



TOWN OF AVON MEETINGS FOR TUESDAY, JULY 12, 2016
AVON LIQUOR AUTHORITY MEETING BEGINS AT 5:00 PM
REGULAR MEETING BEGINS AT 5:05 PM
AVON TOWN HALL, ONE LAKE STREET

AVON LIQUOR LICENSING AUTHORITY MEETING BEGINS AT 5:00 PM (SEE SEPARATE AGENDA PAGE ___)
REGULAR MEETING BEGINS AT 5:05 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. WORK SESSION**
 - 4.1. REVIEW AND DIRECTION REGARDING THE ROUNDABOUT #4 PLANNING AND ZONING RECOMMENDATION FOR THE DESIGN AND 2017 CONSTRUCTION SCHEDULE (PLANNING DIRECTOR MATT PIELSTICKER)
- 5. ACTION ITEMS**
 - 5.1. **PUBLIC HEARING** SOUND PERMIT APPLICATION FOR XTERRA MOUNTAIN CHAMPIONS (DIRECTOR OF FESTIVALS & SPECIAL EVENTS DANITA DEMPSEY)
 - 5.2. **PUBLIC HEARING** SOUND PERMIT APPLICATION FOR BEC TRI SPRINT TRIATHLON (DIRECTOR OF FESTIVALS & SPECIAL EVENTS DANITA DEMPSEY)
 - 5.3. **PUBLIC HEARING** SOUND PERMIT APPLICATION FOR POP UP STRINGS & ART ON THE MAIN STREET MALL (DIRECTOR OF FESTIVALS & SPECIAL EVENTS DANITA DEMPSEY)
 - 5.4. **PUBLIC HEARING** MOTION TO CONTINUE SECOND READING ORDINANCE 16-13, APPROVING REZONING PORTIONS OF LOTS 1, 2A, 2B, 2C, 3 AND 5, MOUNTAIN VISTA RESORT SUBDIVISION, FROM PUD TO TOWN CENTER ZONE DISTRICT TO JULY 26, 2016 (PLANNING DIRECTOR MATT PIELSTICKER)
 - 5.5. MINUTES FROM JUNE 28, 2016 MEETING (TOWN CLERK DEBBIE HOPPE)
- 6. WORK SESSION**
 - 6.1. UPDATE ON AVON POLICE STATION PROJECT AT BUCK CREEK, INCLUDING 1) FINALIZATION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE EAGLE RIVER FIRE PROTECTION DISTRICT; 2) GUARANTEED MAXIMUM PRICE AND VALUE ENGINEERING, 3) BOND FINANCING AND DEBT ISSUANCE, AND 4) CONSTRUCTION SCHEDULE (ASSISTANT TOWN MANAGER SCOTT WRIGHT, ENGINEER JUSTIN HILDRETH AND ATTORNEY ERIC HEIL)
 - 6.2. REVIEW OF *THE SIMPLIFIED RULES OF ORDER FOR AVON TOWN COUNCIL MEETINGS*, AND REQUEST TO AMEND TO INCLUDE ELECTRONIC COMMUNICATION RESTRICTIONS DURING MEETINGS AND AN ENDING TIME OF 10:00 PM (TOWN ATTORNEY ERIC HEIL)
 - 6.3. DISCUSSION OF A TOWN COUNCIL INFORMATION BOOTH AT AVON SPECIAL EVENTS (MAYOR JENNIE FANCHER)
- 7. WRITTEN REPORTS**
- 8. COMMITTEE MEETING UPDATES: COUNCILORS AND MAYOR**

MEETING AGENDAS & PACKETS ARE FOUND AT: [HTTP://WWW.AVON.ORG](http://www.avon.org)
AGENDAS ARE POSTED AT AVON TOWN HALL, RECREATION CENTER, & AVON PUBLIC LIBRARY
IF YOU HAVE ANY SPECIAL ACCOMMODATION NEEDS, PLEASE, IN ADVANCE OF THE MEETING,
CALL TOWN CLERK DEBBIE HOPPE AT 970-748-4001 OR EMAIL DHOPPE@AVON.ORG WITH ANY SPECIAL REQUESTS.



TOWN OF AVON MEETINGS FOR TUESDAY, JULY 12, 2016
AVON LIQUOR AUTHORITY MEETING BEGINS AT 5:00 PM
REGULAR MEETING BEGINS AT 5:05 PM
AVON TOWN HALL, ONE LAKE STREET

9. MAYOR & COUNCIL COMMENTS

10. TOWN MANAGER UPDATE

11. EXECUTIVE SESSION 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)

12. ADJOURNMENT

MEETING AGENDAS & PACKETS ARE FOUND AT: [HTTP://WWW.AVON.ORG](http://www.avon.org)
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CALL TOWN CLERK DEBBIE HOPPE AT 970-748-4001 OR EMAIL DHOPPE@AVON.ORG WITH ANY SPECIAL REQUESTS.



TOWN OF AVON, COLORADO
TOWN OF AVON MEETINGS FOR TUESDAY, JULY 12, 2016
AVON LIQUOR AUTHORITY MEETING BEGINS AT 5:00 PM
AVON TOWN HALL, ONE LAKE STREET

1. CALL TO ORDER AND ROLL CALL

2. APPROVAL OF AGENDA

3. PUBLIC COMMENT

4. PUBLIC HEARING SPECIAL EVENTS PERMIT

4.1. APPLICANT NAME: EAGLE VALLEY HUMANE SOCIETY

EVENT NAME: DANCING IN THE PARK

EVENT DATE: AUGUST 8, 2016

EVENT TIME: 4:00 P.M. UNTIL 8:30 P.M.

LOCATION: NOTTINGHAM LAKE

EVENT MANAGER: CHAR GONSENICA

PERMIT TYPE: MALT, VINOUS & SPIRITUOUS LIQUOR

4.2. APPLICANT NAME: BRIGHT FUTURE FOUNDATION

EVENT NAME: OUTLAWS & LEGENDS MUSIC FESTIVAL

EVENT DATES: JULY 29, 2016; 1:00 P.M. UNTIL 11:30 P.M.

JULY 30, 2016; 11:00 A.M. UNTIL 11:30 P.M.

LOCATION: NOTTINGHAM PARK

EVENT MANAGER: CASEY ANGEL

PERMIT TYPE: MALT, VINOUS & SPIRITUOUS LIQUOR

5. MINUTES FROM JUNE 28, 2016

6. ADJOURNMENT



LIQUOR LICENSING AUTHORITY REPORT

To: Avon Liquor Licensing Authority
From: Debbie Hoppe, Town Clerk
Meeting Date: July 12, 2016
Agenda topic: SPECIAL EVENTS PERMIT APPLICATION – PUBLIC HEARING

ACTION BEFORE COUNCIL

The Town Council serving as the Local Liquor Licensing Authority will consider a Special Events Permit Application for the upcoming Dancing in the Park 2016 event. A public hearing is required before final action is taken.

Applicant Name: Eagle Valley Humane Society
Event Name: Dancing in the Park 2016
Event Date: August 4, 2016
Event Time: 4:00 p.m. until 8:30 p.m.
Location: Nottingham Lake
Event Manager: Char Gonsenica
Permit Type: Malt, Vinous & Spirituous Liquor

PROPOSED MOTION

I move to approve or deny the Special Events Permit application for the upcoming Dancing in the Park 2016 event.

SUMMARY

The applicant has submitted the appropriate materials required by the State of Colorado Liquor Enforcement Division and all materials are in order. Eagle Valley Humane Society is applying for malt, vinous, spirituous liquor permit to serve/sell beverages at the Dancing in the Park 2016 event on August 8, 2016. The Nottingham park premise has been posted with notice of the public hearing for this application. The event manager will be present to answer question about the application. There are local liquor licensing fees associated with the special event permit; the applicant has submitted the appropriate local fees.

BACKGROUND

Special Events permits are issued by the Liquor Enforcement Division and the Local Licensing Authority to allow particular types of organizations, municipalities, and political candidates to sell, serve or distribute alcohol beverages in connection with public events. Because of their temporary nature, needs and desires (reasonable requirements of the neighborhood) are not considered by the licensing authorities as a condition of issuance. Applications are made directly with the local licensing authority having jurisdictions over the place of the event. Article 48 of Title 12 regulates the issuance of special events permits. Note that these permits may only be issued for prescribed hours during the day and for not more than 15 days in any one calendar year.

SPECIAL EVENTS PERMIT APPLICATIONS ATTACHMENTS:

The applicants for the special events permit have submitted the following materials:

- ✓ Application for a Special Events Permits (State form DR 8439)
- ✓ Alcohol Management Plan
- ✓ Diagram where liquor will be served
- ✓ Certificate of Good Standing
- ✓ Proof of Insurance
- ✓ Police Report on Background Checks

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT**
AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
 2110 MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
 2170 FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
 LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
Eagle Valley Humane Society State Sales Tax Number (Required)

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
 (include street, city/town and ZIP)
**PO Box 4105
 Eagle, CO 81631**

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
 (include street, city/town and ZIP)
**Nottingham Lake
 Avon, CO 81620**

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE William Loper		784 Potato Patch Dr Vail, CO 81657	476-4482

5. EVENT MANAGER Char Gonsenica		38596 HWY 6 Avon, CO 81620	280-5738
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6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
 NO YES HOW MANY DAYS? **4**

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
 NO YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
8/4/2016 From 4p .m. To 830p .m.				

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

SIGNATURE 	TITLE Director	DATE 6/24/16
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)
 The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) Town of Avon	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK (970) 748-4001
SIGNATURE	TITLE	DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

~~Dancing in the Park 2021~~
Security and Medical/Emergency Response Plan

Alcohol Management Plan

The event "Dancing in the Park" will be held at the Nottingham Park, in Avon. The areas to be included are the Performance Pavilion and the main athletic field. Public will be able to access the event from all park entrances. Vendor entrance/exit will be at the southwest corner of the park, near the log cabin. There will be one (1) alcohol sales tent. ID check point and wrist band distribution will take place at the front of the alcohol sales tent. Only individuals with wristbands will be served alcoholic beverages and wristbands will be checked for each purchase.

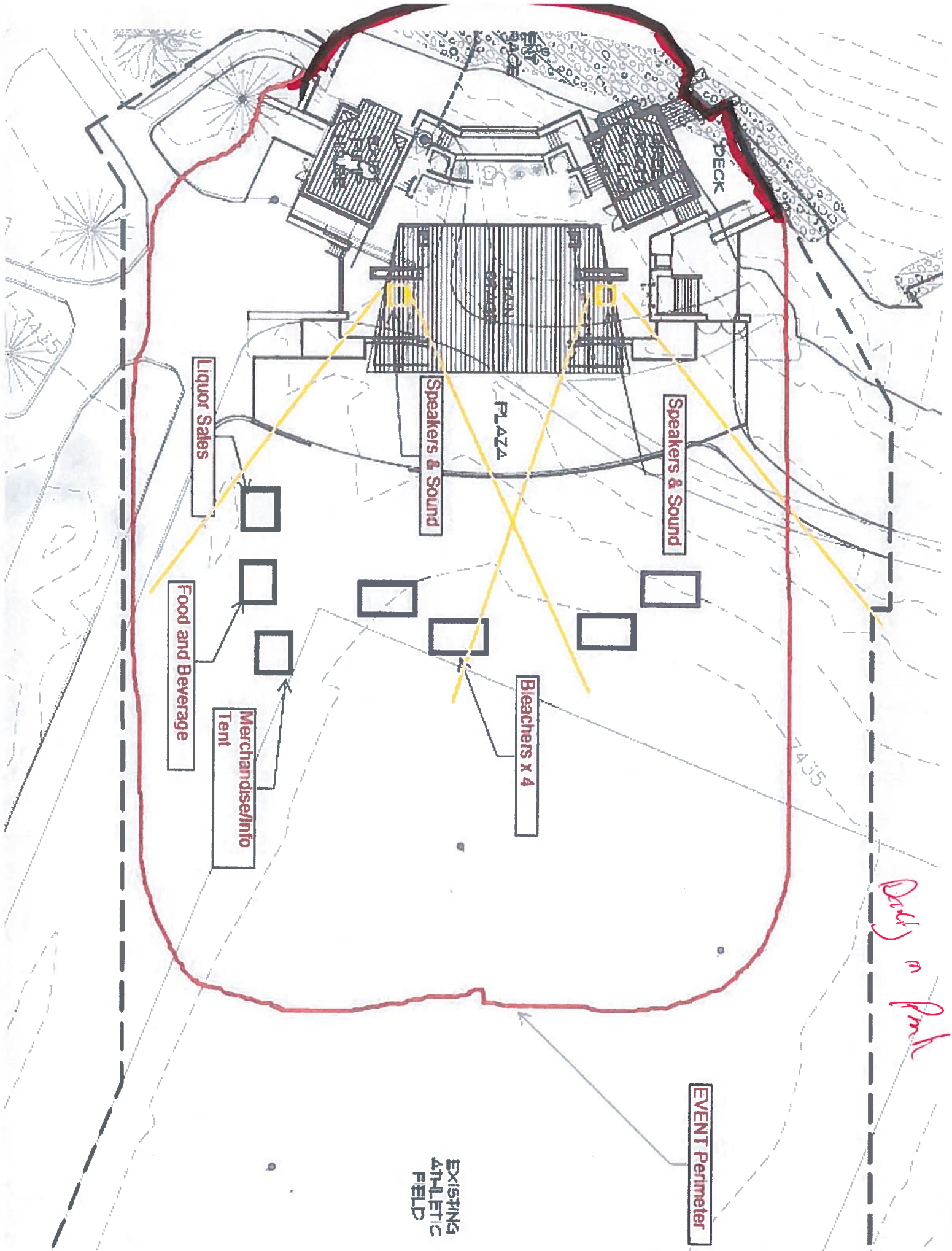
At 8:00 p.m. alcohol sales will stop and the remaining alcohol will be loaded into a secure vehicle for transportation away from the event.

Event perimeter will have "No Alcohol Beyond This Point" signs posted as patrons depart the event. The security team will be conducting bag/cooler checks around the event perimeter as guests arrive.

Security and Volunteers

The event will have 2 paid security individuals and they will circulate around the event perimeter, assisting and giving needed support to the volunteer security team.

Alcohol and ID Check: We will have 4 volunteers, those volunteers serving alcohol will be TIPS trained and will only serve two (2) beverages at a time to one (1) individual.



Liquor Sales

Speakers & Sound

Speakers & Sound

Food and Beverage

Merchandise/info Tent

Beachers x 4

EVENT Perimeter

EXISTING ATHLETIC FIELD

Dolls on Park

7435

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

EAGLE VALLEY HUMANE SOCIETY

is a

Nonprofit Corporation

formed or registered on 06/19/1974 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871274371 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/27/2016 that have been posted, and by documents delivered to this office electronically through 06/28/2016 @ 13:22:08 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/28/2016 @ 13:22:08 in accordance with applicable law. This certificate is assigned Confirmation Number 9717888 .



Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/bi:/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brill Insurance Agency 150 E Beaver Creek Blvd A-203 P.O. Box 1498 Avon, CO 81620	CONTACT NAME: Debbie Brill	PHONE (A/C, No, Ext): (970) 845-8910	FAX (A/C, No): (970) 845-8460
	E-MAIL ADDRESS: dbrill@farmersagent.com		
INSURED Eagle Valley Humane Society PO Box 4105 Eagle, CO 81631	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Truck Insurance Exchange		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		604830002	07/02/2015	07/02/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Included Liquor Liab \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Dancing in the Park August 4th, 4-9pm

Certificate holder is recognized as Additional Insured for the above listed event:

CERTIFICATE HOLDER Town of Avon, its officers and employees PO Box 975 Avon, CO 81620	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Debbie Brill
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**Avon Police Department
Liquor License Application**

Individual Name(s): Char Gonsenica

Name of Business: Eagle Valley Humane Society

Type of License: Hotel & Restaurant
 Special Event Permit

Event Name: Dancing in the park 2016
Date of Event: August 8, 2016 4:00PM to 8:00PM

Location of Business: Nottingham Lake
Avon, Colorado 81620

Date Received: 06/29/2016

Photographs/Fingerprints: On File
 Special Event – N/A

Investigation by: Detective Sergeant Jonathan Lovins
 Detective Jeremy Holmstrom

Date: 06/30/2016

CBI Criminal Investigation (attached): Clear from Salute application

Local Criminal Investigation: No Problems

Comments: No Problems noted

Liquor Code Violations in the past calendar year: Yes No
If yes, explain: _____

Smoking violation in the past calendar year: Yes 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.



LIQUOR LICENSING AUTHORITY REPORT

To: Avon Liquor Licensing Authority
From: Debbie Hoppe, Town Clerk
Meeting Date: July 12, 2016
Agenda topic: SPECIAL EVENTS PERMIT APPLICATION – PUBLIC HEARING

ACTION BEFORE COUNCIL

The Town Council serving as the Local Liquor Licensing Authority will consider a Special Events Permit Application for the upcoming Outlaws & Legends Music Festival. A public hearing is required before final action is taken.

Applicant Name: Bright Future Foundation
Event Name: Outlaws & Legends Music Festival
Event Dates: July 29, 2016; 1:00 p.m. until 11:30 p.m.
July 30, 2016; 11:00 a.m. until 11:30 p.m.
Location: Nottingham Park
Event Manager: Casey Angel
Permit Type: Malt, Vinous & Spirituous Liquor

PROPOSED MOTION

I move to approve or deny the Special Events Permit application for the upcoming Outlaws & Legends Music Festival.

SUMMARY

The applicant has submitted the appropriate materials required by the State of Colorado Liquor Enforcement Division and all materials are in order. Bright Future Foundation is applying for malt, vinous, spirituous liquor permit to serve/sell beverages at the Outlaws & Legends Music Festival on July 29 & 30, 2016. The Nottingham park premise has been posted with notice of the public hearing for this application. The event manager will be present to answer question about the application. There are local liquor licensing fees associated with the special event permit; the applicant has submitted the appropriate local fees.

BACKGROUND

Special Events permits are issued by the Liquor Enforcement Division and the Local Licensing Authority to allow particular types of organizations, municipalities, and political candidates to sell, serve or distribute alcohol beverages in connection with public events. Because of their temporary nature, needs and desires (reasonable requirements of the neighborhood) are not considered by the licensing authorities as a condition of issuance. Applications are made directly with the local licensing authority having jurisdictions over the place of the event. Article 48 of Title 12 regulates the issuance of special events permits. Note that these permits may only be issued for prescribed hours during the day and for not more than 15 days in any one calendar year.

SPECIAL EVENTS PERMIT APPLICATIONS ATTACHMENTS:

The applicants for the special events permit have submitted the following materials:

- ✓ Application for a Special Events Permits (State form DR 8439)
- ✓ Alcohol Management Plan
- ✓ Diagram where liquor will be served
- ✓ Certificate of Good Standing
- ✓ Proof of Insurance
- ✓ Police Report on Background Checks

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT
 AND ONE OF THE FOLLOWING (See back for details.)**

- | | | |
|------------------------------------|--|---|
| <input type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input checked="" type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Bright Future Foundation for Eagle County	State Sales Tax Number (Required) 84-0938374
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2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) PO Box 2558 Avon, CO 81620	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) Nottingham Park Avon, CO 81620
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NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Dr. Casey Angel, Psy D.		1060 W. Beaver Creek Blvd Suite 201 A	970-949-7097
5. EVENT MANAGER Dr. Casey Angel, Psy D.		1060 W. Beaver Creek Blvd Suite 201 Ave	970-949-7097
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? 4		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
July 29, 2016	July 30, 2016			
Hours From 1:00P .m. To 11:30P .m.	Hours From 11:00A .m. To 11:30P .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.

OATH OF APPLICANT

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

SIGNATURE 	TITLE Clinical Director	DATE 6/20/2016
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) Town of Avon	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK (970) 748-4001
SIGNATURE	TITLE	DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$.

Outlaws & Legends Music Festival

Alcohol Management Plan

Submitted June 20, 2016

Event Dates – July 29 & 30

Event Overview:

On July 29th & 30th, Nottingham Park will host the first annual Outlaws & Legends Music Festival. Taking place on Friday, July 29th from 2:00pm-11:00pm and Saturday, July 30th from 12:00pm-11:00pm, Nottingham Park will host live music, food vendors and multiple bar tents.

Optimum Events, a nationally recognized concessionaire will be managing on behalf of the Bright Future Foundation a number of bar locations.

Who We Are:

Back Porch Productions – Is an experienced production company based out of Abilene, TX which in addition to the Avon, installment of Outlaws and Legends has 6 years of success with a sister property in Abilene.

Bright Future Foundation – Mission Statement - Empower individuals and families affected by domestic violence and sexual assault to lead safe, productive lives through prevention services, advocacy, crisis intervention and recovery services.

Values Statement- Bright Future Foundation **empowers** survivors through:

E - Evidenced-based education

M - Multicultural Awareness

P - Prioritizing prevention

O - Outreach

W - Willingness to Listen

E - Encouragement

R - Respect

S - Safety, Security, and Self-sufficiency

Optimum Events & Entertainment – Optimum is an Eagle, Colorado based company which has been contracted to assist in the alcohol management of the Outlaws & Legends Music Festival. Optimum has facilitated alcohol at similar events and on a national level for both music festivals and sporting events.

Licensed Premise:

Please see attached map – Special Event Liquor boundary outlined in the blue dotted line.

Entrance / Exits:

The venue will have one main entrance/exit with three additional “blow-out” exit points in the case of emergency.

Bar Staff Experience:

All bar staff working at the bar service location will be TIPS or Serve Safe Certified and all certification cards will be on file with Optimum should TOA ever want or need to see the physical credentials.

Control of Premise:

At all times during the service of alcohol and, or the presence of alcoholic beverages, there will be three licensed security personnel in the venue. The main focus of security will be to make sure no outside alcohol is brought into the license perimeter and that no alcohol sold by the event concessions leaves the venue.

Optimum will be checking ID's for all persons who appear to be under the age of 30 years old. Upon a positive ID check, all attendees wishing to purchase alcoholic beverages will be issued a highly visible wristband which will show that they have been ID checked and are approved to buy and consume alcoholic

beverages. Anyone who has a wristband but appears to be under the age of 25 will be ID checked again at the time of purchase.

The sale of alcoholic beverages whether beer, wine or spirits will be limited to two beverages per person and the service vessel will be no larger than 16oz.

All onsite bar tenders and Optimum staff as well as security reserve the right to refuse alcohol service for any reason including but not limited to any person who seems intoxicated, any person who cannot validate their age by the presence of a current state driver's license or state I.D. Other acceptable forms of I.D. include a valid US or other countries passport or valid military I.D.







Days and Hours of Operation:

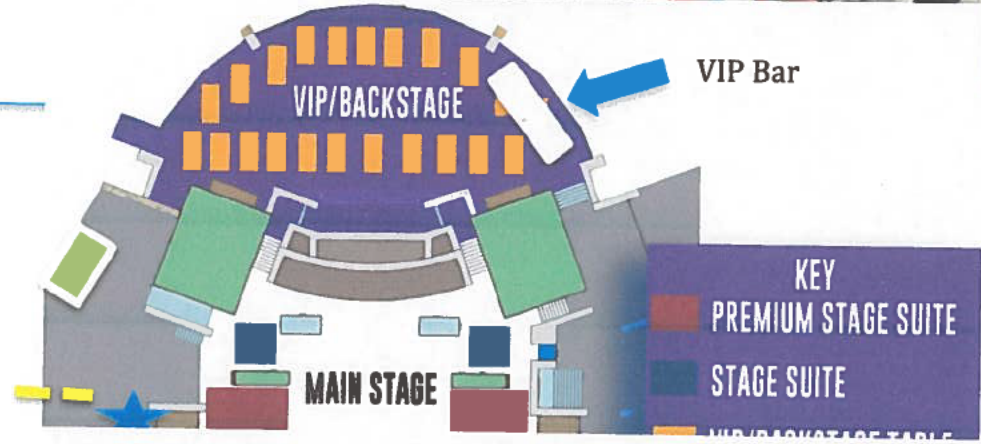
Friday– July 29th, 2016 – Hours of Alcohol Service – 2:00PM – 11:00PM

Saturday – July 30th, 2016 – Hours of Alcohol Service – 12:00AM – 11:00PM

**ATTACHMENT A
PREMISE MAP
OUTLAWS &
LEGENDS
07/29 - 07/30/2016**



-  Security
-  Blow Out Gate
-  Tailgate (20)
-  VIP Porta
-  Medical/Security Tent
-  Trash



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Bright Future Foundation for Eagle County

is a

Nonprofit Corporation

formed or registered on 02/24/1984 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871559077 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/17/2016 that have been posted, and by documents delivered to this office electronically through 06/20/2016 @ 13:02:10 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/20/2016 @ 13:02:10 in accordance with applicable law. This certificate is assigned Confirmation Number 9704084 .



A handwritten signature in cursive script that reads 'Wayne W. Williams'.

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2016

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PRODUCER Rocky Mountain Ins & Financial PO Box 548 Edwards CO 81632	CONTACT NAME: Mike Koenig	PHONE (A/C, No, Ext): (970) 926-7315	FAX (A/C, No): (970) 926-7364
	E-MAIL ADDRESS: mike@mif.org		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event: Outlaws & Legends
Location: Nottingham Park, Avon, CO 81620
Date: July 29 & 30th, 2016

Additional Insured:
Town of Avon, it's elected officials, officers and employees as additional insured

CERTIFICATE HOLDER **CANCELLATION**

Town of Avon One Lake Street Avon CO 81620	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event: Outlaws & Legends
 Location: Nottingham Park, Avon, CO 81620
 Date: July 29 & 30th, 2016

Additional Insured:
 Back Porch Productions

CERTIFICATE HOLDER **CANCELLATION**

Back Porch Productions 4318 La Hacienda Drive Abilene TX 79602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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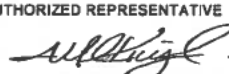
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Event: Outlaws & Legends
 Location: Nottingham Park, Avon, CO 81620
 Date: July 29 & 30th, 2016

Additional Insured:
 Bright Future Foundation

CERTIFICATE HOLDER**CANCELLATION**

Bright Future Foundation 1060 W. Beaver Creek Blvd. Suite 201 Avon CO 81620	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Avon Police Department
Liquor License Application**

Individual Name(s): Casey Angel

Name of Business: Bright Future Foundation

Type of License: Hotel & Restaurant
 Special Event Permit

Event Name: Outlaws and Legends Music Festival
Date of Event: July 29 2016; 1:00PM to 11:30PM
July 30 2016; 11:00AM to 11:30PM

Location of Business: Nottingham Park
Avon, Colorado 81620

Date Received: 06/29/2016

Photographs/Fingerprints: On File
 Special Event – N/A

Investigation by:
 Detective Sergeant Jonathan Lovins
 Detective Jeremy Holmstrom

Date: 06/30/2016

CBI Criminal Investigation (attached): Clear from Cover Rock application

Local Criminal Investigation: No Problems.

Comments: No problems noted

Liquor Code Violations in the past calendar year: Yes No

If yes, explain: _____

Smoking violation in the past calendar year: Yes 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.





TOWN OF AVON, COLORADO
AVON LIQUOR LICENSING AUTHORITY MEETING MINUTES FOR TUESDAY, JUNE 28, 2016
AVON TOWN HALL, ONE LAKE STREET

1. CALL TO ORDER AND ROLL CALL

Chairman Fancher called the meeting to order at 5:00 p.m. A roll call was taken and Board members present were Jake Wolf, Buz Reynolds, Megan Burch, Scott Prince and Sarah Smith Hymes. Matt Gennett was absent. Also present were Town Manager Virginia Egger, Town Attorney Eric Heil, Recreation Director John Curutchet, Planning Director Matt Pielsticker, Executive Assistant to the Town Manager Preston Neill 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. RENEWAL OF LIQUOR LICENSES

4.1. Applicant: Y&Z, Inc. d/b/a Nozawa Sushi & Kitchen

Location: 240 Chapel Place

Type: Hotel & Restaurant

Manager: Jennifer Brosch

Vice Chairman Wolf moved to approve the renewal application for Y&Z, Inc. d/b/a Nozawa Sushi & Kitchen; Board member Reynolds seconded the motion and it passed unanimously by those present. Board member Gennett was absent.

5. PUBLIC HEARING SPECIAL EVENTS PERMIT

5.1. Applicant Name: Vail Valley Charitable Fund, Inc.

Event Name: Lakeside Sunday's

Event Dates: July 17, 2016, August 14, 2016 & September 11, 2016

Event Time: 4:00 p.m. until 7:00 p.m.

Location: Nottingham Park Pavilion

Event Manager: Lauren Emenaker

The application was presented with no concerns. Chairman Fancher opened the public hearing and no comments were made. Board member Reynolds moved to approve the Special Event Permit for the Lakeside Sunday's event; Vice Chairman Wolf seconded the motion and it passes unanimously by those present. Board member Gennett was absent.

5.2. Applicant Name: Eagle Valley Humane Society

Event Name: Pop-up Strings

Event Dates: July 8, 15 & 22, 2016

Event Time: 5:00 p.m. until 8:00 p.m.

Location: Main Street Mall, Lettuce Shed Lane (Venue A) / Possibility Plaza (Venue B)

Event Manager: Char Gonsenica

Permit Type: Malt, Vinous & Spirituous Liquor



TOWN OF AVON, COLORADO
AVON LIQUOR LICENSING AUTHORITY MEETING MINUTES FOR TUESDAY, JUNE 28, 2016
AVON TOWN HALL, ONE LAKE STREET

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 Pop-Up Strings event; Vice Chairman Wolf seconded the motion and it passes unanimously by those present. Board member Gennett was absent.

6. MINUTES FROM JUNE 14, 2016

Board member Smith Hymes moved to approve the Minutes from June 14, 2016; Vice Chairman Wolf seconded the motion and it passed unanimously by those present. Board member Reynolds and Board member Prince abstained from vote. Board member Gennett was absent.

7. ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 5:07 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



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Matt Pielsticker, AICP, Planning Director

Meeting Date: July 12, 2016 Meeting

Agenda Topic: Roundabout #4 Design Element

ACTION BEFORE COUNCIL

Work Session and direction on Roundabout #4 Design Element.

BACKGROUND

The decision to create a distinct art feature in Roundabout #4 was part of a larger master plan for the development of Possibility Plaza and the Main Street Mall, which included the relocation of the dominant bronze from Roundabout #4 in order to bring an identifiable wayfinding monument to identify entry to the Plaza and Mall. The 2014 plan called for Roundabout #4 to be differentiated from the other bronze roundabout statues in order for the “center of town” to be easily identified by a unique and interesting art piece. The relocation of the ‘Possibility’ was completed, and construction of a 2015 World Alpine Ski Championship (WASC) piece was constructed in the interim.

TIMELINE

2013

- Main Street Pedestrian Mall Design Process
- New Roundabout Design Element was Studied by Zehren & Associates

2014

- Main Street Mall Construction in Summer
- Council Approves \$75K in Fall for 2015 WASC Wood Feature
- Planning and Zoning Commission approves 2015 WASC gateway Wood feature with banners; moving ‘Possibility’ Bronze to Possibility Plaza; and Lasso moves to center of Roundabout within WASC Wood Feature. PZC conditionally approved the current installation until June, 2016.

2015

- RFP Issued for Artists to Design Permanent Structure
- Ad-Hoc Committee formed with staff, Artists, Council Members and Planning Commissioners, to review the RFP submittals. Committee chooses four (4) finalists; a \$2,500 stipend for each selected artist was awarded to complete final proposals for consideration by Council.
- July - Staff consults with John Kelly, EPS-Doublet, and manufacturer of 2015 WASC Wood Feature. Mr. Kelly engineered as a permanent installation and can be expected to last 10 – 15 years with no upkeep. The timbers can be stained over time to maintain a fresher look.

- September 8th – Four (4) artists presented to Council: Floyd Elzinga (c/o Art Advisory Services), Frank Swanson, Christopher Weed, and Joshua Wiener. Council directs staff to solicit PZC for review and a recommendation.
- September 29th – Artists presented concepts to the PZC. PZC unanimously approved a motion to recommend that the Avon Town Council employ artist Christopher Weed for final design work.

FINANCIAL IMPLICATIONS

The 2016 adopted budget allocates \$15,000 for final design of the Roundabout #4 art element. The Town Council’s adopted *Five-year Capital Improvements Plan* includes funding of \$230,000 for 2017 construction and installation.

OPTIONS:

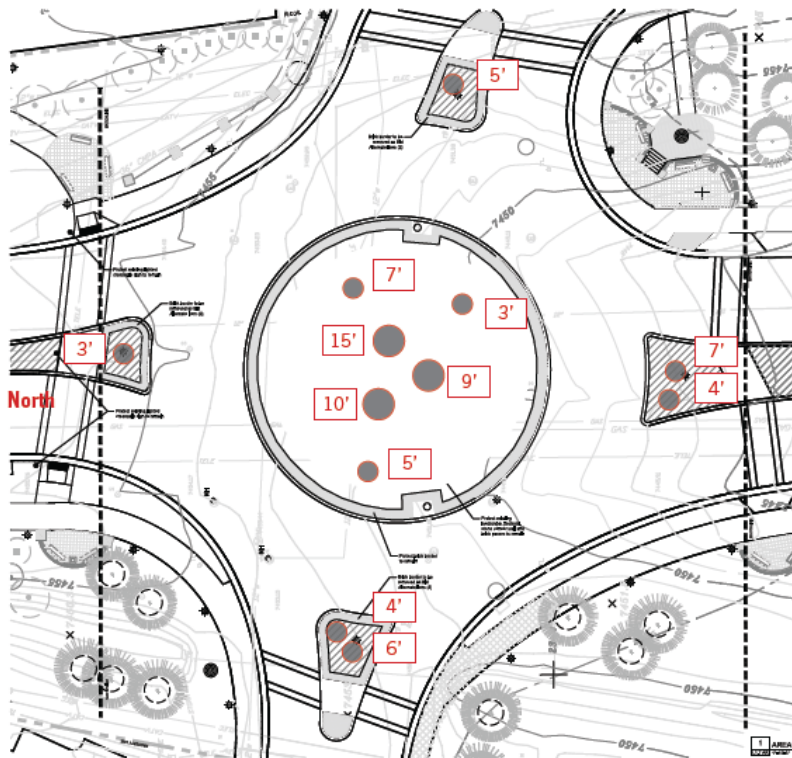
- 1) Solicit public input from July 15 – August 9, through a press release and exhibition of the existing element and the four (4) artists’ submittals and then take action.
- 2) Select artist, as recommended by the PZC, and authorize Town Manager to enter into a contract to produce construction documents based on submitted art work.
- 3) Select artist, and authorize the Town Manger to enter into a contract to produce construction documents based on alternative art piece(s).
- 4) Re-advertise for new designs; establish budget
- 5) Delay project.

ATTACHMENTS

- Exhibit A: Floyd Elzinga
- Exhibit B: Frank Swanson
- Exhibit C: Christopher Weed
- Exhibit D: Joshua Wiener

For Complete Artist Proposals, Please view the September 8, 2016 Council Packet online at: <http://www.avon.org/ArchiveCenter/ViewFile/Item/1961>

Exhibit A – Floyd Elzinga



Art Quantity Summary

- (2) 3' pine cones
- (2) 4' pine cones
- (2) 5' pine cones
- (1) 6' pine cone
- (2) 7' pine cones
- (1) 9' pine cone
- (1) 10' pine cone
- (1) 15' pine cone
- (12) Total Sculptures**

Exhibit A –Floyd Elzinga



ROUNDBABOUT #4 | AVON, COLORADO
Egress / Wayfinding Perspective

Exhibit B – Frank Swanson

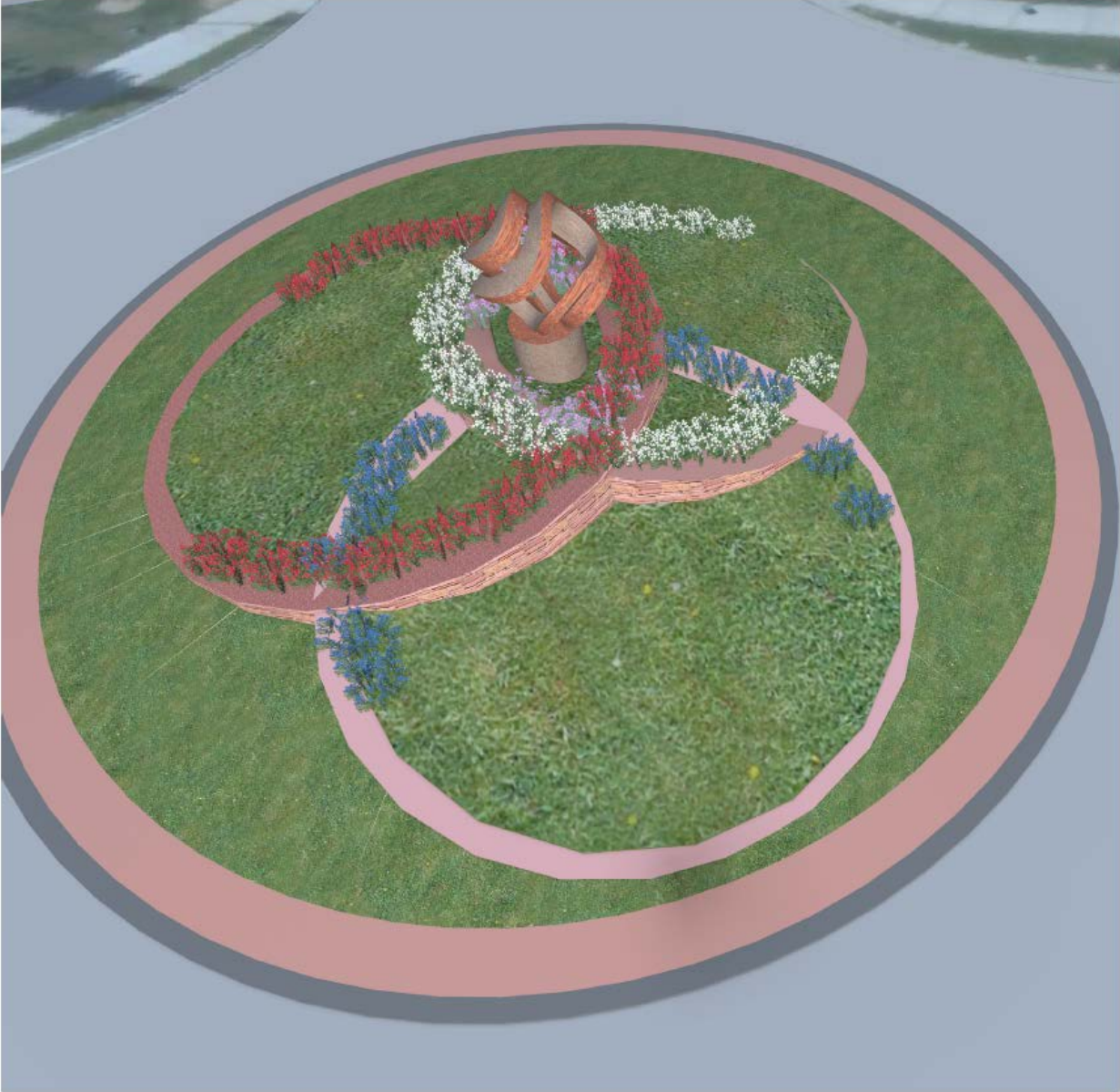
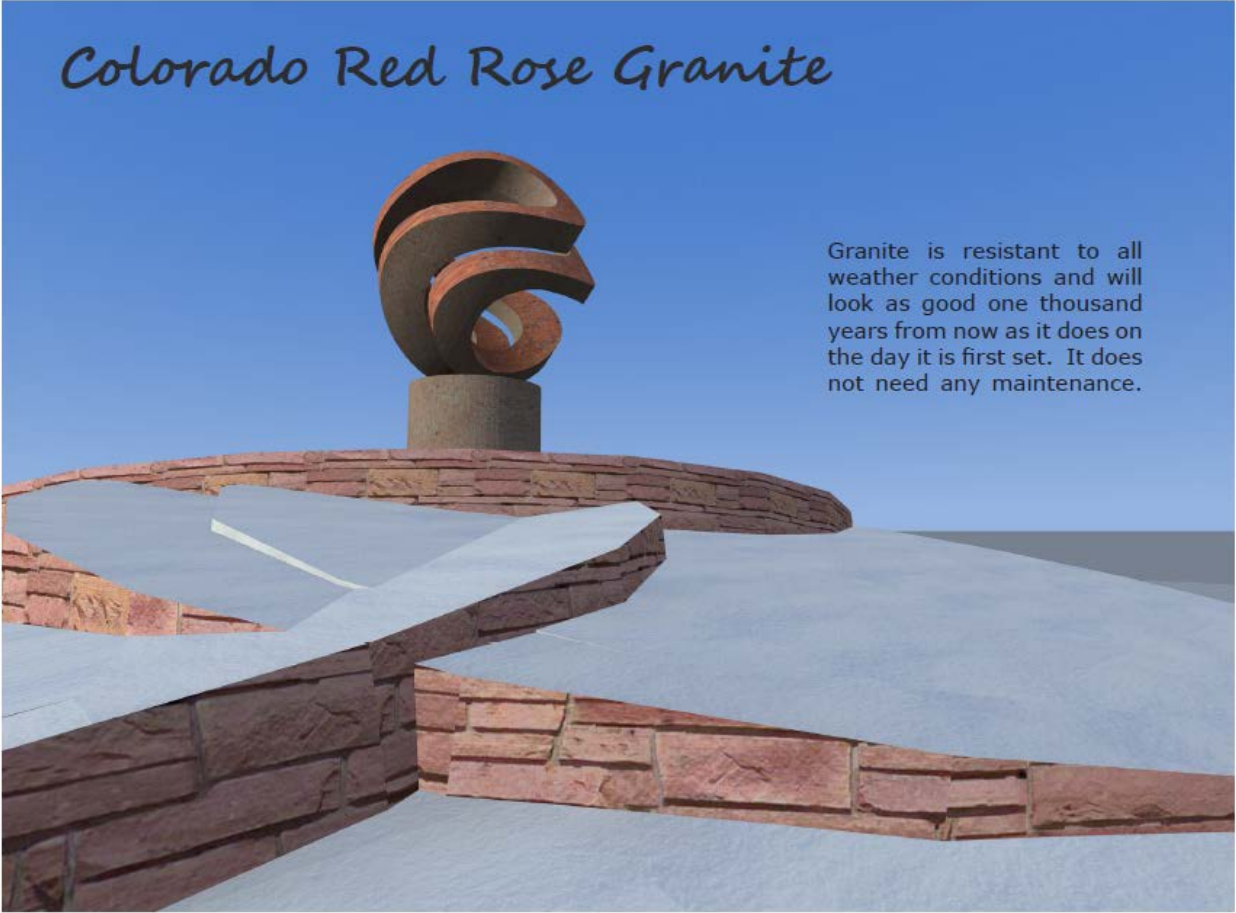


Exhibit B – Frank Swanson



Colorado Red Rose Granite

Granite is resistant to all weather conditions and will look as good one thousand years from now as it does on the day it is first set. It does not need any maintenance.

Exhibit C – Christopher Weed



Exhibit D – Joshua Wiener



"Interconnectivity", 2 at 6' x 6' x 1', Denver, CO, 2014



"Riverscape", 5 fish at 8' x 20' x 7", Ann Arbor, MI, 2014



"Roots of Innovation", 8' x 8' x 6', Oklahoma City, OK, 2013



"City of Dreams", 20' x 14' x 14', Denver, CO, 2013

D Joshua Wiener – Avon, CO, Roundabout #4, "Pathways"



"Tree Lights", 7 at 20' x 10' x 10', Boulder, CO, 2015



"Rain Symphony"
15' x 100' x 8'
Greeley, CO
2013



"Tread Lightly"
7 at 14' x 25' x 6'
Lakewood, CO
2014



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Danita Dempsey, Director of Festivals & Special Events
Meeting Date: July 12, 2016
Agenda Topic: **PUBLIC HEARING** SOUND PERMIT APPLICATION FOR XTERRA TRIATHLON

ACTION BEFORE COUNCIL

The Town Council is asked to consider approving an Amplified Sound Permit on July 12, 2016, as requested by Team Unlimited, LLC for the XTERRA Triathlon Event.

PROPOSED MOTION

I move to approve (or approve with conditions or deny) the Amplified Sound Permit for XTERRA Triathlon on Saturday, July 16, 2016.

OVERVIEW

A **Public Hearing** is required on Outdoor Use of Amplified Sound for events that will be using amplified sound systems before 9:00 a.m. or after 8:00 p.m. in Harry A. Nottingham Park (Avon Municipal Code Chapter 5.24.020). The start time of the XTERRA Triathlon Event will be 6:30 a.m. and end time is 10:30 a.m.

A PUBLIC NOTICE was published in the Vail Daily on July 6, 2016 announcing the Public Hearing on July 12, 2016. The applicant has submitted the \$25 processing fee for the amplified sound permit and has been invited to attend the meeting.

BACKGROUND

Ordinance 15-07 amending AMC 5.24, Section 9.12.080 provides the framework for issuing this type of permit.

The Council, in making its decision to issue the Amplified Sound Permit, may consider the following:

- 1.1. Comments by the public.
- 1.2. Necessity of the permit for the cultural, historical or social benefit of the community.
- 1.3. Proximity of the proposed location to residential neighborhoods.
- 1.4. Proposed direction of sound projection.
- 1.5. Screening of sound from neighboring properties.
- 1.6. Compatibility with other uses and activities in the vicinity.

The Town Council may prescribe any conditions or requirements deemed necessary to minimize adverse effects upon the community or surrounding neighborhood.

ATTACHMENTS

- ✓ Application for Outdoor Use of Amplified Sound Equipment
- ✓ Diagram of Event in Nottingham Park showing Amplified Sound Projections



Town of Avon
PO Box 975 Avon, CO 81620
970.748.4032

PERMIT APPLICATION FOR
OUTDOORS USE OF SOUND AMPLIFICATION SYSTEM

1. NAME OF APPLICANT Ted Kozlo for TEAM Unlimited, LLC.
2. REPRESENTING BUSINESS/ORGANIZATION TEAM Unlimited, LLC.
ADDRESS AND/OR MAILING ADDRESS:
720 Iwi;ei Rd., Suite 290, Honolulu, HI 96817
3. ADDRESS OF PREMISE OR LOCATION WHERE SOUND IS TO BE PRODUCED _____
Nottingham Park, lower Feild/waters edge
4. TELEPHONE NUMBER 808-870-5244
5. EMAIL ADDRESS tedshred@maui.net
6. PURPOSE FOR OUTDOOR USE OF SOUND AMPLIFICATION SYSTEM announce swim start
of 2016 Xterra Triathlon
DATE/S OF PROPOSED USE July 16, 2016
TIME/S OF PROPOSED USE 6:30am to 10:30 am
7. ATTACH A MAP OR DIAGRAM DEPICTING THE PROPOSED LOCATION OF SOUND AMPLIFICATION EQUIPMENT, DIRECTION OF SOUND PROJECTION AND POTENTIAL SOUND PROJECTION DISTANCE.
8. DESCRIPTION OF SOUND AMPLIFYING EQUIPMENT 100 watt amp/2 speaker setup

SIGNATURE OF APPLICANT

DATE

5/27/2016

THE PERMIT APPLICATION IS APPROVED BY THE TOWN OF AVON AS NOTED BY THE SIGNATURES BELOW. THE APPLICANT MUST COMPLY WITH CHAPTER 5.24 OF THE AVON MUNICIPAL CODE AS OUTLINED ON THE BACK OF THIS APPLICATION.

[Signature]
TOWN CLERK

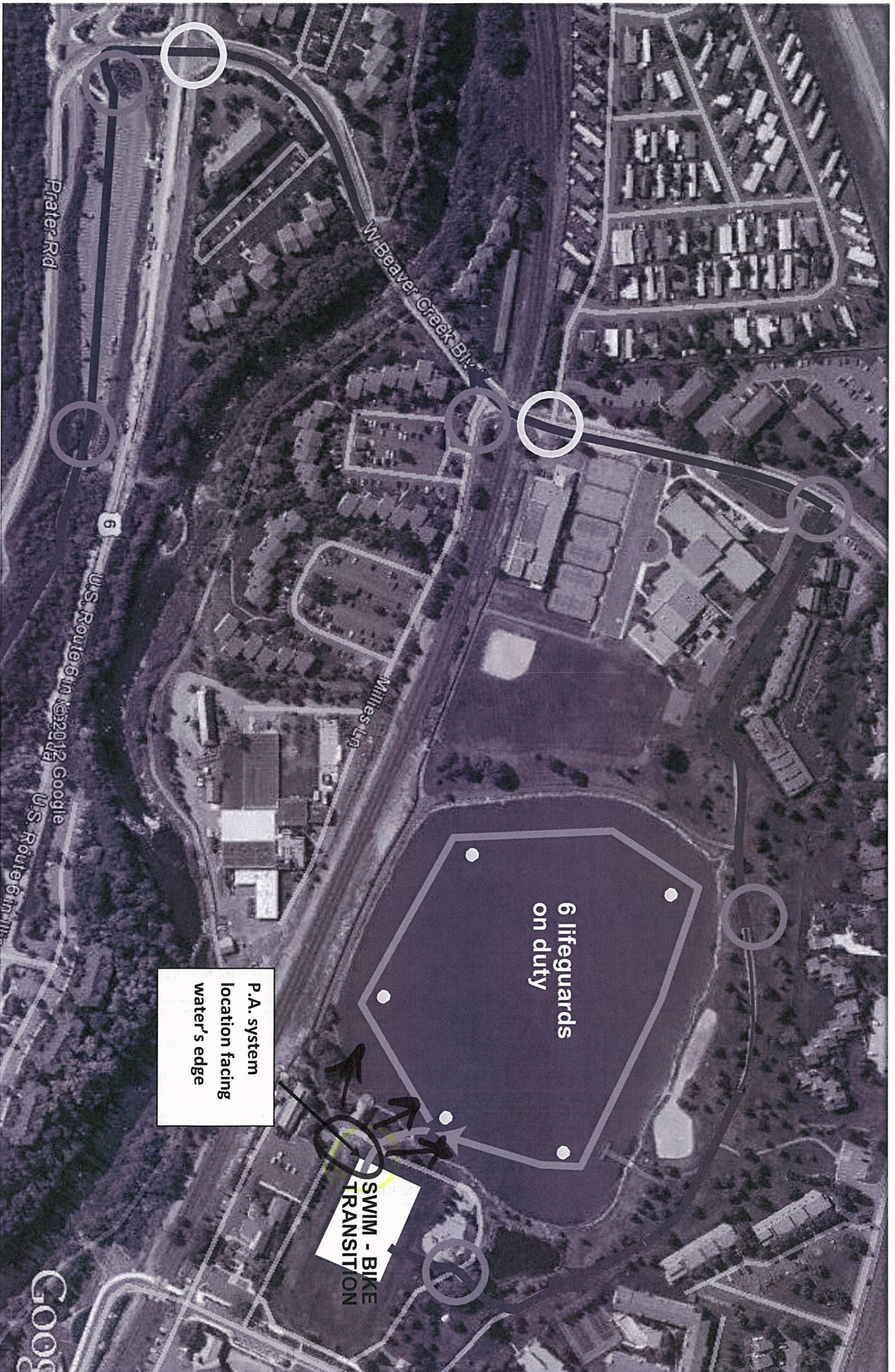
6/1/16
DATE

[Signature]
DIRECTOR OF FESTIVALS & SPECIAL EVENTS

6/2/16
DATE

[Signature]
AVON POLICE CHIEF OR DESIGNEE

DATE



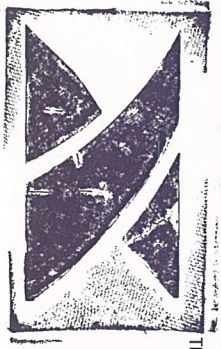
○ POLICE
○ VOLUNTEER

—— BIKE ROUTE
—— SWIM

P.A. system
location facing
water's edge

SWIM - BIKE
TRANSITION

6 lifeguards
on duty



XTERRA
AMERICA TOUR
MOUNTAIN CHAMPIONSHIP
BEAVER CREEK



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Danita Dempsey, Director of Festivals & Special Events
Meeting Date: July 12, 2016
Agenda Topic: **PUBLIC HEARING** SOUND PERMIT APPLICATION FOR BECTRI SPRINT TRIATHLON

ACTION BEFORE COUNCIL

The Town Council is asked to consider approving an Amplified Sound Permit on July 12, 2016, as requested by Vail Valley Charitable Fund for the BecTri Sprint Triathlon Event.

PROPOSED MOTION

I move to approve (or approve with conditions or deny) the Amplified Sound Permit for BecTri Sprint Triathlon on Saturday, August 6, 2016.

OVERVIEW

A **Public Hearing** is required on Outdoor Use of Amplified Sound for events that will be using amplified sound systems before 9:00 a.m. or after 8:00 p.m. in Harry A. Nottingham Park (Avon Municipal Code Chapter 5.24.020). The start time of the BecTri Sprint Triathlon Event will be 7:00 a.m. and end time is 11:30 a.m.

A PUBLIC NOTICE was published in the Vail Daily on July 6, 2016 announcing the Public Hearing on July 12, 2016. The applicant has submitted the \$25 processing fee for the amplified sound permit and has been invited to attend the meeting.

BACKGROUND

Ordinance 15-07 amending AMC 5.24, Section 9.12.080 provides the framework for issuing this type of permit.

The Council, in making its decision to issue the Amplified Sound Permit, may consider the following:

- 1.1. Comments by the public.
- 1.2. Necessity of the permit for the cultural, historical or social benefit of the community.
- 1.3. Proximity of the proposed location to residential neighborhoods.
- 1.4. Proposed direction of sound projection.
- 1.5. Screening of sound from neighboring properties.
- 1.6. Compatibility with other uses and activities in the vicinity.

The Town Council may prescribe any conditions or requirements deemed necessary to minimize adverse effects upon the community or surrounding neighborhood.

ATTACHMENTS

- ✓ Application for Outdoor Use of Amplified Sound Equipment & Diagram of Event in Nottingham Park showing Amplified Sound Projections



PERMIT APPLICATION FOR
OUTDOORS USE OF SOUND AMPLIFICATION SYSTEM

1. NAME OF APPLICANT C. Michelle Maloney
2. REPRESENTING BUSINESS/ORGANIZATION Vail Valley Charitable Fund
ADDRESS AND/OR MAILING ADDRESS:
PO. Box 2307, Edwards, Coe 81632
3. ADDRESS OF PREMISE OR LOCATION WHERE SOUND IS TO BE PRODUCED Nottingham
Upper Park & Lake
4. TELEPHONE NUMBER 970.471.1784 cell 970.524.1480 office
5. EMAIL ADDRESS michelle@uvcf.org
6. PURPOSE FOR OUTDOOR USE OF SOUND AMPLIFICATION SYSTEM Announcements,
directions, starting the race
DATE/S OF PROPOSED USE 8/6/16
TIME/S OF PROPOSED USE 7 am - 11:30 am

7. ATTACH A MAP OR DIAGRAM DEPICTING THE PROPOSED LOCATION OF SOUND AMPLIFICATION EQUIPMENT, DIRECTION OF SOUND PROJECTION AND POTENTIAL SOUND PROJECTION DISTANCE.

8. DESCRIPTION OF SOUND AMPLIFYING EQUIPMENT This is a relatively small, portable, mic.

SIGNATURE OF APPLICANT

DATE

C. Michelle Maloney

3/28/16

THE PERMIT APPLICATION IS APPROVED BY THE TOWN OF AVON AS NOTED BY THE SIGNATURES BELOW. THE APPLICANT MUST COMPLY WITH CHAPTER 5.24 OF THE AVON MUNICIPAL CODE AS OUTLINED ON THE BACK OF THIS APPLICATION.

Delpire Hoppe
TOWN CLERK

6/11/16
DATE

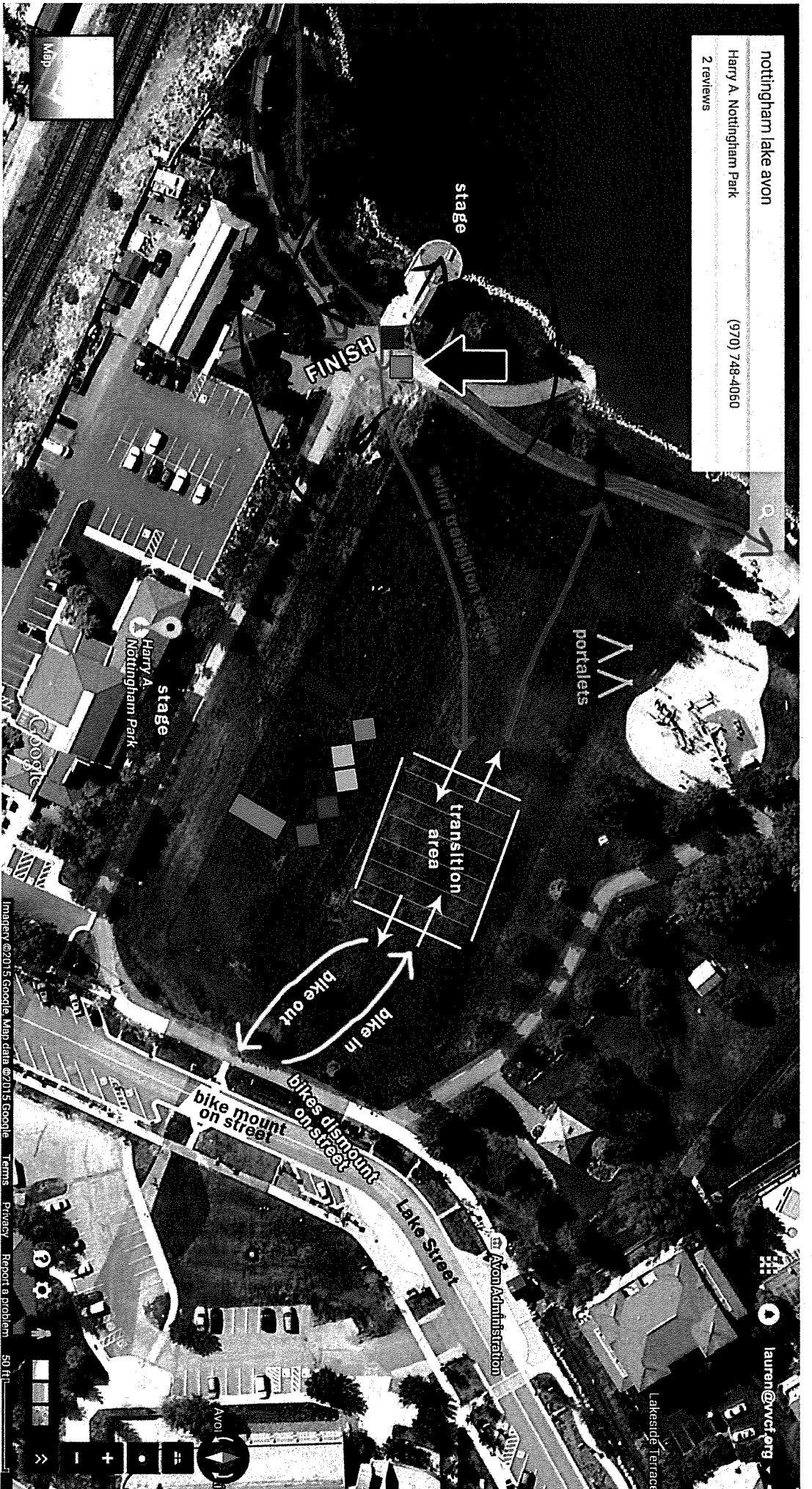
[Signature]
DIRECTOR OF FESTIVALS & SPECIAL EVENTS

6/11/16
DATE

[Signature]
AVON POLICE CHIEF OR DESIGNEE

6/2/16
DATE

nottingham lake avon
Harry A. Nottingham Park (970) 748-4060
2 reviews



Swim Section



Announcer



Moontime Cycles



Bike Section



Timer



Water/Food/Medic



Run Section



VVMC



Jointworx



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council

From: Danita Dempsey, Director of Festivals & Special Events

Meeting Date: July 12, 2016

Agenda Topic: **PUBLIC HEARING** SOUND PERMIT APPLICATION FOR POP-UP STRINGS EVENT ON THE MAIN STREET MALL

ACTION BEFORE COUNCIL

The Town Council is asked to consider approving an Amplified Sound Permit on July 12, 2016, as requested by the Town of Avon for the Pop-Up Strings Event.

PROPOSED MOTION

I move to approve (or approve with conditions or deny) the Amplified Sound Permit for Pop-Up Strings on Friday, July 15 and 22, 2016.

OVERVIEW

A **Public Hearing** is required on Outdoor Use of Amplified Sound for events that will be using acoustic or amplified sound systems before 8:00 a.m. or after 10:00 p.m. in the Main Street Mall (Avon Municipal Code Chapter 5.24.020). The start time of the Pop-Up Strings will be 6:00 p.m. and end time is 7:30 p.m.

A **PUBLIC NOTICE** was published, as required in Avon Municipal Code, for the Public Hearing on Wednesday, July 6, 2016. Town staff has completed outreach, beyond that required by Avon Municipal Code, to properties adjacent to the Main Street Mall with notice of tonight's Public Hearing.

BACKGROUND

Ordinance 15-07 amending AMC 5.24, Section 9.12.080 provides the framework for issuing this type of permit.

The Council, in making its decision to issue the Amplified Sound Permit, may consider the following:

- 1.1. Comments by the public.
- 1.2. Necessity of the permit for the cultural, historical or social benefit of the community.
- 1.3. Proximity of the proposed location to residential neighborhoods.
- 1.4. Proposed direction of sound projection.
- 1.5. Screening of sound from neighboring properties.
- 1.6. Compatibility with other uses and activities in the vicinity.

The Town Council may prescribe any conditions or requirements deemed necessary to minimize adverse effects upon the community or surrounding neighborhood.

ATTACHMENTS

- ✓ Application for Outdoor Use of Amplified Sound Equipment
- ✓ Diagram of Event in Main Street Mall showing location of sound projections



Town of Avon
PO Box 975 Avon, CO 81620
970.748.4032

PERMIT APPLICATION FOR
OUTDOORS USE OF SOUND AMPLIFICATION SYSTEM

1. NAME OF APPLICANT David Slavens

2. REPRESENTING BUSINESS/ORGANIZATION Town of Avon

ADDRESS AND/OR MAILING ADDRESS:

1 Lake St. Avon, CO 81620

3. ADDRESS OF PREMISE OR LOCATION WHERE SOUND IS TO BE PRODUCED
Main Street Mall - Possibility Plaza & Lettuce Shed Lane

4. TELEPHONE NUMBER 970 748 4065

5. EMAIL ADDRESS Dslavens@avon.org

6. PURPOSE FOR OUTDOOR USE OF SOUND AMPLIFICATION SYSTEM

Pop-up Strings & Art

DATE/S OF PROPOSED USE July 15th & July 22nd, 2016

TIME/S OF PROPOSED USE 6pm - 7:30pm

7. ATTACH A MAP OR DIAGRAM DEPICTING THE PROPOSED LOCATION OF SOUND AMPLIFICATION EQUIPMENT, DIRECTION OF SOUND PROJECTION AND POTENTIAL SOUND PROJECTION DISTANCE.

8. DESCRIPTION OF SOUND AMPLIFYING EQUIPMENT Acoustic (string instruments) no electronic devices

SIGNATURE OF APPLICANT [Signature]

DATE 6-8-16

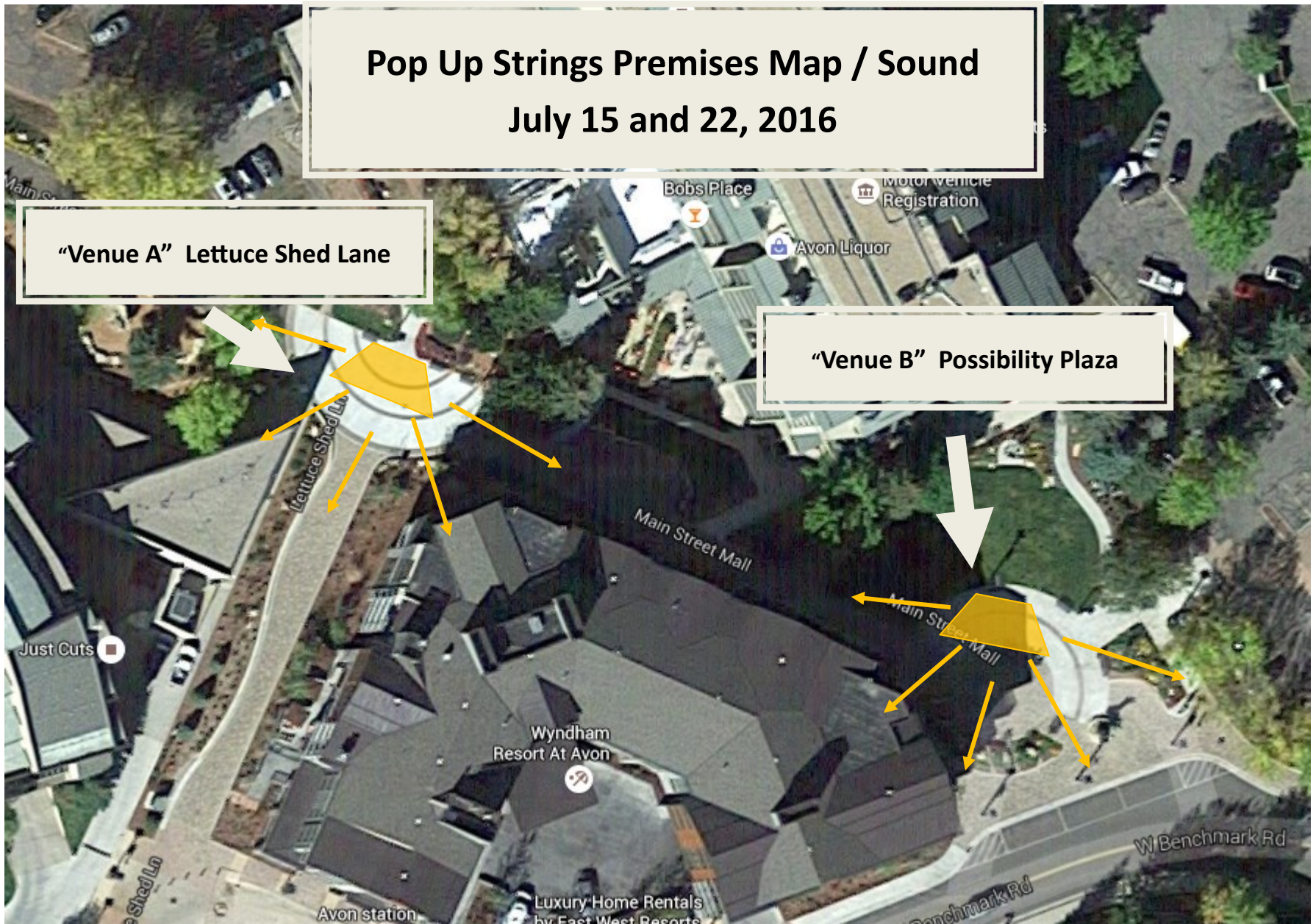
THE PERMIT APPLICATION IS APPROVED BY THE TOWN OF AVON AS NOTED BY THE SIGNATURES BELOW. THE APPLICANT MUST COMPLY WITH CHAPTER 5.24 OF THE AVON MUNICIPAL CODE AS OUTLINED ON THE BACK OF THIS APPLICATION.

<u>[Signature]</u> TOWN CLERK	<u>6/1/16</u> DATE
<u>[Signature]</u> DIRECTOR OF FESTIVALS & SPECIAL EVENTS	<u>6/2/2016</u> DATE
<u>[Signature]</u> AVON POLICE CHIEF OR DESIGNEE	<u>6/7/16</u> DATE

Pop Up Strings Premises Map / Sound July 15 and 22, 2016

“Venue A” Lettuce Shed Lane

“Venue B” Possibility Plaza





TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Matt Pielsticker, Planning Director
Meeting Date: July 12, 2016
Agenda Topic: **Public Hearing** and Motion to Continue Second Reading of Ordinance No. 2016-13
Approving Rezoning Lots 1, 2A, 2B, 2C, 3, and 5, Mountain Vista Resort Subdivision,
From PUD to Town Center District

I respectfully ask that the Public Hearing and Second Reading of Ordinance No. 2016-13 – Approving Rezoning Lots 1, 2A, 2B, 2C, 3, and 5, Mountain Vista Resort Subdivision, From PUD to Town Center District, be continued to the July 26, 2016 meeting. The applicant and Staff continue to work on an amended Development Agreement for consideration during second reading. Thank you.

PROPOSED MOTION

I move to continue the Public Hearing and Second Reading of Ordinance No. 2016-13 – Approving Rezoning Lots 1, 2A, 2B, 2C, 3, and 5, Mountain Vista Resort Subdivision, From PUD to Town Center District, to the July 26, 2016 meeting.



TOWN OF AVON, COLORADO
AVON MEETING MINUTES FOR TUESDAY, JUNE 28, 2016
AVON TOWN HALL, ONE LAKE STREET

1. A CALL TO ORDER & ROLL CALL

Mayor Fancher called the meeting to order at 5:07 p.m. A roll call was taken and Council members present were Sarah Smith Hymes, Scott Prince, Megan Burch, Buz Reynolds and Jake Wolf. Matt Gennett was absent. Also present were Town Manager Virginia Egger, Town Attorney Eric Heil, Planning Director Matt Pielsticker, Recreation Director John Curutchet, Human Resources Director Lance Richards, Assistant Town Manager Scott Wright, Executive Assistant to the Town Manager Preston Neill, and Town Clerk Debbie Hoppe.

2. APPROVAL OF AGENDA

Mayor Fancher asked to add an agenda item regarding a recommendation from the *Trails Plan Update Steering Committee* for the completion of a wildlife study. Mayor Fancher also asked for a discussion to set dates for Council and members of the public to do a site tour of the proposed trails. These items were added as 5.4 and 5.5.

5.4 – Direction was provided to staff to contact *Colorado Parks & Wildlife (CPW)* and ask them to complete an assessment of wildlife. Staff was asked to send out as a referral prior to Planning & Zoning Commission action on the wildlife study.

5.5 – Direction was provided to staff to set up at least 2 to 4 site tours of the proposed trails.

3. PUBLIC COMMENT

Nathaniel Davis, Anna Boyd and Louis Demato commented.
Matt Gennett arrived at 5:15 p.m.

4. PRESENTATION

START TIME: 00:07:05

Louis Demato commented.

4.1. UNITED STATES FOREST SERVICE PRESENTATION (AARON MAYVILLE, ACTING DISTRICT RANGER)

5. ACTION ITEMS

START TIME: 00:41:07

5.1. **PUBLIC HEARING** SOUND PERMIT APPLICATION FOR POP UP STRINGS & ART ON THE MAIN STREET MALL JULY 8, 2016 (DIRECTOR OF FESTIVALS & SPECIAL EVENTS DANITA DEMPSEY)

Mayor Fancher opened the Public Hearing and no comments were made. Mayor Pro Tem Wolf moved to approve the Amplified Sound Permit for Pop-Up Strings on Friday, July 8, 2016; Councilor Smith Hymes seconded the motion and it passed unanimously by those present.

5.2. REVIEW AND ACTION ON MR. PAUL EGAN’S APPEAL OF THE DENIAL OF A REAL ESTATE TRANSFER TAX REFUND (ASSISTANT TOWN MANAGER SCOTT WRIGHT)

Councilor Prince moved to approve Mr. Egan’s appeal for the refund of real estate transfer tax, with the stipulation that Mr. Egan must provide the closing statement to confirm he did pay a transfer tax,



TOWN OF AVON, COLORADO
AVON MEETING MINUTES FOR TUESDAY, JUNE 28, 2016
AVON TOWN HALL, ONE LAKE STREET

ensure the correct amount is refunded, and confirm his unit does have the LMI deed restriction. Councilor Prince also added a stipulation that the seller of the property must be refunded of any real estate transfer tax amount paid; Mayor Pro Tem Wolf seconded the motion and it passed on a 6 to 1 vote. Councilor Gennett voted no.

Councilor Smith Hymes moved to direct staff to clean up the municipal code pertaining to the real estate transfer tax; Councilor Gennett seconded the motion and it passed unanimously by those present.

5.3. PUBLIC HEARING AND MOTION ON RESOLUTION 16-16, APPROVING THE MEZA PUD AMENDMENT FOR LOT 110, BLOCK 1, WILDRIDGE SUBDIVISION - CONTINUED FROM THE JUNE 14, 2016 COUNCIL MEETING (PLANNING DIRECTOR MATT PIELSTICKER)

Dominic Murillo presented the Meza PUD.

Mayor Fancher opened the Public Hearing and no comments were made. Mayor Pro Tem Wolf moved to approve Resolution 16-16, A Resolution approving File #PUD16003, an Application for a Minor PUD Amendment to the Meza PUD; Councilor Prince seconded the motion and it passed unanimously by those present. Councilor Reynolds abstained from the vote.

6. WORK SESSION

START TIME: 02:22:08

6.1. REVIEW AND DIRECTION REGARDING PROPOSED LAND SWAP/ACCESS EASEMENT FOR THE DEVELOPMENT OF LOT 39 AND TRACT O, BLOCK 4, WILDRIDGE SUBDIVISION (TOWN ATTORNEY ERIC HEIL)

Councilor Reynolds recused himself due to a conflict.

6.2. REVIEW AND DIRECTION REGARDING XCEL/PUBLIC SERVICE COMPANY GAS LINE CHARGES IN WILDRIDGE (TOWN ATTORNEY ERIC HEIL)

Councilor Reynolds returned to the meeting.

7. ACTION ITEMS

START TIME: 02:47:15

7.1. RESOLUTION 16-19 ADOPTING THE TOWN OF AVON 2017-18 STRATEGIC PLAN (TOWN MANAGER VIRGINIA EGGER)

Michael Cacioppo commented.

Councilor Gennett moved to approve Resolution 16-19 Adopting *the Town of Avon 2017-18 Strategic Plan* as modified; Mayor Pro Tem Wolf seconded the motion and it passed unanimously by those present.

8. CONSENT AGENDA

START TIME: 04:11:20

8.1. BUTLER SNOW ENGAGEMENT LETTER (ASSISTANT TOWN MANAGER SCOTT WRIGHT)

8.2. MINUTES FROM JUNE 14, 2016 MEETING (TOWN CLERK DEBBIE HOPPE)



TOWN OF AVON, COLORADO
AVON MEETING MINUTES FOR TUESDAY, JUNE 28, 2016
AVON TOWN HALL, ONE LAKE STREET

8.3. MINUTES FROM JUNE 14, 2016 RETREAT (EXECUTIVE ASSISTANT TO THE TOWN MANAGER PRESTON NEILL)
Councilor Burch moved to approve the consent agenda items; Councilor Gennett seconded the motion and it passed unanimously by those present.

9. WRITTEN REPORTS

- 9.1. MONTHLY FINANCIAL REPORT (BUDGET ANALYST KELLY HUITT)
- 9.2. GIFT REPORTING – 2016 REDS, WHITES & BREWS FESTIVAL, COVERROCK FESTIVAL & BEAVER CREEK RODEO SERIES VIP TICKETS (EXECUTIVE ASSISTANT TO THE TOWN MANAGER PRESTON NEILL)

10. COMMITTEE MEETING UPDATES: COUNCILORS AND MAYOR

START TIME 04:11:57

- 10.1. ECO TRAILS & TRANSIT (MAYOR PRO TEM JAKE WOLF)
- 10.2. UERWA (COUNCILOR SARAH SMITH HYMES)
- 10.3. EAGLE COUNTY CLIMATE ACTION TASK FORCE (COUNCILOR SARAH SMITH HYMES)

11. MAYOR & COUNCIL COMMENTS

12. EXECUTIVE SESSION: PURSUANT TO COLORADO REVISED STATUE 24-6-402(4)(F) FOR THE PURPOSE OF DISCUSSING PERSONNEL MATTERS

Mayor Fancher moved to meet in Executive Session for the purpose of Discussing Personnel Matters. The time was 9:45 p.m.

Executive session began at 9:51 p.m.

Executive session ended at 10:42 p.m. Council reconvened into regular session at 10:42 p.m.

Mayor Fancher moved to approve the Town Manager's evaluation process as presented with the addition of any information regarding a salary change request is received with the packet materials on the Friday prior to the meeting. The time for the evaluation will be set prior to the start of the regular meeting. The list of community members being surveyed is to be reviewed by all of Council, not just Town Manager and Mayor. Councilor Burch seconded the motion and it was passed unanimously by those present.

13. ADJOURNMENT

There being no further business to come before the Council, the regular meeting adjourned at 10:44 p.m.



TOWN OF AVON, COLORADO
AVON MEETING MINUTES FOR TUESDAY, JUNE 28, 2016
AVON TOWN HALL, ONE LAKE STREET

RESPECTFULLY SUBMITTED:

Debbie Hoppe, Town Clerk

APPROVED:

Jennie Fancher _____
Jake Wolf _____
Matt Gennett _____
Megan Burch _____
Albert "Buz" Reynolds _____
Scott Prince _____
Sarah Smith Hymes _____

TO: Honorable Mayor Fancher and Town Council members
FROM: Eric J. Heil, Town Attorney
RE: Revisions to IGA for Joint Public Safety Facility
DATE: June 9, 2016

Summary: Council adopted **Ordinance No. 16-10 Authorizing the Acquisition of a Real Property Interest in Lot 1B, Buck Creek Subdivision, Town of Avon** on June 14, 2016. Ordinance No. 16-10 authorized the Town Manager to negotiate, amend and finalize the terms of the IGA subject to review and approval by the Town Attorney. Since approving the form of the IGA on June 14, 2016, the Fire District and the Town's bond counsel have provided a number of comments and suggested revisions.

A comparison of the July 8, 2016 version compared to the form of the IGA approved on June 14, 2016 is provided for your information. No Council action is requested; however, Council members are welcome to ask questions or express concerns. The July 8, 2016 version of the IGA has not been executed, but is expected to represent a final form of the document that is acceptable to the Fire District and bond counsel.

Revisions Include the Following:

The definition of "Change Order" and "Work" was added for cross-reference and consistency with the AIA construction document.

8.d. Acknowledgement of a Lump Sum Contract is included because that approach is currently under discussion with the Fire District and Construction Manager. A Lump Sum Contract would not change the Town's commitment to a maximum price for the project.

13.b. Facilities Management Plan – this section was simplified to reflect the principles for cost allocation but not attempt to describe details of various utilities which are not known or finalized at this time.

18. The Fire District requested a separate section for Default, Right to Cure which grants each party the Right to Cure a default in financing payments by the other party and to then assume the security interest (in the Town's case, the remainder of the lease term).

Thank you, Eric

ATTACHMENTS: Joint Public Safety Facility IGA REDLINE

**INTERGOVERNMENTAL AGREEMENT
CONCERNING THE OWNERSHIP, CONSTRUCTION, OPERATION AND
MAINTENANCE OF THE JOINT FIRE-POLICE STATION FACILITY
BETWEEN THE TOWN OF AVON AND
THE EAGLE RIVER FIRE PROTECTION DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) is made and entered into on July _____, 2016, (“**Effective Date**”) by the Town of Avon, a home rule municipal corporation of the State of Colorado (“**Avon**”) and the Eagle River Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado organized under Title 32 of the Colorado Revised Statutes (“**Fire District**”) (collectively, the “**Parties**,” and each individually a “**Party**”).

RECITALS

WHEREAS, the Fire District ~~is under contract to acquire~~ ~~has acquired~~ Lot 1B, Buck Creek PUD, as described and defined in the Plat recorded December 30, 2009, Reception No. 200927819, County of Eagle, State of Colorado (“**Lot 1B**”) with the intent to design, finance and construct a joint regional fire station and Town of Avon police station on Lot 1B (“**Joint Public Safety Facility**”); and,

WHEREAS, the Parties entered into an INTERGOVERNMENTAL AGREEMENT FOR A JOINT FIRE-POLICE STATION FACILITY BETWEEN THE TOWN OF AVON AND THE EAGLE RIVER FIRE PROTECTION DISTRICT, dated April 28, 2015; which was amended by the MEMORANDUM OF AGREEMENT REGARDING COST SHARING FOR PROGRAMMING, DESIGN AND PRE-CONSTRUCTION MANAGEMENT OF A JOINT FIRE-POLICE STATION FACILITY BETWEEN THE TOWN OF AVON AND THE EAGLE RIVER FIRE PROTECTION DISTRICT, dated June 9, 2015; and amended by SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR A JOINT FIRE-POLICE STATION FACILITY BETWEEN THE TOWN OF AVON AND THE EAGLE RIVER FIRE PROTECTION DISTRICT, dated January 11, 2016; and amended by the THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR A JOINT FIRE-POLICE STATION FACILITY BETWEEN THE TOWN OF AVON AND EAGLE RIVER FIRE PROTECTION DISTRICT, dated January 26, 2016; and amended by the FOURTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR A JOINT FIRE-POLICE STATION FACILITY BETWEEN THE TOWN OF AVON AND EAGLE RIVER FIRE PROTECTION DISTRICT, dated February 2, 2016 (collectively referred to as the “**2015 IGA**”); and,

WHEREAS, in accordance with the terms of the 2015 IGA, the Parties each referred a ballot measure concerning construction financing to their respective electorates for consideration on May 3, 2016 and the respective voters for each Party approved the referred ballot measures; and,

WHEREAS, the Parties desire to proceed with ~~constuction~~ ~~construction~~ of a Joint Public Safety Facility and thereby desire to replace and ~~superecede~~ ~~supersede~~ the 2015 IGA with this new Agreement to address various matters, including but not limited to conveyance of an undivided interest in Lot 1B to the Town of Avon, closing on construction financing, orderly and efficient

cooperation of a Construction Manager contract and Architectural Services contract, use and occupancy, operation and ~~maintance~~maintenance, and such other matters concerning each Party's rights and obligations in the Joint Public Safety Facility; and,

WHEREAS, the Parties acknowledge that each Party must close on its respective bond financing as a condition of proceeding with construction of the Joint Public Safety Facility and that the closing of each Party's bond financing will necessarily require satisfaction of many pre-~~requisities~~requisites, which the Parties desire to identify in this Agreement in order to promote the timely and orderly coordination of each Party's efforts to facilitate closing of the bond financing and commencement of construction; and,

WHEREAS, this Agreement is authorized pursuant to §29-1-201 and §30-11-101, Colorado Revised Statutes, as amended, and Article XIV, Section 18, of the Colorado Constitution.

NOW THEREFORE, in consideration of the covenants and mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

Part 1 – Construction of Joint Public Safety Facility

1. **Recitals Incorporated.** The Parties agree that the recitals stated above are hereby incorporated into the terms of this Agreement.

2. **Definitions.**

a. **Architect** shall mean Davis Partnership Architects, P.C.

b. **Change Order** shall mean “Change Order” as defined in the agreement for architectural services with Davis Partnership Architects, P.C. (AIA Document B101-2007, dated May 18, 2015) and the agreement for construction manager services (AIA Document A133-2009, dated _____).

~~b.c.~~ **Common Elements** shall mean any property which is part of the Property and not included in Unit A or Unit B. Avon and Fire District shall each have non-exclusive access and right to use and enjoy the ~~the~~ Common Elements as defined in this Agreement.

~~e.d.~~ **Construction Contracts** means all contracts entered into by Avon and the Fire District related to the design and construction of the Joint Public Safety Facility, including but not limited to, the agreement for ~~architeturat~~architectural services with Davis Partnership Architects, P.C. (AIA Document B101-2007, dated May 18, 2015) and the agreement for construction manager services (AIA Document A133-2009, dated _____) (“Construction Contracts”).

~~d.e.~~ **Construction Manager** shall mean Evans Chaffee Construction Group.

e.f. Construction Manager Contract shall mean the AIA Document A133-2009, AIA Document A201-2007, including any documents referenced therein, and any addendum, Change Orders or amendments to such documents.

f.g. Coordinated Unit Maintenance shall mean those elements of the individual Units which should be repaired simultaneously, including but not limited to the exterior walls of the Facility Structure.

g.h. Effective Date shall mean the date stated in the first paragraph of this Agreement.

h.i. Facility Structure shall mean the Joint Public Safety Facility building occupying Lot 1B, but not including driveways, drive aprons, parking areas, retaining walls, landscape and other portions of the Lot 1B outside of the footprint of the building as construction, as is specifically ~~described~~ described in **Exhibit ~~XX~~C: Joint Public Safety Facility Plat** attached to and made a part of this Agreement.

i.j. Lot 1B shall mean Lot 1B, Buck Creek Subdivision, Avon, Colorado as described in the subdivision plat recorded by reception number _____ and including the area of the Reconveyance Parcel as defined herein.

j.k. Lot 1B Closing shall mean the date that the Fire District conveys an undivided interest in Lot 1B to the Town of Avon.

k.l. Property shall mean Lot 1B, Buck Creek Subdivision, Filing No. 2, Avon, Colorado, dated _____ and recorded in the Eagle County Clerk and Recorder's Office, Reception No. _____, with a physical address of 60 Buck Creek Road, Avon, CO 81620.

l.m. Reconveyance Parcel shall mean the portion of Lot 1A, Buck Creek Subdivision, Filing No. 1, Avon, Colorado, in the amount of 4,479.00 square feet, more or less, as described in the Memorandum of Agreement, Lot 1A, Buck Creek Subdivision, Filing No. 1, dated June 8, 2015, and recorded in the Eagle County Clerk and Recorder's Office, Reception No. 201510241 ("**June 8, 2015 MOA**").

m.n. Unit shall ~~means~~mean the physical portion or individual air space of the Facility Structure and Property designated for separate and exclusive use by a Party, the boundaries of which are defined in **Exhibit ~~XX~~C: Joint Public Safety Facility Plat**.

o. Work shall mean "Work" as defined in the agreement for architectural services with Davis Partnership Architects, P.C. (AIA Document B101-2007, dated May 18, 2015) and the agreement for construction manager services (AIA Document A133-2009, dated _____), as may be amended from time to time.

3. Amendment and Replacement of Prior IGAs. The 2015 IGA, as defined in the Recitals, is hereby amended and replaced in its entirety by this Agreement.

4. Conveyance of Real Property Interest.

- a. **Terms and Pre-Conditions.** Fire District and Avon acknowledge that an undivided interest in Lot 1B must be conveyed to Avon as a pre-requisite to Avon closing on bondits Certificate of Participation financing.
 - b. **Inclusion of Reconveyance Parcel.** Lot 1B shall include the Reconveyance Parcel. Fire District agrees to diligently pursue conveyance of the Reconveyance Parcel prior to Lot 1B Closing in accordance with the terms of the June 8, 2015 MOA.
 - c. **Subdivision Replat.** The Parties acknowledge that a subdivision replat shall be required to reflect the conveyance of the Reconveyance Parcel from Lot 1A, Buck Creek Subdivision, Filing No. 1, to Lot 1B. Fire District agrees to commission Gore Range Surveying LLC, or other surveyor, to prepare a replat of Lots 1A and 1B to reflect the conveyance of the Reconveyance Parcel to Lot 1B and agrees to provide an updated title insurance commitment. The Town agrees to prepare other subdivision application information and promptly review the subdivision application. Town agrees that it will not charge the Fire District or Avon MOB LLC (the owner of Lot 1A, Buck Creek Subdivision, Filing No. 1) application fees or costs for the subdivision replat application. Town anticipates that the subdivision application will be subject to administrative review and approval.
 - d. **Special Warranty Deed.** The Fire District agrees to convey an undivided interest in Lot 1B to the Town of Avon in materially the same form as the special warranty attached hereto as **Exhibit ~~XXA~~: Form of Special Warranty Deed**, such that the Eagle River Fire Protection District and the Town of Avon shall own the Property as a Tenancy in Common with the Eagle River Fire Protection District owning a 55% undivided interest and the Town of Avon owning a 45% undivided interest in the Property, subject to the rights, obligations and terms of this Agreement, for such consideration and with such credits as is defined in the 2015 IGA.
 - e. **Extinguishment of Promissory Note.** Simultaneously with the conveyance of the undivided interest in Lot 1B to the Town of Avon, Avon agrees that the Annual Appropriation Note, dated June 8, 2015, shall be satisfied in full and shall be released and terminated by Avon and the original of such Annual Appropriation Note shall be returned to the Fire District. Avon agrees to pay the balance of the amount payable to the Fire District for Avon's share of the costs of Lot 1B which is now fixed at Eight Hundred Fifty Two Thousand Forty Two and 23/100 Dollars (\$852,042.33) after application of the remaining balance of the Annual Appropriate Note to such fixed amount.
5. **Construction Financing.** Avon and Fire District each represent to the other that each Party is using best efforts to proceed to closing on each Party's respective bond financing financings on or ~~prior to~~ about July 28, 2016, in order to enable construction to commence on August 1, 2016, or as soon thereafter as practicable. In the event financing for a party is not available by August 1, 2016, such party shall notify the other party and such party may make arrangements for payments to avoid or reduce delay in the commencement of the construction.
6. **Sales Tax on Construction Materials.** Avon agrees that construction materials purchased, delivered and used on buildings owned by local, state and federal governmental

entities are ~~exemption~~exempt from the Town's sales tax, and therefore agrees that no Town sales tax shall be imposed on construction materials used for the Fire District portion of the construction, Common Elements or Facility Structure.

7. **Waiver of Water Tap and Building Permit Fees.** As summarized in **Exhibit ~~XXB~~**, Avon agrees to waive building permit planning review fees in an amount not to exceed \$93,209 and the Fire District agrees to waive fire sprinkler fees, fire alarm fees and fire impact fees in an amount not to exceed \$13,604.40 related to the construction of the Facility Structure and Common Elements on the Property.

8. **Construction.**

- a. **Cooperation.** Each Party agrees to cooperate in good faith and coordinate with the other Party to perform in a timely manner as the Owner in the Construction Contracts, and further agrees to promptly notify the other Party of any circumstance or situation which may delay or affect the ability of such Party to perform in a timely manner as the Owner.
- b. **Apportionment of Costs.** The apportionment of costs for construction of the Joint Public Safety Facility, including but not limited to architectural services, pre-construction management services, and the Construction Manager Contract and other related ~~pre-construction~~services which arise from contracts entered into by both Avon and the Fire District, and the apportionment of construction costs, including but not limited to the agreement for architectural services ~~with which~~ are based on **Exhibit ~~XXB~~: Apportioned Cost** ("**Apportioned Cost**") ~~which shall be in accordance with Exhibit B~~ with respect to various identified portions of the project until adjusted pursuant to the terms of this Agreement, as may be amended from time to time.
- c. **Payment ~~Responsibility~~Responsibility.** All Contracts to which this Agreement is applicable shall state that Avon and the Fire District are each responsible and liable for payment and costs under such ~~contracts~~Construction Contracts only to the extent of each Party's respective Apportioned Cost, or other apportionment as may be mutually agreed, and that the Parties are not jointly and severally liable for the entire cost of Construction Contracts.
- d. **Guaranteed Maximum Price, ~~or Lump Sum Payment.~~** The Parties agree to review a Guaranteed Maximum Price proposal from the Construction Manager in accordance with §2.2 of A133 Agreement with the Construction Manager. Provided that the Apportioned Cost of the Guaranteed Maximum Price does not exceed the amount of funds each Party has appropriated, each Party agrees that acceptance of the Guaranteed Maximum Price proposal shall not be unreasonably withheld. The Parties may also agree to a Lump Sum Contract with the Construction Manager.
- e. **Payments.** The Parties each agree to receive, process and make payment in accordance with the terms of the Construction Contracts, provided that each Party's payment shall be in the amount of the Apportioned Cost. The Parties agree that the Construction Manager Contract shall require the Construction Manager's pay applications to include a cover sheet with a cost allocation of the portion of Work completed for each Party's portion of

the Joint Public Safety Facility. In the event either Party disputes a pay application or requests additional information or testing, such Party shall promptly notify the other Party.

f. Change Orders. The Parties agree that the Construction Manager Contract shall require the Construction Manager to provide a cost allocation to each Party for every Change Order and that every Change Order will require the signature of the Construction Manager, the Architect, Town of Avon and Eagle River Fire Protection District. The Party not requesting a Change Order may object to a Change Order requested by the other Party if **(1)** such Change Order increases cost of construction or projected operation and maintenance costs for the non-requesting Party ~~or if~~, **(2)** the Change Order would result in delay of the completion of construction, or (3) the Changer Order would adversely affect the programming for the non-requesting Party; otherwise, each Party's approval and signature of Changes Orders shall not be unreasonably withheld or delayed.

g. Adjustment to Apportionment of Costs. The Parties agree that the Apportioned Cost shall be adjusted when the actual designs for the Joint Public ~~Safety~~Safety Facility indicate a different square footage and different ratio of shared space, police department and fire department space. Such adjustment shall be applied to work performed from the date of adoption of a replacement Exhibit ~~AB~~AB-(x): ~~Apporportioned~~Apportioned Cost, unless another method of allocation is mutually determined appropriate. The updated replacement Exhibit ~~AB~~AB-(x): Apportioned Cost shall automatically replace and ~~supereedes~~supersede any previously adopted Exhibit ~~AB~~AB-(x): Apportioned Cost and shall automatically become a part of this Agreement. Any updated replacement Exhibit ~~AB~~AB-(x): Apportioned Cost shall be ~~number~~numbered sequentially to denote the most updated version (e.g. ~~AB~~AB-1, ~~AB~~AB-2). The Parties agree to work cooperatively in good faith to consider the equitable allocation of cost to each Party for any change in the design, which may be based on square footage as depicted in Exhibit ~~AB~~AB-1: Apportioned Cost or may be based on another method or formula as mutually determined appropriate to achieve the purpose of this Agreement. The Parties agree that any additional cost resulting from a ~~change order~~Change Order or amendment to any Construction Contracts which is requested by, and which primarily concerns, one Party shall be paid for by such Party and shall not change or affect the Apportioned Cost for the remainder of the Construction Contracts unless the Parties mutually agree that another method or formula is appropriate.

h. Final Payment. Each Party shall follow and complete all applicable requirements, including publication of Notice of Final Payment, before making final payment to the Construction Manager for its portion of the cost of the Joint Public Safety Facility.

9. Warranties. The Parties agree to share information, promptly review and coordinate a demand to correct any Work pursuant to warranty provisions in the Construction Contracts.

9.10. Termination of Tenancy and Vacation of the ~~Wildrige~~Wildridge Station. Avon may terminate the District's tenancy of the Wildridge Fire Station 90 days after the earlier to occur of Avon issuing a Temporary Certificate of Occupancy or issuing a Final Certificate of Occupancy to the District for the Regional Avon Fire Station. The Parties agree that this ~~Second~~AmendmentAgreement and the issuance of Temporary Certificate of Occupancy or Final

Certificate shall serve as all required legal notice. The District agrees to remove all personal property from the premises not owned by the Avon and to clean the premises to commercial reasonable standards prior to vacating the premises.

10.11. Termination of Lease and Vacation of the Avon Fire Station. Avon may terminate its existing lease with the District for the Avon Fire Station District 90 days after the earlier to occur of Avon issuing a Temporary Certificate of Occupancy or issuing a Final Certificate of Occupancy to the District for the Regional Avon Fire Station. The Parties agree that this Second Amendment Agreement and the issuance of Temporary Certificate of Occupancy or Final Certificate shall serve as all required notice under the applicable lease. The District agrees to remove all personal property from the premises not owned by the Avon and to clean the premises to commercial reasonable standards prior to vacating the premises.

Part 2 – Use and Occupancy of Joint Public Safety Facility

11.12. Use and Occupancy of Units.

- a. Unit Description.** The Facility Structure is divided in to Unit A, Unit B, and Common Elements, as described in **Exhibit ~~XXC~~: Joint Public Safety Facility Plat**. The Parties agree that upon completion of construction a revised Joint Public Safety Facility Plat shall be prepared, executed and recorded in the Eagle County Clerk and Recorder's Office.
- b. Use and Occupancy of Units.** The Fire District (including its lessees, assigns and tenants) shall have the exclusive use and enjoyment of Unit A and Avon (including its lessees, assigns and tenants) shall have the exclusive use and enjoyment of Unit B, subject to the terms of the Agreement. Each Party's rights include the right to access the Unit, the right to use, access and enjoy the Common Elements, subject to the terms of this Agreement. The use of each Unit shall be in compliance with the Public Facility zone district regulations of the Town of Avon and other applicable local, state and federal regulations.
- c. Partition of Units.** No Party may partition, subdivide or in any manner divide a Unit into two or more units without the approval of the other Party, which may be granted or withheld in such Party's sole discretion, and which shall be subject to approval by the Town of Avon in accordance with the Town's development, land use, building and other applicable regulations.
- d. Lease or Sublet.** Each Party shall have the right to lease or sublet all or any portion of the Party's assigned Unit provided that the use of such Unit is **(1)** in compliance with the terms of this Agreement, **(2)** in compliance with applicable local, state and federal regulations, and **(3)** is in compliance with the terms of any financing that creates an encumbrance on the Unit. Each Party shall remain responsible for any loss, damage or destruction which occurs during any such lease or sublet period as if such Party were occupying the assigned Unit. Nothing herein shall limit the ability of such Party from asserting claims against such tenants or other third parties who may be responsible to the Party leasing or subletting an assigned Unit. —Notwithstanding the foregoing, no Party

may lease or sublet any portion of its assigned Unit to an entity that is not a local government without receiving an opinion of bond or special counsel to the effect that such lease or sublease will not affect the tax-exempt status of any financing currently outstanding relating to the Joint Public Safety Facility.

d.

12.13. Operation and Maintenance.

a. No Impairment of Structural Soundness. Neither Party shall perform or permit any act or work that would impair the structural soundness or integrity of the Facility Structure or impair an easement, utility or Common Element.

b. Facility Management Plan. The Parties agree to prepare a Facility Management Plan prior to the issuance of a Temporary Certificate of Occupancy, which Facility Management Plan will address the operation, maintenance, repair and replacement of the Common Elements and Coordinated Unit Maintenance. The Parties agree to meet on an annual basis to review and update the Facility Management Plan. The Facility Management Plan may address any aspect of the operation, maintenance, repair and replacement of the Common Elements and Coordinated Unit Maintenance and may include agreements to establish funds for operation and maintenance and capital reserve funds for replacement, and the payment of invoices based on the Apportioned Costs. The Facility Management Plan shall include the following elements:

b.i. Maintenance and Repair of Unit. Each Party agrees to maintain and repair its Unit as may be reasonably necessary to prevent damage to the other Unit.

e.ii. Payment. Each Party shall agree to make payment within thirty (30) days of receipt of an invoice for an operation, maintenance, repair or replacement expense that is divided between the Parties per the Apportioned Cost, unless the Parties ~~mutally~~mutually agree to a ~~shorter~~different timeframe ~~as may be required for certain work or services~~in the Facilities Management Plan.

d.iii. General Maintenance, Repair and Replacement. For any Common Elements the Parties agree that all improvements shall be maintained, promptly repaired, and replaced when deteriorated beyond repair. The Parties shall consult and mutually agree on the timing, scope and budgeting of maintenance, repairs and replacement. The Parties agree to coordinate contracts for services as may be efficient and cost effective, including but not limited to: janitorial services, trash/recycling, and elevator maintenance and inspections. The Parties agree that damage or breakage which negatively impacts the use of a Unit or has the potential to result in additional damage to a Unit if not corrected shall be repaired or addressed as soon as practical.

e. Utilities, Facility ~~The Facilities~~ Management Plan. ~~The Parties agree to meet on an annual basis to review the operation, maintenance, repair and replacement shall address all utility services for the Property, including defining portions of the service lines which~~

~~may be~~ Common Elements and Coordinated Unit Maintenance and agree to develop a Facility Management Plan. The Facility Management Plan may address any aspect of the operation, maintenance, repair and replacement of the Common Elements and Coordinated Unit Maintenance and, the use of metered service, the Party or Parties that may include agreements to establish funds for operation and maintenance and capital reserve funds~~hold the utility service in its name, the methodology~~ for replacement.

~~f.~~ apportioning utility charges, fees and costs, and such other matters that are appropriate.
~~Utilities~~Utilities.

~~i.~~ Water. Water service for the Property shall be in the name of _____. The Parties shall include, but not be jointly responsible for the repair and maintenance of the limited to: water line from the point of connection with the water main to the point of the water meters and such cost shall be allocated between the Parties per the Apportioned Cost. The outdoor landscaping shall utilize the Avon water meter. Outdoor landscaping water use shall be determined by subtracting the average water use during billing cycles without any outdoor irrigation use from the billing cycles with outdoor irrigation water use. The Parties shall be responsible for payment of outdoor irrigation water use per the Apportioned Costs. Each Party shall be responsible for its own water indoor water billing.

~~ii.~~ Sewer. Sewer service for the Property shall be in the name of _____. The Parties shall be jointly responsible for the repair and maintenance of the, sewer line from the point of designated in the Joint Public Facilities Plat to the sewer main and such costs shall be allocated between the Parties per the Apportioned Cost. Each Party shall be responsible for its share of sewer billing based on its share of indoor water use.

~~iii.~~ Gas. Gas service for the Property shall be in the name of _____. The Parties shall be jointly responsible for the repair and maintenance of the, natural gas line from the point of connection with the gas main to the point of the gas meters with such cost to be allocated between the Parties per the Apportioned Cost. Each Party shall be responsible for its own metered gas billing.

~~iv.~~ Electric. Electric service for each Unit shall be in the name of the owner of the Unit. The Parties shall be jointly responsible for the repair and maintenance of the, electric line from the point of connection with the, electric transmission line to the point of the electric meters with such cost to be allocated between the Parties per the Apportioned Cost. Each Party shall be responsible for its own metered electric billing.

~~v.~~ Telephone. Each Party shall be responsible for its own, telephone service.

~~vi.iv.~~ Trash. Each Party shall be responsible for its own trash service, and internet.

~~g.c.~~ Insurance. ~~Each Party agrees~~The Parties agree to carry building insurance coverage for the ~~Unit it owns~~Joint Public Safety Facility through either CIRSA or VFIS or other

District insurer, whichever coverage is most comprehensive and reasonable in cost, in an amount that is not less than the full insurable replacement cost of the insured property less applicable deductibles at the time the insurance is purchased and at each renewal. Such coverage shall ~~maintain~~include property insurance on the Common Elements in an amount that is not less than the full insurable replacement cost of the Common Elements less applicable deductibles at the time the insurance is purchased and at each renewal. ~~shall maintain, including~~ general liability insurance on the Common Elements in the amount of at least \$1,000,000 per occurrence and \$1,000,000 aggregate. If this coverage is provided through CIRSA, the Fire District shall be named as an Additional Insured; if the coverage is provided through VFIS or other District insurer, Avon shall be named as an Additional Insured. The cost of ~~building~~all of the aforementioned insurance ~~and general liability insurance for the Common Elements~~coverage shall be divided between the Parties based upon the Apportioned Cost. Additionally, if any portion of the property is encumbered by a lease purchase financing, any insurance with respect to property encumbered by such lease purchase financing shall name the trustee or similar party as an Additional Insured if so required by the lease purchase financing.

13.14. Additions, Expansions and Remodels.

- a. **Additions and Expansions.** Any proposed addition or expansion by a Party shall be subject to review and approval of the other Party within thirty (30) days of receipt of a complete set of plans unless the reviewing Party requests a reasonable amount of additional time for review, which approval shall not be unreasonably withheld.
- b. **Remodels.** Each Party shall have the right to redecorate, remodel or reconstruct the interior of such Party's assigned Unit, provided that no reconstruction, redecoration or remodeling shall be made without prior written consent of the other Party if it would affect structural members, Common Elements, or the exterior appearance of the Facility Structure. Each Party is responsible for securing all required governmental plan and permit approvals.
- c. **Lease Financings.** Any additions, expansions or remodels to any portion of the property which is encumbered by a lease purchase financing shall become part of the leased property as such term is defined in any lease documents if so provided in the lease documents.

14.15. Mechanics Liens. Subsequent to completion of the Facility Structure, no labor performed or materials furnished and incorporated into a Unit with the consent or request of the Unit owner shall be the basis for filing of a lien ~~aginast~~against the other Unit or the Common Elements, except as to the undivided interest of the Unit for which such labor or materials shall have been furnished.

15.16. Encumbrances. Each Party shall have the right to subject the respective Party's Unit interest to encumbrances as may be reasonably required to use such Unit as a security interest for lease purchase financing, including but not limited to certificate of participation financing, subject to the following limitation and terms:

- a. The Party seeking to subject its Unit to an encumbrance for financing purposes shall provide written notice to the other Party at least forty-five (45) days in advance of the closing on the financing.
- b. The Party seeking financing shall provide copies of all financing documents to the other Party upon receipt of written request. Such copies shall be provided with a reasonable time for review, which shall not be less than five (5) business days.
- c. The terms of financing shall incorporate and be subject to the Right of First Refusal set forth in Section ~~11~~17 below.
- d. Sections (a) and (b) above shall not apply to the lease purchase financing entered into by Avon in order to provide funds to finance the initial acquisition and construction of the Joint Public Safety Facility.

16.17. Sale or Disposition – Right of First Refusal. Each Party shall have a Right of First Refusal (“**ROFR**”) on the sale or ~~dispotion~~disposition of the other Party’s undivided property interest. The transferring Party (“**Transferring Party**”) shall not transfer, assign, gift, sell, encumber or otherwise dispose (collectively “**Transfer**”) its undivided interest in the Property unless the Transferring Party complies in all respects with the provisions of this Section 11 and its sub-sections.

- a. **Notice of a Bona Fide Offer.** In the event that the Transferring Party desires to Transfer its undivided interest, or any portion thereof, in the Property to any third party ~~(the~~ “(“Intended Transferee”), then the Transferring Party shall give to the other Party (“**Non-Transferring Party**”) the first right to acquire such property interest on essentially the same written terms as agreed by such Intended Transferee. The Transferring Party shall first provide a written notice to the Non-Transferring Party of its intent to transfer its undivided interest in the Property, and shall include the written agreement between the Transferring Party and the Intended Transferee that includes all details of the proposed transfer, including description of property to be transferred, amount of consideration and any terms for payment, form of deed, title exceptions, closing date, and any contingencies.
- b. **Acceptance of ROFR.** The Non-Transferring Party may elect to exercise the ROFR by tendering written notice on or before the ninetieth (90th) day after the date of receipt of the written notice and a complete written agreement defining terms for the transfer of a property interest. For the purpose of calculating the timeliness of Non-Transferring Party’s written notice to elect to exercise the ROFR, if the last day for such notice is on a Saturday, Sunday or legal holiday, then the last day for Non-Transferring Party to provide notice shall be the next business day.
- c. **Transfer Terms.** For the purposes of this section ~~11~~17, the term “**Transfer Terms**” shall mean: (i) in the case of sale, the price at which and the terms on which the Transferring Party desires to sell its interest in the Property to the Intended Transferee (provided however, if such terms and conditions include non-price terms not acceptable to the Non-Transferring Party, the Non-Transferring Party may elect to pay cash equivalents in case

at the closing); and (ii) in the case of any Transfer other than a sale, a price equal to the fair market value of the interest in the Property, or portion thereof, to be transferred, as determined by a real estate appraiser selected by mutual agreement of the Parties. If the Parties are not able to mutually select an appraiser, then the Parties shall each select one appraiser and the selected appraisers shall select a third appraiser who shall determine the fair market value of the interest in the Property, or portion thereof, to be transferred.

d. **Closing.** Notwithstanding the schedule stated in any written agreement executed by the Transferring Party to transfer such Party's interest, or any portion thereof, in the Property to an Intended Transferee, the Non-Transferring Party shall have the right to close on the transfer of the Property, or portion thereof, on a date not sooner than one hundred and eighty (180) days after the date of providing written notice of election to exercise the ROFR. For the purpose of calculating the last date for closing hereunder, if the 180th day is on a Saturday, Sunday or legal holiday, then the last day for the Non-Transferring Party to close shall be the next business day.

e. **Disclosure of ROFR.** Each Party agrees to disclose this ROFR and reference this Agreement and specifically the ROFR set forth in this ~~section 11~~ **Section 17** in any agreement to transfer its undivided interest in the Property, or any portion thereof.

f. **Lease Purchase or Certificate of Participation Financings.** In the event that any portion of the Joint Public Safety Facility is encumbered by a lease purchase financing or certificate of participation financing, the lease or financing documents shall provide that the Non-Transferring Party is entitled to the ROFR. This section shall apply only in the event that no event of default or event of non-appropriation (as such terms may be defined in a lease purchase financing or certificate of participation financing) shall have occurred or be continuing. If such event of non-appropriation or event of default has occurred, Section 18 below shall apply.

g. **Tax Exempt Status of Financings.** Notwithstanding the above, no sale or disposition of either Party's interest in the Joint Public Safety Facility shall occur if such transfer would, in the opinion of bond or special counsel, affect the tax-exempt status of any financing currently outstanding relating to the Joint Public Safety Facility.

18. Default, Right to Cure. In the event either Party should default by failing to budget and appropriate the funds necessary to make all payments due under any form of certificates of participation or lease purchase financing, the non-defaulting Party is hereby granted the right to cure any such default by payment or payments to the Lessee or the Trustee during the remaining term of the certificates of participation. In the event the non-defaulting Party pays the remaining obligation in full, the non-defaulting Party shall receive the property interest used for security which may be fee title or the remaining term of lease hold interest in the Joint Public Safety Facility under the terms of the certificates of participation or lease purchase financing from the record owner of such interest, either Avon, the Fire District or a Trustee for any certificates of participation or lease purchase financing. The property interest received by the non-defaulting Party or any successor, assignee or lessee of the non-defaulting Party shall be subject to the terms and provisions of this Agreement and any amendments thereto approved by the Parties, as

well as the terms and provisions of any Facilities Management Plan then in effect. This Right to Cure shall be separate and distinct from any ROFR set forth in Section 17.

e.

17.19. Default, Remedies.

- a. ***Default.*** A “breach” or “default” shall be defined as a failure to timely fulfill or perform a material obligation of this Agreement.
- b. ***Notice of Default.*** In the event of a default by a Party, the non-defaulting Party shall deliver written notice to the defaulting Party of such default, at the address specified for notices, and the defaulting Party shall have thirty (30) days from and after receipt of such notice to cure such default. If such default is not of a type which can be cured within such 30-day period and the defaulting Party gives written notice to the non-defaulting Party within such 30-day period that it is actively and diligently pursuing such cure, the defaulting Party shall have a reasonable period of time (not to exceed an additional one hundred fifty (150) additional days) given the nature of the default following the end of such 30-day period to cure such default, provided that such defaulting Party is at all times within such additional time period actively and diligently pursuing such cure.
- c. ***Remedies.*** In the event the default is not cured, the non-defaulting Party shall have the right to enforce the defaulting ~~Partys’~~Party’s obligations by an action for any equitable remedy and/or action to recover damages. Each remedy is cumulative and in addition to every other remedy provided for in this Agreement, or otherwise existing in law, inequity or by statute. Any remedy available under this Agreement shall be subject to the provisions of any lease purchase financing agreements or certificate of participation agreements which may be outstanding related to the Joint Public Safety Facility.

Part 3 – General Terms

18.20. Miscellaneous.

- a. ***Term.*** This Agreement shall continue in perpetuity until amended or terminated by mutual written agreement of the Parties.
- b. ***Tax Exempt Status of Financings:*** The Parties agree that neither Party shall take any action, or omit to take any action, that would affect the tax status of its respective financings which were utilized to finance the Joint Public Safety Facility project.
- c. ***Nonappropriation of any Lease.*** Nothing herein shall create any obligation of either Party to renew any lease beyond its then current fiscal year as provide in any financing documents relating to such lease financing.
- d. ***Runs with the Land.*** This Agreement shall be recorded in the Clerk and Recorder’s Office for Eagle County, Colorado. The provisions of this Agreement shall constitute

covenants and servitudes that touch, attach to and run with the land comprising the Property and, the burdens and benefits of this Agreement shall bind and inure to the benefit of all estates and interest in the Property and all successors in interest to the Parties.

b.e. No Third Party Beneficiaries. Nothing herein expressed or implied is intended or should be construed to confer or give to any person or corporation or governmental entity other than the Fire District and the Town, any right, remedy or claim under or by reason hereof or by reason of any covenant or condition herein contained, nor limit in any way the powers and responsibilities of the Town, the Fire District, or any other entity not a party hereto.

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

d.g. Amendments. This Agreement may be amended from time to time by a written agreement duly authorized and executed by both Parties to this Agreement; provided, however, that any amendment hereto shall not, in the opinion of bond or special counsel, affect the tax-exempt status of any obligation utilized by either Party to finance or re-finance the Joint Public Safety Facility.

e.h. Survival of Terms. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or ~~effect~~ affect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

f.i. Assignment. The Parties agree that neither Party hereto can assign this Agreement, or any right or obligation contained herein, to another party without the express written consent of the other Party and any attempt to do so shall be void and ineffective, with the exception that this sub-section shall not restrict a Party's ability to encumber that Party's Unit and pledge the Unit for security in accordance with Section ~~15~~ 16. Encumbrances.

g.j. Complete Agreement. This Agreement represents the full and complete understanding of the Parties, and supersedes any prior agreements, discussions, negotiations, representations or understandings of the Parties with respect to the subject matter contained herein.

h.k. Governing Law, Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. Venue for any District Court action shall be in Eagle County, Colorado.

i.l. Indemnification. Avon, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the Fire District or of any

officer or employee thereof. Likewise, the Fire District, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of Avon or by any officer or employee thereof. Avon agrees to indemnify, defend and hold harmless to the extent allowed by law, the Fire District, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever, arising out of or related to the Avon's intentional or negligent acts, errors or omissions or that of its agents, officers, servants, and employees, whether contractual or otherwise. Likewise, the Fire District agrees to indemnify, defend and hold harmless to the extent allowed by law, Avon, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever arising out of or related to the Fire District's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, whether contractual or otherwise.

j.m. 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 either Party, its officials, employees, contractors, or agents, or any other person acting on behalf of a Party 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.

k.n. Notices. All notices, requests, demands, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand-delivered or sent by certified, United States mail, postage prepaid, with return receipt requested, or sent via electronic transmission provided that such transmission is acknowledged by the receiving Party, addressed to the Parties as follows:

TO ERFPD:

The Eagle River Fire Protection District
351 Benchmark Road
Post Office Box 7980
Avon, CO 81620
Attn: Fire District Chief
[E-Mail: kbauer@eagleriverfire.org](mailto:kbauer@eagleriverfire.org)
[E-Mail: kbauer@eagleriverfire.org](mailto:kbauer@eagleriverfire.org)

with copy to:

James P. Collins
Collins, Cockrel & Cole
390 Union Boulevard, Suite 400
Denver, CO 80228-1556
[E-Mail: jeollins@cccfirm.com](mailto:jeollins@cccfirm.com)

E-Mail: jcollins@cccfirm.com

TO AVON:

Town of Avon
One Lake Street
Post Office Box 975
Avon, CO 81620

Attn: Town Manager

E-Mail: vegger@avon.org

E-Mail: vegger@avon.org

with copy to:

Avon Town Attorney
One Lake Street
Post Office Box 975
Avon, CO 81620

E-Mail: eric@heillaw.com
eric@heillaw.com

[EXECUTION PAGE FOLLOWS]

EXECUTED as of the date first written above.

TOWN OF AVON, COLORADO

BY:

ATTEST:

Jenny Jennie Fancher, Mayor

Debbie Hoppe: Town Clerk

APPROVED AS TO FORM:

Eric J. Heil, Esq., Avon Town Attorney

EXECUTED as of the date first written above.

EAGLE RIVER FIRE PROTECTION DISTRICT

BY:

ATTEST:

Clint Janssen, Chairperson

John

Halloran, Secretary

APPROVED AS TO FORM:

James P. Collins, Esq.

Public Safety Facility Project Update





Public Safety Facility Update

1. Project Construction Update and Revised Construction Schedule
2. Bond Financing Update and Timetable
3. TOA / Eagle River Fire IGA Update

Public Safety Facility Project Update



Police Station Budget

July 6, 2016

- Project Budget \$ 6,450,000
- Construction - GMP \$ 4,367,753
- Low voltage/security/fiber \$ 150,000
- Design \$ 441,000
- Soft Costs \$ 309,224
- Owner's Contingency \$ 330,158 (7.5%)

Police Station

- Does not include Geothermal, PV Solar, or the energy off-set fee
- Geothermal was cost-prohibitive.
- Investigating Solar PV instead of paying the energy off-set fee

Police Station Schedule

- Official groundbreaking scheduled for July 29th at 10 am
- Major work will commence around August 15th
- Completion end of December 2017
- Police move in immediately after January 2018

TO: Honorable Mayor Fancher and Town Council members
FROM: Eric J. Heil, Town Attorney
RE: Review and Update of Council Meeting Rules
DATE: July 7, 2016

SUMMARY: I have received questions about legal considerations and appropriateness of text messages or e-mails between Council members concerning Council business during a Council meeting. The Avon Town Council Simplified Rules of Order, adopted January 28, 2014, does not address text messages or e-mails during Council meetings. Text messages and e-mails do constitute electronic communication and electronic documents and are therefore subject to disclosure under the Colorado Open Records Act.

If Council is interested in address electronic communication between Council members during Council meetings then I recommend the addition of a new **Standard of Conduct of Avon Town Meetings** to read as follows: **I.D.** *"Members of the Avon Town Council shall not communicate between or amongst themselves by text message, e-mails or other forms of electronic communication during a Council meeting."*

A google search of "text messages between Council members" will bring up numerous incidences around the country where the media has obtained text messages and where the communication appears completely inappropriate and contrary to spirit of sunshine laws to conduct public business in public, including Seattle, WA; Jacksonville, FL; West Hollywood, CA; Champaign, IL; El Paso, TX; Madison, WI; Peoria, AZ; Anaheim, CA; and many more. Many communities have debated whether smart phones should even be permitted at Council meetings and several have formally banned them during meetings.

Council members are also reminded of two other important legal considerations related to text messages and electronic communications. First, during quasi-judicial public hearings it is NOT appropriate to receive text messages, e-mails or other electronic communications because that would constitute an illegal ex parte contact. If such messages are received, then the Council member is required to disclose the message at the public hearing. Second, Council members are encouraged and advised to NOT use personal e-mail addresses for Town related business. Any use of personal e-mail addresses for Town business then renders personal e-mail accounts open to review and inspection under open records requests for public documents.

Finally, communications by the public via text, e-mail or other electronic means is generally permissible and encouraged (with the exception of quasi-judicial ex-parte contact). Communications between an individual Council member and a constituent may be confidential if the constituent believes or intends the communication to be confidential; however, confidentiality is lost if the constituent sends the message to more than one Council member.

RECOMMENDATION: Council should not send text messages or e-mails to other Council members during Council meetings.

REQUESTED ACTION: Direction to revise the Avon Town Council Simplified Rules of Order to add a new standard to restrict communication by text messages, e-mails or other forms of electronic communication between Council members.

Thank you, Eric

Attachments: Avon Town Council Simplified Rules of Order
Article from West Hollywood

Avon Town Council Simplified Rules of Order

These Simplified Rules of Order establish rules and procedures for Avon Town Council meetings. The intent is to set forth simplified rules which are readily accessible and usable by the Avon Town Council members and understandable by the general public. The provisions of the Home Rule Charter, the Avon Municipal Code, or any ordinance adopted by the Avon Town Council shall govern and apply in the event there is any conflict with these Simplified Rules of Order. Unless otherwise indicated, any reference to “Mayor” shall also mean the “Mayor Pro-Tem” or “Acting Mayor” in the absence of the Mayor, as set forth in the Avon Home Rule Charter.

I. Standards of Conduct for Avon Town Meetings: The Avon Town Council finds that the foundation of municipal democracy rests on open, respectful and informed discussion and debate balanced with the necessary efficiency required to take action in the public interest. Reasonable persons will often disagree on many public matters which arise before elected and appointed officials. The process of discussion and debate is essential to the ability of elected and appointed officials to render the best decisions possible for the Avon community. The following standards of conduct are considered the minimum standards for elected and appointed officials.

- A. Elected and appointed officials shall conduct themselves in a mature manner that is becoming of public officials, shall respect one another and shall respect members of the public.
- B. Elected and appointed officials shall refrain from profanity, rude behavior or personal attacks and shall promptly apologize to both the board and the recipient of any such behavior in the event of a temporary lapse of appropriate behavior.
- C. The Mayor shall be responsible for maintaining civility, decorum and order throughout the meeting.

II. Mayor: Every meeting of the Avon Town Council shall be presided over by the Mayor. If the Mayor is absent the Mayor Pro-Tem shall preside over the meeting. If the Mayor has a conflict of interest on a matter then the Mayor Pro-Tem shall preside over the meeting for such matter. If the Mayor and Mayor Pro-Tem are absent, or if they both have conflict of interest on a matter, then a quorum of Council members shall appoint an Acting Mayor by motion who shall then preside over the meeting or shall preside over such matter for which the Mayor and Mayor Pro-Tem have conflict of interest. The Mayor shall strive to moderate Council meetings with impartiality, shall strive to allow input from all other Council members on matters before expressing his or her opinion, and shall refrain from making a motion or seconding a motion until it is apparent that no other member of the Council will do so.

III. Agendas: The following rules and procedures shall apply to agendas:

- A. The Mayor shall determine the agenda in consultation with the Town Manager. The Town Council may direct items to be included on an agenda. Individual Council members may contact the Mayor to request inclusion of a matter on an agenda. The Mayor shall consult with the Town Manager and exercise discretion to determine if the matter should be included on the agenda as a discussion item or an action item.

- B. After roll call, the Council shall approve the agenda by motion by a majority of the quorum present with any additions or deletions Council deems appropriate.
- C. The Council may take action by motion at any time during a meeting to schedule discussion or action items on a future agenda which shall be scheduled by Town Staff.
- D. Noticing for action items and public hearings shall be in accordance with applicable law.

IV. Motions: All official Town Council actions are initiated by motion. These following rules and procedures apply to motions. There are two basic motions: action motions and procedural motions. Only one action motion may be on the floor at a time. A procedural motion may be proposed, discussed and acted upon when an action motion is on the floor or at any other time.

- A. **Basic Motion:** The basic motion to take action is stated as, “I move to” Every motion requires a second. Once a motion is made no further discussion can continue until a second is made to support the motion.
- B. **Discussion:** All Council members have the right to discuss the motion on the floor. Discussion cannot be concluded unless (1) all Council members present consent or (2) a majority of Council members present approve a procedural motion to “Call the Question” and end debate.
- C. **Withdraw a Motion:** The maker of a motion may choose to withdraw the motion at any time prior to the vote on the motion and may interrupt a speaker to withdraw the motion and consent of the Council member who seconded the motion is not required. The motion is immediately withdrawn; however, the Mayor may then ask the Council member who seconded the withdrawn motion and any other Council member if such Council member wishes to make the motion.
- D. **Amendment to Motion:** Any Council member may request an amendment to a pending motion. The maker of the pending motion and Council member who seconded the motion must consent to the proposed amendment. Any Council member may also propose a substitute motion to a pending motion which also requires consent of the maker of the pending motion and the Council member who seconded the pending motion.
- E. **Procedural Motion:** A procedural motion may be made at any time and may impose or modify any procedural rule provided that such procedure is not in conflict with the Avon Home Rule Charter, any ordinance adopted by the Town, or any applicable state law. Procedural motions require a majority vote of the quorum present.
- F. **Motion to Call the Question or End the Discussion:** A motion to “call the question” (also known as a motion to end the discussion) is a procedural motion to end debate and discussion. A motion to call the question cannot be made until each Council member has had at least one reasonable opportunity to ask questions and express his or her opinion on the matter. Once a motion to call the question is made and seconded, it shall be the Mayor’s discretion to allow any further discussion on such procedural motion for the purpose of clarifying any technical, procedural or legal issue related to the procedural motion. A motion to call the question requires a majority vote of the quorum present. Once a motion to call the question is approved, the pending action motion on the floor must

be voted upon promptly or, if no action motion is pending, the Mayor shall proceed to the next agenda item.

- G. Motion to Continue:** A motion to continue an agenda item must include a specific future Council meeting date, time and place for the continued matter to be considered again without re-noticing a required public hearing.
- H. Motion to Table:** A motion to table places the agenda item on hold and does not require a specific time for the return of the agenda item.
- I. Motion to Suspend Rules:** A motion to suspend rules may allow suspension of any rule in this Simplified Rule of Order. Such motion may be made and requires a supermajority vote of a majority of the quorum present plus one for approval. A motion to suspend rules may not supersede the procedural requirements of the Avon Home Rule Charter, any ordinance adopted by the Town, or any applicable state law.
- J. A Motion to Reconsider:** A Motion to Reconsider allows the Council to reconsider a vote on a matter. A Motion to Reconsider may only be made and considered if made and acted upon less than twenty-eight (28) days after the date of the Council action to be reconsidered and may be made only by a member of Council who voted in the majority on the motion which is proposed for reconsideration.

V. Meeting Conduct

- A. Point of Privilege:** A Council member may interrupt the speaker to raise a matter related to the comfort of the meeting, such as room temperature, distractions, or ability to hear speaker.
- B. Point of Order:** A Council member may raise a Point of Order at any time that the Mayor permits meeting conduct which does not follow these Simplified Rules of Order or otherwise fails to maintain civility and decorum by the Council and the general public.
- C. Appeal:** A Council member may move to appeal the ruling of the Mayor on any procedural matter or other decision related to the conduct of the meeting. If the motion is seconded and, after debate, it such motion passes by a simple majority vote of the quorum present, then the ruling or conduct of the Mayor shall be overruled and reversed.
- D. Call for Orders of the Day:** A Council member may call for Orders of the Day when such Council member believes that Council discussion has strayed from the agenda. No second or vote is required. If the Mayor does not return to the agenda, then such ruling may be appealed.
- E. Adjournment:** The Mayor may announce the meeting adjourned when there are no further items on the agenda which have not been addressed. The Council may adjourn a meeting at any time by motion, second and approval by a majority of the quorum present.

VI. Public Comments: Council agendas shall include a general item labeled “Public Comment” near the beginning of all Council meetings. Members of the public who wish to provide comments to Council greater than three minutes are encouraged to schedule time in advance on the agenda and to provide written comments and other appropriate materials to the Council in advance of the Council meeting. The Mayor may permit public comments during any agenda item provided that such invitation does not hinder the ability of Council to conduct

official Town business in an efficient manner. For matters which may involve substantial public comment by numerous members of the public, the Mayor or Council may propose limiting public comment to no less than 3 minutes per individual, which limitation on public comment must be approved by a majority of the quorum present.

VII. Public Hearing: The following general rules shall apply to the order and conduct of public hearings. These rules may be modified or suspended by Motion to Suspend Rules.

- A. The Mayor shall open the public hearing by announcing the topic of the agenda item. The Mayor shall at all times during public hearings strive to maintain civility, decorum and order.
- B. The Mayor and/or appropriate Town Staff person shall introduce the topic, explain the applicable procedures and laws, and provide any presentation by the Town.
- C. The applicant, licensee or appellant shall have the opportunity to present information, provide testimony, or respond to any comments or details in the Town's presentation.
- D. The Council shall have the opportunity to ask technical questions of the appropriate Town staff, Town officials and the applicant, licensee or appellant but Council members shall not express opinions on the matter prior to opening the public hearing for public comment.
- E. The Mayor shall officially open the public hearing for public comment and shall allow for members of the public to provide comment to the Council. The Council may approve a time limitation not less than 3 minutes for individual public comment and may approve sign-up sheets or other public comment procedures to promote order and efficiency by a majority vote of the quorum present provided that individuals shall be permitted to yield his or her public comment time to another speaker. After all public comments are received, or if the Council determines that the volume of public comments requires additional time and moves to continue the public hearing, the Mayor shall close the public comment portion of the public hearing.
- F. The Council may discuss the merits of the topic of the public hearing and take such action as deemed appropriate after the public comment portion of the public hearing is concluded. If the volume of public comments requires a continuation, if additional information is required to consider the public hearing matter, or if the Council determines that additional time is warranted to consider the matter of the public hearing, the Council may continue the public hearing to a later date and may re-open the public comment portion of the public hearing at any continued public hearing.

VIII. Executive Sessions: Council may convene into executive session at any time by the affirmative vote of 2/3rds of the quorum present and by announcing the specific statutory citation and purpose of the executive session in accordance with the Colorado Open Meetings Law, CRS §24-6-402(4). The Council is not permitted to take official, final action on any matter in executive session.

WeHo City Council Members Still Can Take Your Text Messages

Tue, May 17, 2016 By Staff 13 Comments

West Hollywood's City Council members aren't likely to turn off, tune out and power down at public meetings anytime soon. The Council last night effectively rejected a proposal by Mayor Lauren Meister that would have barred elected or appointed city officials from using cell phones or laptops or tablets while conducting a public meeting.

As a compromise, the Council did ask the city attorney to come back with an ordinance that would bar use of electronic communication devices during official public hearings.

"I brought this forward because i thought for our progressive city this is an item about transparency, this is an item about due process," Meister said. "... When we hold public hearings the public has a right to have our full attention." Meister said she would exempt those who used electronic devices because of a handicap or using a device to take notes.

One of the most vocal opponents of Meister's measure was Councilmember John Duran, who was accused at a March meeting by Councilmember John D'Amico of "trolling on Grindr for men." Grindr is a mobile phone app that gay men use mostly to find sexual partners. It is accessible only by cell phones or tablets. Duran denied the allegation.

It was D'Amico's accusation that apparently prompted Meister's proposal. Residents also have expressed concern that council members are looking at their cell phones while they are speaking to the council and that council members might be getting instructions during debates on important issues from lobbyists and people who have funded their election campaigns.

"I think that the item is too broad and either needs to be restricted or voted down," Duran said. He said he uses his cell phone during council meetings to look at email messages and past council agendas and take notes. "I also occasionally use Wikipedia," Duran said. Duran received a text message during last night's meeting about a search for three armed robbers in West Hollywood. He used his cell phone to send out a message warning his contacts that Sheriff's deputies were looking for the robbers and to warn them.

Councilmember John Heilman also opposed the proposal. "I do believe it is possible to pay attention even while you are checking on your phone," Heilman said. "I don't think there's any real need for it ... I have sat through lot of public meetings. Every council member — I have never seen one who wasn't paying attention."

Councilmember Lindsey Horvath said she supported the intent of Meister's proposal but wasn't sure she agreed with all of it. "From what I have heard, it's not so much the use of the device but what it is we're doing with it," she said.

Councilmember D'Amico supported Meister's proposal, saying that getting off digital devices would "center" council members in the room where they are meeting. "We wouldn't be in other places on the internet. We would just be here for the public in this room."



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Preston Neill, Executive Assistant to the Town Manager
Date: July 12, 2016
Agenda Topic: Discussion of a Town Council's Information Booth at Avon Special Events

SUMMARY:

Council recently asked that a Town Council information booth be provided at Town events. With this direction, staff included in festival agreements a requirement that the producer provide booth space. The purpose of the *Town Council Information Booth* is for Town Council to meet with interested persons, answer questions and advocate for current and near future projects. Displays are developed to assist the Council. Council members, who have managed the booth, have answered questions from residents and visitors about Town services, programs or projects.

The purpose of this work session is for Council to reaffirm that it wishes to have a booth, and, if so, at which events. Questions to consider include:

- Which event dates would Council like to schedule, including hours?
- What types of displays or literature should be made available at the booth?

Listed below are this year's remaining events:

- **Pop Up Strings – Main Street Mall – FREE**
These are late afternoon 90-minute string quartet performances on the mall.
July 15 & 22
- **Lakeside Sundays on the Event Terrace – FREE**
These are late afternoon/early evening community gatherings with a DJ and cocktails at the Pavilion.
July 17, August 14 & September 11
- **XTERRA Triathlon**
July 16 | 7:00 am – Noon
- **Colorado Disc Dogs Competition**
July 16
- **Outlaws & Legends Music Festival**
July 29 & July 30 | 2:00 – 10:00 pm
- **Dancing in the Park – Vail International Dance – FREE**
August 4 | 5:30 – 8:00 pm
- **BecTri Sprint Triathlon**
August 6 | 8:00 am – Noon

- **Boulder Symphony – FREE**
August 7 | 5:30 pm
- **Avon LIVE! Concerts in the Park – FREE**
5:00 – 9:00 pm
August 10 TBD
August 17 TodoMundo
August 24 The Samples & Big Sam’s Funky Nation
August 31 Shawn Colvin & Steve Earle
- **Avon Bazaar – Pavilion & Park – FREE**
August 13 | All day
- **Round Up River Ranch/Campfire Games**
August 27
- **Skylight Creative Writing Retreat**
September 2 – September 4 | 10:00 am – 8:30 pm
- **Man of the Cliff**
October 15 – October 16