

Matt Pielsticker

Subject: FW: Planning and Zoning Commission meeting

From: Jackie Work [mailto:jackie.work@mountainci.net]

Sent: Tuesday, January 05, 2016 11:36 AM

To: 'Kim Vulpe'

Cc: 'Thad Pryor'; 'Kim & Rudy Vulpe'; 'Henry Rischitelli'; marto@vail.net; 'Mitch Chambers'; 'Jacob Brege'; 'Mike Farr';

skibunny@earthlink.net; 'Beverly McBride'; isom@vaillaw.com; Matt Pielsticker; 'Rick Petrillo'

Subject: RE: Planning and Zoning Commission meeting

Hi Kim. I understand your and Rick's concerns. Les and I have been doing our research on the lot splitting. As you know we've been doing a bit of carefully planned building in Vail and Wildridge. From our research and what we've observed from the new build and resale markets, we believe the lot splitting actually serves Wildridge residences well by providing a better mix of different sized homes, and introducing more single family into the neighborhood. Wildridge has a lot of very large and older duplexes giving the appearance of a very dense neighborhood due to their sheer mass. The problem with the existing zoning is that it allows for too many duplexes which create a much bigger mass structure on a property. Avon is being progressive in trying to alleviate some of this on lot sizes that are larger by reviewing the lot splitting as a positive to the community, and at the same time help to alleviate the problem of fewer residential housing, which is a big problem in Vail.

The idea of lot split is to provide an efficiency to the land use and providing a more open feel. The town of Avon Planning has a stringent review process with criteria with the purpose of breaking up the bulk and mass of potential development. The Planning department reviews the application with the goal of addressing most of these goals.

- -The application results in less total site coverage
- -The application contains restrictions on building envelopes to reduce site disturbance.
- -The application contains limitations to livable area for each home.
- -The application has height limitations more than what is required by code.
- -The driveway disturbance is minimized by a shared driveway curb cut is utilized when feasible and when a shared curb cut would reduce site disturbance.
 - -The application has increased building setbacks
 - -The application has enhanced landscaping to provide more than landscape minimums.

Remarkably, what we've learned from building in Wildridge is that view corridors <u>are not</u> protected by the town code, **BUT** the planning department encourages the input of the neighbors and interaction with the planning process. As a recent example, we had two neighbors to our Wildridge lot development (where we split one large lot zoned for a **10,000 plus sq ft** duplex) complain based on view restriction. We were able to show the town and the neighbors that by carefully designing the two homes, and careful placement on the lot, the mass of the two structures was actually LESS than if we had designed and placed a duplex on the lot. It actually allowed for unrestricted views between the houses, which would not have happened if we planned for the allowed duplex. We also worked with the neighbours and shifted the homes to minimize view impact. The Town was very encouraging on this process, and our neighbours have given their approval.

On the projects that we have presented to the town, we have presented 3D images to demonstrate the positives of the creation of the broken up masses to the views and to the overall effect on the neighbors. This is an affirmation that the process of the Town of Avon's planning review is working to preserve the goals of the community. I understand the concern of those who are speaking out, that there will be two large homes where there was planned to have one large duplex. This is not allowable under the current review process. The Current Zoning does only **minimally limit the size of**

the duplex that can be built or where it can be built within the setbacks. The split is helping to control light and air, the massing and size of the development to occur while still meeting the real estate demands of the community.

The result in splitting duplex lots is not increasing the planned density in Wildridge or diminish home values. Most people if given the choice, for the same price, or even slightly more, would rather buy and live in a small detached home than a duplex; especially if the driveway is shared. This has been proven when looking at days on market home sales. As for housing values, we can argue this until the cows come home. For evidence, look at the resale value and length of time on the market of all the older duplexes in Wildridge. The duplex you and Rudy built with your friends is still for sale, and it is a beautiful duplex!

Newer and renewing neighborhoods housing values are higher, because people are more demanding now if interior and exterior looks and finishes. Wildridge is an aging neighborhood with many odd looking older homes and duplexes. New construction and renovations do not drive down land values. It's cheaper to build a duplex than two single families, but if they don't sell as fast, or are not valued as high by the buyer, that cost has to be factored in. And not many people can get financing to build their own home, or even a duplex to keep one half for themselves and sell the other side.

Some may argue that there are still buildable lots not developed. Believe me, we've looked to buy whatever is available to build on. Of those that people were willing to sell, the lots are so steep in grade that the cost of construction do not make them viable as a spec build in the current markets. It will be interesting to see if the Builder who is doing the duplex on the top of Wildridge on the north side is able to get his money out of it once it sells.

I think the town of Avon is very cognisant of the issues, and are trying to seek a balance. They will make sure they address issues through the land application and stringent design and approval processes they have in place. Compared to the processes and lack of design review boards on our projects here in Ontario, I think Avon and even Vail, have actually come up with an accessible process and common sense approach.

~Jackie Boris-Work

From: Kim Vulpe [mailto:vailbum@comcast.net]
Sent: Tuesday, January 05, 2016 1:09 AM

To: Jackie Work <jackie.work@mountainci.net>; Marcie Glowacki <marcieglowacki@yahoo.com>; Jill Palazzo

<jillgems@aol.com>

Subject: Fwd: Planning and Zoning Commission meeting

Matt Pielsticker

From: Amy Watson <asbwatson@yahoo.com>
Sent: Wednesday, February 17, 2016 10:06 AM

To: Matt Pielsticker

Subject: Fwd: Wildridge Restrictions

I would like to add my name to this letter.

Additionally, I would like to point out that the lot across the street from my house is one which is currently assigned as a duplex lot and would be divided into two single family sites. The integrity of the hillside across the street from my house is already compromised as is evidenced by the fact that both houses on either side of my have experienced concerning earth movement issues. Any additional challenges to that hillside will potentially impact my house, as cracks are beginning to appear in my basement.

This issue must be addressed.

Thank you, Amy Watson 4255 Wildridge Road West 281.731.5923 asbwatson@yahoo.com

Sent from my iPhone

Begin forwarded message:

From: Beverly J McBride < bevjmcbride@yahoo.com>

Date: February 16, 2016 at 4:06:25 PM MST **To:** Matt Pielsticker <<u>mpielsticker@avon.org</u>>

Cc: David Strandjord <<u>david@strandjord.com</u>>, Scott Rella <<u>scott@fearnoice.com</u>>, Mitch + Robin Chambers <<u>mrschambers81@gmail.com</u>>, Pooh <<u>poohcaso@gmail.com</u>>, Grant Rogers

<redball@comcast.net>, Brian Nolan

brian@rmcl-usa.com>, "asbwatson@yahoo.com"

<asbwatson@yahoo.com>

Subject: Re: Wildridge Restrictions

Thank you, Matt.

Sent from my iPhone

On Feb 16, 2016, at 3:58 PM, Matt Pielsticker <mpielsticker@avon.org> wrote:

Thank you Beverly – Copies are made for PZC tonight and Council will get copies as well when the Ordinance hits their desk.

<Matt

From: Beverly McBride [mailto:bevjmcbride@yahoo.com]

Sent: Tuesday, February 16, 2016 8:51 AM

To: Matt Pielsticker

Cc: David Strandjord; Scott Rella; Mitch + Robin Chambers; Pooh; Grant Rogers; Brian

Nolan; <u>asbwatson@yahoo.com</u> **Subject:** Wildridge Restrictions

Dear Mr. Pielsticker,

This is a follow-up to the revised, proposed Avon Ordinance 2015-11 which addresses zoning matters in the Wildridge Subdivision.

We wish to thank you and the Planning and Zoning Commission for the most recent revisions to the proposed ordinance; notably, no longer designating lot splits as "minor," and continuing to provide final approval of proposed lot splits by the Avon Council. The opportunity for the public to be heard at the Wildridge "Open House" on January 27, 2016, was also appreciated.

As you know, Wildridge is a beautiful area that is important to Avon. In that light and consistent with comments we have made and our long-time work in zoning, we sincerely think the following should be incorporated into the proposed ordinance before it goes to the Avon Council on March 8th:

1. Language to the effect that in order to obtain a lot split, the topography of the site must be such that building under the existing zoning would not be possible. Among other things, zoning is designed to be reliable; to protect the public health, safety and welfare; and to encourage and enhance investment in communities. Planning and investments that have taken place should never be lightly

overturned and only if there is a compelling reason for doing so. This provision would both honor the basis for zoning and provide opportunity where needed.

- 2. In order for an existing lot to be split, the existing lot must be at least one-half as wide at the front building line as the lot is deep. Otherwise, new lot(s) may be created that are so narrow that a wide single-family home or duplex consistent with the character of Wildridge cannot be built on the new lot(s).
- 3. The present provision that if an existing lot is split, the split is required to result "...in less total site coverage...to minimize site disturbance" almost requires either small single-family homes or tower-type (vertical) building. Neither small homes nor vertical building should be preferred or, effectively, required. Neither is consistent with the manner in which most single-family homes and duplexes have been developed in Wildridge. This existing provision needs to be examined, discussed and revised.
- 4. Importantly, language should be added to the effect that the proposed lot split and development must be compatible with the neighborhood in which it is located. This is a commonly used standard and provides for an appropriate amount of discretion in the exercise of the City's police and, thus, zoning power.

We have not belabored the reasons for the above but we would be happy to further explain at any time. We submit that these provisions are essential for good development and have been used successfully elsewhere.

Please provide copies of this email to the PZC members and your staff at your earliest convenience. Again, anyone is welcome to contact us at any time. Thank you for your cooperation.

Beverly and Gary McBride Post Office Box 6543 5156A Longsun Lane Avon, Colorado 86021 419-509-5032 or 419-509-5830

From: Beverly McBride

To: <u>Avon Council Web</u>; <u>Brian Garner</u>

Subject: Fw: Avon Council Considers Change of Process for Wildridge PUD Amendment

Date: Monday, November 16, 2015 6:32:58 AM

To the Members of the Avon Town Council:

Please accept the following comments re: Proposed Ordinance 2015-11 (hereinafter, the "Pro.Ord.") up for its first reading on November 17, 2015:

While we applaud the stated desire to define criteria for proposed amendments to the Wildridge PUD, the stated desires and the Pro.Ord. are not consistent. Some of the problems may be corrected by simple rewording; others are significantly inconsistent with the stated intent and not in the bests interests of development in Wildridge.

Problems that can be corrected by rewriting include:

- 1. One of the criteria listed for allowing a PUD change in Section 7.16.040(c)(4) is "changed conditions." However, the Pro.Ord. has a finding in the next to last "Whereas" clause stating that the amendment is in response to "changed conditions." This is also incorporated within the body of the Pro.Ord. (Section 1.) This adopting ordinance should not state that circumstances have changed. That issue needs to be looked at as a criteria; not as a given fact. For example, if the U.S. suddenly finds itself at war in Syria and again in Iraq, the Avon area could presumably be in or near a military area where duplex and multi-family housing would be significantly needed. No ordinance should decide a criteria in advance.
- 2. Language in new section 7.16.060(h)(i)(ii)(A) defines an application as "minor" if it does not increase the amount of nonresidential land use. By implication, the language appears to be saying that an application will be deemed "minor" if it does increase the amount of residential land use. It would be less ambiguous if "minor" were defined as not increasing commercial, service or professional uses in a residential area.

Significant Problems that Should NOT Be Adopted:

3. The Pro.Ord. treats lot splits as a "minor" amendment. (Section 3.(1)(iii)(C)) Even though it currently is a "minor" designation, it is inconceivable that a split of a lot could be treated as a "minor" event. A lot split affects owners beside, in front of, behind, at an angle, up and down the hills and those just driving past. The designation of "minor" wrongly tells residents it is not so much of a change that they need to look into it. People need to be appropriately told when a lot is to be split. The incorrect designation of "minor" has been adamantly objected to during previous lot split hearings. NOW is the time to provide that a lot split is not defined as "minor." The "Summary" provides that lot splits are of great concern and a reason for adding more criteria. To continue them as "minor" is altogether wrong. Wildridge is a platted subdivision with subdivision rules and regulations and is governed by existing zoning. It is inappropriate to create additional lots through "minor" splits. The

practice of granting lot splits, in general, should be prohibited let alone considered "minor." The true effect of the lot splits that have occurred and may be considered is the replatting of an existing platted subdivision and should receive careful scrutiny by Council as the "major" exercise it is.

4. Of equal concern is the proposal that the decision of the PZC will not automatically go to City Council for a final determination! This is absolutely unfair and an abdication of Council's duties. The PZC is not elected; the residents of Wildridge will be deprived of the right to exercise the balance of control built into our democratic system of government. Council has a role because they have a far more comprehensive view of the totality of the City, are responsible to the citizens and should be able to add wise heads to the decision. Absolutely do NOT cut out an automatic final decision by City Council!

While this Pro.Ord. may be well intentioned, it needs reworking. There is no emergency. Please send it back for additional work consistent with these comments.

Thank you, Gary and Beverly McBride P.O. Box 6543 5156A Longsun Lane Avon, Colorado 81620 419-509-5032 bevjmcbride@yahoo.com

---- Forwarded Message -----

From: Town of Avon Community Development < listserv@civicplus.com>

To: bevjmcbride@yahoo.com

Sent: Friday, November 13, 2015 4:26 PM

Subject: Avon Council Considers Change of Process for Wildridge PUD Amendment

Notify Me		
	?	

Avon Town Council to Consider Change of Process for Wildridge PUD Amendments

For Immediate Release | November 13, 2015 Contact: Brian Garner, Town Planner 970-748-4423 | bgarner@avon.org

Avon, CO— The Avon Town Council, at its November 17th meeting, will consider changes to the Avon Development Code pertaining to PUD amendments within the Wildridge Subdivision. Recent development within the Wildridge subdivision has prompted a number of discussions with Town Council and the Planning & Zoning Commission regarding the adequacy of current development regulations. Of particular concern are PUD amendment applications that result in lot splits and change the building type from a duplex (or more attached units) to single-family-detached units. Council and PZC indicated interest in adopting additional review criteria for review of lot split PUD Amendments to improve mitigation of potential impacts to affected properties and to codify best practices incorporated in past lot split PUD amendment approvals.

Among the changes, a new category of review criteria specific to minor PUD amendment applications that result in lot splits in Wildridge is prescribed to better address the specific needs of that environment. PUD amendment proposals will need to address specific site characteristics unique to the Wildridge neighborhood to demonstrate that a development proposal is not more impactful than development proposed under the existing site allowance. The language is intended to provide the Planning & Zoning Commission with ample discretion to review proposals on a site-by-site basis.

Most notable of the proposed code text revisions is a change in the review and final decision that is now proposed to be completed by the Planning & Zoning Commission, rather than Town Council, for applications to amend the Wildridge PUD. However, applications that propose significant deviation from the Wildridge PUD (i.e. zone change from residential to commercial) will continue to be a Town Council consideration and approval process. A proposed minor amendment to the Wildridge PUD will be considered by the PZC only if it meets the established criteria for decision by the PZC and has first been determined as such by the Director.

First reading of the ordinance and a public hearing on this date will be followed by a second reading and final action scheduled for the December 8th regular meeting. If you have questions or would like more information, please contact Brian Garner, Town Planner at (970)748-4023 or bgarner@avon.org.

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M E M O R A N D U M

TO: Honorable Mayor Fancher and Town Council members

FROM: Eric J. Heil, Town Attorney

RE: Ordinance No. 16-06 Approving a Purchase and Sale Agreement for the Mountain

Vista Office Building

DATE: April 7, 2016

SUMMARY: This memorandum provides an overview of Ordinance No. 16-06 Approving the Purchase and Sale Agreement for Lot 4, Mountain Vista Resort Subdivision, Town of Avon, Colorado ("**MVO Building**"). Attached is a *Council Report for Mountain Vista Resort Subdivision Office Building*, addressing financing and programming of the MVO Building for Town Hall administrative office use and Ordinance No. 16-06 Approving the Purchase and Sale Agreement. Council approved Ordinance No. 16-06 on First Reading on March 22, 2016. Ordinance No. 16-06 Approving the Purchase and Sales Agreement is presented to Council for second and final reading. Council must conduct a public hearing on second reading in accordance with the Avon Home Rule Charter.

PROPOSED MOTION: "I move to approve second and final reading of Ordinance Number 16-06 Approving the Purchase and Sale Agreement for Lot 4, Mountain Vista Resort Subdivision, Town of Avon, Colorado."

TERMS OF PURCHASE AND SALE AGREEMENT: A Purchase and Sale Agreement ("**Purchase Agreement**") has been negotiated with the Seller, Points of Colorado, Inc. The Purchase Agreement is subject to approval by Ordinance of the Avon Town Council. Both the Town, as Buyer, and the Seller may terminate the Purchase Agreement if the Avon Town Council does not approve the Purchase Agreement by ordinance. Specific terms of the Purchase Agreement are highlighted below.

Overall, the sale is characterized by a new subdivision plat to create and describe Lot 4 as its own independent parcel and by the exclusion of Lot 4 and MVO Building ("Property") from the Mountain Vista Resort common interest community. This is for the purpose of creating an autonomous property that is independent from the covenants and governance of the common interest community. The Property would remain subject to the Mountain Vista PUD (aka Tract C, Avon Center at Beaver Creek Development) zoning and development plan, which permits office use for this portion of the PUD development.

RECITAL: Property Description, Inclusions and Exclusions: The Property is the MVO Building along with the underlying land and a small strip of land surrounding the building. A subdivision replat has been prepared to create the 10,840 sq.ft. parcel of land as shown in the Purchase Agreement. The subdivision replat qualifies as a minor subdivision and therefore will be presented to Council for approval at second reading of Ordinance No. 16-06. The bronze statute of the skier in front of the building is included in the sale. Parking within the Mountain Vista Resort common interest community is excluded from the sale.

- **¶1.2 Purchase Price.** The agreed Purchase Price is \$1.5 Million. A deposit of \$75,000 has been tendered to the Avon office of Title Company of the Rockies. The deposit of \$75,000 may be returned to the Town under the following circumstances:
 - The Avon Town Council does not take final action on an ordinance approving the Purchase Agreement and tenders notice of the Town's election to terminate the Purchase Agreement prior to Closing.

Heil Law & Planning, LLC 3445 S. Clermont St. Denver, CO 80222 Office: 303.975.6120 Fax: 720.836.3337 E-Mail: eric@heillaw.com Avon Town Council MVO Building Purchase Agreement April 7, 2016 Page 2 of 2

- 2. One of the Conditions Precedent for the benefit of the Town as Buyer or for the benefit of Seller is not satisfied by the Closing date and the Town and Seller do not extend the Purchase Agreement beyond the Closing date to permit the satisfaction of such condition.
- **¶2.1 Inspections by Buyer:** The Town has conducted building inspections prior to signing the Purchase Agreement. Buyer's physical inspection is not a condition of Closing.
- **¶2.4(a) Permitted Exceptions:** The Title Insurance commitment has been reviewed and specific title exceptions have been identified as items to be addressed and deleted from the title commitment or to be included as permitted exceptions. So long as the title matters identified for deletion as a condition precedent to Closing are removed as exclusions to the Buyer's Title Insurance, the Closing is not subject to further title review.
- **¶2.4(c)** Right of First Refusal: The Seller has a Right of First Refusal for a period of 3 years after the Closing.
- **¶2.4(d)** Lot 4 Easement: The Property will be subject to an easement over, across and beneath Lot 4 for continued pedestrian access, emergency access, fire lane, utilities, shared open space and other matters for the purpose of preventing any negative impact to the development rights on the remainder of the PUD Plan (Lots 1-3 and the re-platted Lot 2C and Lot 5).
- **¶3.1 Closing Date**. The Closing Date is scheduled to occur on June 16, 2016. Once the Conditions Precedent are satisfied, Closing can occur on an earlier date as mutually determined by the parties. This could potentially occur as early as 30 days after final adoption of the ordinance approving the Purchase Agreement and related ordinance approving the certificates of participation.
- **¶3.3 Conditions Precedent to Closing**. This paragraph sets forth certain matters which must be satisfied as a condition precedent to Closing. **¶3.3(c)** is a condition precedent that the Avon Town Council must approve the Purchase Agreement by ordinance.

There are a number of items which must be addressed between approval of the Purchase Agreement and the Closing, including certain actions required to address title exceptions and other conditions precedent to Closing.

Thank you, Eric

ATTACHMENT A: Ordinance No. 16-06 and the Purchase and Sale Agreement

ATTACHMENT B: Council Report For Mountain Vista Resort Subdivision Office Building



APPROVING THE PURCHASE AND SALE AGREEMENT FOR LOT 4, MOUNTAIN VISTA RESORT SUBDIVISION, TOWN OF AVON, COLORADO

WHEREAS, the Town of Avon and Points of Colorado, Inc., have mutually signed a Purchase and Sale Agreement, with an effective date of March 3, 2016, ("Purchase and Sale Agreement") for the acquisition and sale of property in Avon, Colorado, described as Lot 4, Mountain Vista Resort Subdivision, Town of Avon, Colorado, according to the Replat of Lots 2C, 4 and 5, Mountain Vista Resort Subdivision, Town of Avon, Colorado ("Property");

WHEREAS, Section 2.1 of the Avon Home Rule Charter provides that the Town Council may acquire real property interests and Colorado Revised Statutes section 31-15-101(1)(d) provides that municipalities may acquire and hold real property;

WHEREAS, Paragraph 3.3(c) of the Purchase and Sale Agreement provides that a condition precedent to the closing is that the adoption of an ordinance by the Avon Town Council to approve the Purchase and Sale Agreement;

WHEREAS, the Town Council finds that acquisition of this Property supports the Avon West Town Center District Plan, including K. TOWN HALL, which states, "The existing Town Hall is too small for the current Town needs, is outdated and lacks a high level of energy efficiency." and which depicts the location of a new Town Hall facility on the "Main Street" (the Avon pedestrian mall);

WHEREAS, the Town Council finds that acquisition of the Property shall promote the health, safety, prosperity, convenience and general welfare of the Avon community by providing administrative facilities to meet current and projected future needs of the Town; and,

WHEREAS, approval of this Ordinance on first reading is intended <u>only</u> to confirm that the Town Council desires to comply with the requirements of the Avon Home Rule Charter by setting a public hearing in order to provide the public an opportunity to provide public comment on this Ordinance and that approval of this Ordinance on first reading does not constitute a representation that the Town Council, or any member of the Town Council, supports, approves, rejects, or denies this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF AVON, COLORADO, the following:

<u>Section 1.</u> <u>Recitals Incorporated.</u> The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.

- **Section 2. Purchase and Sale Approved.** The Purchase and Sale Agreement attached as **Exhibit A: Purchase and Sale Agreement** is hereby approved and, subject to the terms and conditions precedent set forth in the Purchase and Sale Agreement, the Town Council approves the acquisition of the Property.
- Section 3. Mayor and Town Clerk Authorized to Execute Documents. The Mayor and Town Clerk are authorized to execute and attest to documents related to acquisition and encumbrance of the Property in accordance with the terms set forth in the Purchase and Sale Agreement approved in this Ordinance and take such other actions as may be reasonably necessary to implement the actions in this Ordinance. The Mayor, Town Manager and Town Attorney may collectively review and approve the documents contemplated in the Purchase and Sale Agreement, extend deadlines contemplated in the Purchase and Sale Agreement, and correct typos, grammatical errors, cross-reference errors, and revisions which do not alter the substantive terms of the Purchase and Sale Agreement approved in this Ordinance.
- Section 4. Severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Council hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term "provision" means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term "application" means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.
- <u>Section 5.</u> <u>Effective Date.</u> This Ordinance shall take effect thirty days after the date of final passage in accordance with Section 6.4 of the Avon Home Rule Charter.
- Section 6. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Avon, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.
- <u>Section 7.</u> <u>Publication by Posting.</u> The Town Clerk is ordered to publish this Ordinance in accordance with Chapter 1.16 of the Avon Municipal Code.

[Signature page follows]

INTRODUCED AND ADOPTED ON FIRST READING AND REFERRED TO PUBLIC HEARING on March 22, 2016 and setting such public hearing for April 12, 2016 at the Council Chambers of the Avon Municipal Building, located at One Lake Street, Avon, Colorado.			
BY:	ATTEST:		
Jennie Fancher, Mayor	Debbie Hoppe, Town Clerk		
ADOPTED ON SECOND AND FIN	NAL READING on April 12, 2016.		
BY:	ATTEST:		
Jennie Fancher, Mayor APPROVED AS TO FORM:	Debbie Hoppe, Town Clerk		
Eric J. Heil, Town Attorney			

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is executed by POINTS OF COLORADO, INC., a Colorado corporation ("Seller"), and THE TOWN OF AVON, a Colorado home rule municipality organized as a home rule city ("Buyer"), and shall be effective as of March 3, 2016 (the "Effective Date").

RECITAL:

WHEREAS, Seller desires to sell and Buyer desires to purchase that certain real property located in Eagle County, State of Colorado, and described on Exhibit A attached hereto and incorporated herein by reference (the "Land"), which is a portion of the project commonly known as the Skier Building and as the Phase 1B Office Building in the Mountain Vista Resort Subdivision, together with all improvements located thereon and all appurtenances thereto, including but not limited to the Skier Bronze Statue, but excluding any rights to parking or other appurtenant rights within the Mountain Vista Resort common interest community (collectively, the "Property"), upon and subject to the terms and conditions of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the terms and conditions contained herein, Buyer and Seller agree as follows:

ARTICLE 1 PURCHASE PRICE AND METHOD OF PAYMENT

- 1.1 AGREEMENT TO BUY AND SELL. Seller agrees to convey, assign and sell to Buyer, and Buyer agrees to purchase, all of Seller's right, title and interest in and to the Property, under the terms and conditions contained in this Agreement.
- 1.2 <u>PURCHASE PRICE</u>. The purchase price for the Property shall be ONE MILLION FIVE HUNDRED THOUSAND U.S. Dollars (\$1,500,000.00) (the "**Purchase Price**"). The Purchase Price is payable as follows:
 - Earnest Money. Within three (3) Business Days (as hereinafter defined) after the Effective Date, Buyer shall deposit Seventy-Five Thousand U.S. Dollars (\$75,000) (the "Deposit") in the form of a company check, electronic funds transfer or other immediately available funds, which shall be paid to the Title Company (as defined in Section 3.2) and credited toward the Purchase Price at Closing (as hereinafter defined).
 - (b) Payment of Remaining Purchase Price. The remainder of the Purchase Price shall be paid to Seller at the Closing in cash, electronic funds transfer or other funds that are available for immediate withdrawal as a matter of right.

ARTICLE 2 INSPECTION

2.1 INSPECTIONS BY BUYER.

- Seller Deliveries. Seller has previously made available to Buyer (by e-mail delivery or for inspection and copying at Seller's offices during business hours), non-confidential and non-privileged documents in Seller's possession related specifically to the title or condition of the Property as reasonably requested by Buyer, including: surveys, site plans, plats, maps; real property tax reports and bills; soils report(s); utility permits; service contracts and maintenance reports; title reports, policies or commitments (collectively, the "Seller Deliveries"). Seller has not undertaken any independent investigation as to the truth, accuracy or completeness of any third party reports, documents or information contained in the Seller Deliveries. These materials are provided for Buyer's convenience only, and, although Seller represents that it has no current, actual knowledge of material inaccuracy in such materials, Seller makes no other warranty or representation regarding their thoroughness or accuracy.
- (b) Confidentiality of Agreement and Seller Deliveries. Buyer shall keep all Seller Deliveries confidential to the fullest extent permitted in compliance with Colorado laws regarding disclosure of public records. Buyer shall not share such documents with, or provide copies to, any third party (i) other than Buyer's employees and any appraiser, inspector, attorney and other professionals employed to evaluate the physical, financial or legal aspects of the contemplated transaction who agree to be bound by the terms of this Section, or (ii) to the extent Buyer determines, after prior notice affording Seller a reasonable opportunity to protect its interest in maintaining confidential and proprietary information, that disclosure of such documents as public records is required by applicable laws. Seller acknowledges and consents to the public disclosure of this Agreement, the appraisals and building inspections of the Property prepared by Buyer's consultants.
- **2.2** <u>PHYSICAL CONDITION.</u> Buyer has conducted and completed its physical inspection of the Property.

2.3 [omitted]

- 2.4 <u>CONVEYANCE OF TITLE AT CLOSING.</u> Subject to tender of payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller must execute and deliver Seller's Deed (defined below) to Buyer, at Closing, conveying the Property free and clear of all (i) taxes except the real property taxes and assessments for the year of Closing and subsequent years (which shall replace "standard" exception, item 6, of the Title Policy); (ii) any mortgages, deeds of trust, monetary liens, or other security interests incurred by Seller; (iii) "standard" exceptions, items 1, 2, 4, 5 and 6 of the Title Policy; and (iv) Permitted Exceptions.
 - (a) The term "Permitted Exceptions" means: (i) any matters shown on Exhibit B attached hereto; (ii) any lien, encumbrance, restriction, reservation, or other title

condition arising by or through Buyer; (iii) the rights of third parties in existence as of the Closing Date of which Buyer has actual knowledge and which the Buyer has expressly consented in writing; (iv) the inclusion of the Property in any special taxing district; (v) the covenant of a Right of First Refusal (defined below) found in this Agreement; (vi) the Lot 4 Easement (defined below); and (vii) any additional encumbrances or other title matters intended to be created under this Agreement in forms consented to by both Seller and Buyer.

- (b) Buyer has obtained and delivered to the Title Company (defined below), a survey of the Property, dated October 7, 2014 (as may be updated prior to Closing), prepared by Marcin Engineering LLC and certified to Seller, Buyer and the Title Company, in sufficient form to: (i) permit the Title Company to remove the standard survey exception (no. 3), and (ii) satisfy the Town of Avon requirements for the Replat of Lots 2C, 4 and 5, Mountain Vista Resort Subdivision (the "Survey").
- (c) The "Right of First Refusal" means Buyer's covenant and grant to Seller of a right of first refusal to purchase the Property during the three (3) years following Closing (the "Refusal Period") subject to the following terms and conditions. Before any sale, conveyance, exchange, or other transfer of all or substantially all of the Property ("Transfer") during the Refusal Period, Buyer will give written notice to Seller promptly after Buyer receives a bona fide written offer from a third party to a Transfer for 110% of the Purchase Price or greater and that Buyer is willing to accept (an "Offer"). Buyer's written notice of the Offer to Seller will include all material terms of the Offer, including the purchase price, conditions to closing, and expected date of closing. Seller will have the option to purchase the Property on the same terms and conditions of the Offer, except that the purchase price will be the Purchase Price set forth in this Agreement, so long as Seller exercises such option by written notice to Buyer given no later than ten (10) Business Days after Buyer's notice of the Offer to Seller. If Seller does not timely exercise its option in writing, then Seller will be deemed to have waived its Right of First Refusal; provided, however, if thereafter the closing of the Offer does not occur on substantially the same terms as the Offer then the Right of First Refusal will be deemed to remain in full force and effect for the remainder of the Refusal Period (or the earlier written notice of another Offer from Buyer). Seller's Right of First Refusal shall not apply to and none of the following will be considered a Transfer under this Section: (i) any ground lease and lease-back granted by or to Buyer in connection with the certificate of participation financing used to obtain necessary funds for interior finishing and other improvements related to the Property, and (ii) any leasehold interest and rights of any lender or trustee established in such certificate of participation financing. Seller will promptly execute, at Buyer's expense, such additional documents as reasonably required to acknowledge such subordination.
- (d) The "Lot 4 Easement" means that easement along, over, beneath and across Lot 4, substantially in the form attached on Exhibit E, granting pedestrian and emergency access, fire lane, utility and storm drainage easements, subterranean support and subsistence, shared open space, and such other matters as required to effectuate the withdrawal of Lot 4 from the common interest community of Mountain Vista Resort,

the Replat of Lots 2C, 4 and 5, Mountain Vista Resort Subdivision, and to maintain Seller's current and future development rights under the PUD Development Plan.

- (e) [omitted].
- SPECIAL TAXING DISTRICT DISCLOSURE. BUYER ACKNOWLEDGES THAT THE PROJECT IS PRESENTLY LOCATED IN THE MOUNTAIN VISTA METROPOLITAN BUYER UNDERSTANDS THAT THE PROJECT MAY BE INCLUDED WITHIN OTHER SPECIAL TAXING DISTRICTS. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF DEBT INCURRED BY A DISTRICT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE ITS INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENT OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS. AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES. Buyer hereby acknowledges that under the laws of the state of Colorado any special district may impose property taxes without limit in the future to retire its general obligation debts, notwithstanding its current level of taxation.
- 2.6 <u>COMMON INTEREST COMMUNITY EXCLUSION</u>. Seller and Buyer acknowledge that the Property is currently included in the Mountain Vista Resort Subdivision and that Seller will amend the Master Declaration for the Mountain Vista Resort common interest community to exclude the Property from the community on or prior to Closing pursuant to Section 3.3 below.
- 2.7 <u>SELLER'S REPRESENTATIONS AND WARRANTIES.</u> As an inducement to Buyer to enter into this Agreement, and as a part of the consideration therefor, Seller represents to Buyer, its successors and assigns, that:
 - (a) Seller is a Colorado corporation formed and in good standing under the laws of the State of Colorado; the execution, delivery and performance of this Agreement by Seller have been duly and validly authorized by all necessary company action and proceedings, and no further authorization is necessary on the part of Seller in order to consummate the transactions contemplated herein;
 - (b) The execution and delivery of this Agreement by Seller, the performance of any of Seller's obligations hereunder, and the consummation of the transaction contemplated hereby, shall not conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Seller was organized, any agreement to which Seller is a party or is bound (or to which the Property is bound), or, to the best of Seller's current, actual knowledge, any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Seller;

- (c) There are no actions, suits, proceedings, judgments, orders, decrees or governmental investigations pending to which Seller is a party that could have a material adverse effect upon Seller's ability to consummate the transaction contemplated by this Agreement;
- (d) Seller has received no written notice that the Property or any condition upon the Property is in violation of any laws, ordinances, rules, regulations or orders (including but not limited to those relating to zoning, building, fire, health and safety and persons with disabilities) applicable to the Property or the operation thereof, or that the Property or any condition upon the Property is not in compliance with the underwriting standards or requirements of any insurance company or Board of Fire Underwriters;
- (e) Seller is not a "foreign person" but is a "United States person" as such terms are defined in Sections 1445 and 7701 of the United States Internal Revenue Code; and
- (f) Seller has not entered into and will not enter into any agreement that provides a right to buy the Property in conflict with Buyer's rights under this Agreement.

Unless Seller gives notice to Buyer of any change in the condition of the Property subsequent to the Effective Date or of any other changed condition that would make any of the representations in this Section inaccurate, incomplete or misleading, the foregoing representations and warranties shall be deemed to be reaffirmed at Closing and to be accurate as of the Closing Date. In the event Seller does give Buyer notice that any of the foregoing representations and warranties are no longer accurate and such change materially and adversely affects Buyer's intended use of the Property (as described in the Ordinance), then Buyer shall have the right to terminate this Agreement by giving Seller written notice of such termination within fifteen (15) Business Days after Buyer received notice of such inaccuracy in Seller's representations and warranties. If Buyer elects to terminate this Agreement then the Deposit shall be returned to Buyer within three (3) Business Days of providing written notice of termination. In addition, if Seller breaches the representation in Section 2.7(f), then, if Buyer elects to terminate this Agreement: (i) the Deposit will be returned to Buyer within three (3) Business Days of providing the notice of termination, and (ii) Buyer shall be entitled to recover all direct costs incurred by Buyer related to this Agreement and conducting due diligence on the Property in an amount not to exceed \$75,000.00. The foregoing representations and warranties shall survive the Closing for a period of ninety (90) days, following the expiration of which no action shall be commenced due to any alleged violation thereof.

- 2.8 <u>BUYER'S REPRESENTATIONS AND WARRANTIES.</u> As an inducement to Seller to enter into this Agreement, and as a part of the consideration therefor, Buyer represents and warrants to Seller, its successors and assigns, that:
 - (a) Buyer is a municipal corporation duly organized and existing under the laws of the State of Colorado and the Home Rule Charter of Avon, Colorado;
 - (b) The execution, delivery and performance of this Agreement by Buyer is subject to adoption of an ordinance, without further condition, by the Avon Town Council

approving this Agreement in accordance with the Town's procedures for the passage of an ordinance (the "Ordinance"). The Ordinance will not be further subject to any rights of referendum;

- (c) The execution and delivery of this Agreement by Buyer, the performance of any of Buyer's obligations hereunder, and the consummation of the transaction contemplated hereby, shall not conflict with, result in a breach of, or constitute a default under, the terms and conditions of any agreement to which Buyer is a party or is bound;
- (d) There are no actions, suits, proceedings, judgments, orders, decrees or governmental investigations pending to which Buyer is a party that could have a material adverse effect upon Buyer's ability to consummate the transaction contemplated by this Agreement;
- (e) No person holding office of Avon, either by election or appointment, has any interest, either directly or indirectly, in the Property, or has any interest in this Agreement except as such interest may arise in the lawful discharge of the responsibilities of such officer, and upon which officer may be called upon to act or vote;
- Prior to Closing, Buyer shall neither encumber nor cause any liens to be created against the Property in any way, nor shall Buyer, at any time, record this Agreement or other evidence hereof;
- (g) Buyer has all necessary funds to purchase the Property; and
- (h) Buyer acknowledges that the Property does not include parking or any current or future rights to parking within the Mountain Vista Resort Subdivision and Buyer will secure all necessary parking for the Property off-site.

Unless Buyer gives notice to Seller of any changed conditions that would make any of the representations in this Section inaccurate, incomplete or misleading, the foregoing representations and warranties shall be deemed to be reaffirmed at Closing and to be accurate as of the Closing Date. In the event Buyer does give Seller notice that any of the foregoing representations and warranties are no longer accurate, then Seller shall have the right to terminate this Agreement by giving Buyer written notice of such termination within fifteen (15) Business Days after Seller received notice of such inaccuracy in Buyer's representations and warranties and Seller shall be entitled to retain the Deposit. The foregoing representations and warranties shall survive the Closing for a period of ninety (90) days, following the expiration of which no action shall be commenced due to any alleged violation thereof.

2.9 <u>CONDITION OF THE PROPERTY.</u> Buyer acknowledges and agrees that Seller has provided Buyer sufficient opportunity to make such independent factual, physical and legal examinations and inquiries as Buyer deems necessary and desirable with respect to the Property and the transaction contemplated by this Agreement and that Buyer has approved the Property in all respects. The following provisions shall thereupon be applicable and shall survive the Closing or termination of this Agreement:

- (a) Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that, except as otherwise expressly provided in this Agreement or in the deed or other closing documents to be delivered to Buyer at Closing: (i) Buyer is expressly purchasing the Property in its existing condition with respect to all facts, circumstances, conditions and defects; (ii) Seller has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Buyer for same; (iii) Seller has specifically bargained for the assumption by Buyer of all responsibility to inspect and investigate the Property and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof; (iv) Buyer has undertaken all such inspections and investigations of the Property as Buyer deems necessary or appropriate under the circumstances as to the condition of the Property and the suitability of the Property for Buyer's intended use, and based upon same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (v) Seller is not making and has not made any warranty or representation with respect to any materials or other data provided by Seller to Buyer (whether prepared by or for the Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or any other aspect of all or any part of the Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose; and (vi) by reason of all the foregoing, Buyer assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property. Without limiting the generality of any of the foregoing, and except as otherwise set forth herein or in the closing documents, Buyer specifically acknowledges that Seller does not represent or in any way warrant the accuracy of any marketing information or documents describing the Property or the information, if any, provided by Seller or any broker to Buyer; and
- (b) **EXCEPT** AS **EXPRESSLY PROVIDED OTHERWISE** IN THIS AGREEMENT OR IN THE CONVEYANCE DOCUMENTS TO BE DELIVERED AT CLOSING, SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WARRANTIES OF HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES WITH RESPECT TO THE PROPERTY, TAX LIABILITIES, ZONING, LAND VALUE, AVAILABILITY OF ACCESS OR UTILITIES, INGRESS OR EGRESS, AVAILABILITY OF PARKING, GOVERNMENTAL APPROVALS, HISTORIC STATUS, THE PRESENCE OF **HAZARDOUS MATERIALS** OR **COMPLIANCE** ENVIRONMENTAL LAW OR THE SOIL CONDITIONS OF THE LAND. BUYER FURTHER ACKNOWLEDGES THAT BUYER IS BUYING THE PROPERTY AND IN ITS PRESENT CONDITION AND THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY CONVEYANCE DOCUMENT DELIVERED AT CLOSING, BUYER IS NOT RELYING UPON ANY REPRESENTATION OF ANY KIND OR NATURE

- MADE BY SELLER, OR ANY OF ITS EMPLOYEES OR AGENTS WITH RESPECT TO THE LAND OR PROPERTY, AND THAT, IN FACT, NO SUCH REPRESENTATIONS WERE MADE EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE CONVEYANCE DOCUMENTS TO BE DELIVERED AT CLOSING; and
- (c) BUYER ACKNOWLEDGES AND AGREES THAT (I) THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (II) SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY.

ARTICLE 3 CLOSING; CONDITIONS PRECEDENT

- 3.1 <u>CLOSING DATE</u>. Buyer's payment of the Purchase Price and the delivery of a deed by Seller ("Closing") shall occur the earlier of: (a) fifteen days after the satisfaction (or waiver by the party benefiting from such condition) of all conditions set forth in Section 3.3; (b) June 16, 2016; and (c) such date as mutually agreed upon by the parties (the "Closing Date").
- 3.2 <u>TIME AND PLACE OF CLOSING.</u> The Closing shall be held at such time and place upon which the parties mutually agree or, in the absence of agreement, shall be held at 10:00 A.M. local time at the offices of the Title Company of the Rockies, Avon ("Title Company").
- 3.3 CONDITIONS PRECEDENT TO CLOSING. In addition to the other conditions set forth in this Agreement, the conditions set forth in this Section 3.3 shall be conditions precedent to the parties' obligation to close hereunder unless waived by the party benefiting from such contingency. Seller will be responsible for all costs and expenses necessary to satisfy and perform the condition in Section 3.3(g) and Section 3.3(h) below. Buyer will be responsible for all costs and expenses necessary to satisfy and perform the conditions in Section 3.3(c) and Section 3.3(e) below. In the event that any condition precedent is not satisfied or performed by the Closing and not waived by the party benefitting from such contingency, then the party benefitting from the contingency may elect to terminate the Agreement, all documents received shall be returned to the party depositing such documents into escrow, and the Deposit will be released to the party benefitting from such contingency.
 - (a) As to each party, all obligations to be performed by the other party hereunder prior to the Closing have been fully performed, and there shall be no uncured event of default or event on the part of such other party that would constitute a default of such party.
 - (b) As to each party, all of the representations and warranties of the other party set forth in this Agreement shall be true and accurate.
 - (c) Adoption of the Ordinance by the Avon Town Council, for the benefit of the Buyer.

- (d) The expiration of 30 days after the second reading finally adopting the Ordinance, for the benefit of the Buyer.
- (e) Approval by the Town of a subdivision replat of Lots 2C, 4 and 5 in the configuration depicted by the red dotted line ("Proposed Property Line (08.06.14)") and including all areas of Lots 2C, 4 and 5 lying to the south and west of such line, as shown on attached Exhibit D: Depiction of Replat of Lots 2C, 4 and 5 (Obermeier Sheykhet Architecture, Sheet SKA-121) for the benefit of Seller.
- (f) [omitted].
- (g) Withdrawal of the Property from the common interest community of Mountain Vista Resort for the benefit of Buyer.
- (h) Consummation of that certain Agreement and Plan of Merger by and among Interval Leisure Group, Inc., Iris Merger Sub, Inc., Starwood Hotels & Resorts Worldwide, Inc. and Vistana Signature Experiences, Inc. (f/k/a Starwood Vacation Ownership, Inc.), for benefit of Seller, provided that the Deposit shall be released to Buyer if Seller elects to terminate the Agreement due to a failure to satisfy this condition precedent.
- 3.4 <u>DELIVERY OF CLOSING DOCUMENTS BY SELLER.</u> At the Closing, Seller shall execute and deliver the following documents to the Title Company:
 - (a) A special warranty deed in substantially the form attached hereto on Exhibit C ("Seller's Deed");
 - (b) Seller's settlement statements;
 - (c) A certificate that Seller is not a nonresident alien, as defined in the Internal Revenue Code and Treasury Regulations promulgated thereunder, in accordance with Section 1445 of the Treasury Regulations, or such other certificate or document necessary to comply with Section 1445 of the Internal Revenue Code and such documents as are required to comply with Colorado law with respect to withholding from a nonresident seller;
 - (d) Standard affidavit and indemnity agreement required by the Title Company to provide the owner's title policy with extended coverage in form and content reasonably acceptable to Seller's counsel;
 - (e) Closing instructions, real property tax pro-ration agreement and such additional instruments and documents as may be reasonably required by Buyer or the Title Company in connection with the consummation of the transaction contemplated hereby.
- 3.5 <u>DELIVERY OF CLOSING FUNDS AND DOCUMENTS BY BUYER.</u> At the Closing, Buyer shall pay the Purchase Price and shall execute and deliver the following documents to the Title Company:

- (a) Buyer's settlement statements;
- (b) Standard affidavit and indemnity agreement required by the Title Company to provide the owner's title policy with extended coverage; and
- (c) Closing instructions, real property tax proration agreement and all other instruments and documents as may be reasonably required by the Title Company or Seller in connection with the consummation of the transaction contemplated hereby.
- 3.6 <u>SELLER'S CLOSING COSTS.</u> Seller shall pay the following at the Closing:
 - (a) The portion of the premium attributable to standard coverage for the owner's title policy issued by the Title Company;
 - (b) One-half of the closing fees, if any, charged by the Title Company for handling the Closing;
 - (c) If it is necessary to deliver any Closing documents to or on behalf of Seller by courier or overnight delivery, all costs incurred by the Title Company in delivering said items, including, without limitation, the costs of any courier service or postage; and
 - (d) Seller's pro-rata share of real property taxes and other expenses under Section 3.8.
- 3.7 <u>BUYER'S CLOSING COSTS.</u> Buyer shall pay the following closing expenses at the Closing:
 - (a) All recording and documentary fees applicable to the Closing and transfer of title;
 - (b) The portion of the premium attributable to extended coverage and the premiums for endorsements to the title insurance policy desired by Buyer or its bond holders, if any;
 - (c) One-half of the closing fees, if any, charged by the Title Company for handling the Closing;
 - (d) If it is necessary to deliver any Closing documents to or on behalf of Buyer by courier or overnight delivery, all costs incurred by the Title Company in delivering said items, including, without limitation, the costs of any courier service or postage;
 - (e) Sales tax upon any personal property transferred to Buyer and any transfer tax, fee or assessment coming due as a result of the transfer of title to the Property; and
 - (f) Such other charges as are customarily paid by the buyer in a commercial real estate transaction in Eagle County, Colorado.

3.8 PRO-RATIONS AND ADJUSTMENTS.

(a) Real Property Taxes. All real property taxes and assessments (including any taxes and assessments levied by special taxing districts) levied against the Property shall be

- pro-rated as of the date of Closing based on the current assessed valuation and Mill levy, and shall be a final settlement.
- (b) <u>Utilities Charges.</u> All utilities service charges for the Property shall be pro-rated as of the date of Closing based on the most recent bill for service, and shall be a final settlement (other than gas service). After the date of Closing, Buyer shall continue to pay within ten days of written request all gas service charges for the Property, using the same pro-ration method as adopted at Closing, until Buyer secures replacement gas service from Public Service Company of Colorado (as described further in Section 3.14 below).
- (c) <u>Common Interest Community Assessments</u>. All assessments under the Mountain Vista Resort common interest community, and any other common interest community affecting the Property, shall be pro-rated as of the date of Closing based on the most recent available bill for such assessments, and shall be final settlement.
- 3.9 <u>CONDUCT OF CLOSING.</u> At the Closing, the Title Company, upon confirming that all funds, documents and other items required by Sections 3.5 through 3.8 of this Agreement have been deposited into escrow and upon delivering to Buyer its unconditional written undertaking (subject to recording the special warranty deed) to issue an ALTA owner's title insurance policy to Buyer in the amount of the Purchase Price subject only to the Permitted Exceptions ("Title Policy"), shall: (i) disburse the remaining Purchase Price in accordance with the settlement sheets approved and executed by the parties; (ii) record the Seller's Deed in the office of the Clerk and Recorder for Eagle County, Colorado; (iii) file the appropriate reporting documents in accordance with Section 3.10 of this Agreement; and (vi) deliver copies of the executed Closing documents to each of the parties.
- 3.10 <u>REPORTING OF TRANSACTION</u>. The Title Company shall prepare and file, promptly after the Closing contemplated by this Agreement, the required forms with the Internal Revenue Service pursuant to Section 6045(e)(2) of the Internal Revenue Code, as amended.
- **3.11** <u>DELIVERY OF POSSESSION.</u> Seller shall deliver possession of the Property to Buyer at Closing.
- 3.12 <u>DELIVERY OF TITLE POLICY.</u> As soon as reasonably practicable after Closing, Seller shall cause the Title Company to deliver the Title Insurance to Buyer in accordance with Section 3.9.
- 3.13 <u>POST-CLOSING ASSURANCES</u>. From and after Closing, for a period of twelve (12) months, Seller not object to Buyer's petition to exclude Lot 4 from the Mountain Vista Metropolitan District, provided Seller will not be required to incur any expense or liability or breach any pre-existing obligation or duty.
- 3.14 <u>REPLACEMENT GAS LINE AND METER</u>. No later than Closing, Buyer will approve, execute, and deliver a new gas service work order with Public Service Company of Colorado (dba Xcel Energy) (together with the deposit of any construction allowance) and will cause Public Service Company to install a separate gas line to and separate metering for the Property no later than eight (8) months after Closing, at Buyer's expense.

3.15 <u>PUBLIC ANNOUNCEMENTS</u>. From and after the Effective Date, no party shall make a public announcement regarding the transactions described in this Agreement without the prior written approval of the other party, unless a party is required to make a public announcement under applicable law in which case the party will use reasonable efforts to provide advance notice of such announcement to the other party but no approval will be required of the other party. When applicable, Seller and Buyer will approve the timing, form and substance of any public announcement, which approval shall not be unreasonably withheld.

ARTICLE 4 RISK OF LOSS

CASUALTY LOSS. Seller shall bear all risk of destruction of or damage to the Property 4.1 by flood, fire or other casualty until the Closing Date; provided, however, that in the event that the Property is damaged prior to the Closing Date so as to require repair costs in excess of Five Hundred Thousand and No/100 Dollars (\$500,000.00), as reasonably estimated by Seller, Buyer may elect to terminate this Agreement by written notice to Seller within ten (10) days after the date of such damage (or the Closing Date, whichever period is shorter), in which event this Agreement shall terminate pursuant to the provisions of Section 5.4. If the damage does not exceed such amount, or if Buyer elects not to terminate this Agreement in accordance with the terms of this Section, the parties shall proceed to Closing notwithstanding such damage and Buyer shall be entitled to a credit, at Closing, equal to the amount of insurance proceeds received by Seller by reason of damage (net of attorneys' fees, court costs and other expenses incurred by Seller in obtaining such insurance proceeds), not to exceed the Purchase Price. To the extent that the amount of such proceeds has not been finally determined and received by Seller as of the Closing, the Purchase Price shall not be adjusted and Seller shall pay to Buyer the net amount of any such insurance proceeds received by Seller following the date of Closing (which obligation shall survive Closing). After the Closing, Buyer shall bear the risk of destruction of or damage to the Property.

ARTICLE 5 DEFAULT AND REMEDIES

5.1 SELLER'S DEFAULT.

(a) Failure to Perform Under Agreement. Except as otherwise provided herein, if, due to circumstances other than Buyer's failure to perform any term or condition of this Agreement binding on it, Seller fails to timely perform any of its obligations under this Agreement or breaches any of the covenants described in Section 3.3 of this Agreement, Buyer shall deliver to Seller a written notice detailing such failure of performance. With respect to monetary defaults, Seller shall have five (5) days from receipt of such notice (or until the Closing Date, whichever first occurs) within which to remedy the failure of performance. With respect to non-monetary defaults, Seller shall have ten (10) days from receipt of such notice (or until the Closing Date, whichever first occurs) within which to remedy the failure of performance. Notwithstanding the foregoing, no curative or grace period shall be applicable to Seller's failure to perform its obligations at Closing.

(b) <u>Buyer's Remedies.</u> If, at the expiration of the applicable curative period, Seller has not cured such failure of payment or performance, Buyer will elect to either: (a) declare this Agreement terminated (in which event the Seller shall promptly return the Deposit to Buyer and, in the event of a breach of the representation in Section 2.7(f), recover Buyer's direct costs up to \$75,000.00); or (b) bring an action against Seller for specific performance in accordance with this Agreement. The option selected by Buyer shall be Buyer's sole and exclusive remedy.

5.2 BUYER'S DEFAULT.

- (a) Failure to Perform Under Agreement. If, due to circumstances other than Seller's failure to perform any term or condition of this Agreement binding on it, Buyer fails to timely perform any of its obligations under this Agreement when required by this Agreement, Seller shall deliver to Buyer written notice detailing such failure of performance. With respect to monetary defaults, Buyer shall have five (5) days from receipt of such notice (or until the Closing Date, whichever first occurs) within which to remedy the failure of performance. With respect to non-monetary defaults, Buyer shall have ten (10) days from receipt of such notice (or until the Closing Date, whichever first occurs) within which to remedy the failure of performance. Notwithstanding the foregoing, no curative or grace period shall be applicable to Buyer's failure to deposit the Deposit or to perform its obligations at Closing.
- (b) <u>Seller's Remedies.</u> If, at the expiration of such applicable cure periods as set forth above, Buyer has not cured any such default, Seller will retain the Deposit paid to the date of such termination as liquidated damages and not as a penalty. Buyer acknowledges that Seller's actual damages resulting from such default would be extremely difficult and impractical to ascertain and that the Deposit represents a fair approximation of such damages. Retention of the Deposit shall be Seller's sole remedy.
- 5.3 ATTORNEYS' FEES AND COSTS; WAIVER OF JURY TRIAL. In the event of any litigation between the parties concerning this Agreement or the enforcement of this Agreement (or, in the event of arbitration, if the parties agree to arbitrate any dispute), the prevailing party shall be awarded payment of its costs and expenses relating to such action, including, but not limited to, court costs and reasonable attorneys' fees and expert witness fees incurred by the prevailing party at trial and upon appeal. For the purpose of this Section, the term "prevailing party" shall include a party that withdraws or dismisses a claim in return for payment allegedly due, performance of a covenant allegedly owed, or other consideration substantially satisfying the claim withdrawn or dismissed. In determining which party is the prevailing party in an action, a court or arbitrator may consider the relief sought, the merit of the parties' positions and the degree to which a party prevailed in the action. The provisions of this Section shall survive Closing.

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT

EXECUTED IN CONNECTION HEREWITH OR RELATED HERETO, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

- TERMINATION PRIOR TO CLOSING. In the event of a termination of this Agreement pursuant to any provision of this Agreement, this Agreement shall terminate and, with the exception of provisions that expressly survive termination of this Agreement, each party shall be relieved of any further duties or obligations hereunder. In the event of any termination of this Agreement prior to Closing, Buyer shall promptly return to Seller all documents and other information Seller provided to Buyer for its due diligence purposes, and Buyer shall assign to Seller, at no cost, all of Buyer's right, title and interest, if any (and to the extent such right, title and interest is assignable), in and to and deliver to Seller originals or copies of all third-party reports, studies, inspections, surveys, analyses, documents and other work product obtained by Buyer during its due diligence that are within Buyer's possession and control regarding the Property (excluding attorney-client privileged materials and proprietary financial information). Any such materials will be provided to Seller as provided herein without any representation or warranty whatsoever from Buyer as to the accuracy or completeness of any matters contained therein, and without warranty or representation as to Buyer's right, title or interest therein, if any.
- 5.5 <u>POST CLOSING DEFAULT.</u> The limitations on the parties' remedies set forth in Sections 5.1 and 5.2 shall not be deemed to prohibit either party from pursuing its remedies available at law or in equity for any breach discovered post-Closing of a representation or warranty that survives Closing under this Agreement; provided, however, any action relating to such breach must be commenced within the time frame expressly set forth in Sections 2.8 and 2.9.

ARTICLE 6 NOTICES

- 6.1 MANNER OF NOTICE. All notices or demands under this Agreement shall be in writing and shall be deemed given and received according to the following provisions:
 - (a) <u>Personal Delivery.</u> If notice is given by personal delivery, notice shall be deemed to have been given and received on the day of the actual receipt by the receiving party.
 - (b) Overnight Courier. If notice is given by nationally recognized overnight courier service, notice shall be deemed to have been given and received on the first Business Day following its timely deposit with such courier service, delivery fees for next Business Day delivery prepaid. No signature affirming receipt by the receiving party is required. The internal records of the courier service shall be accepted as sufficient evidence of the date of the deposit of the notice with the courier service.
 - (c) <u>Postal Service.</u> In the case notice is given by means of the U.S. Postal Service, notice shall be deemed to have been given and received on the third Business Day after the

deposit of the notice, postage prepaid, certified mail return receipt requested, with the U.S. Postal Service, addressed to the receiving party.

- (d) <u>E-mail Transmission.</u> In the case of transmission by e-mail, notice shall be deemed to have been given and received on the day of confirmation of receipt by the recipient of such transmission. Such e-mail transmission, to be considered effective, shall be corroborated by a copy of the e-mail printout showing the e-mail address from which transmitted, the e-mail addresses to which transmitted, the date and the time of such transmission and that the transmission was successful. A copy of any notice of default or termination given by e-mail transmission shall also be delivered by means of overnight courier service.
- 6.2 <u>ADDRESSES FOR NOTICE</u>. All notices shall be given to the respective parties at the following addresses and numbers, until further written notice given in accordance with this Section:

If to Seller:

Points of Colorado, Inc.

c/o Starwood Vacation Ownership

Attn: David Weaver 9002 San Marco Court Orlando, Florida 32819

E-mail: david.weaver@starwoodvo.com

With a copy to:

Ballard Spahr LLP

Attn: Chris Payne

1225 Seventeenth Street, Suite 2300

Denver, Colorado 80202

E-mail: paynec@ballardspahr.com

If to Buyer:

Town of Avon

Attn: Town Manager One Lake Street P.O. Box 975 Avon, CO 81620

E-mail: vegger@avon.org

With a copy to:

Town of Avon

Attn: Town Attorney One Lake Street P.O. Box 975 Avon, CO 81620

E-mail: townattorney@avon.org

ARTICLE 7 MISCELLANEOUS

- 7.1 <u>TIME.</u> Time is of the essence with regard to the performance of the obligations of the parties under this Agreement. If the date for any such performance falls on a Saturday, Sunday or banking holiday, the date of performance shall be extended to the next regular Business Day. Unless expressly stated to be a Business Day, the term "day" in this Agreement shall mean a calendar day. The term "Business Day" as used in this Agreement shall mean any day other than a Saturday, Sunday or other day on which banking institutions in the State of Colorado are authorized by law or executive action to close.
- 7.2 ENVIRONMENTAL LAW. As used in this Agreement, "Environmental Law" shall mean any federal, state and local environmental law, ordinance, rule, directive, regulation, binding written interpretation, binding written policy, order, judgment, injunction or decree in effect as of the date of this Agreement with respect to or which otherwise pertain to or affect (i) the Property (or any portion thereof), (ii) the use, ownership, occupancy or operation of the Property (or any portion thereof), (iii) Seller, or (iv) Buyer, relating to protection of human health or the environment, relating to Hazardous Substances and/or relating to liability for or costs of other actual or threatened danger to human health or the environment, and as the same have been amended, modified or supplemented from time to time prior to and are in effect as of the date of this Agreement, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Substances Transportation Act; the Resource Conservation and Recovery Act (including but not limited to Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; the Oil Pollution Act of 1990, any state and local environmental law, all amendments and supplements to any of the foregoing and all regulations and publications promulgated or issued pursuant thereto. The term "Hazardous Substances" includes but is not limited to any and all substances (whether solid, liquid or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future Environmental Laws or that may have a negative impact on human health or the environment, including but not limited to petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon, mold, radioactive materials, flammables and explosives, but excluding substances of kinds and in amounts ordinarily and customarily used or stored in properties similar to the Property for the purposes of cleaning or other maintenance or operations and otherwise in compliance with all Environmental Laws.
- 7.3 ASSIGNMENT. This Agreement is not assignable, without the prior written consent of both Seller and Buyer, which consent may be withheld in the sole discretion of each party.
- 7.4 <u>BINDING EFFECT</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, personal representatives, successors and permitted assigns.

- 7.5 GOVERNING LAW. This Agreement has been executed in the State of Colorado and shall be governed by the laws of the State of Colorado.
- 7.6 <u>GENDER AND NUMBER.</u> Any term of gender used in this Agreement shall include all genders and legal entities, and the plural shall include the singular, and the singular shall include the plural, all as the context may require.
- 7.7 <u>SEVERABILITY.</u> The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth in this Agreement. If any provision is found to violate any law or public policy, the affected provision shall be deemed to be amended to conform with applicable law or public policy while, insofar as possible, retaining the original import of such provision.
- 7.8 <u>SECTION HEADINGS</u>. The section headings contained in this Agreement are for the purposes of identification only and shall not be considered in construing this Agreement.
- 7.9 <u>BROKERAGE</u>. Each party acknowledges, represents and warrants to the other that such party has not engaged or utilized the services of any third-party broker, agent or finder in connection with this transaction who shall be entitled to a commission or fee as a result of this Agreement or the consummation of the transaction contemplated herein. Each party agrees to indemnify and hold the other harmless from any damages resulting from a breach of this representation by such party, including reasonable attorneys' fees, costs and expenses of defending a claim.
- 7.10 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT. This Agreement is an integrated agreement which supersedes all prior understandings and agreements between the parties with regard to the Property. This Agreement may only be modified by an agreement in writing and signed by both of the parties.
- 7.11 SURVIVAL OF PROVISIONS AFTER CLOSING. Any provisions of this Agreement which require observance or performance after the date of Closing, shall continue in force and effect following the Closing Date.
- 7.12 <u>GENERAL COOPERATION.</u> Notwithstanding any other provision of this Agreement to the contrary, and notwithstanding the Closing of the sale of the Property to Buyer, the parties agree in good faith before and after such Closing to execute such further or additional documents, and to take such other actions, as may be reasonably necessary or appropriate to fully carry out the intent and purpose of the parties as set forth in this Agreement.
- 7.13 <u>NEGOTIATED AGREEMENT</u>; <u>LEGAL COUNSEL</u>. This Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it has been prepared by counsel for one of the parties, it being recognized that Buyer has been represented by legal counsel and has had the opportunity to contribute substantially and materially to the terms and preparation of this Agreement.
- 7.14 <u>COUNTERPARTS AND EMAIL SIGNATURES.</u> This Agreement may be executed in counterparts, which, taken together, shall constitute the agreement of the parties. Signatures transmitted by electronic mail shall be valid and binding for all purposes. If a party's signature is

transmitted by electronic mail, such party will provide the other party with an originally signed copy of this Agreement within ten (10) days of any request; provided, however, that such party's failure to do so does not affect the validity of this Agreement.

7.15 EFFECTIVE DATE. The Effective Date shall be the date first stated on page 1 of this Agreement, provided that in no event shall this Agreement be effective and binding upon the parties until executed and delivered by both Seller and Buyer. Either party may rescind this offer in writing prior to execution and delivery of this Agreement by both parties, in which case this Agreement shall not become effective.

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement as of the Effective Date, regardless of the actual date of execution. This Agreement will not become binding until executed by both parties, including all applicable Avon officials.

Seller:

POINTS OF COLORADO, INC.,

a Colorado corporation

By:_

Name: DENIS EA

Title: VICE PRESIDENT

Buyer:

TOWN OF AVON,

a Colorado home rule municipality

By:

Name: Virginia C. Egger Title: Town Manager Attest:

Town Clerk

Approved as to Form:

Exhibit A to Purchase and Sale Agreement

LEGAL DESCRIPTION

[Lot 4, Mountain Vista Resort Subdivision, Town of Avon, Colorado, according to the Replat of Lots 2C, 4 and 5, Mountain Vista Resort Subdivision, Town of Avon, Colorado as depicted in Exhibit D]

Exhibit B to Purchase and Sale Agreement

EXCEPTIONS

- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. (*)
- 7. Right of the Proprietor of a Vein or Lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patent recorded May 4, 1905, in Book 48 at Page 272.
- 8. Restrictions, which do not contain a forfeiture or reverter clause, as contained in instrument recorded April 29, 1985, in Book 411 at Page 960 and February 7, 1990, in Book 522 at Page 721.
- 9. Restrictions, which do not contain a forfeiture or reverter clause, as contained in the Deed from Benchmark at Beaver Creek, a limited partnership to Tandora S.A. and Tancura S.A., recorded June 29, 1979, in Book 287 at Page 548.
- 10. [omitted].
- 11. Memorandum of Agreement by Vail Associates Investment, Inc., James S. Mandel, Larry D. Doll, Ann Kingsley, Richard D. MacCutcheon and Eade Hopkins recorded March 16, 2000, at Reception No. 724918 and Memorandum of Assignment recorded May 1, 2000, at Reception No. 728546.
- 12. [omitted]
- 13. Town of Avon Ordinance No. 02, Series of 2000 Conditionally Approving a PUD Development Plan (Including Development Standards) recorded May 30, 2000, at Reception No. 730844, and the PUD Development Plan referred to therein as Exhibit "A", filed May 30, 2000 at Reception No. 730845.
- 14. Service Plan for Mountain Vista Metropolitan District recorded May 30, 2000, at Reception No. 730923, Order and Decree organizing the Mountain Vista Metropolitan District recorded May 30, 2000, at Reception No. 730924, and Map of District Boundaries recorded December 18, 2009 at Reception No. 200927086.
- 15. Those terms agreement, provisions, conditions and obligations which are a burden to subject property as contained in Agreement Governing Design, Construction, and Management of Storm Water Detention and Pollution Control Facilities by the Town of Avon, a Colorado home rule municipality and Points of Colorado, Inc., a Colorado corporation recorded June 7, 2000, at Reception No. 731541.
- 16. Agreement Regarding Revocable Permit for Construction Access by Points of Colorado, Inc. and Avon Commercial Center LTD. recorded November 16, 2000, at Reception No. 744154.
- 17. Reciprocal Access Easement Agreement made by and between Points of Colorado, Inc. and Avon Commercial Center, Ltd. recorded November 16, 2000, at Reception No. 744155.
- 18. Development Agreement by Vail Associates Investments, Inc., Avon Commercial Center Ltd., Shapiro Development Co. and the Town of Avon recorded February 5, 2001, at Reception No. 749431 and Amendment recorded February 5, 2001, at Reception No. 749432.

- 19. Storm Sewer and Drainage Easement Agreement by Points of Colorado, Inc. and Avon Commercial Center Ltd. recorded February 5, 2001, at Reception No. 749435.
- 20. [omitted]
- 21. [omitted]
- 22. Trench, Conduit and Vault Agreement between Points of Colorado, Inc. and Holy Cross Energy dated March 28, 2001, and recorded April 10, 2001, at Reception No. 754127.
- 29. [omitted]
- 32. Holy Cross Energy Underground Right of Way Easement recorded August 1, 2003, at Reception No. 842641.
- 33. Trench, Conduit and Vault Agreement made by and between Points of Colorado, Inc., a Colorado corporation and Holy Cross Energy, a Colorado corporation, recorded September 17, 2003 at Reception No. 849973.

NEW: Easements, rights of way and other matters as shown on a Replat of Lots 2C, 4 and 5, Mountain Vista Resort Subdivision, recorded [date to be determined] at Reception No. [to be determined].

(*) Such exceptions will be omitted from this list and from the definition of "Permitted Exceptions" for purposes of this Agreement and the Seller's Deed to the extent the Survey permits the Title Company to remove such exceptions from its Schedule B-Section II Exceptions to the Title Policy and, with regard to use of the Survey as a replat, to the extent such exceptions are superseded by the Replat of Lots 2C, 4, and 5, Mountain Vista Resort Subdivision.

<u>Exhibit C</u> to Purchase and Sale Agreement

FORM OF SELLER'S DEED

ATTACHMENT A: Purchase and Sale Agreement Exhibit C: Form of Special Warranty Deed

RECORDING REQUESTED BY AND WHEN RECORDED PLEASE RETURN TO:

Town of Avon P.O. Box 975 Avon, CO 81620

attn: Debbie Hoppe, Town Clerk

SPECIAL WARRANTY DEED

[STATUTORY FORM – C.R.S. § 38-30-115]
Points of Colorado, Inc., a Colorado corporation ("Grantor"), whose regular mail (United States Postal Service) address is, for the consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to the TOWN OF AVON, a home rule municipality of the State of Colorado ("Grantee"), whose street address is One Lake Street, P.O. Box 975, Avon, Colorado 81620, County of Eagle, State of Colorado, the real property that is described as follows:
Lot 4, Mountain Vista Resort Subdivision, Town of Avon, Colorado, according to the Replat of Lots 2C, 4 and 5, Mountain Vista Resort Subdivision, Town of Avon, Colorado, approved by the Town of Avon on, recorded on at Reception No, as known as [new street address to be determined] West Benchmark Road, Avon, Colorado
TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, including but not limited to the Skier Bronze Statue, unto Grantee, and Grantee's heirs, successors and assigns forever. Grantor, for itself and its heirs, successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee's heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to (a) real property taxes and assessments for [2015] and subsequent years, a lien not yet due and payable, and (b) the matters set forth on Exhibit A attached hereto and made a part hereof.
Points of Colorado, Inc., a Colorado corporation:
By:
The foregoing instrument was acknowledged before me on, 2014, by as of Points of Colorado, Inc., a Colorado corporation.
Witness my hand and official seal.
My commission expires: Notary Public

ATTACHMENT A: Purchase and Sale Agreement Exhibit C: Form of Special Warranty Deed

EXHIBIT A Exceptions

[to be inserted upon determination of Permitted Exceptions and include ROFR and Lot 4 Easement]

$\frac{\textbf{Exhibit D}}{\textbf{to Purchase and Sale Agreement}}$

DEPICTION OF REPLAT OF LOTS 2C, 4 AND 5

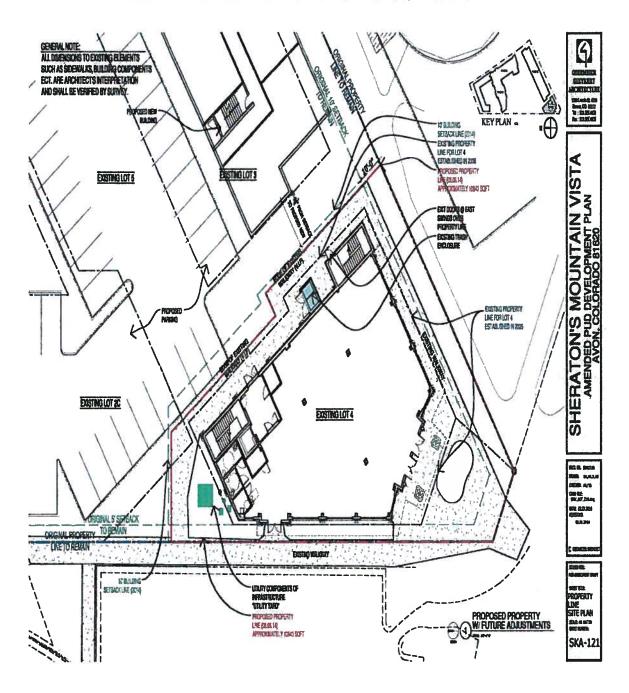


Exhibit E to Purchase and Sale Agreement

WHEN RECORDED MAIL TO:

Christopher Payne, Esq. Ballard Spahr LLP 1225 17th Street, Suite 2300 Denver, Colorado 80202

LOT 4 EASEMENT AGREEMENT

This Lot 4 Easement Agreement (the "Agreement") is made and entered to as of [_____], 2015, to be effective as of the date of recording, by and among Points of Colorado, Inc., a Colorado corporation ("POC"), Mountain Vista Resort Subdivision Association, Inc., a Colorado nonprofit corporation (the "Association"), and the Town of Avon, a Colorado home rule municipality ("Lot 4 Owner").

RECITALS:

- A. POC is the declarant under, that certain Master Declaration for Mountain Vista Resort Subdivision dated as of April 18, 2001, and recorded in the real property records for Eagle County, Colorado (the "Records") on April 18, 2001, at Reception No. 754853 (as amended or supplemented from time to time, the "Master Declaration").
- B. The Master Declaration governs certain rights and interests of the owners in and to the real property legally described in the plat for the Mountain Vista Resort Subdivision, recorded in the Records on April 18, 2001 at Reception No. 754852, as such plat has been or may be supplemented or amended from time to time (the "Plat"), including without limitation, by the Second Amended Final Plat, a Replat of Lots 4, 2C and 5, recorded on ________, at Reception No. __________ (the "Lot 4/5 Replat"). The Master Declaration incorporates the Plat, which, among other things, delineates each "Master Unit" or "Lot." The Master Declaration further defines the "Property" and "Master Common Elements" governed by the Master Declaration. All references herein to the "Lots" shall mean the subdivision lots established by the Plat, as such Plat has been or may be supplemented or amended from time to time, including without limitation, by the Lot 4/5 Replat.
- C. The Master Declaration also defines the "Parking Facility" as the parking garage improvements that are or will be constructed within Lot 5 of Mountain Vista Resort Subdivision. POC may, but will not be required to, construct, install, maintain, operate, repair, inspect, protect, remove, and replace additional improvements to the Parking Facility that encroach upon Lot 4 (the "Parking Facility Work").
- D. POC was the prior owner of Lot 4 and is the current owner of Lots 5 and 2C, in addition to other Lots and Master Units. The Association is the entity responsible for the administration of the Master Common Elements subject to the Master Declaration. Lot 4 Owner is the current owner of Lot 4.
- E. Prior to the recordation of this Agreement, POC withdrew Lot 4 from the Property governed by the covenants, easements, and other provisions of the Master Declaration. The Property, as amended, is further described on **Exhibit A** attached hereto and incorporated herein and the Property includes that certain area referred to as the "**Undeveloped Area**," as further described on **Exhibit B** attached hereto and incorporated herein. In connection with such withdrawal and the transfer of Lot 4 from POC to the Lot 4 Owner, the Lot 4 Owner has agreed to grant, along, over, beneath and across Lot 4, easements for pedestrian and emergency access, fire lane, utility and storm drainage easements,

subterranean support and subsistence, shared open space, and such other matters as further described herein.

- F. POC, the Association and Lot 4 Owner desire to establish and grant certain easements and to enter into certain agreements, on the terms and conditions set forth in this Agreement.
- NOW, THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

- 1. <u>GRANT OF EASEMENTS FOR BENEFIT OF PROPERTY</u>. Lot 4 Owner hereby grants to POC and the Association the following easements for the benefit of the Property:
 - (a) a non-exclusive easement and right to enter upon, across, over, and in any portion of the Undeveloped Area for the purpose of pedestrian or emergency access to and from the Property in a manner that does not unreasonably conflict with or restrict the Lot 4 Owner's use of the Undeveloped Area;
 - (b) a non-exclusive easement upon, across, over, in and under the Undeveloped Area for ingress and egress and for installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity and television or other cable communication system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such utilities to erect and maintain the necessary equipment on Lot 4 and to affix and maintain pipes, wires, circuits and conduits under Lot 4. Any utility company using this general easement shall use its best efforts to install and maintain the utilities or services provided without disturbing the uses of the Lot 4 Owner, the Association, and POC; shall complete its installation and maintenance activities as promptly as reasonably possible; and shall restore any disturbed property to its original condition as soon as possible after completion of its work. Should any utility company furnishing a utility or service covered by this easement request a specific easement by separate recordable document, the Lot 4 Owner shall promptly grant, execute, acknowledge and deliver to the requesting utility company such specific easement;
 - (c) a non-exclusive easement to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets, driveways, fire lanes, and generally upon Undeveloped Area in the proper performance of their duties;
 - (d) a non-exclusive easement to enter upon, across, over, in and under any Undeveloped Area for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of Lot 4 so as to improve the drainage of water on or across the Property in a manner that does not unreasonably conflict with or restrict the Lot 4 Owner's use of the Undeveloped Area; and
 - (e) for so long as POC holds an interest in any Lot, such easements, licenses or use rights as POC may request, from time to time, to maintain POC's current and future development rights under the PUD zoning, development standards, and PUD Development Plan applicable to the Property, recorded in the Records on May 30, 2000 at Reception Nos. 730844 and 730845 (as may be amended or supplemented from time to time) in accordance the requirements of the Town of Avon (including any requirements of governmental agency incorporated into the Town requirements) in a manner that does not unreasonably conflict with or restrict the Lot 4 Owner's use of the Undeveloped

Area. Such easements shall specifically include, but not be limited to, any public rights-of-way, fire lanes, and shared open space.

2. GRANT OF EASEMENTS IN CONNECTION WITH THE PARKING FACILITY.

- (a) Subject to and on the terms and conditions set forth in Section 3 below, Lot 4 Owner hereby grants to POC and the Association: (i) the non-exclusive easement for encroachment and right to attach to and use the existing sub-adjacent foundation improvements located on Lot 4 as a common wall and for the support of the Parking Facility as may be hereafter constructed on Lot 4; (ii) a non-exclusive easement in, on, under, over and across such Undeveloped Area as are reasonably necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the Parking Facility; (iii) a non-exclusive right of ingress and egress to enter upon the Undeveloped Area with such equipment as is reasonably necessary to perform the Parking Facility Work; (iv) a non-exclusive easement for sub-adjacent and lateral support in, on, upon and under such portions of Lot 4 as are necessary for the support of any Parking Facility now or hereafter constructed on Lot 5 and Lot 4; and (v) a non-exclusive right upon, across, over, in and under Undeveloped Area for ingress and egress and for installation, replacement, repair and maintenance of Parking Facility elevator shafts and stairwells.
- (b) Subject to and on the terms and conditions set forth in Section 3 below, POC and the Association hereby grants to the Lot 4 Owner a non-exclusive easement for sub-adjacent and lateral support in, on, upon and under such portions of the Parking Facility as are necessary for the support of any improvements now or hereafter constructed on Lot 4.

3. PARKING FACILITY WORK.

- (a) Any Parking Facilities Work shall be performed by or on behalf of POC at no cost or expense to Lot 4 Owner, in a workmanlike manner, and in accordance with all applicable laws, rules, regulations, ordinances and building codes, as well as the restrictions herein, pursuant to good, generally prevailing construction management practices and procedures that, to the extent reasonably feasible, will avoid or reasonably minimize any undue resulting disturbances or interferences with the use and enjoyment of the affected portions of Lot 4. POC shall coordinate with the Lot 4 Owner with respect to the timing and phasing of such work so as to coordinate it to the extent reasonable and appropriate with the operation of Lot 4. If any Parking Facilities Work is expected to result in the closure of any portion of the access to or from Lot 4, POC shall secure the written approval of the Lot 4 Owner prior to the commencement of any such Parking Facilities Work; provided, however, if the Parking Facilities Work is required to correct a condition that may result in injury to persons or damage to property, POC shall only be required to give such notice as may be reasonable under the circumstances and no written approval shall be required.
- (b) POC shall pay or cause the payment of all sums owing for or in connection with any Parking Facilities Work undertaken by, through or under it in a prompt and timely fashion, so that no claim for mechanics' liens or any other payment claims shall be asserted against Lot 4. If a mechanic's lien is recorded against Lot 4 as a result of the Parking Facilities Work, POC shall have the right to contest such lien claim provided that it shall promptly obtain the release of the affected Lot 4 property interests from such lien claim, whether by discharge or bonding.
- (c) POC shall require that any contractors and/or engineers engaged to perform the Parking Facilities Work on Lot 4 carry and maintain at all time during the performance of such work, general commercial liability insurance, professional liability insurance, if applicable, workers compensation insurance and such other types of insurance coverages, in such amounts as are

customarily maintained by prudent contractors and engineers performing similar work, which shall name Lot 4 Owner as an additional insured, shall not be subject to cancellation or material modification except on not less than thirty (30) days' prior written notice, and shall be written by solvent and responsible insurance companies licensed to do business in the State of Colorado.

- (d) In the event of damage to any improvements on Lot 4 caused by POC or its contractors, POC shall, at no cost or expense to Lot 4 Owner, promptly repair such damage to a condition substantially the same or better than the condition that existed prior to such damage.
- INDEMNITY. POC shall indemnify Lot 4 Owner and its agents, officers, directors, servants and employees, of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever arising out of or related to any loss, cost, damage or injury, including death of any person or damage to property of any kind, resulting from: (i) any Parking Facility Work performed by, through or under POC; or (ii) the use, exercise or enjoyment by POC of any easement, license or use right granted by the Lot 4 Owner herein. Lot 4 Owner shall indemnify POC and the Association and their respective agents, officers, directors, servants and employees, of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever arising out of or related to any loss, cost, damage or injury, including death of any person or damage to property of any kind, resulting from any use, exercise or enjoyment by the Lot 4 Owner of any easement granted by POC herein. This indemnity will also apply to and include costs and expenses, including reasonable legal fees, incurred by the indemnified parties in connection with any indemnified matter. In no event, however, will the foregoing indemnities apply to (a) any loss to the extent of any insurance proceeds available under any insurance policy carried by an indemnified party, (b) the extent of the negligence, willful misconduct or breach of this Agreement by any indemnified party; but the foregoing indemnities shall be applied in accordance with generally prevailing laws governing contributory negligence and governmental immunity.
- 5. <u>NON-EXCLUSIVE</u>. Except as otherwise expressly provided to the contrary in this Agreement, Lot 4 Owner reserves the right to use all portions of Lot 4, including for the installation, maintenance, repair, inspection, protection, removal, replacement and operation of any portions of the improvements on Lot 4, the Association reserves the right to administer all portions of the Master Common Elements of the Property, and POC reserves all its rights as declarant under the Master Declaration and as owner of Lots 5 and 2C, including for the installation, maintenance, repair, inspection, protection, removal, replacement and operation of any portions of the improvements thereon.
- 6. <u>SUCCESSORS AND ASSIGNS; AGREEMENT TO RUN WITH THE LAND</u>. The provisions of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties, including without limitation all parties having or acquiring any right, title or interest in Lot 4 or the Property.
- 7. <u>REPRESENTATIVES</u>. The Association and its management company shall be the only representatives entitled to act on behalf of the owners and any other occupants of the Property (other than POC), and any actions taken by the Association or its management company shall be absolutely binding on them (but not on POC). Except to the extent POC assigns any of its rights, obligations or interests in this Agreement to the Association, for as long as POC retains an ownership interest in any Lot or Master Unit within the Property, it shall continue to represent its interests with respect to this Agreement. Lot 4 Owner and its agents shall be the only representatives entitled to act on behalf of the owner of Lot 4. Lot 4 Owner acknowledges and agrees that the Association may delegate to its management company, the right to exercise the rights and perform the obligations of the Association under this Agreement, and POC and the Association acknowledge and agree that the Lot 4 Owner may delegate to its agents, the right to exercise the rights and perform the obligations of the Lot 4 Owner under this Agreement.

- 8. <u>TERMINATION</u>. This Agreement may not be terminated except by a written termination executed by each of the parties and recorded in the Records.
- 9. <u>ARBITRATION/DISPUTE RESOLUTION/ATTORNEYS' FEES</u>. Any controversy, claim or dispute arising out of or relating to this Agreement shall be resolved through binding arbitration conducted in accordance with the rules of the Judicial Arbiter Group in the State of Colorado or such other rules as the parties may mutually agree in writing. Any award rendered in such arbitration may be entered and will be enforceable in any court in the State of Colorado or in any court having jurisdiction over the party against whom judgment is sought to be enforced. In no event shall any remedies of a party include the right of such party to terminate this Agreement as a result of the alleged or actual breach of this Agreement by the other party. In connection with any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorneys' and paralegal fees and costs, including arbitration costs and fees. Neither party shall under any circumstances be responsible for indirect, consequential or punitive damages.
- 10. <u>NOTICES</u>. Any communication, notice or demand of any kind whatsoever which a party may be required or may desire to give to or serve upon any other party shall be in writing and delivered by personal service (including express or courier service), by a reputable national or international overnight courier such as Federal Express, or by registered or certified mail, postage prepaid, return receipt requested, in any case addressed as follows:

If to POC:	Points of Colorado, Inc. c/o Starwood Vacation Ownership, Inc. 9002 San Marco Court Orlando, Florida 32819 Attn: []
With a copy to:	
If to the Lot 4 Owner:	Town of Avon One Lake Street P.O. Box 975 Avon, Colorado 81620 Attention: Town Manager
With a copy to:	
If to the Association:	Mountain Vista Resort Subdivision Association, Inc. 160 West Beaver Creek Boulevard Avon, Colorado 81620 Attention: President
With copies to:	Starwood Vacation Ownership, Inc. 9002 San Marco Court Orlando, Florida 32819 Attention: Legal Department

Any party may change its address for notice by written notice given to the other in the manner provided in this Section and recorded in the Records. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, one (1) day after the

date of dispatch, if by overnight courier, or three (3) business days (a day other than a Saturday, a Sunday or a legal holiday in of the U. S. Federal government, or of the States of Colorado or Florida) after being placed in the U.S. Mail, if mailed.

- 11. <u>RIGHT TO ASSIGN</u>. POC may assign this Agreement and/or its rights and obligations. if any, hereunder in whole or in part, to the Association as a Master Common Element, in which event POC shall be released from and have no obligations of any kind arising out of or in connection with this Agreement with respect to the rights and obligations so assigned. Lot 4 Owner may assign its rights and obligations in whole or in part to such persons or entities who acquire all of Lot 4 or the areas of Lot 4 affected by the easements granted hereunder, in which event Lot 4 Owner shall be released from and have no obligations of any kind arising out of or in connection with this Agreement with respect to the rights and obligations so assigned. Any such assignment by a party shall become effective upon recordation of an assignment and assumption agreement in the Records.
- 12. <u>OTHER EASEMENTS</u>. The rights of the parties are subject to any and all easements now in existence recorded in the Records with respect to Lot 4 or the Property.
- 13. <u>FURTHER ASSURANCES</u>. Each party shall execute such documents and take such further actions as may be reasonably requested by the other to carry out the intents and purposes of this Agreement.

14. MISCELLANEOUS.

- (a) <u>Counterparts</u>. This Agreement may be executed in several counterparts, and each counterpart shall constitute one agreement binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or to the same counterpart.
- (b) Entire Agreement. This Agreement (including the exhibits referred to herein, all of which are hereby incorporated into this Agreement), contains the entire agreement of the parties with respect to the subject matter hereof and no prior written or oral agreements shall have any force or effect or be binding upon the parties; provided, however, the easements granted hereunder are in addition to and not in lieu of any easements set forth in the Plat, all of which easements remain in full force and effect.
- (c) <u>Modification and Changes</u>. This Agreement may only be changed or modified by an agreement in writing signed by each of the parties, or their respective successors or assigns.
- (d) <u>Binding Effect</u>. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- (e) <u>Headings</u>. Captions contained in this Agreement are inserted only as a matter of convenience and for reference. Such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
- (f) <u>Partial Invalidity</u> In the event that any one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall be declared invalid or unenforceable by order, decree or judgment of any court having jurisdiction, or shall be or become invalid or unenforceable by virtue of any applicable law, the remainder of this Agreement shall be construed as if such phrases, sentences, clauses or Sections had not been inserted except when such construction (i) would operate as an undue hardship on a party or (ii) would constitute a substantial deviation from the general intent and purposes of the parties as reflected in this Agreement. In the event of either (i) or (ii) above, the

parties shall use their best efforts to negotiate a mutually satisfactory amendment to this Agreement to circumvent such adverse construction.

- (g) <u>Governing Law</u>. The terms and provisions of this Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Colorado, without regard to any choice of laws principles.
- (h) <u>No Waiver</u>. The failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of the right to enforce such provision thereafter.
- (i) <u>Construction</u>. Whenever the singular number is used in this Agreement and, when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders, and vice versa.
- (j) No Merger. The easements created hereunder shall not merge with any fee interest owned by any party hereto, either presently or in the future, but shall remain separate and distinct property rights, unless and until relinquished in accordance with law and written evidence of such release is executed by the parties hereto, or their respective successors and assigns, and recorded in the Records.
- (k) No Public Dedication. Nothing herein shall be deemed to be a gift or dedication of all or any portion of Lot 4 or the Property for the general public, of for any public use or purpose whatsoever.
- (l) No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WHEREFORE, the parties have executed this Lot 4 Easement Agreement to be effective as of the date first written above.

	POINTS OF COLORADO, INC., a Colorado corporation
	By:
STATE OF FLORIDA)	
COUNTY OF ORANGE) SS.	
	ment was acknowledged before me this day of, as of POINTS OF COLORADO, corporation. She is personally known to me.
(NOTARY SEAL)	(Notary Signature)
	(Notary Name Printed) NOTARY PUBLIC

	ASSOCIATION, INC., a Colorado nonprofit corporation
	By:
	ement was acknowledged before me this day of, as [] of Mountain Vista Resort
Subdivision Association, Inc., a Colorado no personally known to me.	onprofit corporation, on behalf of the corporation. He is
(NOTARY SEAL)	(Notary Signature)
	(Notary Name Printed) NOTARY PUBLIC

TOWN OF AVON, a Colorado home rule municipality

	Ву:	
		Jennie Fancher, Mayor
	Ву:	Virginia C. Egger, Town Manager
	Attest: By:	Debbie Hoppe, Town Clerk
Approved as to Form:		
Eric J. Heil, Town Attorney		

EXHIBIT "A" TO LOT 4 EASEMENT AGREEMENT

Legal Description of Property Subject to Master Declaration

Lots 1, 2A, 2B, 2C, 3, and 5, Mountain Vista Resort Subdivision, a resubdivision of Lot C, a
Final Plat and Resubdivision of Lots B and C, Avon Center at Beaver Creek, Benchmark at
Beaver Creek, Amendment No. 4, according to the Plat for Mountain Vista Subdivision,
recorded April 18, 2001, at Reception No. 754852, as such plat has been or may be
supplemented or amended from time to time, including without limitation, by the Second
Amended Final Plat, a Replat of Lots 4, 2C, and 5, recorded [] at Reception No.
[],
County of Eagle, State of Colorado.

EXHIBIT "B" TO LOT 4 EASEMENT AGREEMENT

Description of Lot 4 Easement Areas

[to be attached]

ATTACHMENT B

COUNCIL REPORT FOR MOUNTAIN VISTA RESORT SUBDIVISION OFFICE BUILDING

140 West Beaver Creek Boulevard Mountain Vista Lot 4



March 22, 2016

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- VI. Renovation & Relocation Options
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- VIII. Building Inspection Report & Structural Engineering Report
- IX. Funding & Development Schedule

Appendices

Appendix 1: See Eric Heil Cover Memo attachment

The following Appendices are available electronically at the listed site or may be viewed at the Town Clerk's office during normal business hours:

Appendix 2: Avon Town Hall Facility Assessment and Space Needs Analysis, SEH, July 2015

www.avon.org/spaceneedsanalysis

Appendix 3: Avon West District Town Center Investment Plan, 2007

www.avon.org/investmentplan

Appendix 4: Master Plan for Harry A. Nottingham Park Plan, 2008

www.avon.org/parkmasterplan

Appendix 5: Planning Review and Update of the Harry A. Nottingham Master Plan, Swift Gulch

Master Plan and Lot 5 Development Plan, 2015

www.avon.org/planningreview

Appendix 6: Building Inspection Report, 2016 www.avon.org/inspectionreport

Appendix 7: Structural Engineering Report, 2016 www.avon.org/engineeringreport

Appendix 8: 2016 Capital Projects Fund www.avon.org/budget

SECTION I EXECUTIVE SUMMARY

FINDINGS

2015 Town Hall Facility Assessment

The Town Hall Facility Assessment and Space Needs Analysis, July 12, 2015, was prepared for the Avon Town Council, by consultants Short Elliott Hendrickson, Inc. (SEH). The SEH Analysis concluded:

"At a minimum, to satisfy building upgrade requirements and met the future space needs, a major building remodel will be required to address the sheer number and extent of issues in the existing shell and interior spaces. As well, we recommend full replacement of all MEP systems and components to meet the programming needs of the departments. It is likely more cost prohibitive to correct all the deficiencies than to build a new facility."

SEH Assessment, Page 18

Skier Building is Lease Cost Option to Address Present Town Hall Facility Deficiencies

- The Mountain Vista Office Building and Police Department at the Joint Public Safety Facility is the least cost option.
- No new taxes or tax rate increases are needed for the relocation

Adopted Plans & Planning Review/Update for the Existing Town Hall Site; Potential New Uses

- The 2006 Avon Comprehensive Plan expressly identified a community goal to relocate the Town Hall and redevelop the existing Town Hall site.
- The Avon West Town Center District Plan, 2007, found the Town Hall building too small for its current use, outdated and lacking energy efficiency. The plan envisioned a new Town Hall that spanned both sides of a new Main Street (Fire Station and portion of parking lot and town park) to serve as a civic anchor. A larger program of commercial/retail, offices, civic uses, affordable and market rate housing was proposed for the mixed-use Town Hall facility.
 - Since adoption of the *District Plan* the Town experienced a severe recession like the rest of the country and new commercial development on the Main Street Mall did not occur as expected. The Town recently completed improvements to the Main Street pedestrian mall to advance its on-going commitment to activate this core area of Town. The Mountain Vista Office Building meets the goals of the *District Plan*: support Town Hall relocation, provides for office spaces and a civic anchor in close proximity to the library, recreation center and the park and makes the current site available for a dynamic use.
- The Harry A. Nottingham Master Plan, 2008, was adopted showing the relocation of Town Hall and new uses at the park.

- Stan Clauson and Associates, consultants to the Town, facilitated a public process to consider future development on Town owned properties. The resulting work was presented to Council and the public in the Planning Review & Update Harry A. Nottingham Park Master Plan, Swift Gulch Master Plan & Lot 5 Development Plan, November 15, 2015. The document recommended:
 - Locating the Police Department at Buck Creek in a Joint Public Safety Facility.
 - Utilizing the Mountain Vista Office Building for the balance of Town Hall functions. The report found the location has broad support and is a preferred location to house the Town's other office, Court, community and meeting needs.
 - That the current Town Hall site be repurposed for potential uses, including but not limited to enhancing the soccer field and park amenities, new convention space, recreational uses, parking, performance space, etc.

Main Street Mall Anchor & Synergy

It is an opportune time to work the developers of Lot B and the Seasons' renovation project to bring a synergistic program to the Mountain Vista Office Building. Town Hall office functions and community meeting activity at this location will serve an important anchor for this vibrancy.

SECTION SUMMARY

Section II Chronology of Events

The listing follows the directives, studies and decisions of the Town Council beginning on January 27, 2015, which supported the work for a purchase agreement for the Mountain Vista Office Building.

Section III Purchase and Sale Agreement

Purchase Price: \$1,500,000

Building Uses: Administrative and court offices, Courtroom/Council Chambers, meeting rooms and

community space

Closing Date: June 16, 2016

Additional information is provided on sale terms, including an access easement which would allow Points of Colorado and Starwood access, utilities, support for a subterranean parking garage abutting the Mountain Vista Office Building foundation, and crediting for shared open space. The Lot 4 Easement is intended to preserve all of Starwood's development rights under the existing PUD which were based on access, site coverage and the existing configuration of Lot 4.

Section IV Town Hall Facility Assessment & Space Needs Analysis, July 2015

The comprehensive Town Hall Facility Assessment & Space Needs Analysis (Assessment) was developed by Short Elliott Hendrickson, Inc. (SEH), at the request of Town Council. The Assessment reported on the deficiencies of the current building and estimated the current space shortages for staff working space. Future staff space needs were projected. Six facility planning options on three sites were prepared, with a cost budget developed for each scenario.

The Assessment found the current Town Hall building to be in need of a major remodel or replacement. The cost budget analysis, with current pricing for the Police Department at the proposed relocation to the

Joint Public Safety Facility, plus the purchase and finish of the Mountain Vista Office Building was shown to be the least cost option.

Section V Master Plans, Review & Updates, Zoning & Subdivision

Relevant master plans and the recent updated planning review are submitted in the section. Current adopted plans envision the relocation of the existing Town Hall. No PUD or zoning amendment would be required for the Town to use the property for a Town Hall. Lot 4, where the Mountain Vista Office Building sits, along with a portion of Lot 5 surrounding Lot 4 must be subdivided to create a consolidated lot that can be separated from the remainder of the Lot C PUD development and associated declarations.

Section VI Parking Requirements

The Town of Avon is able to meet the Mountain Vista Office Building parking demand on site and in the vicinity on adjacent Town owned property and rights-of-way, as allowed for by the Town's Code.

Section VII Renovation & Relocation Options

Bringing the Avon Town Hall Facility Assessment and Space Needs Analysis, Planning Review and Update for Harry A. Nottingham Park Master Plan, Swift Gulch Master Plan, Lot 5 Development Plan together with the locational decision for the Police Department at Buck Creek, facility options and costs for the balance of Town Hall are presented. The comparison shows the Mountain Vista Office Building-Joint Public Facility/Police Department to be the least cost option.

Section VIII Building Inspection and Structural Report

The Mountain Vista Office Building was inspected by Eagle Eye Inspectors and KRM Consultants provided a current structural observation. No significant problems were identified, however, HVAC system inspection showed two items not working. With the plan to replace the HVAC for the needed system for full buildout, staff did not recommend fixing the items, but rather noticing Points of Colorado of the operational failure in the units.

Section IX Funding and Development Schedule

Funds for building acquisition are available in the current 2016 Capital Projects Fund. Construction, FF&E and contingencies to finish the building are available in the Urban Renewal Fund. No new taxes or tax rate increases are required for the full project.

Should Town Council approve the purchase of the Mountain Vista Office Building, development of the building for use as a Town Hall could be completed by May 1, 2017.

SECTION II CHRONOLOGY OF EVENTS

2.1 JANUARY 27TH: Ad Hoc Committee/Study Group Recommended

At the Council's January 27, 2015, meeting, Mayor Jennie Fancher recommended the formation of an ad hoc committee/study group to further explore the acquisition of the Mountain Vista Office Building and examine whether or not it makes sense to acquire the building. The individuals recommended to be members of the committee were Mark Kogan, Phil Struve and Councilor Sarah Smith Hymes. It was also stated that any community members interested in participating in the ad hoc committee/study group should email Virginia Egger or Jennie Fancher. Angelo Loria, Dominic Mauriello, Brian Sipes joined the committee as well.

The ad hoc group assisted with the RFQ process and selection of SEH to conduct a facility assessment and space needs analysis.

2.2 APRIL 28th: IGA Approved for Joint Public Safety Facility

Town Council approved an Intergovernmental Agreement (IGA) between the Town of Avon and the Eagle River Fire Protection District (ERFPD), which set forth the terms and conditions for the design, construction, ownership and operation of a joint fire and police station facility (PSF) on Nottingham Road between Swift Gulch and Buck Creek Roads (Buck Creek Site). The IGA also detailed the conditions of Avon's loan to the ERFPD.

2.3 AUGUST 25TH: Options for Town Hall – Locations, Estimated Costs & Financing

The Avon Town Hall Facility Assessment and Space Needs Analysis is completed by SEH, consultant to the Town. The consultant met with Council in a study session on August 25th, and reviewed the Assessment and Analysis.

Also, at the meeting, the staff memo identified the schedule for Stan Clauson Associates work to evaluate land use options for Tract G, which includes the current Town Hall, Fire Station sites, park and Town Center West District; including time frame to make a decision on the location for the Avon Police Department.

2.4 OCTOBER 13TH: Study Session – Tract G, Swift Gulch and Lot 5 Development Options, including Public Safety and Town Hall Locations, Financing Options and Decision Schedule

Consultants presented the Preliminary Findings Report at the public Study Session.

- The consultant and participants at the charette recommended:
 - The Police Department be located at Buck Creek
 - Town Hall's other departments be located at the Mountain Vista Office Building; or, if the building is not available at the Fire Station once vacated by the ERFPD
 - The current condition of Town Hall requires a renovation or relocation in the near future
 - Opportunities to repurpose the site of other park uses favored relocation
 - The Mountain Vista Office Building was the favored location, with the Fire station being noted as an alternate location
- Moving forward with a new URA bond, which could generate upwards of \$6,000,000 in new revenues; tenant finish of the Mountain Vista Office Building is an eligible cost

2.5 OCTOBER 13TH: Executive Session

Council met in Executive Session: DISCUSSION OF THE PURCHASE AND ACQUISITION OF A REAL PROPERTY INTEREST UNDER C.R.S. §24-6-402(2)(A) AND A CONFERENCE WITH THE TOWN ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE UNDER C.R.S. §24-6-402(2)(B) RELATED TO SUCH REAL PROPERTY DISCUSSION AND FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER C.R.S. §24-6-402(2)(E) RELATED TO SUCH REAL PROPERTY DISCUSSION

2.6 OCTOBER 27TH: Study Session – Tract G, Swift Gulch and Lot 5 Development Options, including Public Safety and Town Hall Locations, Financing Options and Decision Schedule

- Stan Clauson consultants presented the final draft of recommended land uses.
- Town Council directed:
 - Buck Creek is the preferred location for the Police Station
 - No changes were proposed for Tract G, with the preferred location for Town Hall being first at the Mountain Vista Office Building
 - Town Hall Repurposing Councilor Matt Gennett asked that the repurposing of Town Hall for other uses, should Town Hall relocate, be included in future land use planning work, versus demolition

2.7 NOVEMBER 10th: Modification to the Urban Renewal Plan

The URA Authority Board passed Resolution 15-1 to Adopt Minor Modifications to the Town Center West Urban Renewal Plan

The action specifically allowed the Mountain Vista Office Building to qualify for Urban Renewal funds

2.8 DECEMBER 8TH: Council Meeting

Council sets maximum cost for the Police Department at \$5,540,656; and maximum facility size at 11,300 square feet

Council agrees to final appropriation of design costs

2.9 JANUARY 26TH: Council Meeting

COUNCIL MET IN EXECUTIVE SESSION: DISCUSSION OF THE PURCHASE AND ACQUISITION OF A REAL PROPERTY INTEREST UNDER C.R.S. §24-6-402(2)(A) AND A CONFERENCE WITH THE TOWN ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE UNDER C.R.S. §24-6-402(2)(B) RELATED TO SUCH REAL PROPERTY DISCUSSION AND FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER C.R.S. §24-6-402(2)(E) RELATED TO SUCH REAL PROPERTY DISCUSSION

2.10 FEBRUARY 23RD:

Council passes Resolution No. 16-03 Referring a Police Station Ballot Question to a Special Election & First Reading of Ordinance No. 16-02

SECTION III PURCHASE AND SALE AGREEMENT

3.1 Introduction

The Town conducted an appraisal of the building in March, 2014, which calculated a value of \$2,042,500. The Points of Colorado appraisal, during the same time, concluded the value of the property at \$4,195,000. Both estimates assumed no parking would need to be purchased. The Town and seller negotiated a Purchase and Sale Agreement ("PSA") with price of \$3.2M. The PSA was approved by ordinance, but was subject to approval by ordinance of Certificate of Participation Financing by the Town of Avon. A citizen petition for referendum was submitted for Ordinance 14-18 approving the Certificate of Participation Financing, which Council referred to a special election. Approval of Ordinance No. 14-18 did not pass and the PSA was then terminated.

A new appraisal was not ordered for the negotiation authorized by Town Council. Rather, the Town relied on the assumptions for a calculated value prepared by Mr. Mark Kogan. The set price of \$1.5 million eventually was negotiated.

3.2 The Property

The Property is owned by Points of Colorado, Inc., a Colorado corporation. The purchase is for Lot 4, Mountain Vista Resort Subdivision, including the Phase 1B Office Building in the Mountain Vista Resort Subdivision. Included are all improvements and appurtenances, and the Skier Bronze Statue. Excluded from the purchase are 44 parking spaces designated for the Mountain Vista Office Building and located on other adjacent property owned by Points of Colorado. The Property is being sold in an "as is" condition. Town has been given the opportunity to perform inspections of the building and the title prior to executing the PSA.

3.3 Purchase and Sale Agreement

The PSA is provided with Ordinance 16-07, in this packet. Specific terms in the PSA are highlighted as follows:

Purchase Price: \$1,500,000

Deposit: \$75,000

Closing Date: June 16, 2016

Inspections: No right of inspection, Property is to be purchased "as is". Town has already conducted inspections and inspection updates prior to signing the PSA. The inspections are discussed in Section VIII of this Report.

Right of First Refusal: The Property would be subject to a Right of First Refusal for 3 years that would allow Points of Colorado to repurchase the Property for \$1.5 Million if sold by the Town.

Lot 4 Easement: The Property would be subject to an easement on the undeveloped portions of Lot 4 (meaning the area of Lot 4 outside the existing building footprint) which would allow Points of Colorado and Starwood access, utilities, support for a subterranean parking garage abutting the Mountain Vista Office Building foundation, and crediting for shared open space. The Lot 4 Easement

is intended to preserve all of Starwood's development rights under the existing PUD which were based on access, site coverage and the existing configuration of Lot 4.

Common Interest Community Exclusion: Lot 4 would be excluded from the Mountain Vista Resort common interest community, and therefore, would not be subject to assessments or costs related to this common ownership interest community.

Conditions Precedent to Closing: There are several conditions that must be satisfied before each party is required to closing on the Property, highlighted as follows:

- The Avon Town Council must adopt an Ordinance approving the PSA. [NOTE: the adoption of an Ordinance is subject to the public process in accordance with the Avon Home Rule Charter. Adoption of an Ordinance is subject to the discretion of the Avon Town Council members after conducting public hearings. If the Avon Town Council does not adopt an ordinance then the \$75,000 Deposit would be returned to the Town.]
- Town must approve a subdivision replat of Lots 2C, 4 and 5 to create the Lot 4 configuration for purchase as requested by the Town.
- Lot 4 must be withdrawn from the Mountain Vista Resort common interest community.
- The Agreement and Plan of Merger between Interval Leisure Group and Starwood Vacation Ownership must be completed.

Ordinance Not Subject to Referendum: Avon Home Rule Charter Section 7.2(a) states that ordinances for the acquisition of municipal properties are not subject to referendum. Additionally, the Colorado Court of Appeals ruled in *Friends of Denver Parks v. City and County of Denver*, 327 P.3d 311 (Colo.App.2013) that a real estate contract is an administrative action and is therefore not subject to referendum. An ordinance approving the PSA is not subject to citizen referendum in Avon.

SECTION IV AVON TOWN HALL FACILITY ASSESSMENT AND SPACE NEEDS ANALYSIS

Short Elliott Hendrickson, Inc. (SEH)

4.1 Introduction

The Town Council authorized consultant services to conduct a facility assessment and to estimate the space needs for services in the current Town Hall. The firm of Short Elliott Hendrickson, Inc. (SEH) was hired. SEH's report was completed on July 12, 2015 and presented to Town Council on August 26, 2016. The full report is provided in Appendix 2.

4.2 Town Hall Facility Assessment

The SEH Analysis concluded:

"At a minimum, to satisfy building upgrade requirements and met the future space needs, a major building remodel will be required to address the sheer number and extent of issues in the existing shell and interior spaces. As well, we recommend full replacement of all MEP systems and components to meet the programming needs of the departments. It is likely more cost prohibitive to correct all the deficiencies than to build a new facility." [SEH Report, Page 18]

The Assessment stated:

- The existing Avon Town Hall facility is out of date with current codes, including ADA accessibility requirements with non-conforming existing conditions that would require extensive remodel to the majority of building shell and floor areas. The ADA deficiencies include inadequate spaces with non-compliant ADA door and turning-area clearances, non-compliant handrails, and non-compliant restrooms, shower and locker facilities. Also currently there is not an accessible access to the basement level, because the elevator only serves the First and Second floors of the building.
- A completely new building designed to meet current codes on the same site, or a newly constructed building on a new site, in order to address every issue will be required.
- In addition to code issues, there are many operational issues that would require total upgrades of systems throughout the building, including HVAC systems, acoustical partitioning, and energy upgrades, to name a few. The atrium area is noted as having skylight leakage into the ceiling of employee offices. The HVAC system is over 30 years old and in need of complete replacement. The systems require continuous maintenance to keep them running.
- It is our recommendation the mechanical systems be replaced to meet the function and operation of the facility.
- The structural condition of the building is in 'good' to 'very good' condition and the building appears to be performing in an acceptable manner. The leaks and the exterior finishes should be repaired as required to maintain water proofing. It appears that the ceiling in the atrium area was installed with slack in the suspension rod system. In order to cosmetically improve the ceiling, it is recommended to adjust the tension rods as required to level the ceiling tiles.
- International Building Code issues include inaccessible spaces, inadequately sized means of egress, failure to meet life/safety fire codes for an institutional occupancy, and failure to meet energy code requirements.

- The spaces provided by the police and courts are not accessible per the code requirements in ANSI Standards 117.1, 304, 404.2.3.2, 604.8, 606.6, and 608, nor per the ADA Standards for Accessible Design which have many of the same requirements. ADA is a federal law, while ANSI refers to code requirements. Numerous ADA/ANSI Standard Code violations have been noted throughout the building. These include inadequate space requirements, door clearances, turnaround spaces, restroom, shower, and locker room facilities, and countertop heights.
- An institutional occupancy (which includes the holding cells) is required by code to be fully sprinkled. This is a major life safety issue as a person held in these cells would not have the ability to exit the space on their own.
- In order to meet current energy codes, lighting systems would need to be upgraded. Exterior walls would need to have continuous insulation added to them. Windows and doors would have to be replaced with energy efficient double pane

4.3 Space Needs Analysis

The review and projection of space needs through a planning horizon of 2035 for police department square footage; and, year 2025 for all other departments, found the following square footage needs:

SPACE NEEDS ASSESSMENT - SEH, July 2015						
DEPARTMENT	PLANNING HORIZON	CURRENT 2015	PROGRAMMED			
Police Department	2035	4,788	9,009			
All Other Departments	2025	9,007	9,092			
Building Support	2025	257	2,145			
TOTAL Net Square Footage		14,052	20,246			
TOTAL BUILDING GROSS (120%)			24,511			

The proposed relocation of departments into two new facilities is as follows:

NEW FACILITY SQUARE FEET						
DEPARTMENT	PLANNING HORIZON	PROGRAMMED	NEW FACILITY			
Police Department Joint Public Safety Facility @ Buck Creek	2050	9,009	10,419			
All Other Departments/Meeting Community Space Mountain Vista Office Building	2025	11,237	14,733			

SECTION V MASTER PLANS, REVIEW & UPDATES, ZONING & SUBDIVISION

5.1 Master Plans

5.1.1 The Avon West Town Center District Investment Plan (District Plan) was completed in August of 2007, with the stated purpose to encourage and facilitate revitalization of the planning area (Appendix 3). Specific to Town Hall, the District Plan found the Town Hall building too small for its current use, outdated and lacking energy efficiency. The plan envisioned a new Town Hall that spanned both sides of a new Main Street (Fire Station and portion of parking lot and town park) to serve as a civic anchor. A larger program of commercial/retail, offices, civic uses, affordable and market rate housing was proposed for the facility. Once Town Hall was relocated, the current site would be sold ideally for a high quality hotel. The total projected cost was \$18,400,000, with the goal of recouping monies through the sale of the site for the hotel.

Since adoption of the *District Plan*, voters required that any land sale be approved at the ballot, the full Main Street has been developed the pedestrian mall and the economy has been challenging. The Mountain Vista Office Building meets the goals of the *District Plan*: support Town Hall relocation, provides for office spaces and a civic anchor in close proximity to the library, recreation center and the park and makes the current site available for a dynamic use.

- 5.1.2 The Master Plan for Harry A. Nottingham Park, 2008 (Park Plan) also identifies the relocation of Town Hall from its current site (Appendix 4). A highly collaborative process, the Park Plan found that once Town Hall was relocated the current site should be made available to the growth of the park, park support facilities, parking and a performance stage.
- 5.1.3 The Planning Review & Update Harry A. Nottingham Park Master Plan, Swift Gulch Master Plan and Lot 5 Development Plan (Plan Review and Update) was developed in the fall of 2016 (Appendix 5). Town Council retained Stan Clauson and Associates to assist the community in review all Town-owned Mountain Vista Office Building for future uses. For Town Hall, the Mountain Vista Office Building was identified as a preferred site, followed by the Fire Station.

The Plan Review and Update expanded the opportunities for what could happen at the current Fire Station and Town Hall parcels, with adjoining parking lots and parks maintenance buildings. "Strong support was given at the Public Open House as well as in the Council work session for pursuing enhancements to the Park. The support was provided based on the understanding of the greater opportunity in costs of keeping Town Hall at its current location rather than providing community gathering spaces." Ideas on what would be an approximately 4.5 acre site included field expansion, convention center, mixed use structures, and live/work.

The Plan Review and Update is currently being evaluated by the Planning and Zoning Commission for recommendation to the Town Council as a master plan amendment.

5.2 Zoning/PUD Uses

No PUD amendment would be required for the Town to use the Property for a Town Hall.

The Town approved the Lot C PUD Development Plan on February 22, 2000. Allowed uses include retail stores, restaurants, hotels, financial institutions, professional offices and "additional uses determined to be similar to allowed uses in accordance with the intent of this zone district, to be approved by the zoning administrator." Town Hall use is essentially an office use and determining that Town Hall is an allowed use under the Lot C PUD Development Plan is within the discretion of the zoning administrator.

The only recognized difference in the Avon Development Code is under Table 28-2 where the off-street parking requirement for Commercial Office is three (3) spaces per 1,000 sqft and the off-street parking requirement for Governmental Services and Offices is four (4) spaces per 1,000 sqft. Parking requirements are discussed further in Section VII.

5.3 Subdivision

Acquisition will require a subdivision to create a practical consolidated lot that can be separated from the remainder of the Lot C PUD development and associated declarations. The lot proposed in provided in the Sales and Purchase Agreement. It is 10,840 square feet.

The proposed subdivision as depicted would include the areas around Lot 4 as well as a 10' setback on the north east and northwest sides of the building.

Sec. 7.16.070 of the Avon Development Code sets forth subdivision procedures. The recommended subdivision will not require public improvements; therefore, the minor subdivision process is applicable. ADC Sec. 7.16.070(d) (2). Minor Subdivisions only require one step approval by the Town Council, after conducting a public hearing, and may be approved by resolution or ordinance. The review criteria for both preliminary and final plat review apply to the minor subdivision process. The building is already constructed on the Property, therefore, the only real issue for consideration is compliance with parking requirements if the Property is purchased and separated from the on-site parking constructed to serve this Property.

SECTION VI PARKING REQUIREMENTS

6.1 Overview of Parking Requirements

Sec. 7.16.070 of the Avon Development Code states that the Development Code is applicable to federal, state, county and municipal governments to the extent permitted by law. Sec. 7.16.070(e)(1) states as the first review criteria that the proposed subdivision shall comply with all applicable use, density, development and design standards in the Development Code. As a result, parking requirements are outlined in Chapter 7.28 of the Avon Development Code and are applicable to Town Hall use of the building.

Table 7.28-2 states the parking requirement is 4 parking spaces per 1,000 square feet of gross floor area for:

- Public and Institutional Uses
- Community Services
- Government services, offices and facilities

<u>Available Parking Requirement Reductions</u> -The Director may determine that a proposed use represents a combination of uses i.e. Government office and community center or Town Hall and Rec Center and apply a 15% reduction.

6.2 Parking Requirements – No additional parking is needed

The Mountain Vista Office Building – 55 Spaces

The total gross floor area of the building is 16,273 square feet. The floor area is then reduced by 10% for the purpose of calculating parking requirements per Sec. 7.28.020(g) (3) which is 14,645 sq.ft. The Code requires 4 parking spaces per 1,000 sq.ft. for government services, which equals 59 parking spaces. 59 total parking spaces are required for Mountain Vista Lot 4. Sec. 7.28.020(g)(4)(ii) allows for the submittal of a parking demand study based on the Institute of Traffic Engineers Parking General Manual which can support further reduction of parking based on mixed uses and shared parking. Mixed-use projects can often support a further reduction of required parking by 15% based on this analysis. The Town Hall facility may be considered part of a mixed-use development grouping along with the Avon Recreation Center and Nottingham Park uses.

6.3 Long Term Parking, including Future Recreation Center Expansion

Recreation Center Expansion – 225 - 264 Spaces

The parking analysis for the existing Recreation Center and Phase 2 Expansion yielded a total demand for 225 - 264 spaces.

• Total Space Demand Projection: 274 – 321 Spaces

6.4 Parking: On-Site and Available in the Vicinity: 337 Spaces

- 35 parking spaces are provided in the lot immediately adjacent to the building (owned by the Town and zoned Public) and count toward the minimum required parking
- 25 on-street parking spaces are provided on W Benchmark Road immediately south of the building, but these may not be applied to count toward the parking requirement

- 84 parking spaces are available on the northeast side of the Recreation Center parking lot just west of the building across W Benchmark Road
- 39 additional parking spaces are available on the southwest side of the Recreation Center parking lot
- 39 on-street parking spaces are provided on both sides of Lake Street
- 23 parking spaces are available on the east side of the existing Town Hall building
- An additional 38 parking spaces are available on the west side of the existing Town Hall building
- 14 on-street parking spaces are available along W Benchmark Road on the south side of the Fire station
- 40 new parking spaces may be developed on Benchmark Road, south of The Seasons (Estimated cost \$250,000)

6.5 Alternative Parking Scenarios

Avon's Development Code has well detailed provisions for "off-site parking." Sec. 7.28.020(4) of the Development Code states that the required parking must be on same lot as the building served by the parking, "except as otherwise provided in this Section."

There are two options for off-site parking:

- 1. Sec. 7.28.020(h) allows off-site parking where the required parking is on a different lot than the lot which contains the building served by the parking if approved by a PUD and if the parking is within 500' of the building served.
- 2. Sec. 7.28.020(i) defines Public Parking Districts and Facilities and permits a "Public Parking District" to be defined and approved in the Avon Comprehensive Plan which may be owned by the Town. This option is easier and more straightforward to the nature of the project and surrounding Town property and allows the Town to establish a parking plan for the Town properties owned and designate this area a "Public Parking District". Staff finds this scenario to be a reasonable solution to meet the parking requirement and be in conformance with the Town's Development Code.

Recommendation

A total of 337 parking spaces may be designated in a Public Parking District based on the parking counts outlined above. The Town, therefore, should consider, at an appropriate time, a Comprehensive Plan update to define a "Public Parking District" comprised of Town properties that include the new Avon Town Hall, Recreation Center, Library, Nottingham Park, current Town Hall and Fire Station site.

SECTION VII RENOVATION & RELOCATION OPTIONS

7.1 Introduction

The Short Elliott Hendrickson, Inc. (SEH) report reviewed six planning options for three sites, including the existing Town Hall site, Fire Station site and the Mountain Vista Office Building. These options were reviewed by the Town Council at the August 26, 2015, presentation of the SEH report. The Council subsequently, through a series of work sessions reviewed the planning work facilitated with the Clauson and Associates, which provided options for the citing of the Police Department and Town Hall. On February 23, 2016, by motion and vote, the Town Council approved a ballot question for the relocation of the Police Department to the Joint Public Safety Facility at Buck Creek, in an amount not to exceed \$6.5M, with debt financing.

7.2 Town Hall Facility Location Options & Estimated Costs

Bringing the Avon Town Hall Facility Assessment and Space Needs Analysis, Planning Review and Update for Harry A. Nottingham Park Master Plan, Swift Gulch Master Plan, Lot 5 Development Plan together with the locational decision for the Police Department at Buck Creek, the following table summarizes the facility options and costs for the balance of Town Hall.

The lowest cost Town Hall option is acquisition of the Mountain Vista Office Building at \$1.5M, with final tenant improvements at \$3,091,173, for a total of \$4,591,173. When adding in the Police Department at Buck Creek, the total relocation of all Town Hall uses, with Town Hall at the Mountain Vista Office Building, is projected as the least cost option.

TOWN HALL FACILITY LOCATION OPTIONS & ESTIMATED COSTS

Administration, Human Resources, Clerk, Planning, Finance and Engineering Courtroom, Council Chambers, Meeting and Community Space

ITEM	Re	model Town Hall 15,500 SF		emolish Town Hall & Rebuild at Site 13,700 SF	Relocate to Mountain Vista Office Building 14,733 SF	F	Relocate to Fire Station 13,700 SF
TOTAL PROJECT	\$	4,695,744	\$	5,846,502	\$ 4,591,173	\$	5,837,989
Demolition for Construction	\$	378,376	\$	364,934	NA		NA
Demolition after Relocation		NA		NA	\$ 133,330	\$	133,330
Exterior Improvements	\$	322,879		NA	NA		NA
Interior Improvements	\$	2,385,375		NA	NA		NA
New Construction		NA	\$	3,448,000	\$ 1,999,630	\$	3,639,816
Site Improvements	\$	48,540	\$	134,893	\$ 14,823	\$	240,455
Sub-total Estimated Construction Cost	\$	3,135,170	\$	3,947,827	\$ 2,014,453	\$	4,013,601
General Contractor General Conditions - 5%	\$	156,759	\$	197,391	\$ 100,723	\$	200,680
Total Estimated Construction Costs	\$	3,291,929	\$	4,145,218	\$ 2,115,176	\$	4,214,281
Construction Contingency	\$	1,191,365	\$	1,493,334	\$ 765,492	\$	1,415,758
FF&E	\$	212,450	\$	207,950	\$ 210,505	\$	207,950
Total Building Estimated Costs	\$	4,695,744	\$	5,846,502	\$ 3,091,173	\$	5,837,989
Land + Shell Building Acquisition		NA		NA	\$ 1,500,000		NA
TOTAL ESTIMATED PROJECT COST	\$	4,695,744	\$	5,846,502	\$ 4,591,173	\$	5,837,989
Police Department at Buck Creek							
Land Acquisition & Project Costs		6,343,452	\$	6,343,452	\$ 6,343,452	\$	6,343,452
TOTAL ALL TOWN HALL DEPARTMENTS	\$	11,039,196	\$	12,189,954	\$ 10,934,625	\$	12,181,441

SECTION VIII BUILDING INSPECTION REPORT & STRUCTURAL ENGINEERING LETTER

8.1 Introduction

A commercial *Building Inspection Report*, dated April 21, 2014, was provided for the Town of Avon by Eagle Eye Home Inspections for the Mountain Vista Office Building. At that time, Points of Colorado repaired roof mounted forced air heating/cooling units, which were identified as a deficiency. Small minor repair items and entryway and sidewalk concrete slabs were accepted by the Town for Town repair. The Town also had two structural engineers review the building: Monroe & Newell (October, 2014) and KRM Consultants (December, 2014). Each firm independently concluded, based upon visual observation, the building to be in good structural condition. The building inspection report and structural engineering review were conducted again in February 2016.

8.2 Building Inspection Report - February 21, 2016

Eagle Eye Inspections conducted a thorough inspection of the building and found minor damage consistent with a building that is 15-years old. The inspection revealed two items related to the HVAC system: "North stairwell space heater fails to produce heat when thermostat is On" and "Outside/return air baffles are in varied positions (same position is expected when all thermostats are in one location and all settings are the same). Recommend further evaluation by an HVAC electronics technician." As staff believes replacement of the HVAC system as part of the interior finishing will be required after, it is not recommended that repairs be made. Considering, however, that there are at least two (2) months of winter left before the intended Closing and in the interest of avoiding any distraction that may arise from HVAC operating issues during the public review process, staff noticed and suggested to Points of Colorado that they inspect the current HVAC system and perform maintenance or repair, if necessary, so that it is fully operational until Closing. There is a small list of other maintenance items Town staff believes are minor and which Town should accept "as is". There are no other inspection issues that are of concern to the Town staff. The complete report is provided in Appendix 6.

8.3 Structural Observation – February 28, 2016

KRM Consultants updated their independent analysis of the structural integrity of the buildings first completed in December 2014. The firm did not find any changes to the structural soundness of the building and did not observe anything unusual that would lead to believe there is a structural concern with the building. The consultant noted that if the Town is concerned with any potential building settlement, a geotechnical engineer can be hired to conduct additional analysis. Staff is not recommending additional analysis because any ground settlement is expected to have already occurred due to the age of the building. The report is found in Appendix 7.

SECTION IX FUNDING & DEVELOPMENT SCHEDULE

9.1 Funding

8.1.1 Purchase of the Mountain Vista Office Building

The adopted 2016 Capital Projects Fund includes funds Assigned For: Town Hall Relocation/Renovation, in the amount of \$1.5 Million. (See Appendix 8)

8.1.2 Building Finishes

The SEH Avon Town Hall Facility Assessment and Space Needs Analysis projected all construction costs, FF&E and contingencies to be \$3,091,173. The Avon Urban Renewal Authority has available funding resources to finance the improvements. Tax increment bonds would be the expected debt approach.

Acquisition and building finishes do not require any new taxes or tax rate increases.

9.2 Development Schedule

Should Town Council approve the purchase of the Mountain Vista Office Building, the development schedule is projected as follows:

June 16, 2016 Real Estate Closing

June 21 Appointment of Design Committee

June 21 – November 1 RFQ for A&E, Design and Bid

December – May 1 Construction May 1, 2017 Move in

From: Angelo Loria <a.loria@comcast.net>

Subject: Skier Building Purchase Date: April 4, 2016 at 8:14:55 AM MDT

To: < breynolds@avon.org>, < jfancher@avon.org>, < jwolf@avon.org>, < mgennett@avon.org>, < mburch@avon.org>, < mburch@avon.org>,

<shymes@avon.org>

Avon Town Council,

It has come to my attention that some of the council members felt I incorrectly questioned the integrity of the Avon Town Council and management regarding the 2016 line item budget for the renovation or relocation of the current town hall. Now I can see that I was incorrect; as it is plain as day that the Avon Town Council and management had always planned to relocate town hall despite the outcome of the 2015 referendum. The council and management continued to plan for this relocation even after the 2015 referendum where the constituents voted 2-1 against purchasing this building. It is for this reason that I still question the integrity of the council and management.

I know that the council and management believe that the vote was just about financing due the way it was worded. This was the only wording that worked to provide for a legal referendum. When I was in the field getting signatures this was not just about financing but about purchasing the building. The constituents didn't want it! Yet the town council and management don't seem to care what the constituents want they are going to do what they want and purchase this building.

In August 2015, the town council and management orchestrated a Facility Assessment and Space Needs Study. This study provides an analysis of the Skier or Mountain Vista building which is not owned by the town. Again it is plain as day that the council and management wanted support for their plan to purchase this building against the vote of the constituents.

In the fall of 2015, town council and management orchestrated a Land Use Planning Review for Tract G. Again this analysis included the Skier or Mountain Vista building which is not owned by the town. Again we can see that this building was included to provide support for council and management's plan to purchase this building against the vote of the constituents. Now easy to see both the Facilities Assessment and Land Use Planning Analysis were just a cover to support the purchase of this building against the will of the constituents.

Furthermore, town council approved negotiations to take place prior to the upcoming election for the Public Safety building. This timing may jeopardize that upcoming election. It is obvious that no one else is interested in purchasing the Skier or Mountain Vista building so why would the council approve negotiations at that time. The Public Safety Facility was the plan of Chief Ticer and Chief Bauer but Chief Ticer will probably never see it finished as he is searching for employment elsewhere. My presumption is because of his harassment complaint against Virginia Egger our town manager. I can't believe the council would support Virginia Egger over a respected professional such as Chief Ticer.

The council instructed Virginia Egger to negotiate for the purchase of the skier or Mountain Vista building. Why would you not have hired a professional negotiator, after all that's who is representing the seller? A professional negotiator would have ensured that the town of Avon got the best deal and made both the council and management look better. Virginia's track record of negotiating is not very good, her first attempt ended up at \$3,200,000. This time she was instructed to not spend a penny more than \$1,500,000 and the contract is \$1,500,000. What kind of negotiating is that? Now if she came back with \$1,000,000 and Starwood got to put their name of the pavilion or if she came back with anything less than \$1,500,000 then I would give her some credit, but she didn't.

I find it interesting that the town council is putting a new town hall ahead of the Public Safety building once again. The Skier Building may be the cheapest alternative but it is not a perfect fit. It is much larger than what is required for town hall, so for the next 30 to 50 years, however long it remains our town hall, the constituents will be paying to heat, cool and maintain this additional space. The idea of putting a coffee shop, community center and public bathrooms in the additional space is questionable. If a coffee shop was economically feasible then there would already be one in the Seasons or Avon Center building which has more draw for a coffee shop than town hall. The public restrooms are needed in the park not on the Main Street Mall which has no one on it. If there were a need for a community center then we would see more requests to use the current town hall council chambers for these types of activities. So maybe spending a little more on a custom built building that would better accommodate town hall would be a better choice in the long run. A complete plan cannot be finalized until the May 3rd election outcome is known. Are the Fire District and Police Station going to move to Buck Creek? We still don't have a plan or cost estimates, just generalizations, on what would replace the current town hall, police station and fire station should they move. It seems like this is all being pushed through by the town council and management. What is the rush?

It is obvious that town council, or at least most of town council, is going to do what they want and not what the constituents want. But I would urge town council to take a step back and wait to see what the outcome of the May 3rd election is. Then evaluate the current town manager with the possibility of replacing her with someone that will better represent out town, promote our town and not run off our best employees, such as Chief Ticer. The council needs to make a plan based on the election outcome as they move Avon forward.

Sincerely, Angelo Loria

P.S. Sorry about the delay in responding but I got very ill after the last meeting I attended on March 8^{th} and was not able to respond.

From: Carroll Tyler [mailto:ctyler@slifer.net] **Sent:** Thursday, April 07, 2016 11:22 AM

To: Avon Council Web **Subject:** Community issues

Gentlemen and ladies, I am writing to support the construction of a new fire station and police facilities at the junction of Nottingham and Swift Gulch. I am also in favor of buying the Skier building at the new reduced price which is a bargain in today's market. These are positive improvements for all of Avon.

On a negative note: The appalling junk and debris that surrounds the Snow Lion complex on Nottingham Road is not only disgraceful but appears to be a health hazard. The HOA should insist that it be cleaned up.

Thank you for your consideration.
Carroll Tyler owner of 4737 Wildridge Road since 1994.

Carroll Tyler
Broker Associate, V.P. Marketing Vail
Slifer Smith & Frampton Real Estate
230 Bridge St., Vail
970-476-2421 x5762
ctyler@slifer.net
www.carrolltylerinvail.com

From: Brian Nolan [mailto:brian@group970.com]

Sent: Friday, April 08, 2016 10:57 AM

To: Virginia Egger

Cc: Buz Reynolds; Sarah Smith Hymes

Subject: issues

I will be absent from the valley the next few weeks.

I would like to say here that I am very comfortable with the council making decisions related to the:

- 1. The Skiier Building purchase and remodel. I am sure the budget will be less then portrayed to date and oversight will be heavy as not to exceed
- 2. The decision to move the Police and Fire Department I feel our elected leaders have spent an incredible amount of energy to make the right decisions and support your actions. All this while a few (one?) Avon resident continues to spew on with incorrect information. Great job on your part to continue to reach out to the whole community regardless of what position they take (meeting in Wildridige this past week)

Feel free to enter this into whatever you do with as public input – if that is possible

Brian Nolan

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(P) 970.845.0545 (F) 970.845.8444 (E) brian@group970.com

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TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council

From: Justin Hildreth, Town Engineer

Meeting Date: March 8, 2016

Agenda Topic: Second Reading and Public Hearing

Ordinance 16-03, Amending Chapter 3.08 of the Avon Municipal Code to Enact Section 3.08.037 to Provide a Temporary Sales Tax Credit for the Installation of

Renewable Energy Production Components

ACTION BEFORE TOWN COUNCIL

To review and approve, approve with changes, or deny Ordinance 16-03 regarding a sales tax credit on components for production of energy from renewable sources and to direct Staff to waive planning and building permit fees for such facilities.

PROPOSED MOTION

I move to approve Ordinance No. 16-03, An Ordinance Amending Chapter 3.08 of the Avon Municipal Code to Enact Section 3.08.037 to provide a Temporary Sales Tax Credit for the Components for Production of Energy from Renewable Sources and a waiver of planning review and building permit fees for renewable energy projects.

BACKGROUND:

At the November 8, 2015 Town Council meeting, Staff presented Ordinance 15-10, a sales tax credit for solar panel installations. Town Council did not approve the Ordinance, requesting additional information regarding other renewable energy programs and inquired about including all renewable energy sources to the ordinance. There are several programs available for residential homeowners interested in production of energy from renewable energy sources as outlined below:

Residential Federal Tax Credit: A taxpayer may claim a credit of 30% of qualified expenditures for a system that serves a dwelling unit located in the United States that is owned and used as a residence by the taxpayer. Qualified expenditures include labor costs for on-site preparation, assembly or original system installation, and piping or wiring to connect a system to the home.

State Sales Tax Exemption: The State of Colorado exempts sales taxes on components for Production of Energy from Renewable Energy Sources (C.R.S. §39-26-724) including but not limited to wind, solar thermal systems, and biogas production systems. The state sales tax exemption does not include solar photovoltaic or geothermal systems.

Holy Cross Rebates: Holy Cross Energy provides a substantial rebate program for installing energy efficient fixtures such as LED lights, timers, VFDs, insulation, windows, and solar water heaters. Holy Cross also has a rebate program for installing renewable energy power systems that includes back metering of excess electricity.

Energy Smart Program at Walking Mountains:

- Residential Program: All Town of Avon homeowners and renters have access to this program
 which provides subsidized or free (based on income) Energy Assessments that include safety
 testing and comprehensive home energy analysis, and installation of energy saving measures
 such as LED's, thermostats, and insulation. The program also provides access to incentives
 (rebates/financing) in order to assist homeowners with the installation of energy efficient
 improvements and photovoltaic systems.
- Commercial Program: Through a relationship with Holy Cross Energy, we are able to provide
 free energy coaching and assistance to small and medium sized businesses within the town
 of Avon. Services include site visits, bid reviews, contractor referrals, and assistance with
 applying for rebates to maximize and leverage all available rebates.
- Funding for these programs is provided by the Eagle County Eco-Build fund, similar to the new Avon Exterior Energy Offset Program (EEOP fund), and support from Holy Cross Energy.

Town of Avon Incentives: The Town recently adopted the EEOP to encourage the use of alternative renewable energy generation at developments using snowmelt systems. The EEOP imposes a \$16/SF fee on snowmelt systems unless 50% of the energy required is renewable energy generated on-site. The Town of Avon can implement several incentives programs to promote the production of renewable energy including waiving building permit fees and planning fees and rebating sales taxes on components of renewable energy systems. The attached Ordinance 16-03 proposes implementing these waivers and tax credits.

COMPLIANCE WITH COMPHREHENSIVE PLAN

Goal H.4 of the Avon Comprehensive Plan states a community goal to, "Conserve environmental resources to ensure their most efficient use." The Ordinance would provide a temporary financial incentive to promote the installation of energy from renewable sources by providing a temporary tax credit and waiving planning and permit fees. This temporary sales tax credit would apply to all components for production of renewable energy systems for residential, commercial, industrial and public facility uses. Renewable energy systems can include solar photovoltaic, solar thermal, wind and geothermal. The state provides a sales tax exemption for biogas systems but is not recommended for the Town of Avon because biogas systems are associated with large agriculture facilities which are not envisioned in the Town.

FINANCIAL IMPACT

In 2015, the Town issued four (4) building permits for the installation of solar panels. The tax credit for the installation of \$15,000 in solar panel materials would amount to a savings of **\$600** for the taxpayer. Assuming the average installation of solar panel materials is \$15,000 and there are four installations per year for a total sale of \$60,000 in materials then the sales tax credit would be **\$2,400**. The installation of \$200,000 in solar panel materials would result in a sales tax credit of **\$8,000**. Also, waiving of four planning permit fees at \$75/each and four building permit fees at \$150/each would total **\$900** per year of lost revenue.

EXHIBITS

Ordinance 16-03



AMENDING SECTION 3.08.050(3) OF THE AVON MUNICIPAL CODE TO EXEMPT GOVERNMENTAL INSTITUTIONS FROM SALES TAX ON CONSTRUCTION MATERIALS

WHEREAS, pursuant to C.R.S. §31-15-103 and §31-15-104, and pursuant to the home rule powers of the Town of Avon ("Town"), the Town Council has the power to make and publish ordinances necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of its inhabitants;

WHEREAS, the Town Council finds that the exemption of governmental institutions from sales tax on construction materials will reduce the cost the constructing and updating governmental institutions in Avon and will follow the State of Colorado sales tax exemption on construction materials for governmental institutions; and,

WHEREAS, approval of this Ordinance on First Reading is intended <u>only</u> to confirm that the Town Council desires to comply with the requirements of the Avon Home Rule Charter by setting a public hearing in order to provide the public an opportunity to present testimony and evidence regarding the application and that approval of this Ordinance on First Reading does not constitute a representation that the Town Council, or any member of the Town Council, supports, approves, rejects, or denies this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF AVON, COLORADO the following:

Section 1. Recitals Incorporated. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.

<u>Section 2.</u> <u>Section 3.08.050(3) Amended</u>. <u>Section 3.08.050(3) – Exempt taxpayers.</u> of the Avon Municipal Code is hereby amended by repealing Section 3.08.050(3) in its entirety and reenacting to read as follows:

"Nothing herein contained shall be deemed to exempt from the tax levied by this Chapter sales of building material or supplies to be used by a contractor for the construction of an improvement for any of the institutions or agencies enumerated in Subsection (2) above."

<u>Section 3.</u> <u>Codification Amendments</u>. The codifier of the Town's Municipal Code, Colorado Code Publishing, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Avon Municipal Code. The Town Clerk is authorized to correct, or approve the correction by the codifier, of any typographical error in the enacted regulations, provided that such correction shall not

substantively change any provision of the regulations adopted in this Ordinance. Such corrections may include spelling, reference, citation, enumeration, and grammatical errors.

Section 4. Non-severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid or enforceable, such invalidity or effect shall render the entire ordinance void and not effective, it being the intention of the Council that is this all provisions of this Ordinance are not severable and that Council would not have adopted this Ordinance if any provision of this Ordinance is invalid or not effective. As used in this Section, the term "provision" means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term "application" means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

Section 5. Effective Date. This Ordinance shall take effect thirty (30) days after the date of final passage in accordance with Section 6.4 of the Avon Home Rule Charter.

Section 6. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Avon, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 7. Publication. The Town Clerk is ordered to publish this Ordinance in accordance with Chapter 1.16 of the Avon Municipal Code.

[EXECUTION PAGE FOLLOWS]

INTRODUCED AND ADOPTED ON FIRST READING AND REFERRED TO PUBLIC HEARING on April 12, 2016 and setting such public hearing for May 10, 2016 at the Council Chambers of the Avon Municipal Building, located at One Lake Street, Avon, Colorado. BY: ATTEST: Jennie Fancher, Mayor Debbie Hoppe, Town Clerk ADOPTED ON SECOND AND FINAL READING on May 10, 2016. BY: ATTEST: Jennie Fancher, Mayor Debbie Hoppe, Town Clerk APPROVED AS TO FORM: Eric J. Heil, Town Attorney



TOWN COUNCIL REPORT

To: Honorable Mayor and Town Council

From: Debbie Hoppe, Town Clerk

Meeting Date: April 12, 2016

Agenda Topic: Resolution 16-13, A Resolution Delegating Authority to Appoint Election Judges to the

Avon Town Clerk

ACTION BEFORE COUNCIL

In anticipation of the Special Municipal Election on May 3, 2016, CRS 31-10-401 requires the Governing Body to appoint three election judges at least 15 days prior to the election, or to delegate to the Town Clerk the authority to appoint the election judges. Action requested at Tuesday's meeting is to delegate authority to the Town Clerk for judge appointments.

PROPOSED MOTION

I move to approve Resolution 16-13 to delegate authority to appoint election judges to the Avon Town Clerk and to authorize a lump sum payment of \$115.00 for each judge.

BACKGROUND

Requirements for the appointment of Election Judges:

Judges must be registered to vote in Colorado and be at least 18 years of age. They are not required to reside in or be a voter within the municipality. Election judges are required to be paid and the compensation is defined in Section 31-10-408 of the municipal election code. It states that judges shall receive full compensation, "not less than five dollars and not more than the maximum amount allowed by statute", as determined by the governing body.

CRS 31-10-404 - Acceptances. With each certificate of appointment transmitted by the clerk to the judges of election, there shall be enclosed a form for acceptance of the appointment. Each person appointed as an election judge shall file his or her acceptance in the office of the clerk within seven (7) days after the mailing by the clerk of the certificate of appointment and the acceptance form. Failure of any person appointed as a judge of election to file an acceptance within said seven (7) days shall result in a vacancy. Such vacancy shall be filled in the same way the original appointment was made.

Election Judge Duties for the May 3rd Mail in Ballot:

Open, read and count all ballots beginning at 1:00 p.m. on May 3, 2016.

Recommended Process for Selection by the Town Clerk and Compensation:

Staff is requesting the Town Council delegate to the Town Clerk the authority to appoint election judges by passing Resolution 16-13, which is attached. The recommended selection process for the election judges is as follows:

- Contact the Eagle County Clerk and Recorder for the list of qualified election judges.
- Week of April 11th Contact list of qualified judges
- Week of April 18th Interview and select based upon qualifications and availability
 - on the 3rd of May. Distribute Acceptance notices.
- Staff recommends lump sum compensation of \$115.00.



TOWN OF AVON, COLORADO RESOLUTION 16-13

DELEGATING AUTHORITY TO APPOINT ELECTION JUDGES TO THE AVON TOWN CLERK

WHEREAS, the Avon Town Council has referred a ballot issue to a special election to be conducted on May 3, 2016, which special election shall be conducted as a mail ballot election under the Colorado Municipal Election Code of 1965; and

WHEREAS, three election judges must be appointed at least fifteen days prior to the special election and Colorado Revised Statute §31-10-401 authorizes the Avon Town Council to delegate the authority to appoint election judges to the Avon Town Clerk; and

WHEREAS, the Avon Town Council finds that the delegation of such authority to appoint election judges to the Avon Town Clerk will promote the timely and efficient appointment of election judges; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF AVON, COLORADO, that the Town of Avon hereby delegates the authority to appoint election judges to the Avon Town Clerk.

ADOPTED APRIL 12, 2016.	
AVON TOWN COUNCIL	
BY:	Attest:
Jennie Fancher, Mayor	Debbie Hoppe, Town Clerk



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council

From: Jane Burden, Transit Director

Date: April 12, 2016

Agenda Topic: Bus Purchase Agreement with Gillig, LLC

ACTION BEFORE COUNCIL

The action before Council tonight is approval of the purchase Agreement between the Town of Avon and Gillig, LLC, for the purchase of a 29 foot bus. The Town of Avon was awarded a Federal 5339 Vehicle Replacement grant, in the amount of \$410,000 for the purchase of this bus.

PROPOSED MOTION

I move to approve the Bus Purchase Agreement between the Town of Avon and Gillig, LLC.

2016 BUDGET INFORMATION

Fully funded in 2016 Budget – Transit Enterprise Fund – Capital Outlay line item

BACKGROUND

The procurement for this vehicle was completed through the Colorado Mountain Purchasing Consortium, a group of local agencies providing mass transportation services and aligned for the purpose of coordinated purchase of transit buses. A request for proposal, which complied with federal guidelines for the purchase of transit buses, was issued in January of 2015 with selection of Gillig, LLC, as the successful respondent in March of 2015.

Colorado Mountain Purchasing Consortium PURCHASE AGREEMENT Between

Town of Avon – Avon Transit One Lake Street, PO Box 975, Avon, CO 81620

AND Gillig LLC

For **Quantity and Description**

PROPOSAL # CMPC-15-LTB-RFP

Awarded: July 13, 2015 by Eagle County Government P.O. Box 850 Eagle, Colorado 81631

PURCHASING AGREEMENT

Eagle County Award #CO-2015-353

Issued By: Eagle County P.O. Box 850 Eagle, CO 81631

Administered By:

Director of Transportation

Contractor: Gillig LLC

Address: 25800 Clawiter Road Hayward, CA 94545 WHEREAS, the Colorado Mountain Purchasing Consortium (CMPC) is a group of local agencies providing mass transportation services, who are aligned for the purpose of the coordinated purchase of large transit buses; and

WHEREAS, Eagle County led a solicitation on behalf of the CMPC and issued the Colorado Mountain Purchasing Consortium Request for Proposal for Project No. CMPC-15-LTB-RFP dated January 12, 2015 (the "RFP," a copy of which is incorporated herein by this reference and available for inspection in the offices of the ECO Transit Department), which complied with federal guidelines for the purchase of transit buses using state and/or federal grant dollars (the "Solicitation"); and

WHEREAS, <u>Gillig LLC</u> ("Manufacturer") submitted a proposal on March 23, 2015 (the "Proposal," a copy of which is incorporated herein by this reference and available for inspection at the offices of the ECO Transit Department) and was chosen as the successful respondent to the Solicitation for the bus length(s) identified by the CMPC; and

WHEREAS, <u>Town of Avon</u> ("Agency") is a participant in the CMPC and desires to purchase the below described make and model vehicle(s) from the Manufacturer in accordance with said Solicitation; and

WHEREAS, Manufacturer is authorized to do business in the State of Colorado and has the time, skill, expertise, and experience necessary to provide the vehicles as set forth below in paragraph 1 hereof; and

WHEREAS, this Purchase Agreement shall govern the relationship between the Manufacturer and Agency in connection with the procurement of said vehicles.

NOW, THEREFORE, in consideration of the foreclosing and following promises, Manufacturer and Agency agree as follows:

1. Equipment:

a. Manufacturer agrees to provide the following vehicles and associated components (hereinafter referred to as the "Equipment") as more specifically identified in the Agency Order which is attached hereto as Exhibit A, and incorporated herein by this reference:

Bus Size: 29 ft. Fuel Type: Diesel Quantity: One (1)

b. Manufacturer shall comply with all general requirements, conditions and terms as set forth in the RFP, including all approved deviations.

- c. In the event of any conflict or inconsistency between the terms and conditions set forth in Exhibit A, the RFP, or the Proposal, and the terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall prevail.
- d. Agency shall have the right to inspect all Equipment. Inspection and acceptance shall not be unreasonably delayed or refused. Agency may conduct acceptance tests on each delivered vehicle. These tests shall be completed within ten (10) business days after vehicle delivery and the Manufacturer will be notified by the 10th day if the vehicle has been accepted or needs additional work. The post-delivery tests shall include visual inspection and vehicle operations. Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. Agency shall record details of all defects and notify the Manufacturer of non-acceptance of each vehicle. The defects detected during these tests shall be repaired according to the procedures defined in Section 4: Special Provisions, SP. 1 of the RFP. In the event Agency does not accept the Equipment for any reason in its sole discretion, then the Manufacturer shall upon Agency's request and at no charge to Agency:
 - i. take the Equipment back;
 - ii. exchange the Equipment; or
 - iii. repair the Equipment.

2. Compensation:

a. Agency shall compensate Manufacturer for the Equipment in accordance with the rates shown in Exhibit A, and calculated as follows:

	<u>Unit Cost</u>	Total Cost
Purchase Description		
One (1) 29 ft. BRT Diesel Bus	\$415,365	\$415,365

- b. Payment will be made for Equipment satisfactorily delivered and accepted within thirty (30) days of receipt of a proper and accurate invoice from Manufacturer and when CMPC members receive required FTA/CDOT post-delivery paperwork. All invoices shall include detail regarding the Equipment and such other detail as Agency may request.
- c. If, at any time during the term or after termination or expiration of this Agreement, Agency reasonably determines that any payment made by Agency to Manufacturer was improper because the Equipment for which payment was made were not provided as set forth in this Agreement, then upon written notice of such determination and request for reimbursement from Agency, Manufacturer shall forthwith return such payment(s) to Agency. Upon termination or expiration of this Agreement, unexpended funds advanced by Agency, if any, shall forthwith be returned to Agency.

- d. Agency will not withhold any taxes from monies paid to the Manufacturer hereunder and Manufacturer agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement.
- e. Notwithstanding anything to the contrary contained in this Agreement, Agency shall have no obligations under this Agreement after, nor shall any payments be made to Manufacturer in respect of any period after December 31 of any year, without an appropriation therefor by Agency in accordance with a budget adopted by its governing body in compliance with Article 25, title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).

3. Schedule:

- a. The Equipment shall be delivered at a rate not to exceed five (5) vehicles per week Monday through Friday. No deliveries shall be made on weekends or holidays. Delivery of the Equipment shall be completed on or before 365 days from date of firm order provided written notification from the agency is received by the Manufacturer 480 days prior to delivery, with the exception of 2015 and 2016 vehicles as defined in the Best and Final Offer.
- b. Manufacturer and Agency agree that if delivery is not made within a maximum of 480 days, as liquidated damages (but not as a penalty) Manufacturer shall pay Agency one hundred dollars (\$100.00) per calendar day, per vehicle.
- c. The Manufacturer is required to work with the CMPC Program Administrator on all contract delay related issues, per Section 3: General Conditions of the RFP, G.C. 9.3. Finalized order dates are to be communicated to the CMPC Program Administrator to track adherence to delivery timeframe requirements. Notifications of any production delays that would result in late delivery or liquidated damages must be communicated by the Manufacturer to the Agency and CMPC Program Administrator per Section 4: Special Provisions of the RFP, SP 6.
- 4. Federal Grant Contract: The Parties acknowledge that Agency is a sub-recipient of a grant awarded by either/or the Federal Transit Administration (FTA) or the Colorado Department of Transportation (CDOT), which will be used to fund, in part, the procurement of this equipment. The CMPC estimates that approximately 60% of all CMPC contract amounts will be funded by the FTA and/or CDOT.
- 5. Documents: Manufacturer shall execute all documents required by Agency to transfer title of the Equipment to Agency as identified in Section 4: Special Provisions Table 1: Contract Deliverable of the RFP. Manufacturer shall provide copies of any instruction or operations manuals and shall further provide copies of any manufacturers' warranties associated with the Equipment as specified in the RFP, Section 4, SP 2.3.

- 6. Other Contract Requirements and Manufacturer Representations:
- a. Manufacturer has familiarized itself with the intended purpose and use of the Equipment to be provided hereunder, the intended use of such Equipment by Agency, and with all local conditions, federal, state and local laws, ordinances, rules and regulations that in any manner affect cost, progress, or Equipment.
- b. Manufacturer will make, or cause to be made, examinations, investigations, and tests as he deems necessary for the performance of this Agreement.
- c. The fact that the Agency has accepted or approved the Equipment shall not relieve Manufacturer of any of its responsibilities. Manufacturer represents and warrants that it has the expertise and personnel necessary to properly perform the terms of this Agreement. Manufacturer shall provide appropriate supervision to its employees to ensure the performance in accordance with this Agreement. Manufacturer will provide the Equipment and any associated services in a skillful, professional and competent manner and in accordance with the standard of care applicable to Manufacturers supplying similar equipment and services.
- d. Manufacturer warrants merchantability and fitness of the Equipment for its intended use and purpose.
- e. Manufacturer agrees to provide the standard manufacturer and component warranties as stated in Section 7: Warranty Provisions, of the RFP unless any accepted deviations to Section 7 were accepted by the CMPC as part of the initial proposal or Best and Final Offer proposal for each vehicle purchased under this Purchase Agreement. All accepted deviations are included in the Eagle County Contract Exhibit B. All extended warranties as provided in CER. 8 Price Proposal Form accepted by the CMPC for each bus length awarded are referenced in the Eagle County Contract Exhibit B.
- f. Manufacturer warrants that title to all Equipment shall pass to Agency either by incorporation into the Agency facility or upon receipt by Manufacturer of payment from Agency (whichever occurs first) free and clear of all liens, claims, security interests or encumbrances. Manufacturer further warrants that Manufacturer (or any other person performing Work) purchased all Equipment free and clear of all liens, claims, security interests or encumbrances. Notwithstanding the foregoing, Manufacturer assumes all risk of loss with respect to the Equipment until the equipment has been delivered. The Agency shall assume risk of loss of the bus on delivery after satisfactory initial delivery inspection. Prior to this delivery, the Manufacturer shall have risk of loss of the bus, including any damages sustained during the delivery regardless of the status of title or any payments related to the bus. Drivers shall keep a maintenance log en route, and it shall be delivered to the Agency with the bus. If the bus is released back to the Manufacturer for any reason, then the Manufacturer has the risk of loss upon such release.

- g. Within a reasonable time after receipt of written notice, Manufacturer shall correct at its own expense, without cost to Agency, and without interruption to Agency as defined in Section 7:
- i. Any defects in Equipment which existed prior to or during the period of any guarantee or warranty provided in this Agreement; and
- ii. Any damage to any property caused by such defects or the repairing of such defects.
- h. Guarantees and warranties shall not be construed to modify or limit any rights or actions Agency may otherwise have against Manufacturer in law or in equity.
- i. Manufacturer agrees to work in an expeditious manner, within the sound exercise of its judgment and professional standards, in the performance of this Agreement as outlined in the RFP, Section 7, WR 2.2. Time is of the essence with respect to this Agreement.
- j. This Agreement constitutes an agreement for performance by Contractor as an independent Contractor and not as an employee of Agency. Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between Agency and Manufacturer except that of independent Manufacturer. Manufacturer shall have no authority to bind Agency.
- k. Manufacturer represents and warrants that at all times in the performance of the Agreement, Manufacturer shall comply with any and all applicable laws, codes, rules and regulations.
- l. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all other agreements or understanding between the parties with respect thereto.
- m. Manufacturer shall not assign any portion of this Agreement without the prior written consent of the Agency. Any attempt to assign this Agreement without such consent shall be void.
- n. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns and successors in interest. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely for the parties, and not to any third party.
- o. No failure or delay by either party in the exercise of any right hereunder shall constitute a waiver thereof. No waiver of any breach shall be deemed a waiver of any preceding or succeeding breach.

- p. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.
- q. The signatories to this Agreement aver to their knowledge no employee of the Agency has any personal or beneficial interest whatsoever in the Equipment described in this Agreement. The Manufacturer has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Agreement and Manufacturer shall not employ any person having such known interests.
- r. The Manufacturer, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) to the extent applicable shall comply with C.R.S. 24-76.5-103 prior to the effective date of this Agreement.
- s. Any and all claims, disputes or controversies related to this Purchase Agreement, or breach thereof, shall be litigated in the Colorado District Court for the county in which Agency is located, which shall be the sole and exclusive forum for such litigation. This Agreement shall be construed and interpreted under and shall be governed by the laws of the State of Colorado.
- 7. Contract Documents: 1) Purchase Agreement
 - 2) Exhibit A, Agency Order
 - 3) The RFP
 - 4) Manufacturer Proposal and related BAFO

which are agreed to by Manufacturer, incorporated herein by this reference, and collectively referred to as "Contract Documents." The Contract Documents may only be altered, amended, or repealed by written amendment. The intent of the Contract Documents is to include all items, components and services necessary for the proper sale and delivery of the Equipment. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. The Contract Documents are listed in order of priority. If a conflict exists in the terms of any of the Contract Documents, the document with a higher priority shall control.

8. Manufacturer's Agreement: Gillig LLC agrees to provide the equipment identified above and in the Purchasing Agreement for the consideration stated herein. The offer to provide the equipment identified above is hereby accepted as offered in the proposal in response to # CMPC-15-LTB-RFP, in accordance with the Contract Documents.

Gillig, LLC:	CMPC Member Agency – Town of Avon:	
By: Representative	By:Agency Representative	
Title	Title	
Date:	Date:	



AVON TOWN HALL, ONE LAKE STREET

1. CALL TO ORDER & ROLL CALL

Mayor Fancher called the meeting to order at 5:05 p.m. A roll call was taken and Council members present were Jake Wolf, Buz Reynolds, Matt Gennett, Megan Burch, Scott Prince and Sarah Smith Hymes. Also present were Town Manager Virginia Egger, Town Attorney Eric Heil, Town Engineer Justin Hildreth, Police Chief Bob Ticer, Recreation Director John Curutchet, Human Resources Director Lance Richards and Town Clerk Debbie Hoppe.

2. APPROVAL OF AGENDA

There were no changes to the agenda.

3. PUBLIC COMMENT

Michael Cacioppo commented

4. Presentation of a Proclamation for One Book One Valley (Mayor Jennie Fancher)

START TIME: 00:07:30

5. PRESENTATION OF A CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING (CAFR) TO ASSISTANT TOWN MANAGER SCOTT WRIGHT AND FINANCE MANAGER VALERIE BARRY ON BEHALF OF THE FINANCE DEPARTMENT (MAYOR JENNIE FANCHER)

START TIME: 00:14:10

6. ACTION ITEMS

START TIME: 00:18:38

6.1. REVIEW AND ACTION ON RESOLUTION 16-09 IN SUPPORT OF EAGLE RIVER FIRE PROTECTION DISTRICT BALLOT QUESTION A (MAYOR JENNIE FANCHER)

Michael Cacioppo and Jennifer Cartmell-Hays commented.

Councilor Gennett moved to approve Resolution 16-09 in support of Eagle River Fire Protection District Ballot Question A with the correction noted by Councilor Smith Hymes; Councilor Reynolds seconded the motion and it passed unanimously by those present.

6.2. MOTION TO CONTINUE THE PUBLIC HEARING FOR THE SECOND READING OF ORDINANCE 15-11, AN ORDINANCE AMENDING THE AVON MUNICIPAL CODE TABLE 7.16-1 AND SECTION 7.16.060(H)(1) CONCERNING AMENDMENTS TO WILDRIDGE PUD APPLICATIONS (PLANNING DIRECTOR MATT PIELSTICKER)

Mayor Fancher opened the Public Hearing and no comments were made. Mayor Pro Tem Wolf moved to continue the Public Hearing and Second Reading of Ordinance 2015-11 to the April 12, 2016 Town Council meeting; Councilor Gennett seconded the motion and it passed unanimously by those present.



AVON TOWN HALL, ONE LAKE STREET

6.3. MOUNTAIN STAR WATER TANK

START TIME: 00:27:06

6.3.1. **Public Hearing** on Resolution 16-06, A Resolution adopting findings that the Mountain Star Tank property Annexation Petition is eligible for Annexation (Town Attorney Eric Heil)

Mayor Fancher opened the Public Hearing and no comments were made. Councilor Reynolds moved to approve Resolution 16-06, finding that the Mountain Star Water Tank site property is eligible for annexation; Councilor Smith Hymes seconded the motion and it passed unanimously by those present.

6.3.2. FIRST READING OF ORDINANCE 16-04, AN ORDINANCE APPROVING THE ANNEXATION OF THE MOUNTAIN STAR TANK PROPERTY (TOWN ATTORNEY ERIC HEIL)

Mayor Pro Tem Wolf moved to approve Ordinance 16-04 annexing the Mountain Star Water Storage Tank site property on first reading; Councilor Gennett seconded the motion and it passed unanimously by those present.

6.3.3. FIRST READING OF ORDINANCE 16-05, AN ORDINANCE APPROVING A COMPREHENSIVE PLAN AMENDMENT AND THE ZONING OF THE MOUNTAIN STAR TANK PROPERTY IN THE PUBLIC FACILITIES ZONE DISTRICT (TOWN ATTORNEY ERIC HEIL)

Mayor Fancher opened the Public Hearing and no comments were made. Councilor Reynolds moved to approve Ordinance 16-05 approving amendments to the Town of Avon comprehensive plan and rezoning application for the Mountain Star Tank site property on first reading; Councilor Gennett seconded the motion and it passed unanimously by those present.

6.3.4. Review and Action on the 2016 Capital Project Implementation Agreement Between the Upper Regional Water Authority, The Mountain Star Association and the Town of Avon specifically Concerning the Construction of a New 270,000 Gallon Potable Water Storage and Delivery Tank (Town Attorney Eric Heil)

Jason Cowles commented.

Councilor Prince moved to approve the 2016 Capital Project Implementation Agreement between the Upper Eagle River Regional Water Authority, the Mountain Star Association ("MS") and the Town of Avon specifically concerning the construction of a new 270,000 gallon portable water storage deliver tank with the one amendment that Town Attorney Eric Heil has added; Councilor Smith Hymes seconded the motion and it passed unanimously by those present.

6.4 FIRST READING OF ORDINANCE 16-03, AMENDING CHAPTER 3.08 OF THE AVON MUNICIPAL CODE TO ENACT SECTION 3.08.037 TO PROVIDE A TEMPORARY SALES TAX CREDIT FOR THE INSTALLATION OF RENEWABLE ENERGY COMPONENTS (TOWN ENGINEER JUSTIN HILDRETH)

Councilor Smith Hymes moved to approve Ordinance 16-03, An Ordinance Amending Chapter 3.08 of the Avon Municipal Code to Enact Section 3.08.037 to provide a Temporary Sales Tax Credit for the



AVON TOWN HALL, ONE LAKE STREET

Components for Production of Energy from Renewable Sources and a waiver of planning review and building permit fees for renewable energy projects; Mayor Pro Tem Wolf seconded the motion and it passed unanimously by those present. Councilor Reynolds abstained from the vote.

6.5 FIRST READING OF ORDINANCE 16-06, APPROVING A PURCHASE AND SALE AGREEMENT OF THE PHASE 1B OFFICE BUILDING, MOUNTAIN VISTA RESORT SUBDIVISION (TOWN ATTORNEY ERIC HEIL) Michael Cacioppo commented.

Councilor Reynolds moved to approve Ordinance 16-06 Approving a Purchase and Sale Agreement for the Mountain Vista Office Building; Councilor Smith Hymes seconded the motion and it passed on a 5 to 2 vote. Councilor Prince and Councilor Gennett voted no.

6.6 CONSENT AGENDA

START TIME: 01:37:45

- 6.6.1 RESOLUTION 16-07 APPROVING EASEMENTS FOR THE METCALF BIKE CLIMBING LANE CONSTRUCTION PROJECT (TOWN ATTORNEY ERIC HEIL)
- 6.6.2 MINUTES FROM MARCH 8, 2016 MEETING (TOWN CLERK DEBBIE HOPPE)

 Councilor Gennett moved to approve the consent agenda; Councilor Reynolds seconded the motion and it passed unanimously by those present.

7. WORK SESSION

START TIME: 01:39:51

7.1. REVIEW AND DIRECTION IN REGARDS TO ALLOWING ONE OR MORE FOOD TRUCKS TO OPERATE ON TOWN PROPERTY AND RIGHT-OF-WAYS; AND, TO ALLOW ONE OR MORE MOBILE VENDOR CARTS TO OPERATE AT NOTTINGHAM PARK AT DESIGNATED LOCATIONS

(FESTIVAL AND SPECIAL EVENTS DIRECTOR DANITA DEMPSEY)

Michael Cacioppo and Dan Purtell commented.

Councilor Prince left the meeting at 7:36 p.m.

7.2. REVIEW AND ACTION ON A REQUEST TO SET A DATE FOR A TOWN CLEAN-UP DAY ON MAY 14TH AND FUNDING OF \$3,500 (COUNCILORS MEGAN BURCH AND SARAH SMITH HYMES)

Mayor Pro Tem Wolf moved to approve the date of May 14th for an all Town Clean-up Day and to authorize the expenditure of \$2,500 from the General Fund - Community Picnic line item, plus an additional \$1,000 from the General Fund Contingency, for expenses; Councilor Gennett seconded the motion and it passed unanimously by those present. Councilor Prince was absent.

8. WRITTEN REPORTS

8.1. MONTHLY FINANCIALS (BUDGET ANALYST KELLY HUITT)



AVON TOWN HALL, ONE LAKE STREET

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۵.	$\boldsymbol{Committee}$	MEETING UPDATES:	COUNCILORS AND MAYOR

START TIME: 02:49.30

9.1. COLORADO ASSOCIATION OF SKI TOWNS (MAYOR JENNIE FANCHER)

- 10. MAYOR & COUNCIL COMMENTS
- 11. ADJOURNMENT

There being no further business to come before the Council, the regular meeting adjourned at 7:58 p.r		
	RESPECTFULLY SUBMITTED:	
	Debbie Hoppe, Town Clerk	
APPROVED: Jennie Fancher Jake Wolf Matt Gennett Megan Burch Albert "Buz" Reynolds Scott Prince		
Sarah Smith Hymes		



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council

From: Virginia C. Egger, Town Manager

Date: April 12, 2016

Agenda Topic: Town Avon 2016-2017 Strategic Plan – 1st Quarter Status Report

SUMMARY:

Resolution 15-16, which adopted the Town of Avon 2016-2017 Strategic Plan, required that quarterly updates be presented to the Town Council. Please find attached the 1st Quarter State Report, which details efforts, over the period, on the prioritized strategies in the plan.

I believe the Council will find that the *Strategic Plan* is an effective guide for staff, and, thereby, for the community to bring focus, funding and work direction to meet the near and longer term vision and needs of the Town of Avon. The *Strategic Plan*, of course, does not account for all direction by the Town Council or unforeseen needs or opportunities and activity for staff work or Council agenda items, but does set forth major undertakings through the two year planning horizon.

Significant success in most Tier 1 priorities are summarized in the *Report*, with work progressing as staff resources are available on Tier 2 and on-going strategies. Please let me know if you would like more detailed information on the Update.

ATTACHMENT:

Town of Avon 2016-2017 Strategic Plan - 1st Quarter Status Report

TOWN OF AVON 2016-2017 STRATEGIC PLAN

1st QUARTER STATUS REPORT



Adopted by the Avon Town Council

Resolution 15-16, Series of 2015 October 13, 2015

Purpose of the Strategic Plan

The Strategic Plan is developed and adopted to guide decision-making and provide the structure for ensuring investments and programs reflect Council priorities in achieving the vision and adopted plans of the Town of Avon. This work of the Council has been done since 2013, when the Town's first Strategic Plan was developed and adopted at regular Council meetings, with meeting notice.

In July of 2015, the Town Council provided the opportunity for residents and businesses to identify the most important issues in the Town through civic engagement outreach at open houses. The outreach was specific to the development of a community survey, which was distributed to all residential households and businesses in Avon on August 3, 2015. Results were presented to Council on September 22, 2015. The results have aided the Council in identifying priorities over the next several years and have provided information as to other methods to engage the public in the vision and strategic planning of the Town.

The Strategic Plan is updated each year to reflect dynamic change, as may be needed, and to present to the Avon community the important work planned by the Town over the planning period.

- The following section presents the *Strategic Plan* Vision, which provides a dynamic overview describing the way of life in Avon, the values the community holds and serves as a comprehensive statement regarding the focus and directed outcomes of the Town's work.
- From the Strategic Plan Vision, four key outcomes have been identified to set the prioritized work of the Town. The four outcomes, with successes, challenges and strategies to achieve each vision are detailed, resulting in a Strategic Plan.
- Once the Strategic Plan is adopted, a budget is prepared to meet the multi-year program, followed by each department submitting a business work plan to the Town Manager identifying the timing and process for implementing each strategy. Progress on the work plans are monitored to ensure outcomes are met.

Strategic Plan Vision

"... To provide a high quality of life, today and in the future, for a diversity of people and interest, and to promote their ability to live, work, visit and recreate in the community."

TOWN OF AVON COMPREHENSIVE PLAN, REVISED MARCH - 2008

The Town of Avon, surrounded by natural beauty, is today a strong community, which will maintain a focus on families and workers, and that will build on its strengths to become a nationally and internationally recognized year-round mountain resort community. Committed to providing a high level of municipal services for our citizens and visitors, and the stewardship of our natural resources, Avon will expand its cultural, recreational and educational offerings in partnership with our broader community and regional public and private sector agencies, thereby ensuring sustained economic vitality and a vibrant community experience.

Recent resort-oriented accommodations projects in Avon are of a higher standard than the Town attracted at its founding and in its early years. It is this superior level of quality development that Avon believes will be its comparative advantage in the future, and, therefore, will work to attract and promote these types of developments by ensuring Town plans and incentives are constructed in a manner which provides the development community clear and timely information; and by steadfastly maintaining a professional and solution-oriented municipal business.

The Town will continue to value and support our full-time and part-time resident population by providing an exceptional level of municipal services and by working to retain existing businesses as the Town seeks to expand its retail and commercial base, while fostering our sense of community through both our spirit and the built environment. The importance of vibrancy and activity within the Town will be supported by attracting an array of new and diverse cultural and recreational events to Avon which are in concert with the values of our community and serve to nurture a cohesive sense of place and public.

It is the Town of Avon's elected officials and staff **commitment to fiduciary responsibility**, effectiveness and efficiency in providing government services and a practiced belief in **open and transparent governance** that will lead the successful implementation of this vision for the growth and development of Avon.

SUPPORT A STRONG COMMUNITY, BUILDING ON STRENGTHS AS A YEAR-ROUND MOUNTAIN RESORT COMMUNITY

The Town will continue to value and support our community through a strong and diverse economy, attentive to business retention and proactively partnering with the private sector to expand Avon's retail and commercial base. The Town's commitment to planning for future growth; openness to new community development trends; and, recognition of private property interests and the costs of doing business with the Town, sets forth a dynamic relationship for the successful construction of the built environment and business growth.

RECENT SUCCESSES

MEDICAL OFFICE BUILDING NEGOTIATION, APPROVAL & BUILDING PERMIT - AVON ROAD SAFETY IMPROVEMENTS FOR PEDESTRIANS AND BIKES - ELEMENTARY SCHOOL STREET SAFETY IMPROVEMENTS - DEVELOPMENT OF WALKABILITY PLAN & WAYFINDING IMPROVEMENTS - BUFFALO RIDGE BUS SERVICE - BUS SHELTER PLANNING & FUNDING - STREET & PUBLIC LOTS PARKING PROMOTION - BRAND PLATFORM ADOPTED MARKETING RFP DISTRIBUTED - REGIONAL AND KEY STAKEHOLDER MEETING PARTICIPATION

CURRENT CHALLENGES

SHORTAGE OF AFFORDABLE LOCAL HOUSING FOR WORKERS & SENIORS - FEW HOUSING OWNERSHIP OPPORTUNITIES - CHANGING DEMOGRAPHICS OF THE SKI INDUSTRY & INCREASED COMPETITION

STRATEGIES

Tier 1 Priorities

- Update the comprehensive plan, including demographic data update and consideration of policy support for the millennial generation and seniors IN PROGRESS – Significant work on the plan update has been delayed until the PZC seats are filled and an orientation process is completed.
- Develop diverse options for local working housing through public private partnerships; study successful models in other resort communities IN PROGRESS - A visit to the City of Aspen was completed; have attended housing meetings hosted by Eagle County and begun conversations on deed restricted housing "client" services being centralized at the County.
- Invest in multi-modal improvements prioritizing walkability and bicycle use on streets, with transit, parking and wayfinding IN PROGRESS The design of Beaver Creek Boulevard from Beaver Liquors to Lake Street, with construction scheduled in 2017, is underway; wayfinding signage being planned; evaluation of transit with Beaver Creek set for spring discussions
- Complete Wildridge design guidelines to address constraints and neighborhood compatibility
 FINAL COUNCIL ACTION SCHEDULED FOR MEETING: APRIL 12

Tier 2 Priority NO ACTION HAS YET BEEN TAKEN ON THESE STRATEGIES

Map railroad right-of-way and Town easements to evaluate transportation options

2016-17 STRATEGIC PLAN October 13, 2015

- Work with local merchants on a bike sharing program
- Evaluate the pros and cons of zoning Wildridge
- Conduct a survey in the Wildridge development to assess interest in transit ridership, including but not limited to days and hours of operation

On-going

- Maintain a strong partner relationship with our business community, developers, Vail Valley Partnership
 and the Vail Leadership Institute Business meeting planned for Spring 2016; communication and
 outreach occurs topic by topic
- Throughout the year, Liaison Appointees and Town Manager will meet with respective principals for developments in the Town of Avon to discuss current issues, development needs and opportunities Meeting this strategy proactively

PRESERVE & ENHANCE THE NATURAL ENVIRONMENT

Maintaining a strong foundation for the stewardship of Avon's natural resources is a top commitment by the Town. Avon will promote sustainability through the funding of programs and projects to protect the Town's and the regions clean waters and clean air.

RECENT SUCCESSES

WATER AUTHORITY MASTER PLAN COMPLETED -AVON & POST BLVD ROAD IMPROVEMENTS/ WATER CONSERVATION - IBC/WILDLAND FIRE UPGRADE -WILDLAND FIRE MODULE IN WILDRIDGE

CURRENT CHALLENGES

POTENTIAL COLORADO WATER COMPACT CALLS & SHORTAGES - WILDFIRE POTENTIAL - POTENTIAL LONG-TERM DROUGHT IMPACTS - EAGLE RIVER PROTECTION - CLIMATE CHANGE - RESOURCE COST ESCALATION

STRATEGIES

Tier 1 Priorities

- Within the Council membership, develop succession knowledge of water rights and understandings in the Water Master Plan Agreement so that institutional history and relevant facts are retained and serve as the basis for future domestic water decisions ON-GOING – May 10th meeting will be a work session with the UERWA
- Participate with Water Authority representatives to develop a program and policy for the accounting and dedicated use of unallocated water held by the Authority IN PROCESS
- Partner with ERFPD on wildfire protection, methods and education Reviewed with Fire Chief Karl Bauer on April 5th; proactive education and, pending fire season civic outreach
- Continue with the Water Authority, Avon representatives and Mountain Star residents to reach resolution of the Mountain Star water tank, fire flow, and system delivery issues FINAL COUNCIL ACTION SCHEDULED FOR MEETING: APRIL 12TH
- Amend the Town's landscape code to more effectively replace vegetation which has been removed
 Work not yet commenced due to staff position opening

Tier 2 Priorities No activity except as noted

- Process Annexation and Zoning applications, including surveying and public notification requirements, for the 85.99 acre "Village Parcel" deeded to Town through the Eagle Valley Land Exchange of 2013
- Evaluate climate action plan/adaptation needs for public and private properties
- Evaluate waste reduction options
- Resolve Avon Drinking Water Facility fenced area for ownership and/or lease to the Water Authority;
 and, in the interim, remediate liability concerns
 - Agenda item for UERWA May 10th meeting with Council

 Assess the Town's public tree stock in the park and in right-of-ways for timely replacement Assessment begun

On-going

Participate as a member of the Urban Run-off Group to evaluate and support, as appropriate, needed
 Eagle River improvements Town Engineer Justin Hildreth represents the Town

DEVELOP INCLUSIVE & DIVERSE ECONOMIC, EDUCATIONAL & CULTURAL OPPORTUNITIES

The importance of vibrancy and activity within the Town will be supported by partnering with existing special events and attracting an array of new and diverse cultural, educational and recreational events to Avon, which meet the Town's brand and are in concert with the values of our community and serve to nurture a cohesive sense of place and public.

RECENT SUCCESSES

PAVILION COMPLETION & DIVERSE ACTIVATION - MAIN STREET MALL COMPLETION & ACTIVATION - 2015 CHAMPIONSHIPS APRES AVON & AUDI SUCCESS - WEST AVON MULTI-USE TRAILS CONSTRUCTED & MAINTAINED - MALL MOBILE CART PROGRAM - SOLICITATION FOR 3RD PARTY PAVILION CONTRACTOR - RECREATION CENTER UPGRADES - PLAYGROUND RFP – MARKETING PLAN RFP

CURRENT CHALLENGES

IDENTIFYING & NURTURING A DIVERSE & SUSTAINABLE YEAR-ROUND SCHEDULE OF CULTURAL EVENTS - SUMMER REVENUE, WHEN MEASURED BY SALES TAX, LAGS WINTER RECEIPTS.

STRATEGIES

Tier 1 Priorities

- Fund a diverse program of vibrant arts, educational, cultural and recreational offerings at the Pavilion & Mall Presented to Town Council on January 26th the array of festivals and events for 2016, including three new multi-day events at the Pavilion and programming for the mall – all receiving funding; continue to vet proposals and solicit activity on an on-going basis
- Upgrade and relocate the Nottingham Park Playground, prioritizing this project for a 2016 GOCO grant application IN PROGRESS – Design work is underway with community engagement; a grant will be applied for with construction planned for 2017
- Update the Avon Trails Plan to provide a comprehensive, prioritized soft and hard trails plan, including trail
 connectivity; pursue grant funding IN PROGRESS A draft of the updated Trails Master Plan is scheduled for
 delivery in early May; adoption is scheduled for June after public comment and revisions; new trail
 construction is slated for mid to late summer 2016 based upon the plan priorities
- Develop and fund an effective marketing plan for civic engagement, Avon's events, revenue-generating programs, vacation amenities (including lake, beach, and trails), and promoting Avon as a place to play, work and live. The plan will evaluate the use of social media, website and print media. Reaching all segments of the population is paramount, including but not limited to residents, visitors, the younger generation and Hispanic population. IN PROGRESS Plan in development phase with community steering committee; final marketing plan expected to be completed and ready for implementation by June 1st.

Tier 2 Priorities

Provide needed improvements to Whitewater Park, its parking and access
 Scheduled for Fall, 2016

- Support regional World Class events and the Walking Mountains School On Going
- Build photo monuments around the commercial core to memorialize Avon's history
 Not funded at this time
- Work to keep and maintain the Hahnewald Barn on site Supporting informational needs of a citizen effort
- If possible, find a new location for Blacksmith Barn Evaluating Red House site open space with owner
- As appropriate, share the results of the Community Survey with potential business interests in terms of types
 of businesses and services desired in Avon

On-going

 Maximize the grant resources available through potential sources available such as through the Office of Economic Development and International Trade, including its new Outdoor Industry Recreation Office; a Scientific & Cultural Facilities District, and Department of Local Affairs On going

PROVIDE A RESPONSIVE, CUTTING-EDGE & EFFECTIVE GOVERNMENT

Ensure that Town government is managed and operated as a "competitive" business and in a manner which is client-focused and solution-oriented, meeting the highest standards of fiduciary responsibility, implementing best practices, and using Town resources effectively and efficiently in each department. Provide for the development of capital projects, which support the community-resort economy, and promote the Town brand through a five-year capital investment plan, utilizing appropriate funding mechanisms such as pay-as-you-go, new mill levy and/or current tax receipt long-term debt. Support a work culture that is flexible, innovative and resilient to change

RECENT SUCCESSES

COUNCIL STRATEGIC PRIORITY DIRECTION/PLAN BALANCED BUDGETS/RESERVES MAINTAINED RESPONSIVENESS FOR WYNDHAM AND MEDICAL
OFFICE BUILDING REVIEWS - COMMUNITY SURVEY CIVIC ENGAGEMENT PROGRAMS - TOWN HALL STUDY
COMPLETED - DEFFERED MAINTENANCE FUNDING EXPENDITURE SAVINGS FROM ORGANIZATIONAL
RESTRUCTURING, IMPLEMENTATION OF POWERPLAN
RFP SOLICITATION FOR TRACT G

CURRENT CHALLENGES

FUNDING FOR TOWN HALL/PUBLIC SAFETY FACILITY -FUNDING FOR OTHER CAPITAL PROJECTS - CIVIC ENGAGEMENTOUTREACH CHALLENGES - LABOR FORCE COMPETITION - COMPETING FOR GRANTS FOR PUBLIC PROJECTS

STRATEGIES

Tier 1 Priorities

- Determine location(s), costs and financing plans for the Town Hall and Police Department
 Action before Town Council for Town Hall on April 12th and May 3rd ballot for Police Department
- Maintain Town infrastructure, including all buildings, roads, parks, preserves and trails; appropriating deferred maintenance funds as required, and seeking long term debt approval, when appropriate
 ON-GOING Additional budget supplement on April 12th agenda

Tier 2 Priority

 In a collaborative work group, with Eagle County, its municipalities and major metropolitan districts, review Eagle County's revenues and expenditures apportionment Programmed in 3rd quarter

On-going All strategies consistently met except as noted

- Provide strategic Council leadership, consistently practicing open and transparent government
- Maintain and consistently evaluate a strong civic engagement program, including ad hoc committees, a bi-annual community survey, volunteerism program, etc.
- Maintain fund balances, contingency and reserves to guarantee a fiscal position that is resilient to economic fluctuations; transfer surplus funds to capital projects
- Continue to develop annual Department work plans, which are measurable and maintain accountability

•	Hold annual or bi-annual sessions in joint meeting settings with government partners Nonscheduled in the 1 st Quarter