



TOWN OF AVON MEETINGS FOR TUESDAY, SEPTEMBER 13, 2016

AVON LIQUOR AUTHORITY MEETING BEGINS AT 2:30 PM

REGULAR MEETING BEGINS AT 2:35 PM

AVON TOWN HALL, ONE LAKE STREET

2:30 PM AVON LIQUOR LICENSING AUTHORITY MEETING BEGINS (SEE SEPARATE AGENDA PAGE 3)

2:35 PM REGULAR MEETING BEGINS

- 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. PRESENTATION – EAGLE COUNTY CLIMATE ACTION PLAN (WALKING MOUNTAINS DIRECTOR OF SUSTAINABILITY & STEWARDSHIP PROGRAMS KIM LANGMAID)**
- 5. ACTION ITEMS**
 - 5.1 PUBLIC HEARING** OUTDOOR USE OF AMPLIFIED SOUND APPLICATION REVIEW FOR AGENCY BE EVENT & MARKETING (FESTIVAL & SPECIAL EVENTS DIRECTOR DANITA DEMPSEY)
 - 5.2** FIRST READING OF ORDINANCE 16-18, TO APPROVE DEED AND EASEMENTS FOR TRACT O AND LOT 39, BLOCK 4, WILDRIDGE (PLANNING DIRECTOR MATT PIELSTICKER)
 - 5.3 PUBLIC HEARING** SECOND READING OF ORDINANCE 16-14, APPROVING CODE TEXT AMENDMENTS FOR PUBLIC FACILITIES AND TOWN CENTER ZONE DISTRICT STANDARDS (PLANNING DIRECTOR MATT PIELSTICKER)
 - 5.4 PUBLIC HEARING** SECOND READING OF ORDINANCE 16-17 TO AMEND DRINKING WATER LEASE WITH THE UPPER EAGLE REGIONAL WATER AUTHORITY (TOWN ATTORNEY ERIC HEIL)
 - 5.5** ACTION ON REQUEST BY TREADSTONE DEVELOPMENT, LLC TO PROCESS A DEVELOPMENT APPLICATION FOR A HOTEL PROJECT USING PORTIONS OF TOWN PROPERTY (PLANNING DIRECTOR MATT PIELSTICKER)
 - 5.6** ACTION ON RENEWABLE ENERGY OPTIONS AT THE PUBLIC SAFETY FACILITY (TOWN ENGINEER JUSTIN HILDRETH)
- 6. CONSENT AGENDA**
 - 6.1.** INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF AVON AND THE EAGLE COUNTY SHERIFF'S OFFICE/ COUNTY OF EAGLE (POLICE CHIEF GREG DALY)
 - 6.2.** INTERGOVERNMENTAL AGREEMENT OF THE COLORADO INFORMATION SHARING CONSORTIUM (POLICE CHIEF GREG DALY)
 - 6.3.** RESOLUTION 16-24, APPROVING PERMANENT DRAINAGE EASEMENT, LOT 33, WITH BECK FAMILY PARTNERSHIP, LTD (PROJECT ENGINEER JIM HORSLEY, TOWN ATTORNEY ERIC HEIL)
 - 6.4.** APPROVAL OF THE AUGUST 23, 2016 MINUTES (DEPUTY TOWN CLERK BRENDA TORRES)
- 7. PRESENTATION – CHIEF GREG DALY SWEARING IN & BADGE PINNING CEREMONY**
- 8. EXECUTIVE SESSION**
 - 8.1.** EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING THE PURCHASE, ACQUISITION, LEASE, TRANSFER, OR SALE OF REAL, PERSONAL, OR OTHER PROPERTY INTEREST UNDER C.R.S. §24-6-402(2)(A) AND TO DETERMINE POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING

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, SEPTEMBER 13, 2016

AVON LIQUOR AUTHORITY MEETING BEGINS AT 2:30 PM

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AVON TOWN HALL, ONE LAKE STREET

STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER C.R.S. §24-6-402(2)(E) CONCERNING CONSERVATION OF CERTAIN TOWN OWNED PROPERTY

- 8.2. EXECUTIVE SESSION FOR THE PURPOSE OF RECEIVING LEGAL ADVICE UNDER C.R.S. §24-6-402(2)(B) AND TO DETERMINE 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) CONCERNING EAGLEBEND AFFORDABLE HOUSING
- 8.3. EXECUTIVE SESSION 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) IN REGARDS TO A PUBLIC-PRIVATE PARTNERSHIP

9. MOTION TO CONTINUE THE MEETING TO 6:00 PM

6:00 PM CONTINUATION OF REGULAR MEETING

10. CALL TO ORDER & ROLL CALL

11. ACTION ITEM

- 11.1. FIRST READING OF ORDINANCE 16-20, REPEALING THE 2009 RECREATIONAL TRAILS MASTER PLAN, AND APPROVING THE 2016 RECREATIONAL TRAILS MASTER PLAN; SETTING A PUBLIC HEARING FOR SECOND READING ON OCTOBER 11, 2016 (PLANNING DIRECTOR MATT PIELSTICKER)
- PLAN PRESENTATION (PLANNING DIRECTOR MATT PIELSTICKER/OLSSON ASSOCIATES ALEX NEES)
 - COLORADO PARKS AND WILDLIFE RECOMMENDATION (WILDLIFE MANAGER BILL ANDREE)
 - TOWN COUNCIL QUESTIONS, IF ANY
 - PUBLIC COMMENTS (TWO-MINUTE LIMIT)
 - TOWN COUNCIL QUESTIONS & COMMENTS
 - TOWN COUNCIL ACTION

12. WRITTEN REPORTS

- 12.1. UPDATE ON DUE DILIGENCE FILING FOR AVON LAKES NO. 1 AND NO. 2 (TOWN ENGINEER JUSTIN HILDRETH)
- 12.2. IMPLEMENTATION OF HB16-1311 PERTAINING TO VACATING WARRANTS (TOWN ATTORNEY ERIC HEIL)

13. COMMITTEE MEETING UPDATES: COUNCILORS AND MAYOR

- 13.1. PUBLIC ACCESS TV CHANNEL 5 & ECO (MAYOR PRO TEM JAKE WOLF)

14. MAYOR & COUNCIL COMMENTS

15. TOWN MANAGER UPDATE

16. ADJOURNMENT

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TOWN OF AVON, COLORADO
TOWN OF AVON MEETINGS FOR TUESDAY, SEPTEMBER 13, 2016
AVON LIQUOR AUTHORITY MEETING BEGINS AT 2:30 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: FIRST DESCENTS
EVENT NAME: MAN OF THE CLIFF
EVENT DATES: OCTOBER 15 & 16, 2016
EVENT TIME: 9:00 A.M. UNTIL 5:00 P.M.
LOCATION: NOTTINGHAM PARK
EVENT MANAGER: ADAM WILLIAMS
PERMIT TYPE: MALT, VINOUS & SPIRITUOUS LIQUOR

5. RENEWAL OF LIQUOR LICENSES

- 5.1. APPLICANT: DILLON COMPANIES, INC. D/B/A CITY MARKET NO. 26
LOCATION: 260 BEAVER CREEK PLACE
TYPE: 3.2 % BEER RETAIL
MANAGER: JEFF GENTILLINI

- 5.2. APPLICANT: CHAIR FOUR, LLC. D/B/A VIN 48
LOCATION: 48 E. BEAVER CREEK BLVD.
TYPE: HOTEL AND RESTAURANT
MANAGER: COLLIN BAUGH

- 5.3. APPLICANT: SUNCOR ENERGY SALES, INC. D/B/A SHELL
LOCATION: 47 NOTTINGHAM ROAD
TYPE: 3.2 % BEER OFF PREMISES
MANAGER: ANAKUT LOYA

- 5.4. APPLICANT: R&E ENTERPRISE, INC. D/B/A GONDOLA PIZZA
LOCATION: 240 CHAPEL PLACE #113
TYPE: HOTEL AND RESTAURANT
MANAGER: CLAUDIU POPA

- 5.5. APPLICANT: KRUSEN, INC. D/B/A AVON LIQUORS
LOCATION: 100 W. BEAVER CREEK BLVD.
TYPE: LIQUOR STORE
MANAGER: BRIAN KRUSE

6. MINUTES FROM AUGUST 9, 2016

7. ADJOURNMENT

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LIQUOR LICENSING AUTHORITY REPORT

To: Avon Liquor Licensing Authority
From: Debbie Hoppe, Town Clerk
Meeting Date: September 13, 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 Mano of the Cliff event. A public hearing is required before final action is taken.

APPLICANT NAME: FIRST DESCENTS
EVENT NAME: MAN OF THE CLIFF
EVENT DATES: OCTOBER 15 & 16, 2016
EVENT TIME: 9:00 A.M. UNTIL 5:00 P.M.
LOCATION: NOTTINGHAM PARK
EVENT MANAGER: ADAM WILLIAMS
PERMIT TYPE: MALT, VINOUS & SPIRITUOUS LIQUOR

PROPOSED MOTION

I move to approve or deny the Special Events Permit application for the upcoming Man of the Cliff event.

SUMMARY

The applicant has submitted the appropriate materials required by the State of Colorado Liquor Enforcement Division and all materials are in order. First Descents is applying for malt, vinous, spirituous liquor permit to serve/sell beverages at the Mano of the Cliff event on October 15 & 16, 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:

Special Event Permit – Man of the Cliff

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:
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

FIRST DESCENTS

State Sales Tax Number (Required)

30507124-0000

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
(include street, city/town and ZIP)

3001 BRIGHTON BLVD STE 623
DENVER, CO 80216

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
(include street, city/town and ZIP)

Nottingham Park
1 Lake Street, Avon, CO 81620

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE RYAN O'DONOGHUE		2601 YATES ST, DENVER, CO 80212	216-650-1434
5. EVENT MANAGER 10th Mountain Management, LLC / Adam Williams		535 Gay Street, Longmont, CO 80501	970-471-5354
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? <u>2</u>	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	Hours	From	To	m
10/15/2016	9:00a		5:00p	
10/16/2016	9:00a		5:00p	

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 EXECUTIVE DIRECTOR	DATE 08/26/2016
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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) 248-4001
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)	\$

(Instructions on Reverse Side)



MAN OF THE CLIFF SECURITY, POLICE AND ALCOHOL MANAGEMENT PLAN

Man of The Cliff will be a two day festival consisting of lumberjack and strongman competitions and will also include food, drink, and craft vendors. 100% of proceeds will go to local charity, First Descents.

ALCOHOL MANAGEMENT OVERVIEW

The alcohol areas applied for under this permit will encompass Nottingham Park.

BOUNDARIES

The physical boundaries of the event area will consist of event fencing and stadium barricade around the perimeter. Event staff and hired security will police the boundaries looking for anyone trying to jump the boundaries, pass drinks over the boundaries, pass drinks to minors within the permitted area or creating a disturbance.

ENTRANCE AND EXITS

Within Nottingham Park there will be 2 entrances/exits into the permitted area, each approximately 10 feet wide. The gates will have signs on them saying "No Alcohol Beyond This Point." 1-2 security will be assigned to each entrance/exit. They will do a visual scan of all guests and check bags as they deem necessary and appropriate.

STAFFING

Man of The Cliff is working with Citadel Security Services in order to secure the event. We anticipate using approximately 10 security officers for this event. We will focus their efforts on ID/Bag Check, boundary control as well as maintaining a safe event with roaming security within the event area.

SCHEDULE

Friday, October 14	Preliminary Set Up 3pm-6pm
Saturday, October 15	Set Up 6:30-9:00 Check In 9:00 Event Begins 9:30 Event Ends 6:30
Sunday, October 16	Set Up 6:30-9:00 Check In 9:00 Event Begins 9:30 Event Ends 4:30

SERVICE OF ALCOHOL

ID-ing: All people who look 40 years or younger will be ID'ed. No ID - no service. Wristbands will be given to those who are of legal drinking age. ID's will be checked at the designated ID canopies by TIPS certified professionals provided by Bonfire Brewing.

LIQUOR LIABILITY INSURANCE

Optimum will have Liquor Liability Insurance in effect for the event and will also additionally insure the 10th Mountain Management, Town of Avon and First Descents.

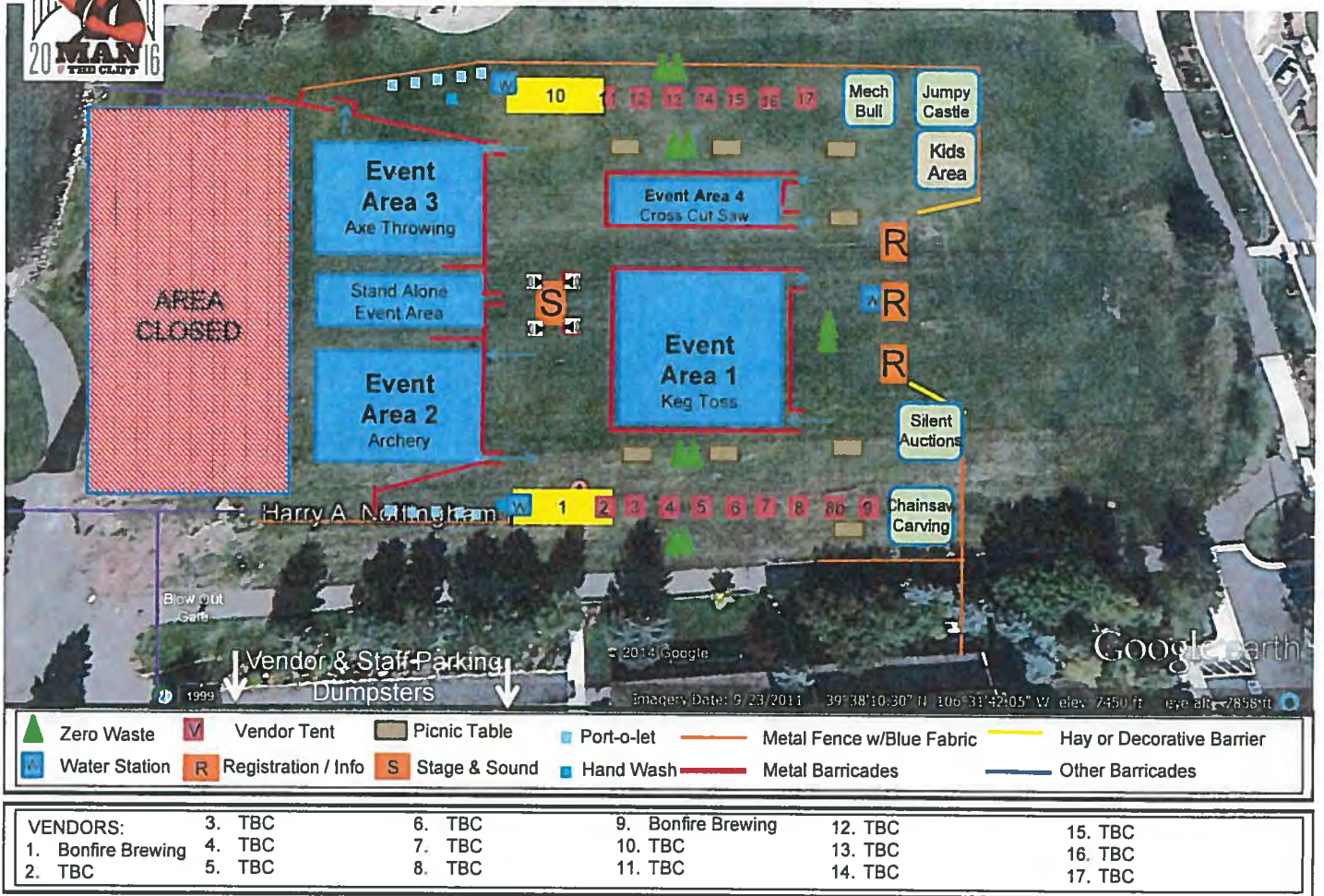
POLICE SERVICE

MoTC will contact police officers in the need of extra incident assistance or in the need of medical assistance.

2016 MOTC Plans



MOTC 2016 – Nottingham Park: SATURDAY AM



MOTC 2015 – Nottingham Park Actual Layout



Zero Waste	Vendor Tent	Picnic Table	Port-o-let	Metal Fence w/Blue Fabric	Hay or Decorative Barrier
Water Station	Registration / Info	Stage & Sound	Hand Wash	Metal Barricades	Other Barricades

VENDORS:	3. TBC	6. TBC	9. Bonfire Brewing	12. TBC	15. TBC
1. Bonfire Brewing	4. TBC	7. TBC	10. TBC	13. TBC	16. TBC
2. TBC	5. TBC	8. TBC	11. TBC	14. TBC	17. TBC

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,

FIRST DESCENTS

is a

Nonprofit Corporation

formed or registered on 01/17/2003 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 20031020494 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/19/2016 that have been posted, and by documents delivered to this office electronically through 08/26/2016 @ 09:31:17 .

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 08/26/2016 @ 09:31:17 in accordance with applicable law. This certificate is assigned Confirmation Number 9807278 .



A handwritten signature in blue ink that reads 'Wayne W. Williams'. The signature is fluid and cursive, written over a horizontal line.

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)

09/08/2016

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 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 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@rmif.org																						
INSURED Optimum Events & Entertainment P.O. BOX 1644 Eagle CO 81631		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>LLOYDS</td><td>524210</td></tr><tr><td>INSURER B:</td><td>OHIO SECURITY INSURANCE COMPANY</td><td>24082</td></tr><tr><td>INSURER C:</td><td>TOKIO MARINE SPECIALTY INSURANCE</td><td>23850</td></tr><tr><td>INSURER D:</td><td>PINNACOL ASSURANCE</td><td>41190</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	LLOYDS	524210	INSURER B:	OHIO SECURITY INSURANCE COMPANY	24082	INSURER C:	TOKIO MARINE SPECIALTY INSURANCE	23850	INSURER D:	PINNACOL ASSURANCE	41190	INSURER E:			INSURER F:		
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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	Y		17LB1035	07/18/2016	07/18/2017	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ EXCLUDED						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							Liquor Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	Y		BAS56629701	04/10/2016	04/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	Y		PUB509460	07/18/2016	07/18/2017	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						PR/COMP OPS AGG \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	4179577	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

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

Event: Man Of The Cliff

Location: Nottingham Park, Avon, CO 81620

Date: October 15th & 16th, 2016

Additional Insured:

Town of Avon - it's elected officials, officers and employees as additional insured

CERTIFICATE HOLDER**CANCELLATION**

Town of Avon - it's elected officials, officers and employees as additional insured 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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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Rocky Mountain Ins & Financial		NAMED INSURED Optimum Events & Entertainment
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

One Lake Street
 Avon, CO 81620



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DATE (MM/DD/YYYY)

09/08/2016

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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 E-MAIL ADDRESS: mike@rmif.org FAX (A/C, No): (970) 926-7364																						
INSURED Optimum Events & Entertainment P.O. BOX 1644 Eagle CO 81631		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>LLOYDS</td><td>524210</td></tr><tr><td>INSURER B:</td><td>OHIO SECURITY INSURANCE COMPANY</td><td>24082</td></tr><tr><td>INSURER C:</td><td>TOKIO MARINE SPECIALTY INSURANCE</td><td>23850</td></tr><tr><td>INSURER D:</td><td>PINNACOL ASSURANCE</td><td>41190</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	LLOYDS	524210	INSURER B:	OHIO SECURITY INSURANCE COMPANY	24082	INSURER C:	TOKIO MARINE SPECIALTY INSURANCE	23850	INSURER D:	PINNACOL ASSURANCE	41190	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	LLOYDS	524210																						
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INSURER D:	PINNACOL ASSURANCE	41190																						
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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		17LB1035	07/18/2016	07/18/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Liquor Liability \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y		BAS56629701	04/10/2016	04/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		PUB509460	07/18/2016	07/18/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PR/COMP OPS AGG \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4179577	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Event: Man Of The Cliff

Location: Nottingham Park, Avon, CO 81620

Date: October 15th & 16th, 2016

Additional Insured:

Man Of The Cliff

CERTIFICATE HOLDER**CANCELLATION**

Man Of The Cliff

535 Gay St
Longmont

CO 80501

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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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Rocky Mountain Ins & Financial		NAMED INSURED Optimum Events & Entertainment
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

535 Gay St.
 Longmont, CO 80501



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/08/2016

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 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 Rocky Mountain Ins & Financial PO Box 548		CONTACT NAME: Mike Koenig PHONE (A/C, No, Ext): (970) 926-7315 E-MAIL ADDRESS: mike@rmif.org FAX (A/C, No): (970) 926-7364	
Edwards CO 81632		INSURER(S) AFFORDING COVERAGE	
INSURED Optimum Events & Entertainment P.O. BOX 1644 Eagle CO 81631		INSURER A: LLOYDS NAIC # 524210	
		INSURER B: OHIO SECURITY INSURANCE COMPANY 24082	
		INSURER C: TOKIO MARINE SPECIALTY INSURANCE 23850	
		INSURER D: PINNACOL ASSURANCE 41190	
		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 SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	17LB1035	07/18/2016	07/18/2017	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ EXCLUDED					
	PERSONAL & ADV INJURY \$ 1,000,000					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	BAS56629701	04/10/2016	04/10/2017	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 1,000,000					
	Liquor Liability \$ 1,000,000					
	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000					
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	PUB509460	07/18/2016	07/18/2017	BODILY INJURY (Per person) \$
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
	EACH OCCURRENCE \$ 5,000,000					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	4179577	01/01/2016	01/01/2017	AGGREGATE \$ 5,000,000
	PR/COMP OPS AGG \$ 5,000,000					
	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER					
	E.L. EACH ACCIDENT \$ 1,000,000					
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Event: Man Of The Cliff

Location: Nottingham Park, Avon, CO 81620

Date: October 15th & 16th, 2016

Additional Insured:

First Descents

CERTIFICATE HOLDER**CANCELLATION**

First Descents

3001 Brighton Blvd. Suite 623
Denver

CO 80216

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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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Rocky Mountain Ins & Financial		NAMED INSURED Optimum Events & Entertainment
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

3001 Brighton Blvd.
 Suite 623
 Denver, CO 80216

**Avon Police Department
Liquor License Application**

Individual Name(s): Adam Williams
Ryan O'Donoghue

Name of Business: First Descents

Type of License: ☐ Hotel & Restaurant
☒ Special Event Permit

Event Name: Man of the Cliff
Date of Event: October 15 & 16, 2016; 9 a.m. to 5 p.m.

Location of Business: Nottingham Park
Avon, Colorado 81620

Date Received: August 26, 2016

Photographs/Fingerprints: ☐ On File
☒ *Special Event – N/A*

Investigation by:
☐ Detective Sergeant Jonathan Lovins
☒ Detective Jeremy Holmstrom

Date: 09/05/2016

CBI Criminal Investigation (attached): Clear

Local Criminal Investigation: No areas of concerns

Comments: No areas of concern

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 AUTHORITY REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Debbie Hoppe, Town Clerk
Meeting Date: September 13, 2016
Agenda Topic: Renewal Application–City Market #26

PROPOSED MOTION

I move to approve (or deny stating the reasons for denial) the Renewal Application for Dillon Companies, Inc. d/b/a City Market #26.

ACTION BEFORE COUNCIL

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

RENEWAL OF LIQUOR LICENSE

Applicant: Dillon Companies, Inc. d/b/a City Market # 26
Location: 260 Beaver Creek Place
Type: 3.2 % Beer Retail
Manager: Jeff Gentillini

BACKGROUND

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

Dillon Companies, Inc. d/b/a City Market # 26:

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

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

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

Attachments:

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

**RETAIL LIQUOR OR 3.2 BEER
LICENSE RENEWAL APPLICATION**

CITY MARKET #26
PO BOX 305103
NASHVILLE TN 37230-5103

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

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

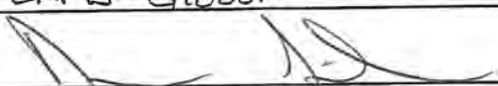
RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name DILLON COMPANIES INC		DBA CITY MARKET #26		
Liquor License # 01107790140	License Type 3.2% Beer Off Premises (city)	Sales Tax License # 01107790140	Expiration Date 10/10/2016	Due Date 08/26/2016
Operating Manager JEFF GENTILUNI	Date of Birth [REDACTED]	Home Address 1013 MESA DR, P.O. Box 4662, EAGLE, CO 81631		
Manager Phone Number 930-328-1842		Email Address BUSINESS.LICENSE@KROGER.COM		
Street Address 0072 BEAVER CREEK PLACE AVON CO 81620				Phone Number 9709495409
Mailing Address PO BOX 305103 NASHVILLE TN 37230-5103				

1. Do you have legal possession of the premises at the street address above? ☒ YES ☐ NO
Is the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease _____
17. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ YES ☒ NO
- NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ YES ☒ NO
4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.
☒ YES ☐ NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☒ YES ☐ NO

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business DENNIS GIBSON	Title VICE PRESIDENT
Signature 	Date 7/22/2016

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For Town of Avon		Date
Signature	Title	Attest

Question 4

Several King Soopers/City Market store licenses were suspended in separate, isolated incidents for a short period when a clerk sold beer to a minor, after which precautions were taken so that it would not occur again.

STORE #	VIOLATION DATE	RESOLUTION DATE	VIOLATION
KS 88	2/24/2014	4/18/2014	SALE TO MINOR
KS 28	2/28/2014	8/20/2014	SALE TO MINOR
KS 24	3/20/2014	5/21/2014	SALE TO MINOR
CM 08	5/15/2014	6/26/2014	SALE TO MINOR
CM 41	5/21/2014	6/26/2014	SALE TO MINOR
CM 22	7/12/2014	8/4/2014	SALE TO MINOR
KS 24	9/27/2014	5/20/2015	SALE TO MINOR
KS 14	12/16/2014	02/29/15	SALE TO MINOR
KS 122	1/10/2015	2/24/2015	SALE TO MINOR
KS 33	2/13/2015	4/15/2015	SALE TO MINOR
KS 61	2/13/2015	4/15/2015	SALE TO MINOR
KS 136	5/8/2015	7/2/2015	SALE TO MINOR
CM 14	7/26/2015	9/1/2015	SALE TO MINOR
KS 99	10/22/2015	11/2/2015	SALE TO MINOR

Attachment to DR 8400 for King Soopers or City Market 3.2% beer license renewal

Question 5.

Dillon Companies, Inc. a Kansas Corporation, also holds 3.2% beer licenses for the following stores located in Colorado:

King Soopers, City Market, Mini Mart, Inc. & Loaf 'N Jug

**Avon Police Department
Liquor License Application**

Individual Name(s): Jeff Gentilini

Name of Business: Dillon Companies, Inc. d/b/a City Market No. 26

Type of License: ☒ Hotel & Restaurant
☐ Special Event Permit

Event Name: N/A
Date of Event: N/A

Location of Business: 260 Beaver Creek Pl.
Avon, Colorado 81620

Date Received: August 26, 2016

Photographs/Fingerprints: ☒ On File
☐ *Special Event – N/A*

Investigation by:
☐ Detective Sergeant Jonathan Lovins
☒ Detective Jeremy Holmstrom

Date: 09/05/2016

CBI Criminal Investigation (attached): Clear

Local Criminal Investigation: No negative contacts in the past 12 months

Comments: No areas of concern

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 AUTHORITY REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Debbie Hoppe, Town Clerk
Meeting Date: September 13, 2016
Agenda Topic: Renewal Application–VIN 48

PROPOSED MOTION

I move to approve (or deny stating the reasons for denial) the Renewal Application for Chair Four, LLC. d/b/a VIN 48.

ACTION BEFORE COUNCIL

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

RENEWAL OF LIQUOR LICENSE

Applicant: Chair Four, LLC. d/b/a Vin 48
Location: 48 E. Beaver Creek Blvd.
Type: Hotel and Restaurant
Manager: Collin Baugh

BACKGROUND

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

Chair Four, LLC. d/b/a VIN 48:

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

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

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

Attachments:

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

**RETAIL LIQUOR OR 3.2 BEER
LICENSE RENEWAL APPLICATION**

VIN 48
PO BOX 5490
AVON CO 81620

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

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name CHAIR FOUR LLC		DBA VIN 48		
Liquor License # 15619070000	License Type Hotel & Restaurant (city)	Sales Tax License # 15619070000	Expiration Date 10/10/2016	Due Date 08/26/2016
Operating Manager Collin Baugh	Home Address 2080 Wildridge Road			
Manager Phone Number 970-331-1018	Email Address Collin@vin48.com			
Street Address 48 E BEAVER CREEK BLVD AVON CO 81620				Phone Number 9703311018
Mailing Address PO BOX 5490 AVON CO 81620				

1. Do you have legal possession of the premises at the street address above? ☒ YES ☐ NO
Is the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease _____
84. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ YES ☒ NO
- NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ YES ☒ NO
4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ YES ☒ NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ YES ☒ NO

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business Collin Baugh	Title owner
Signature Collin Baugh	Date 8-26-2016

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For Town of Avon		Date
Signature	Title	Attest

**Avon Police Department
Liquor License Application**

Individual Name(s): Colin Baugh

Name of Business: Chair Four LLC d/b/a VIN 48

Type of License: ☒ Hotel & Restaurant
☐ Special Event Permit

Event Name: N/A
Date of Event: N/A

Location of Business: 48 E. Beaver Creek Blvd.
Avon, Colorado 81620

Date Received: August 26, 2016

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

Investigation by:
☐ Detective Sergeant Jonathan Lovins
☒ Detective Jeremy Holmstrom

Date: 09/05/2016

CBI Criminal Investigation (attached): Clear

Local Criminal Investigation: No negative contacts in the past 12 months

Comments: No areas of concern

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 AUTHORITY REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Debbie Hoppe, Town Clerk
Meeting Date: September 13, 2016
Agenda Topic: Renewal Application–Shell

PROPOSED MOTION

I move to approve (or deny stating the reasons for denial) the Renewal Application for Suncor Energy Sales, Inc. d/b/a Shell.

ACTION BEFORE COUNCIL

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

RENEWAL OF LIQUOR LICENSE

Applicant: Suncor Energy Sales, Inc. d/b/a Shell
Location: 47 Nottingham Road
Type: 3.2 % Beer Off Premises
Manager: Anakut Loya

BACKGROUND

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

Suncore Energy Sales, Inc. d/b/a Shell:

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

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

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

Attachments:

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

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	
Storage Permit \$100 x _____	
Optional Premise \$100 x _____	
Amount Due/Paid	

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

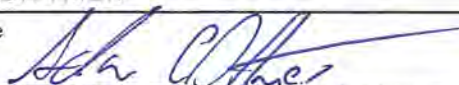
RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name SUNCOR ENERGY SALES INC		DBA SHELL		
Liquor License # 41-44268-0013	License Type 3.2% BEER OFF PREMISES	Sales Tax License # 41-44268-0013	Expiration Date 10/29/2016	Due Date 9/14/2016
Street Address 47 NOTTINGHAM RD, AVON, CO 81620				Phone Number 970-949-4075
Mailing Address 717 17TH ST #2900, DENVER, CO 80202				
Operating Manager ANAKUT LOYA	Date of Birth [REDACTED]	Home Address P.O. BOX 26, AVON, CO 81620		Phone Number 970-977-0210

- Do you have legal possession of the premises at the street address above? ☒ YES ☐ NO
Is the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease _____
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ YES ☒ NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ YES ☒ NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ YES ☒ NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☒ YES ☐ NO **SEE EXHIBIT "A"**
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business ADAM DITTMER	Title RETAIL TERRITORY MANAGER
Signature 	Date 8/10/2016

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For Town of Avon		Date
Signature	Title	Attest

EXHIBIT A
LIST OF LOCATIONS-COLORADO

TRADE NAME	SITE ADDRESS	JURISDICTION	SALES TAX EXTENSION 41-44268-
Shell	2410 E. Arapahoe Rd; Centennial 80122	Arapahoe County	-0001
Shell	7273 E. Evans Ave.; Denver 80224	Arapahoe County	-0002
Shell	12401 W. 64 th avenue; Arvada 80004	Arvada	-0003
Shell	6400 Sheridan Blvd.; Arvada 80003	Arvada	-0004
Shell	7970 Wadsworth Blvd.; Arvada 80003	Arvada	-0005
Shell	5360 N. Wadsworth Pkwy.; Arvada 80002	Arvada	-0006 NO BEER
Phillips 66	16820 E. 6 th Avenue; Aurora 80011	Aurora	-0007
Phillips 66	14491 E. Colfax Avenue; Aurora 80011	Aurora	-0008
Shell	16890 E. Iliff Avenue; Aurora 80011	Aurora	-0009
Shell	12098 E. Mississippi Ave; Aurora 80013	Aurora	-0010
Shell	3385 S. Tower Rd; aurora 80011	Aurora	-0011
Shell	13780 E. 6 th Avenue; aurora 80013	Aurora	-0012 NO BEER
Shell	0046 Nottingham Rd; Avon 81620	Avon	-0013
Phillips 66	5195 W. 120 th Ave; Broomfield 80020	Broomfield	-0014 NO BEER
Shell	1760 W. Midway Blvd.; Broomfield 80020	Broomfield	-0015
Shell	699 S. 8 th Street; Colorado Springs 80905	Colorado Springs	-0016
Shell	1590 S. Academy Blvd.; Colo Spgs 80916	Colorado Springs	-0017
Shell	4075 Austin Bluffs Pkwy; Colo Spgs 80918	Colorado Springs	-0018
Shell	506 W. Garden/Gods Rd; Colo Spgs 80907	Colorado Springs	-0019
Shell	4270 E. Platte Ave; Colo Spgs 80909	Colorado Springs	-0020
Shell	7285 E. Hampden Ave.; Denver 80224	Denver	-0021

TRADE NAME	SITE ADDRESS	JURISDICTION	SALES TAX EXTENSION 41-44268-
Shell	4650 Peoria Street; Denver 80239	Denver	-0022
Shell	1901 S. Sheridan Blvd.; Denver 80227	Denver	-0023
Shell	2715 S. Santa Fe Dr.; Englewood 80110	Englewood	-0024
Phillips 66	9200 N. Federal Blvd.; Federal Hts 80221	Federal Heights	-0025
Shell	5901 S. University Blvd.; Grnwd Vllg 80121	Greenwood Village	-0026 NO BEER
Phillips 66	8755 E. Arapahoe Rd; Grnwd Vllg 80112	Greenwood Village	-0027 NO BEER
Shell	5860 S. Kipling St.; Littleton 80127	Jefferson County	-0028
Shell	5205 W. alameda Ave.; Lakewood 80226	Lakewood	-0029
Shell	11203 W. Colfax Ave.; Lakewood 80215	Lakewood	-0030
Shell	350 S. Union; Lakewood 80228	Lakewood	-0031
Shell	1850 S. Wadsworth Blvd.; Lakewood 80232	Lakewood	-0032 NO BEER
Shell	6515 S. Broadway; Littleton 80121	Littleton	-0033
Shell	6200 S. Santa Fe Dr.; Littleton 80120	Littleton	-0034
Shell	8020 S. Broadway; Littleton 80122	Littleton	-0035 NO BEER
Shell	6556 S. Broadway; Littleton 80121	Littleton	-0036 NO BEER
Shell	1201 Bonforte Blvd.; Pueblo 81001	Pueblo	-0037
Shell	1800 Highway 50 West; Pueblo 81008	Pueblo	-0038
Shell	190 US Highway 6; Silverthorne 80498	Silverthorne	-0039
Phillips 66	2651 E. 120 th Ave.; Thornton 80233	Thornton	-0040
Shell	10396 N. Washington; Thornton 80229	Thornton	-0041
Shell	9991 Wadsworth Pkwy; Westminster 80021	Westminster	-0042
Shell	9995 W. 44 th Avenue; Wheat Ridge 80033	Wheat Ridge	-0043 NO BEER
Shell	9000 I-76 Frontage Rd. Henderson 80640	Henderson	-0044

**Avon Police Department
Liquor License Application**

Individual Name(s): Anakut Loya

Name of Business: Suncor Energy Sales, inc. d/b/a Shell

Type of License: ☒ Hotel & Restaurant
☐ Special Event Permit

Event Name: N/A
Date of Event: N/A

Location of Business: 47 Nottingham Rd
Avon, Colorado 81620

Date Received: August 26, 2016

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

Investigation by:
☐ Detective Sergeant Jonathan Lovins
☒ Detective Jeremy Holmstrom

Date: 09/05/2016

CBI Criminal Investigation (attached): Clear

Local Criminal Investigation: No negative contacts in the past 12 months

Comments: No areas of concern.

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 AUTHORITY REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council

From: Debbie Hoppe, Town Clerk

Meeting Date: September 13, 2016

Agenda Topic: Renewal Application–Gondola Pizza

PROPOSED MOTION

I move to approve (or deny stating the reasons for denial) the Renewal Application for R&E Enterprise, LLC. d/b/a Gondola Pizza.

ACTION BEFORE COUNCIL

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

RENEWAL OF LIQUOR LICENSE

Applicant: R&E Enterprise, LLC. d/b/a Gondola Pizza

Location: 240 Chapel Place #113

Type: Hotel and Restaurant

Manager: Claudiu Popa

BACKGROUND

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

R&E Enterprise, LLC. d/b/a Gondola Pizza:

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

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

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

Attachments:

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

**RETAIL LIQUOR OR 3.2 BEER
LICENSE RENEWAL APPLICATION**

GONDOLA PIZZA
PO BOX 3273
AVON CO 81620

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

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

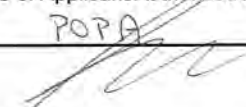
RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name R&E ENTERPRISE LLC		DBA GONDOLA PIZZA		
Liquor License # 25566280000	License Type Hotel & Restaurant (city)	Sales Tax License # 25566280000	Expiration Date 11/01/2016	Due Date 09/17/2016
Operating Manager CLAUDIU POPA	Date of Birth [REDACTED]	Home Address 78 HAYSTACKER, EAGLE CO 81631		
Manager Phone Number 970 845 6000		Email Address stebotka@hotmail.com		
Street Address 240 CHAPEL PL #113 AVON CO 81620				Phone Number 9708456000
Mailing Address PO BOX 3273 AVON CO 81620				

- Do you have legal possession of the premises at the street address above? ☒ YES ☐ NO
Is the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease 10/31/2019
- Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ YES ☒ NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ YES ☒ NO
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ YES ☒ NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ YES ☒ NO

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business CLAUDIU POPA	Title OWNER
Signature 	Date 7/20/16

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For Town of Avon		Date
Signature	Title	Attest

**Avon Police Department
Liquor License Application**

Individual Name(s): Claudiu Popa

Name of Business: R&E Enterprise, Inc. d/b/a Gondola Pizza

Type of License: ☒ Hotel & Restaurant
☐ Special Event Permit

Event Name: N/A

Date of Event: N/A

Location of Business: 240 Chapel Place #113
Avon, Colorado 81620

Date Received: August 26, 2016

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

Investigation by:

☐ Detective Sergeant Jonathan Lovins
☒ Detective Jeremy Holmstrom

Date: 09/05/2016

CBI Criminal Investigation (attached): Clear

Local Criminal Investigation: No negative contacts in the past 12 months

Comments: No areas of concern

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 AUTHORITY REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Debbie Hoppe, Town Clerk
Meeting Date: September 13, 2016
Agenda Topic: Renewal Application–Avon Liquors

PROPOSED MOTION

I move to approve (or deny stating the reasons for denial) the Renewal Application for Krusen, Inc. d/b/a Avon Liquors.

ACTION BEFORE COUNCIL

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

RENEWAL OF LIQUOR LICENSE

Applicant: Krusen, Inc. d/b/a Avon Liquors
Location: 100 W. Beaver Creek Blvd.
Type: Liquor Store
Manager: Brian Kruse

BACKGROUND

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

Krusen, Inc. d/b/a Avon Liquors:

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

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

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

Attachments:

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

**RETAIL LIQUOR OR 3.2 BEER
LICENSE RENEWAL APPLICATION**

AVON LIQUORS
PO BOX 1487
AVON CO 81620

Fees Due	
Renewal Fee	\$227.50
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name KRUSEN INC		DBA AVON LIQUORS		
Liquor License # 15544050000	License Type Liquor Store (city)	Sales Tax License # 15544050000	Expiration Date 10/29/2016	Due Date 09/14/2016
Operating Manager Brian Kruse	Date of Birth [REDACTED]	Home Address PO Box 8877 2960 June Creek Trail B Avon CO 81620		
Manager Phone Number 970 390-7078		Email Address brian@avon-liquor.com nick@avon-liquor.com		
Street Address 100 W BEAVER CREEK BLVD AVON CO 81620				Phone Number 9709494384
Mailing Address PO BOX 1487 AVON CO 81620				

1. Do you have legal possession of the premises at the street address above? ☒ YES ☐ NO
Is the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease 10/1/19
118. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ YES ☒ NO
- NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ YES ☒ NO
4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ YES ☒ NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ YES ☒ NO

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business Brian Kruse	Title President
Signature BK	Date 8/29/16

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For Town of Avon		Date
Signature	Title	Attest

**Avon Police Department
Liquor License Application**

Individual Name(s): Brian Kruse

Name of Business: Krusen, Inc. d/b/a Avon Liquors

Type of License: ☒ Hotel & Restaurant
☐ Special Event Permit

Event Name: NA
Date of Event: NA

Location of Business: 100 West Beaver Creek Blvd.
Avon, Colorado 81620

Date Received: August 30, 2016

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

Investigation by:
☐ Detective Sergeant Jonathan Lovins
☒ Detective Jeremy Holmstrom

Date: September 5, 2016

CBI Criminal Investigation (attached): No recent problems

Local Criminal Investigation: Nothing reported in the last 12 months

Comments: No areas of concern

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, AUGUST 9, 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 Buz Reynolds, Megan Burch, Sarah Smith Hymes and Jake Wolf. Matt Gennett and Scott Prince were absent. Also present were Town Manager Virginia Egger, Town Attorney Eric Heil, Assistant Town Manager Scott Wright, Planning Director Matt Pielsticker, Town Engineer Justin Hildreth, Police Chief Greg Daly, 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. PUBLIC HEARING SPECIAL EVENTS PERMIT

4.1. APPLICANT NAME: BRIGHT FUTURE FOUNDATION FOR EAGLE COUNTY

EVENT NAME: AVON LIVE!

EVENT DATES: AUGUST 17, 24 & 31, 2016

EVENT TIME: 4:00 P.M. UNTIL 9:00 P.M.

LOCATION: NOTTINGHAM PARK

EVENT MANAGER: CASEY ANGEL

PERMIT TYPE: MALT, VINOUS & SPIRITUOUS LIQUOR

The application was presented with no concerns. Chairman Fancher opened the public hearing and no comments were made. Board member Smith Hymes moved to approve the Special Event Permit application for the upcoming Avon Live! events; Vice Chairman Wolf seconded the motion and it passes unanimously by those present. Board member Gennett and Board member Prince were absent.

4.2. APPLICANT NAME: BIG HEARTS BIG HANDS

EVENT NAME: SKYLIGHT CREATIVE WRITING RETREAT

EVENT DATES: SEPTEMBER 2-4, 2016

EVENT TIME: 2:00 P.M. UNTIL 9:00 P.M.

LOCATION: NOTTINGHAM PARK

EVENT MANAGER: MICHAEL WELLE

PERMIT TYPE: MALT, VINOUS & SPIRITUOUS LIQUOR

The application was presented with no concerns. Chairman Fancher opened the public hearing and no comments were made. Board member Burch moved to approve the Special Event Permit application for the upcoming Skylight Creative Writing Retreat; Board member Reynolds seconded the motion and it passes unanimously by those present. Board member Gennett and Board member Prince were absent.



TOWN OF AVON, COLORADO
AVON LIQUOR LICENSING AUTHORITY MEETING MINUTES FOR TUESDAY, AUGUST 9, 2016
AVON TOWN HALL, ONE LAKE STREET

5. PUBLIC HEARING FOR NEW HOTEL AND RESTAURANT LIQUOR LICENSE

5.1. APPLICANT NAME: CTK, LLC d/B/A CHRONIC TACOS
LOCATION: 150 EAST BEAVER CREEK BLVD, UNIT A101
TYPE: HOTEL AND RESTAURANT LIQUOR LICENSE
OWNER: ANTHONY KERRIGONE
MANAGER: CHAD WILKISON
ACTION: RESOLUTION NO. 16-01

Board Member Prince arrived at 5:10 pm.

The application was presented, Mayor Fancher addressed Mr. Kerrigon's DUI charge. Chairman Fancher opened the public hearing and Peter Buckley commented. Board member Reynolds moved to approve Resolution No. 16-01 A Resolution Approving the Application of CTK, LLC d/b/a Chronic Taco's for a Hotel and Restaurant Liquor License; Vice Chairman Wolf seconded the motion and it passed 5 to 1 vote. Board member Prince voted no. Board member Gennett was absent.

6. MINUTES FROM JULY 26, 2016

Board member Smith Hymes moved to approve the Minutes from July 26, 2016; Vice Chairman Wolf seconded the motion and it passed unanimously by those present. Board member Gennett was absent.

7. ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 5:11 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: Preston Neill, Executive Assistant to the Town Manager
Date: September 13, 2016
Agenda Topic: Eagle County Climate Action Plan

SUMMARY:

Kim Langmaid, Director of Sustainability and Stewardship for the Walking Mountains Science Center, will be present at Tuesday's meeting to provide an update on the Eagle County Climate Action Plan.

ATTACHMENT:

Climate Action Plan for the Eagle County Community PowerPoint Presentation

Climate Action Plan for the Eagle County Community

Update Presentation for Stakeholders

September 2016

Our Mountains and Valleys are at Risk...

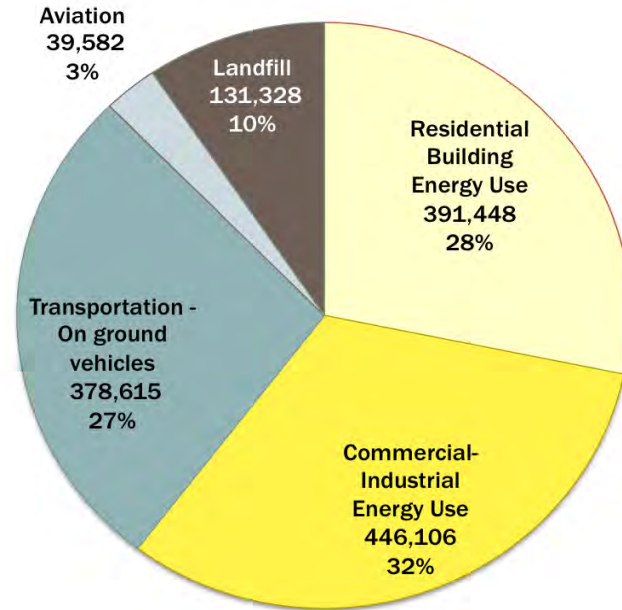
- July 2016 was the hottest month on record for global temperatures
- In Colorado there are now 23 fewer frost free days than before the 1980s
- Scientists predict we'll gain 30 more frost free days by 2060
- Warmer average temperatures are on the rise, summers will be hotter
- Increasing forest insect pests and diseases are changing our forests
- Spring snow packs are declining and less predictable
- There are shifts in timing of peak snow pack and spring runoff
- Scientists predict more extreme events - wildfires, droughts and floods
- Our mountains and valleys, and our community, are at risk

Climate Pollution is Costing Us...

- The Eagle County community spends \$243.5 million annually on fuels and electricity that create polluting greenhouse gases
- This is about \$66,700 spent each day by our community, or about \$5,300 per person annually
- On a per capita basis, the Eagle County community produces 30% more emissions than the U.S. average
- This does not include the costs of climate adaptation—fighting fires, removing beetle-killed trees, and watershed projects to lessen the impacts of drought and flooding
- Cutting our energy use just 10 percent would save our community at least \$24 million each year

Here's where our Climate Pollution comes from:

- Data: Eagle County 2014 greenhouse gas inventory
- Total = 1.4 million tons CO₂ per year
- \$243 million per year spent on fuels and electricity



We Want to Protect Our Community Values

Our Community Health and Well Being - we can help prevent community health threats like increasing insect borne diseases, increasing allergies, smoke waves from wildfires, and other forms of air and water pollution

Our Environment and Recreation – we can help protect the places we like to play, prevent our mountains and valleys from drought and flooding, and support the forests and wildlife that depends on our mountain ecosystem

We Can Lead the Way for our Economy – investing in energy efficiency, solar arrays, electric and hybrid vehicles, smart growth, and creating new green jobs will make us leaders in the coming “post carbon economy”

Goals for the Climate Action Plan for the Eagle County Community:

- Engage community stakeholders
- Set meaningful, achievable greenhouse gas emissions reduction targets for the Eagle County community
- Build on stakeholders' knowledge and commitment to positive change
- Collaborate across towns, businesses, and organizations
- Support other regional and state efforts



Stakeholders

Town of Avon

Town of Gypsum

Town of Eagle

Town of Minturn

Town of Vail

Eagle County

Colorado Mountain
College

Eagle County Schools

Eagle River Water &
Sanitation District

Eagle River Youth
Coalition

East West Destination
Hospitality

Energy Smart Colorado

Ground Up Composting

Holy Cross Energy

Vail Honeywagon

Vail Mountain School

Vail Resorts

Vail Valley Foundation

Vail Valley Medical
Center

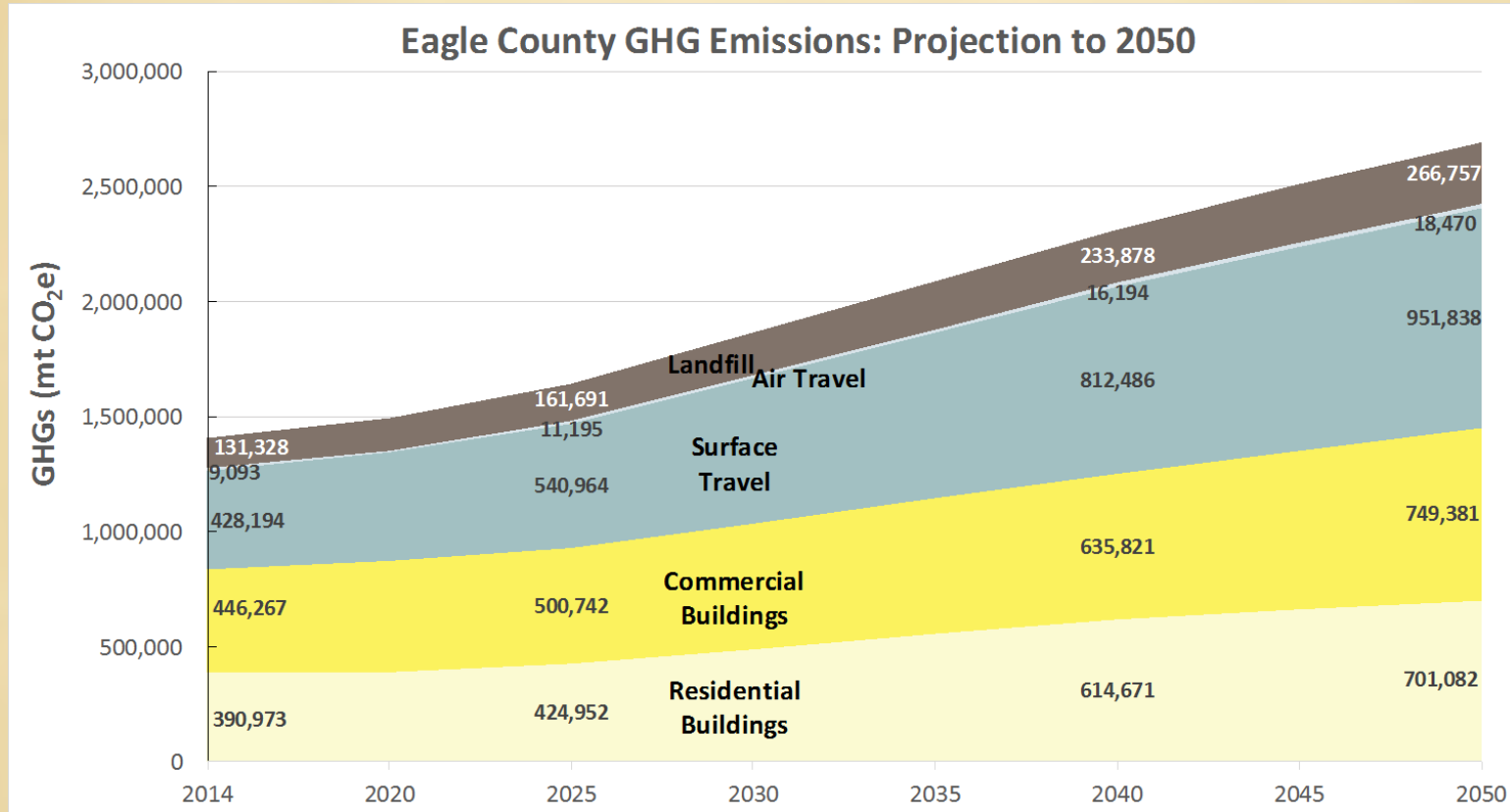
Walking Mountains
Science Center

Stakeholders' “What Success Looks Like”

- Align the plan with community and organizational values
- Set realistic and achievable GHG reduction targets
- Community endorsement, ownership and support of the plan is critical



“Business As Usual” Scenario for Eagle County



Eagle County GHG forecasting data from Dr. Abel Chavez, Western State Colorado University

Stakeholders Recommend Targets

Reduce GHG emissions % below 2014 Baseline:

- 25% by 2025
- 50% by 2035
- 70% by 2045
- 80% by 2050

(IPCC recommendation)



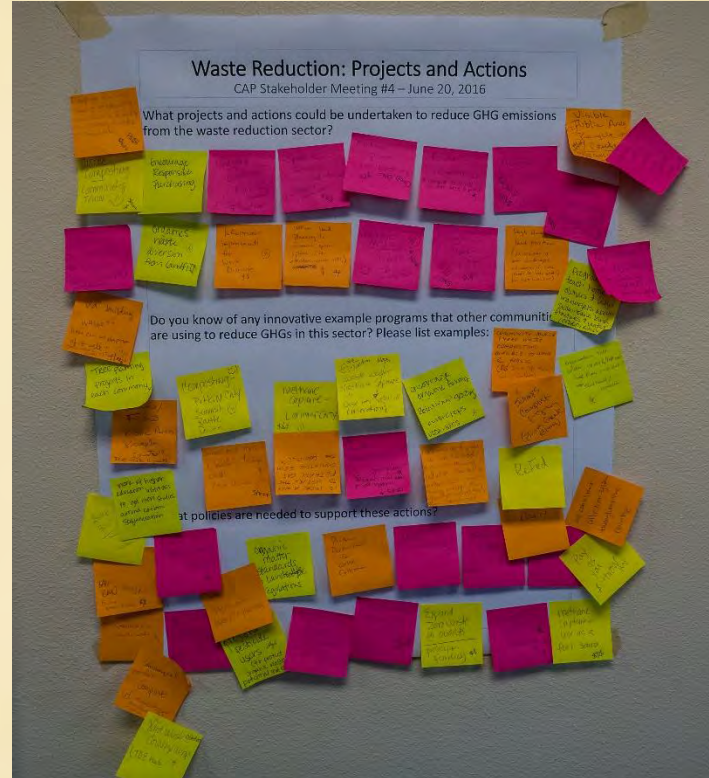
Stakeholders Recommend Goals by Sector

- **Buildings** – Increase participation in Energy Smart from 7.5% to 50% by 2035
- **Transportation** – Transit oriented development, reduce car use, increase public transit, increase paid parking, increase zero-emissions vehicles
- **Waste Diversion** – Increase recycling, divert 30% of waste at landfill via composting
- **Power Supply** – Support for 50% renewables by 2030 and 100% by 2050
- **Education and Outreach** – Create cross-sector climate education task force, expand Actively Green sustainable business participation



Stakeholders' Recommendations for Decision Makers

- Adopt the climate action plan
- Pick and choose goals and actions
- Participate in county-wide task force
- Identify people to implement
- Allocate funds for projects
- Measure GHG reductions
- Celebrate community successes!



Your input is welcome!



Open House Sessions 5-7 p.m.

- Wednesday Sept. 14 - Brush Creek Pavilion
- Monday Sept. 19 - Grand View, Vail
- Thursday Sept. 22 – Miller Ranch Community Room
- For more information and to give feedback go to: www.walkingmountains.org/cap or email cap@walkingmountains.org



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Danita Dempsey, Director of Festivals & Special Events
Meeting Date: September 13, 2016
Agenda Topic: **PUBLIC HEARING** SOUND PERMIT APPLICATION FOR AGENCY BE – PRIVATE PARTY PAVILION RENTAL

ACTION BEFORE COUNCIL

The Town Council is asked to consider approving an Amplified Sound Permit on September 13, 2016, as requested by Agency BE for a private event to be held on the Performance Pavilion.

PROPOSED MOTION

I move to approve (or approve with conditions or deny) the Amplified Sound Permit for Agency BE for a private event to be held on the Performance Pavilion on Thursday, September 29, 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 amplified use hours for the Agency BE private event 6:00 p.m. to 11:00 p.m. Agency BE will briefly test the sound system and perform sound checks not earlier than 6:00 p.m. concluding at 6:25 p.m.; and, final public announcements will conclude not later than 11:00 p.m. The private event entertainment will include a live DJ will performing between the hours of 6:30 p.m. and 8:30 p.m.; a live band will perform between the hours of 8:30 p.m. and 10:00 p.m.; and, the live DJ will close-out the entertainment performing between 10:00 and 11:00 p.m.

A PUBLIC NOTICE was published in the Vail Daily on September 7, 2016 announcing the Public Hearing on September 13, 2016. The \$25 processing fee for the amplified sound permit has been received. The applicant 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.

ATTACHMENT

- ✓ Application for Outdoor Use of Amplified Sound Equipment And Diagram of Event on the Performance Pavilion and 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 FRANCISCO PAREJA
2. REPRESENTING BUSINESS/ORGANIZATION AGENCY - BS
ADDRESS AND/OR MAILING ADDRESS:
4443 NW 2nd Ave Miami, FL 33127
3. ADDRESS OF PREMISE OR LOCATION WHERE SOUND IS TO BE PRODUCED _____
4. TELEPHONE NUMBER (786) 838-7400
5. EMAIL ADDRESS FRANCISCO@AGENCY-BS.COM
6. PURPOSE FOR OUTDOOR USE OF SOUND AMPLIFICATION SYSTEM ONE LAKE STREET
AVON, COLORADO 81620
DATE/S OF PROPOSED USE SEPT 29, 2016
TIME/S OF PROPOSED USE SEPT 29 - 6:00 PM - 11:00 PM
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 See attached data sheet

SIGNATURE OF APPLICANT

DATE

8/17/16

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.

TOWN CLERK

DATE

DIRECTOR OF FESTIVALS & SPECIAL EVENTS

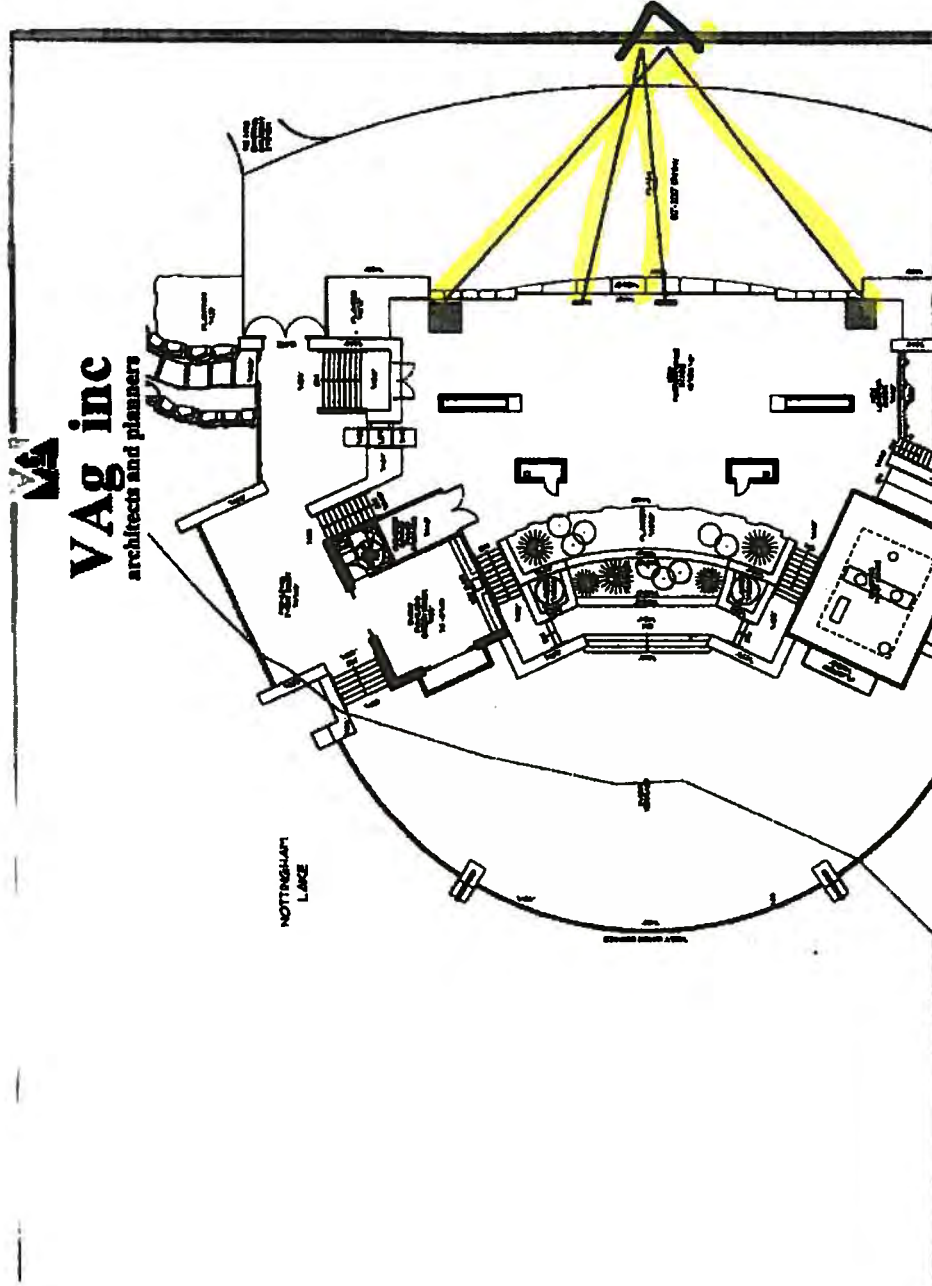
DATE

AVON POLICE CHIEF OR DESIGNEE

DATE

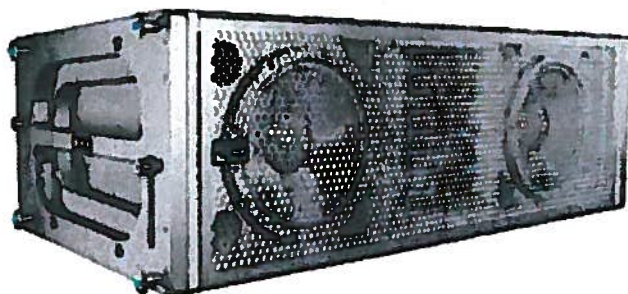
9/29: Agency BE
 Pavilion Rental
 Private Function

Sound Projection





MICA : Compact High-Power Curvilinear Array Loudspeaker



MICA™ is a self-powered, three-way loudspeaker designed for vertical curvilinear arraying. A member of the MILO® family of high-power curvilinear array loudspeakers, the MICA loudspeaker is ideal for applications that do not require quite as much power and throw distance as MILO and where weight and size is a concern. The MICA compact high-power curvilinear array loudspeaker is equally applicable in a wide variety of applications such as touring, rental and fixed installations. MICA provides an excellent complement to a MILO main system for tours that are playing a variety of venues, being used as sidefills for large arenas and sheds and as the main system for smaller venues.

The loudspeaker provides very high acoustic output, with a single MICA producing a peak output of 138 dB SPL at one meter. High output combines with exceptionally flat phase and frequency response over a wide operating range of 60 Hz to 18 kHz. MICA's frequency response, with its extended high-frequency characteristics, is quite compatible with MILO in applications where both loudspeaker types are used.

The MICA low/low-mid section features two high-power, neodymium magnet 10-inch cone drivers with 2-inch voice coils, especially designed for the power capability of the system. Both drivers are housed in separate vented enclosures within the loudspeaker, located on the left and right sides. The two high-power 10-inch drivers work in tandem

at lower frequencies to take advantage of their combined acoustic output, while one of the drivers rolls off before the crossover frequency to maintain optimal polar and frequency response.

The high-frequency section — at the center between the two cone drivers — consists of two neodymium magnet compression drivers with 3-inch diaphragms and 1.2-inch exits. These newly designed drivers are seamlessly combined through a custom, patented Meyer Sound REM™ ribbon emulation manifold, coupled to a 100-degree horizontal constant-directivity horn. This horn's controlled, very narrow vertical dispersion is ideally suited for use in curvilinear arrays, allowing minimal destructive interaction in the high frequencies between adjacent enclosures. Compared to other methods, REM produces a smoothly controlled wavefront with less distortion and with the far higher output generated by compression drivers.

All four MICA transducers are designed and manufactured in-house, and are driven by an integral, four-channel class AB/H amplifier that provides 3020 watts of total output power (6000 watts peak). The integrated amplifier/processing circuitry includes TruPower® limiting to protect the drivers and hold long-term power compression to less than 1 dB. The field-replaceable electronics module incorporates Meyer Sound's Intelligent AC™ power supply, which automatically adjusts for any line voltage world-

wide and provides both soft turn-on and transient protection. The MICA loudspeaker comes with the RMS™ remote monitoring system interface installed. RMS offers comprehensive monitoring of system parameters on a Windows®-based network.

MICA systems may be deployed in either flown or ground-stacked configurations. Newly designed QuickFly® rigging hardware uses captive GuideALinks™ contained within recessed guides in the front and rear corners of the cabinet. A slot and convenient pinned handle allow the link to be moved and pinned for arraying or storage. The rear link permits 10 splay angles between 0 and 6 degrees (in 0.5-degree increments from 0 to 3 degrees, and in 1-degree increments from 3 to 6 degrees); the two-position front link may be set to add 7 degrees, adjusting coverage to miss balcony fronts and other architectural obstacles. The rigid connections allow easy adjustment of array tilt, and often eliminate the need for a pullback strap in flown configurations. A single flown array can include up to 22 MICA loudspeakers with a 7:1 safety factor, and 25 loudspeakers with a 5:1 safety factor.*

Options for MICA include a weather-protected version with a rain hood to safeguard the electronics, and custom color finishes. Top and transition grids, a caster frame for transporting stacks of multiple units, and protective covers are available.

*Restrictions apply. See the MG-MICA Assembly Guide for more information.

FEATURES & BENEFITS

Very high power-to-size ratio

Exceptional fidelity and transient response for intelligibility and high-impact

Seamless integration with MILO

Wide and even horizontal coverage pattern across the full bandwidth

QuickFly rigging system with new captive GuideALinks simplifies use in flown or ground-stacked arrays

APPLICATIONS

Performing arts centers, theatres, churches, and other fixed installations

Touring sound reinforcement for mid-sized venues

Sidefill hangs with MILO in very large venues

ARCHITECT SPECIFICATIONS

The loudspeaker shall be a self-powered, full-range unit for deployment in line array systems. The low/low-mid frequency transducers shall consist of two 10-inch cone drivers, rated to handle 1200 watts AES* (1800 watts peak). The high-frequency transducers shall consist of two 3-inch diaphragm, 12-inch exit compression drivers, rated to handle 360 watts AES* (720 watts peak) coupled via a custom manifold to a 100-degree horizontal constant-directivity horn.

The loudspeaker shall incorporate internal processing and a four-channel amplifier. Processing functions shall include equalization, phase correction, driver protection and signal division for the two frequency sections. The crossover point shall be 1000 Hz. An additional low-frequency crossover shall cause the two low/low-mid frequency transducers to work in combination between 60 Hz and 320 Hz, with only one working up to the crossover frequency to maintain optimal polar characteristics.

Each amplifier channel shall be class AB/H with complementary MOSFET output stages. Burst capability shall be 3020 watts total (6000 watts peak) with two channels at 950 watts into a nominal 4-ohm load for the low and low-mid drivers and two channels at 560 watts into a nominal 8-ohm load for the high-frequency drivers. Distortion (THD, IM, TIM) shall not exceed 0.02%. Protection circuits shall include TruPower limiting. The audio input shall be electronically balanced with a 10 kOhm impedance and accept a nominal 0 dBV (1 V rms, 1.4 V pk) signal (+20 dBV to produce maximum SPL). Connectors shall be XLR (A-3) type male and female. RF filtering shall be provided. CMRR shall be greater than 50 dB (typically 80 dB, 50 Hz - 500 Hz).

Performance specifications for a typical production unit shall be as follows, measured at 1/3-octave resolution. Operating frequency range shall be 60 Hz to 18 kHz. Phase response shall be $\pm 30^\circ$ from 1 kHz to 16 kHz. Maximum peak SPL shall be 138 dB at 1 meter. Beamwidth shall be 100 degrees horizontal. Vertical coverage in multi-cabinet arrays shall be dependent on system configuration.

The internal power supply shall perform automatic voltage selection, EMI filtering, soft current turn-on and surge suppression. Powering requirements shall be nominal 100, 110, or 230 V AC line current at 50 Hz or 60 Hz. UL and CE operating voltage range shall be 100 to 230 V AC. Maximum peak current draw during burst shall be 8.7 A at 115 V AC and 4.3 A at 230 V AC. Current inrush during soft turn-on shall not exceed 11 A at 115 V AC. AC power connectors shall be locking NEMA L6-20, IEC 309 male, PowerCon or YEAM all-in-one.

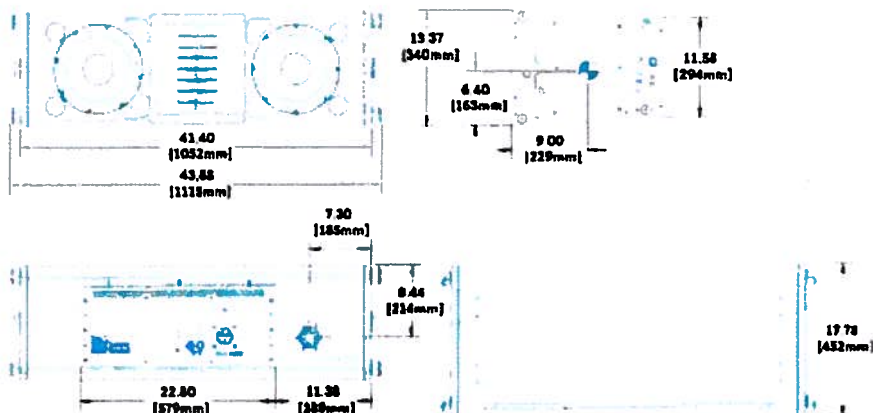
The loudspeaker system shall incorporate the electronics module for Meyer Sound's RMS remote monitoring system.

All loudspeaker components shall be mounted in an enclosure constructed of premium birch plywood with a hard and damage-resistant black textured finish. The front protective grille shall be powder-coated, hex-stamped steel. To build flown or ground-stacked loudspeaker arrays, linking to the grid and between cabinets shall be accomplished with QuickFly rigging hardware using captive GuideALinks allowing 10 rear splay angles between 0 and 6 degrees, with a two-position front link settable at 0 or 7 degrees.

Dimensions shall be 41.40" wide by 13.37" high (cabinet front) by 17.78" deep (1052 mm x 340 mm x 452 mm). Weight shall be 150 lbs (68.04 kg).

The loudspeaker shall be the Meyer Sound MICA.

*Both transducers driven continuously for two hours with band-limited noise signal having a 6 dB peak-average ratio.



Dimensions	41.40" w x 13.37" h x 17.78" d (1052 mm x 340 mm x 452 mm)
Weight	150 lbs (68.04 kg)
Enclosure	Premium birch plywood
Finish	Black textured
Grille	Powder-coated hex-stamped steel
Rigging	MRF-MICA rigging frame, with captive GuideALink connectors and quick-release pins

ABOUT THE VERTICAL DIRECTIVITY PLOTS

The color images accompanying the upper diagram on the facing page are sound intensity plots made using the Meyer Sound MAPP Online® acoustical prediction program, a unique and highly accurate visualization tool for professional sound system designers.

Using an internet-connected personal computer, the designer specifies Meyer Sound loudspeaker models, their locations, how they are aimed and, optionally, the locations and composition of walls. This information travels over the internet to a powerful server computer at Meyer Sound headquarters in Berkeley, California. Running a sophisticated algorithm and using highly accurate measured data that describe each loudspeaker's directional characteristics, the server predicts the sound field that the loudspeakers will produce, forms a color representation, and sends the result back for the designer's computer to display.

In these sound field plots, the color spectrum is used to represent levels of sound intensity, with red being the loudest and blue being the softest, as shown in the scale to the immediate right. These examples illustrate coverage characteristics for an array whose splay angles have been tailored to the actual venue, a section view of the venue has been superimposed on the MAPP Online plots.



MICA SPECIFICATIONS

ACOUSTICAL

Operating Frequency Range¹
Free Field Response²
Phase Response³
Maximum SPL⁴ (1 kHz)
Radiation Pattern

60 Hz – 18 kHz
75 Hz – 17 kHz ± 4 dB
1 kHz – 16 kHz $\pm 30^\circ$
138 dB
 ± 110 dB

COVERAGE

Horizontal Coverage⁵
Vertical Coverage

100°
Varies, depending on array length and configuration

CROSSOVER⁶

1000 Hz

TRANSDUCERS

Low-Frequency Driver

Two high-power 10" cone drivers with neodymium magnets
Nominal impedance: 4 Ω
Voice coil size: 2"
Power handling capability: 1200 W (AES)⁷, 1800 W peak⁸

High-Frequency Driver

Two 3" compression drivers
Nominal impedance: 8 Ω
Voice coil size: 3"
Diaphragm size: 3"
Exit size: 1.2"
Power handling capability: 360 W (AES)⁹; 720 W peak⁸

AUDIO INPUT

Type
Maximum Common Mode Range
Connectors
Input Impedance
Wiring

Differential, electronically balanced
 ± 15 V DC, clamped to earth for voltage transient protection
Female XLR input with male XLR loop output or VEAM all-in-one connector (integrates AC, audio and network)
10 k Ω differential between pins 2 and 3
Pin 1: Chassis/earth through 220 k Ω , 1000 pF, 15 V clamp network to provide virtual ground lift at audio frequencies
Pin 2: Signal +
Pin 3: Signal –
Case: Earth ground and chassis

DC Blocking

None on output, DC blocked through signal processing

CMRR

>50 dB, typically 80 dB (50 Hz–500 Hz)

HF Filter

Common mode: 425 kHz

TIM Filter

Differential mode: 142 kHz

Nominal Input Sensitivity

Integral to signal processing (<80 kHz)
0 dBV (1 V rms, 1.4 V pk) continuous is typically the onset of limiting for noise and music

Input Level

Audio source must be capable of producing a minimum of +20 dBV (10 V rms, 14 V pk) into 600 Ω in order to produce maximum peak SPL over the operating bandwidth of the loudspeaker

AMPLIFIER

Type
Output Power⁸
Total Output⁹
THD (1% THD)
Load Capacity
Cooling

Four-channel complementary MOSFET output stages (class AB/M)
3020 W (four channels; 2 x 950 W, 2 x 560 W)
6000 W peak
<0.2%
4 Ω low and mid channels; 8 Ω high channels
Forced air cooling, four fans (two ultrahigh-speed reserve fans)

AC POWER

Input Voltage
Automatic Voltage Selection

Supply Voltage, Range, Input Requirement
Input Voltage, Range, Input Requirement
Input Voltage, Range, Input Requirement

250 V AC NEMA L6-20 twistlock, IEC-309 male, PowerCon, or VEAM
Automatic, two ranges, each with high-low voltage tap (uninterrupted)
95 V AC – 125 V AC; 208 V AC – 235 V AC, 50/60 Hz
85 V AC – 134 V AC, 165 V AC – 264 V AC

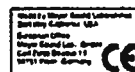
11 A rms (115 V AC), 0.55 A rms (230 V AC), 1.3 A rms (100 V AC)
5.4 A rms (115 V AC); 2.7 A rms (230 V AC), 6.2 A rms (100 V AC)
8.7 A rms (115 V AC), 4.3 A rms (230 V AC), 10.0 A rms (100 V AC)
24.6 A rms (115 V AC), 12.3 A rms (230 V AC), 28.3 A rms (100 V AC)
11 A rms (115 and 100 V AC), 15 A rms (230 V AC)

RMS NETWORK

Equipped with two-conductor twisted-pair network, reporting all operating parameters of amplifiers to system operator's host computer

NOTES:

- 1 Recommended maximum operating frequency range. Response depends on loading conditions and room acoustics.
- 2 Free field, measured with 1/3-octave frequency resolution at 4 meters.
- 3 Measured with music referred to 1 meter.
- 4 At these frequencies, the transducers produce equal sound pressure levels.
- 5 Power handling is measured under AES standard conditions: both transducers driven continuously for two hours with band-limited noise signal having a 6 dB peak-average ratio.
- 6 Peak power handling is measured with both transducers driven for 100 milliseconds with pink noise signal having a 12 dB peak-average ratio.
- 7 The two drivers are coupled to a 100-degree horizontal constant-directivity horn through a proprietary acoustical combining manifold (REM).
- 8 Amplifier wattage rating based on the maximum unclipped burst sine-wave rms voltage that the amplifier will produce for at least 0.5 seconds into the nominal load impedance: 62 V rms low channels and 67 V rms high channels.
- 9 Peak power based on the maximum unclipped peak voltage that the amplifier will produce for at least 100 milliseconds into the nominal load impedance: 87 V pk low channels and 95 V pk high channels.
- 10 AC power cabling must be of sufficient gauge to that under burst current rms conditions, cable transmission losses do not drop voltage below specified operating range at the speaker.



N775



MICA – 04 147 004 01 A

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Meyer Sound Laboratories Inc.

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techsupport@meyersound.com
www.meyersound.com

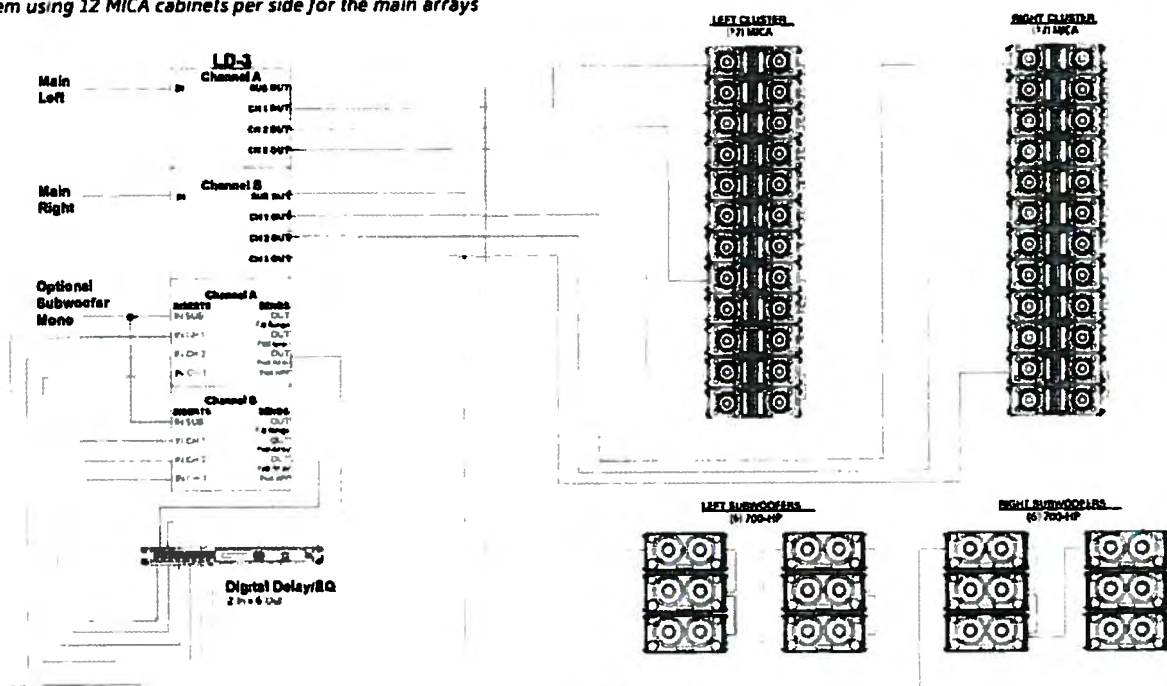
MICA VERTICAL SPLAY AND COVERAGE

These illustrations show how the splay between adjacent cabinets in a MICA array may be adjusted to tailor coverage for a specific venue. The MAPP Online plots on the right illustrate the vertical directivity characteristics of the array on the left, with a section view of an example venue superimposed.



SIGNAL FLOW FOR A TYPICAL REINFORCEMENT SYSTEM

MICA loudspeakers permit versatile arrays and are compatible with other Meyer Sound reinforcement loudspeakers, giving sound designers maximum freedom to customize systems for their needs. This block diagram illustrates the signal flow for a typical sound reinforcement system using 12 MICA cabinets per side for the main arrays.

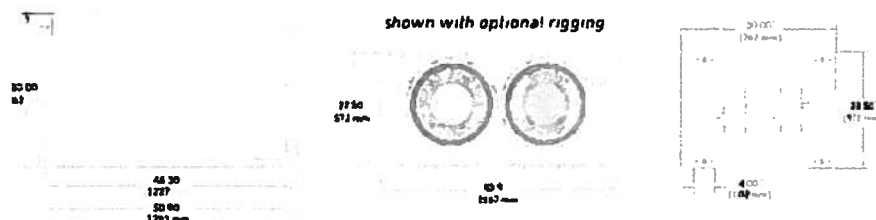




700-HP : UltraHigh-Power Subwoofer



45.93" w x 22.50" h x 30.00" d (1167 mm x 572 mm x 762 mm)
 50.58" w x 22.50" h x 30.00" d (1285 mm x 572 mm x 762 mm)
 204 lbs (92.53 kg)
 259 lbs (117.48 kg)
 Multi-ply hardwood
 Black textured
 Perforated metal grille lined with acoustical black mesh
 Optional QuickFly® rigging kit available, with aluminum and steel side rigging bars, AlignaLinks and quick release pins



The Meyer Sound 700-HP ultrahigh-power subwoofer sets a new standard for the power-to-size equation. The 700-HP's power and bandwidth handle high continuous operating levels and extreme transient information with minimal distortion in its operating frequency range.

Meyer Sound's rigorous design approach has been applied to extract the greatest efficiency from every part of the system, resulting in the 700-HP subwoofer's effortless reproduction of low-frequency transient information. The transducers, amplification and control electronics of the self-powered 700-HP are created as a symbiotic system that optimizes performance and maximizes its tremendous power.

The operating frequency range of 28 Hz to 150 Hz complements other Meyer Sound loudspeakers and line and curvilinear arrays in sound reinforcement applications requiring maximum headroom at the low end of the frequency spectrum.

The 700-HP subwoofer's efficiently tuned cabinet houses two back-vented, long-

excursion, 18-inch cone drivers. Each driver features a 4-inch voice coil and is rated to handle 1200 AES watts (see note 4 on back page). The Meyer Sound designed and manufactured drivers have also been engineered for extreme efficiency, using high-gauss neodymium magnets for the most powerful magnetic field strength. High magnetic field strength increases the driver's sensitivity, which yields greater output, while keeping heat dissipation requirements within operational tolerances.

An integral two-channel class AB/H amplifier with complementary MOSFET output stages supplies total peak power of 2250 watts (1125 watts per channel). With nearly twice the amplification power of the 650-P subwoofer, the 700-HP produces an average of 3 dB more overall SPL, with enormous headroom to accommodate the most extreme demands with ease. Tests conducted by Meyer Sound show the 700-HP producing significantly higher output than other "high-power" subwoofers.

The amplifier, control electronics and power supply are integrated into a single, field-

replaceable module mounted in the cabinet rear. The cabinet is constructed of multi-ply hardwood and coated with a textured black finish. Integral metal grilles lined with acoustical black mesh protect the cone drivers. The stackable 700-HP includes plastic skids on the bottom of the unit to prevent damage to the enclosure or the unit below; the skids align with slots on the cabinet's top to ensure secure stacking. For maximum convenience, the 700-HP can travel in stacks on the MCF-700 caster frame.

The 700-HP is truck-smart, with exterior cabinet dimensions suitable for both European and U.S. trucks. A QuickFly rigging kit is available, installed at the factory or as a field upgrade. Up to 11 cabinets can be suspended from the optional MTG-700 top grid in a straight hang at a 7:1 safety factor.

Options for the 700-HP include weather protection and custom color finishes for fixed installations and any situation requiring specific cosmetics. The optional RMS™ remote monitoring system module allows comprehensive monitoring of all key system parameters on any RMS-equipped host PC.

FEATURES & BENEFITS

Stackable

Flyable using optional rigging kit

Extremely low distortion for ultimate low-frequency clarity

Very high peak power yields excellent transient reproduction

Ultra-efficient neodymium magnet drivers

Transportable in blocks using optional heavy duty caster frame

APPLICATIONS

Stadiums, arenas and concert halls

Medium-to-large theatres and clubs

Theme parks

Cinema

700-HP SPECIFICATIONS

ACOUSTICAL

28 Hz – 150 Hz
30 Hz – 125 Hz ± 4 dB
45 Hz – 145 Hz ± 30 *
139 dB
+110 dB

COVERAGE

360° (single unit), varies with number of units and configuration

TRANSOUCERS

Two 18" cone drivers
Nominal impedance: 4 Ω
Voice coil size: 4"
Power-handling capability: 1200 W (AES)*

AUDIO INPUT

Differential, electronically balanced
 ± 15 V DC, clamped to earth for voltage transient protection
Female XLR input with male XLR loop output or VEAM all-in-one (integrates AC, audio and network)
10 k Ω differential between pins 2 and 3
Pin 1: Chassis/earth through 220 k Ω , 1000 pF, 15 V clamp network to provide virtual ground lift at audio frequencies
Pin 2: Signal +
Pin 3: Signal –
Case: Earth ground and chassis
None on input, DC blocked through signal processing
+50 dB, typically 80 dB (50 Hz–500 Hz)
Common mode: 425 kHz
Differential mode: 142 kHz
Integral to signal processing (>80 kHz)
0 dBV (1 V rms, 1.4 V pk) continuous is typically the onset of limiting for noise and music
Audio source must be capable of producing a minimum of +20 dBV (10 V rms, 14 V pk) into 600 Ω in order to produce maximum peak SPL over the operating bandwidth of the loudspeaker

AMPLIFIERS

Two-channel complementary power MOSFET output stages (class AB/H)
2250 W (1125 W/channel)⁵
+0.2%
4 Ω each channel
Forced air cooling, two fans (one ultrahigh-speed reserve fan)

AC POWER

250 V AC NEMA L6-20 (twist lock), IEC 309 male inlet, or VEAM Automatic, two ranges, each with high-low voltage tap
95 V AC – 125 V AC, 208 V AC – 235 V AC, 50/60 Hz
85 V AC – 134 V AC, 165 V AC – 264 V AC, 50/60 Hz
0.640 A rms (115 V AC); 0.320 A rms (230 V AC), 0.850 A rms (100 V AC)
8.8 A rms (115 V AC), 4 A rms (230 V AC); 10 A rms (100 V AC)
19 A rms (115 V AC); 9.5 A rms (230 V AC); 22 A rms (100 V AC)
39 A pk (115 V AC), 20 A pk (230 V AC); 45 A pk (100 V AC)
7 A pk (115 V AC); 7 A pk (230 V AC); 10 A pk (100 V AC)

RMS NETWORK (OPTIONAL)

Equipped for two conductor twisted-pair network, reporting all operating parameters of amplifiers to system operator's host computer

NOTES:

- 1 Recommended maximum operating frequency range. Response depends upon loading conditions and room acoustics
- 2 Measured with 1/3 octave frequency resolution at 4 meters
- 3 Measured with music at 1 meter
- 4 Power handling is measured under AES standard conditions. Transducer driven continuously for two hours with a band-limited noise signal having a 6 dB peak-to-average ratio
- 5 Amplifier wattage rating is based on the maximum unclipped burst sine-wave rms voltage the amplifier will produce into the nominal load impedance. Both channels 67 V rms (95 V pk) into 4 ohms

Made by Meyer Sound, a division of
Boschert Corporation, USA
European Office
Meyer Sound Ltd, GmbH
Carl-Zeiss-Strasse 11
56781 Paderborn, Germany



700-HP — 04 137 093 01 D

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Berkeley, CA 94702

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F +1 510 486 8356

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www.meyersound.com

ARCHITECT SPECIFICATIONS

The loudspeaker shall be a self-powered, sub-bass system that may be deployed as either a flown or a ground-stacked unit. The transducers shall consist of two 18-inch cone drivers (4-inch voice coil) each rated to handle 1200 AES* watts.

The loudspeaker shall incorporate internal processing electronics and a two-channel amplifier. Each amplifier channel shall be class AB/H with complementary MOSFET output stages. Burst capability shall be 2250 watts total with nominal 4-ohm resistive load. Distortion (THD, IM, TIM) shall not exceed 0.02%. Protection circuits shall include TriPower limiting. The audio input shall be electronically balanced with a 10 k Ω impedance and accept a nominal 0 dBV (1 V rms) signal (20 dBV to produce maximum SPL). Connectors shall be XLR (A–3) type male and female or VEAM all-in-one. RF filtering shall be provided, and CMRR shall be greater than 50 dB (50 – 300 Hz).

Performance specifications for a typical production unit shall be as follows, measured at 1/3-octave resolution. Operating frequency range shall be 28 Hz to 150 Hz. Phase response shall be $\pm 30^\circ$ from 45 Hz to 145 Hz. Maximum peak SPL shall be 139 dB at 1 meter.

The internal power supply shall perform automatic voltage selection, EMI filtering, soft current turn-on and surge suppression. Powering requirements shall be nominal 100 V, 110 V or 230 V AC line current at 50 Hz or 60 Hz. UL and CE operating voltage ranges shall be 95 to 125 V AC and 208 to 235 V AC. Current draw during burst shall be 19 A rms at 115 V AC, 9.5 A rms at 230 V AC and 22 A rms at 100 V AC. Current inrush during soft turn-on shall not exceed 7 A at 115 V AC. AC power connectors shall be L6-20, IEC 309 male or VEAM all-in-one.

The loudspeaker shall optionally incorporate the electronics module for Meyer Sound's RMS remote monitoring system.

Loudspeaker components shall be mounted in a multi-ply hardwood enclosure with a black textured finish. Dimensions shall be 45 9/16" wide x 22 5/8" high x 30.00" deep (1167 mm x 572 mm x 762 mm). Weight shall be 204 lbs (92.53 kg). Dimension with optional rigging shall be 50.58" wide x 22.50" high x 30.00" deep (1285 mm x 572 mm x 762 mm). Weight with rigging shall be 259 lbs (117.48 kg).

The loudspeaker shall be the Meyer Sound 700-HP ultrahigh-power subwoofer.

*Driven continuously for two hours with band-limited noise signal having a 6 dB peak-to-average ratio.

TO: Honorable Mayor Fancher and Town Council members
FROM: Eric J. Heil, Town Attorney
RE: Ordinance No. 16-21, Lot 39 and Tract O Conveyances
DATE: September 9, 2016

Summary: The Reynolds Corporation desires to construct duplexes on Lot 39 and has proposed to swap a portion of Lot 39 with the lower portion of Tract O to facilitate the design of the access driveway. A water storage tank is currently located on the upper portion of Tract O.

The Avon Planning Commission took action to recommend approval of the land swap as proposed by the owner of Lot 39. The Upper Eagle River Water Authority provided a letter and diagram requesting certain restrictions and acknowledgements about a future water storage tank as well as a request for additional area of Lot 39 to be added to Tract O to facilitate a future replacement water storage tank. The Authority has no immediate plans to construct a replacement water storage tank, but values the designation of suitable areas for future construction of a replacement water storage tank.

Conveyance of a portion of Tract O to Reynolds Corporation by fee simple rather than an easement is preferred because (1) the Town will not require indemnification and insurance as is typical for private development by easements on Town property and (2) Lot 39 can be amended so that the driveway access is on the Lot. The lower portion of Tract O has not been in use for public purpose, therefore, no election is required to convey this portion of the property in accordance with Section 18.3 of the Avon Home Rule Charter.

Proposed Motion: "I move to approve first reading of Ordinance No. 16-20 Approving the Conveyance of a Portion of Tract O and the Acquisition of a portion of Lot 39, Wildridge Subdivision, Avon, Colorado."

ATTACHMENTS: Ordinance No. 16-18
Site Plan from UERWA depicting desired portion of Lot 39.

Thank you, Eric



**TOWN OF AVON, COLORADO
ORDINANCE NO. 16-18**

**APPROVING THE CONVEYANCE OF A PORTION OF TRACT O AND THE
ACQUISITION OF A PORTION OF LOT 39, WILDRIDGE, AVON,
COLORADO**

WHEREAS, the Town of Avon owns Tract O, Wildridge Subdivision, Avon, Colorado, (“**Tract O**”) of which the upper portion is used for a water storage tank for the drinking water systems system serving the community and the lower portion of which is not used for public purpose; and,

WHEREAS, the Reynolds Corporation is the owner of Lot 39, Block 4, Wildridge Subdivision, Avon, Colorado, (“**Lot 39**”), which is adjacent to Tract O, and Reynolds Corporation has proposed to convey a portion of Lot 39 to the Town of Avon and trade for acquiring a portion of the lower section of Tract O which is not used for public purposes and which will facilitate the construction of driveway access for the development of Lot 39; and,

WHEREAS, the Upper Eagle River Water Authority has reviewed the proposed acquisition of a portion of Lot 39 and has indicated that such acquisition will provide suitable adjacent land for the construction of a replacement water storage tank, and will therefore facilitate the future capital investment in the drinking water system that serves the Avon community; and,

WHEREAS, Section 2.1 of the Avon Home Rule Charter provides that the Town of Avon may receive and dispose of real property; and

WHEREAS, the Avon Town Council finds that approval of the exchange of land will promote the efficient and secure provision of drinking water to the Avon community and will thereby promote the health, safety and general welfare of the Avon community; and,

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

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

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

Section 2. Conveyances Subject to Subdivision Plat. The conveyance of a portion of Lot 39 from the Reynolds Corporation to Town of Avon and the conveyance of a portion of Tract O from the Town to the Reynolds Corporation shall be conditioned upon and subject to the administrative review and approval of a subdivision plat to adjust such lot lines according, and which subdivision plat shall include such easements for drainage, utilities, adjacent sub-lateral support and other purposes as are determined appropriate by the Town.

Section 3. Acquisition of a Portion of Lot 39. The Town Council hereby authorizes the acceptance of real property as acquired by and through a Special Warranty Deed in substantially the same form as attached hereto as **Exhibit A: Special Warranty Deed Conveying a Portion of Lot 39.**

Section 4. Conveyance of a Portion of Tract O. The Town Council hereby authorizes the conveyance of a Portion of Tract O by and through a Special Warranty Deed in substantially the same form as attached hereto as **Exhibit B: Special Warranty Deed Conveying a Portion of Tract O** and further authorizes the Mayor and Town Clerk to execute the Special Warranty Deed.

Section 5. Severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Council hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term “provision” means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term “application” means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

Section 6. Effective Date. This Ordinance shall take effect thirty (30) days after the date of final passage in accordance with Section 6.4 of the Avon Home Rule Charter.

Section 7. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Avon, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

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

INTRODUCED AND ADOPTED ON FIRST READING AND REFERRED TO PUBLIC HEARING on September 13, 2016 and setting such public hearing for October 11, 2016 at the Council Chambers of the Avon Municipal Building, located at One Lake Street, Avon, Colorado.

BY:

ATTEST:

Jennie Fancher, Mayor

Debbie Hoppe, Town Clerk

ADOPTED ON SECOND AND FINAL READING on October 11, 2016.

BY:

ATTEST:

Jennie Fancher, Mayor

Debbie Hoppe, Town Clerk

APPROVED AS TO FORM:



Eric J. Heil, Town Attorney

EXHIBIT A: SPECIAL WARRANTY DEED CONVEYING A PORTION OF LOT 39

**RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:**

Town of Avon
P.O. Box 975
Avon, CO 81620
Attn: Debbie Hoppe, Town Clerk

SPECIAL WARRANTY DEED

Reynolds Corporation, a Colorado corporation ("**Grantor**"), whose regular mail (United States Postal Service) address is _____, for the consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to the Town of Avon, a home rule municipality of the State of Colorado ("**Grantee**"), whose street address is One Lake Street, P.O. Box 975, Avon, Colorado 81620, County of Eagle, State of Colorado, the real property that is described as follows:

A portion of Lot 39, Block 4, Wildridge Subdivision, Avon, Colorado, described as follows: [*Insert Legal Description*]

TO HAVE AND TO HOLD the said Property unto Grantee, and Grantee's heirs, successors and assigns forever. Grantor, for itself and its heirs, successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee's heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to (a) real property taxes and assessments for 2016 and subsequent years, a lien not yet due and payable, and (b) the matters set forth on Exhibit A attached hereto and made a part hereof.

Reynolds Corporation, a Colorado corporation

By: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2016, by _____ as _____ of the Reynolds Corporation, a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____
_____ public notary

EXHIBIT B: SPECIAL WARRANTY DEED CONVEYING A PORTION OF TRACT O

**RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:**

SPECIAL WARRANTY DEED

Town of Avon, a home rule municipality of the State of Colorado (“**Grantor**”), whose regular mail (United States Postal Service) whose street address is One Lake Street, P.O. Box 975, Avon, Colorado 81620, County of Eagle, State of Colorado, for the consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to the Reynolds Corporation, a Colorado corporation (“**Grantee**”), whose address is _____, the real property that is described as follows:

A portion of Tract O, Wildridge Subdivision, Avon, Colorado, described as follows:
[Insert Legal Description]

TO HAVE AND TO HOLD the said Property unto Grantee, and Grantee's heirs, successors and assigns forever. Grantor, for itself and its heirs, successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee’s heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to (a) real property taxes and assessments for 2016 and subsequent years, a lien not yet due and payable, and (b) the matters set forth on **Exhibit A** attached hereto and made a part hereof.

Reynolds Corporation, a Colorado corporation

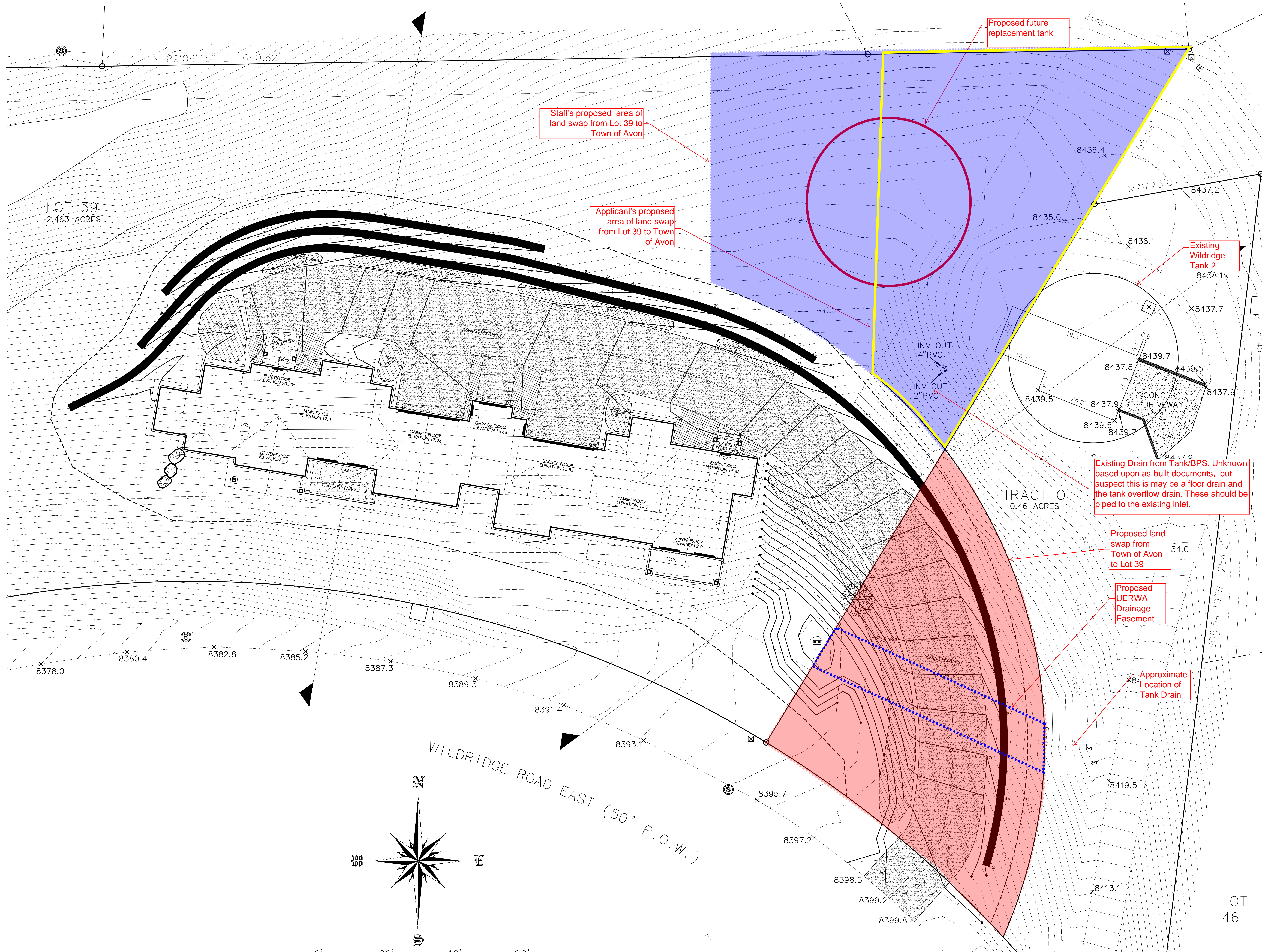
By: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2016, by _____ as _____ of the Reynolds Corporation, a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____
_____ public notary



ARCHITECT

RAI Architects, Inc.
Architecture • Planning • Interior Design
P.O. Box 1805
Edward, Colorado 81632
Phone - 970.374.4227
email - lobby@raich.com

STRUCTURAL

LANDSCAPE

NOTES

ISSUES

NO.	DESCRIPTION	DATE
A	PNZ Submittal	04.01.16

5040 Wildridge Road
Duplex A

Lot 39
Block 4
Wildridge PUD
Avon, CO 81620

Architectural
Site
Plan

PROJECT NO.	15-221A	A 0.2
DATE	April 1, 2016	
DRAWN BY	TD	
SCALE	1" = 10'	

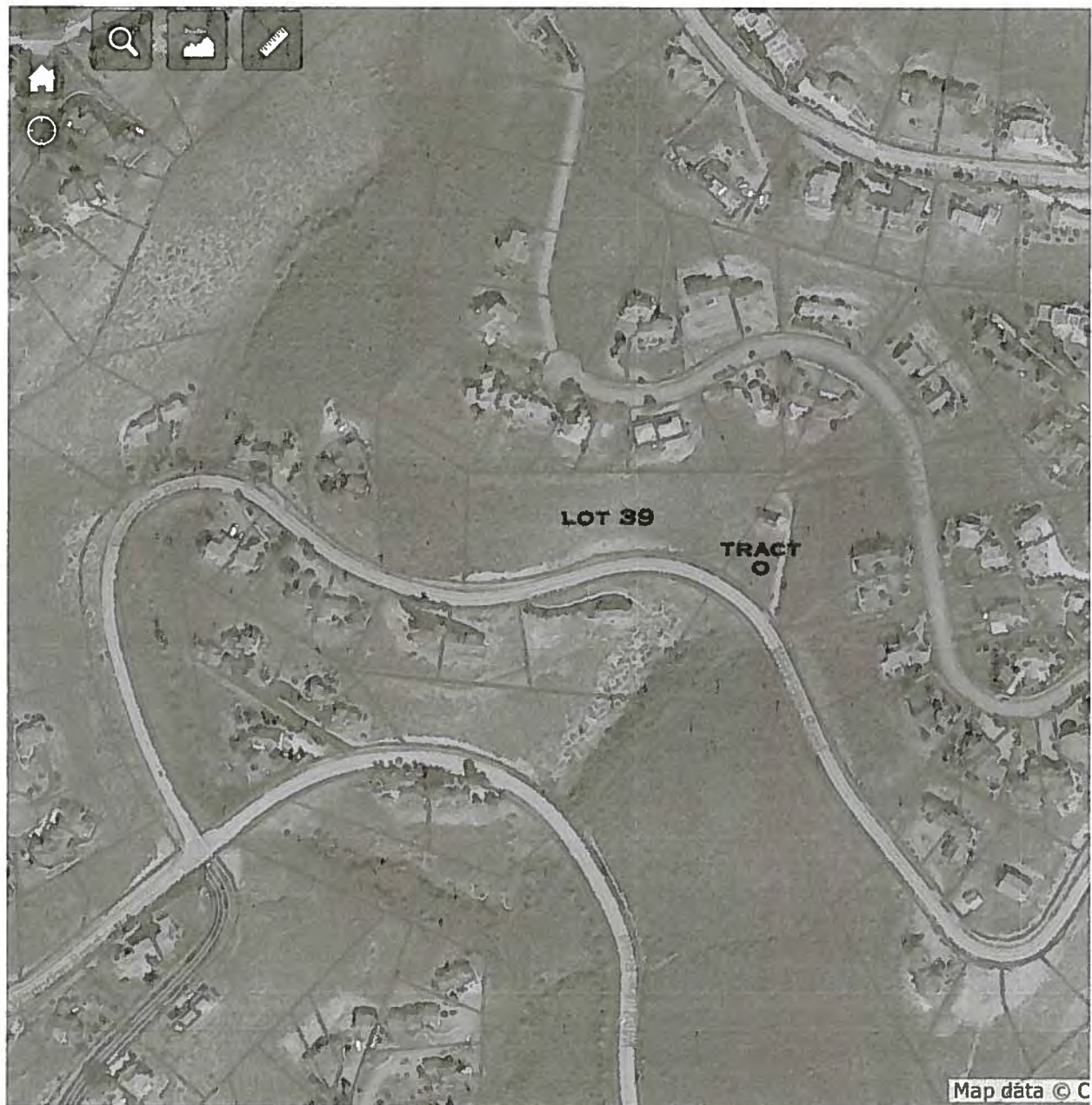
5032-5040 Wildridge LLC

**Proposed Land Swap
Lot 39 and Tract O
Block 4
Wildridge Subdivision
Town of Avon, Colorado**

August 15, 2016



Vicinity Map



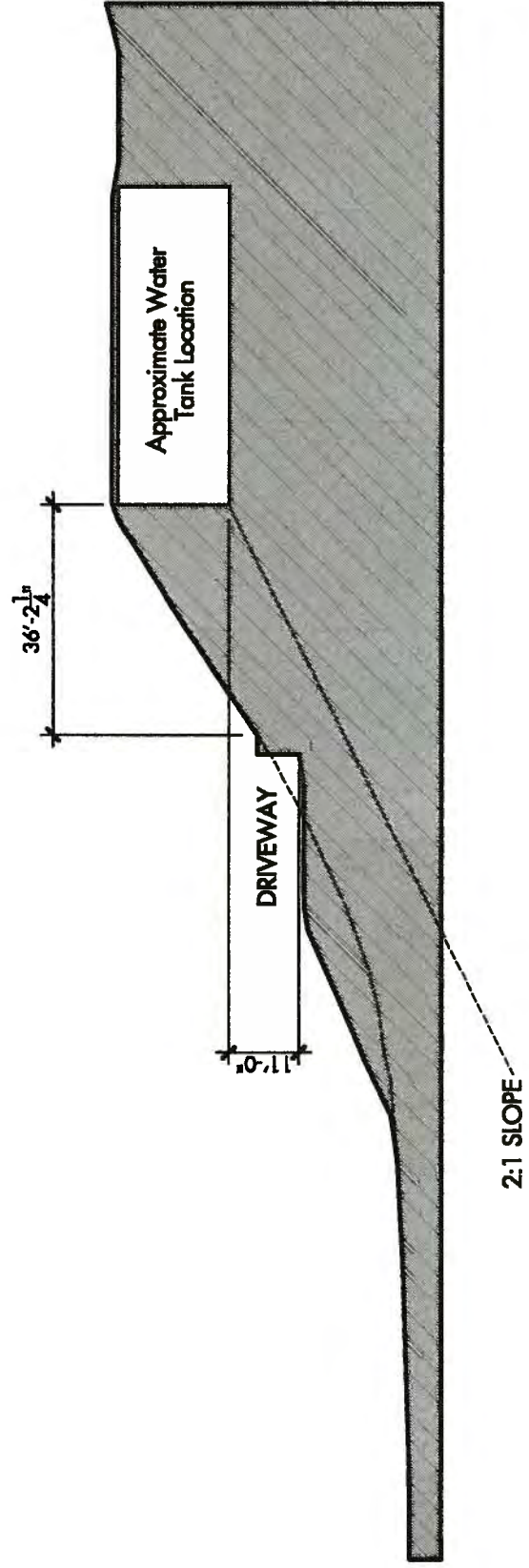
Introduction

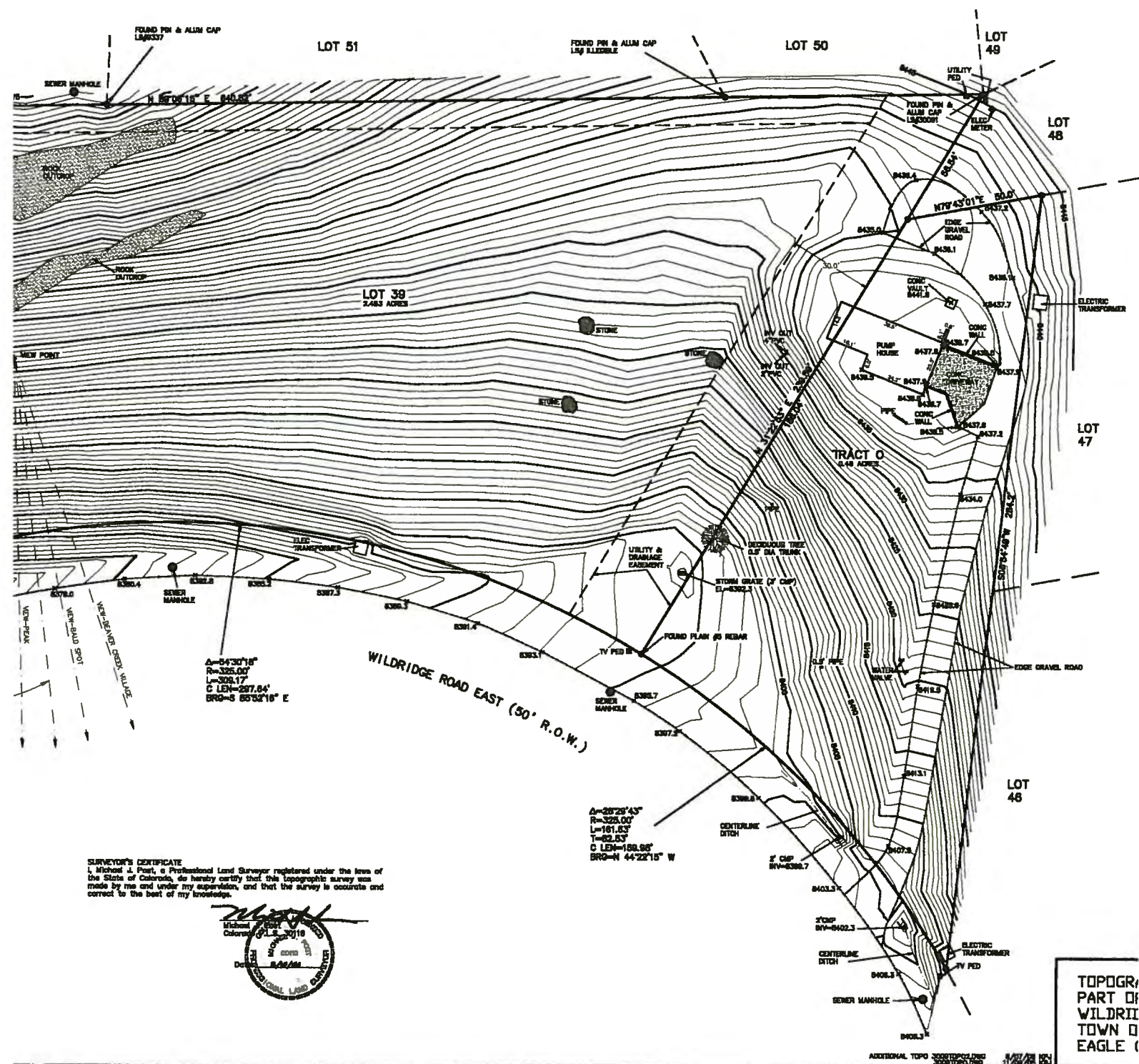
Lot 39 sits on the north side of Wildridge Road East soon after the four way intersection that signifies the split of Wildridge Road East and West. Lot 39 is approximately 2.463 acres and abuts Town of Avon property Tract O, including an encroachment from the building and water tank located upon it. The properties are very steep with extremely limiting grades and building siting areas. There are small pockets of manageable grades and slopes mostly situated on the upper and western portion of the lots. The areas of the lots that abut Wildridge Road East are extremely steep and limiting for site access, with there in reality being only one reasonable area for site access on the far Eastern edge of Lot 39 and on to Tract O.

Our proposal entails conveying a portion of Lot 39 to the Town of Avon to be incorporated onto Tract O so that the ERWSD water tank and associated pump house building will be contained entirely on Tract O and no longer encroach on the adjacent property. In exchange for the this land conveyance, we are requesting that the Town convey the bottom of Tract O for use in constructing a driveway to access Lot 39 and in the future Lot 38.

It is our opinion that this exchange offers a benefit to all parties involved. For the Town of Avon, the newly acquired land would ensure control of the area surrounding the water tank and pump house to eliminate the risk that adjacent construction on Lot 39 could potentially cause structural instability by disturbing and undermining the hillside that supports the water tank and pump house. The pump house, water tank, and immediate surrounding area would be completely located on Tract O ensuring control over those structures. The additional land would also allow for more flexibility for future water service improvements and adjustments. For 5032-5040 Wildridge LLC, the benefit revolves around the construction of the driveway. Lot 39 is extremely steep and any driveway access onto the property will be difficult. The acquired land from Tract O would allow the driveway to start at a higher elevation along Wildridge Road as the road rises as it continues to the east in front of Tract O. The driveway would also now be longer which would help to achieve a greater elevation once on the property allowing for better building siting, decreased retaining wall height, and decreased property disturbance. Accessing the site at a higher point from the proposed driveway through this land also benefits the future access to Lot 38. Designing the driveway to accommodate this access greatly decreases the disturbance that would occur if Lot 38 was access directly from Wildridge Road. By the time the driveway through Tract O and Lot 39 gets to Lot 38, there is no longer a need for retaining walls and that lot can be accessed simply with some grading adjustments to the existing site. The overall site concept is demonstrated in the site concept plan along with some site sections attached to the end of this narrative. While these factors are a benefit to the development of Lots 38 and 39, they are also benefits for the Town of Avon as the final constructed solution on the property would be less overwhelming, with less disturbance, and a greater degree of harmony with the surrounding neighborhood. The majority of the driveway and retaining areas will be located behind the residences and screened from adjacent properties by the structures below and the hillside above.

We have met with ERWSD to review this proposed swap, and at their May 26, 2016 Board of Directors meeting, they unanimously approved supporting this land swap proposal. During the process of working with them, we reviewed the driveway at its closest point to the water tank and had that section analyzed by a structural engineer to determine the viability of the retaining wall construction along the driveway and any risk that would pose to the water tanks stability. The engineers letter is also attached to this narrative. The site section reviewed is as follows:





TOPOGRAPHIC
PART OF
WILDRID
TOWN OF
EAGLE C

Lot Areas and Dimensions

Existing

Lot 39 2.463 acres
Tract O 0.460 acres

Proposed

Lot 39 2.375 acres
Tract O 0.548 acres

Land conveyed to Tract O - .233 acres (10,171sf)

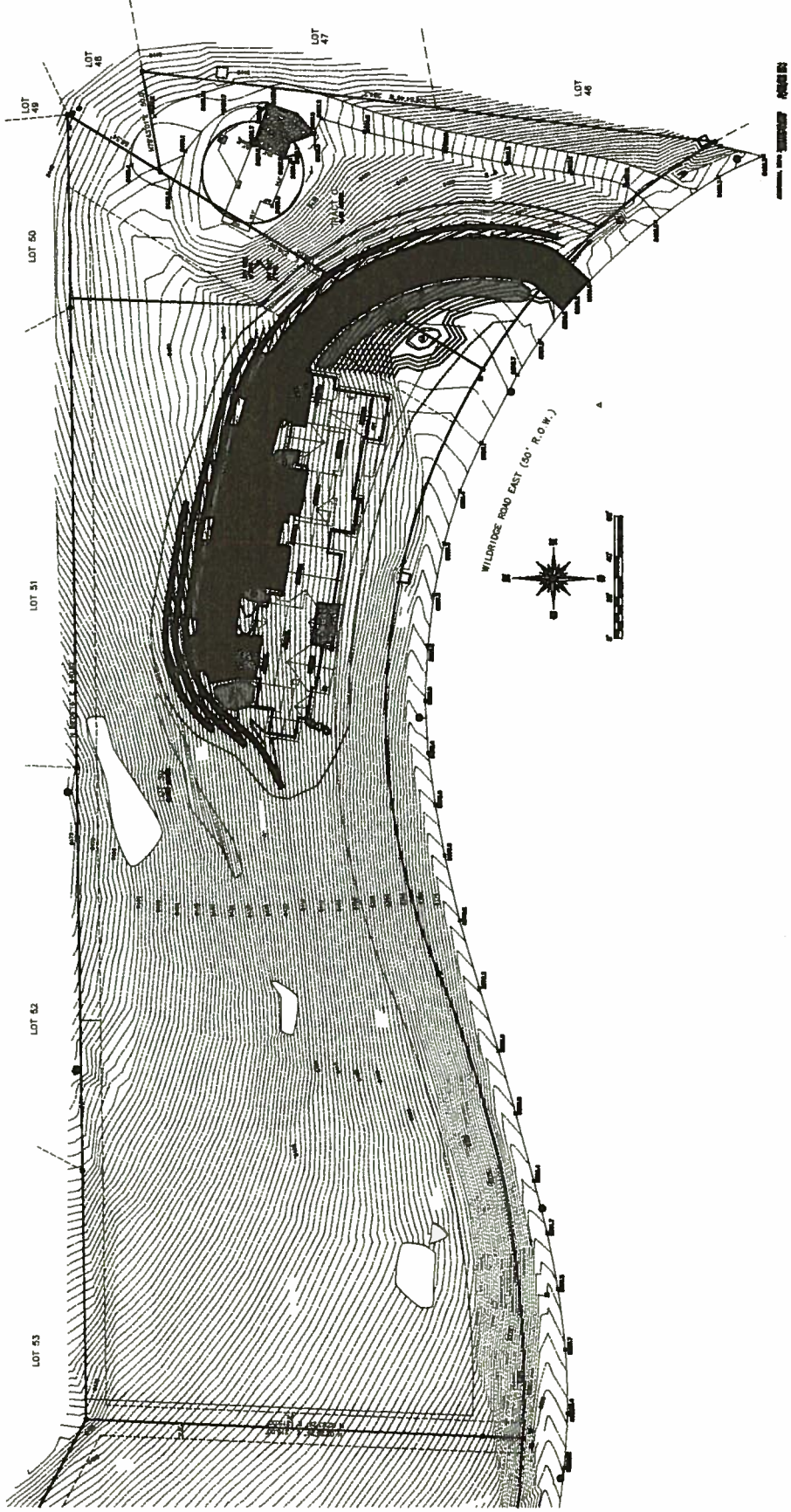
Land conveyed to Lot 39 - .145 acres (6,305sf)

Proposed Design

The proposed design for the driveway and subsequent first duplex on Lot 39 is attached to this narrative. This design was reviewed and approved by the Avon Planning and Zoning Commission at their April 19, 2016 meeting, contingent upon the land swap/easement being approved by the Avon Town Council. The design depicted in this submittal is greatly improved by the driveway access through Tract O. Last year, the Avon Planning and Zoning Commission approved a duplex design for Lot 39 that did not propose accessing the property through Tract O. The improvement to the building design through this new proposed access was noted at the April 2016 meeting through the following comments and observations:

1. The bulk of the retaining walls are located behind the house blocking them from view off of the site.
2. The vertical scale of the house is greatly improved from the previous design by the new driveway configuration accessing the site at a higher point than before. The maximum height of the design is greatly reduced and is well below the maximum allowable height of 35'
3. The amount of cut and disturbance on the lot is greatly reduced by the new driveway configuration accessing the site at a higher point than before.
4. The new driveway configuration provides a more desirable house configuration with a main level entry on the garage level.
5. The garage doors and parking areas are behind the house and screened from view off site.
6. The higher driveway will facilitate better access to the rest of the lot with less disturbance and retaining for the second duplex permitted to be constructed on Lot 39 by current zoning as well as the possibility of accessing the adjacent Lot 38 from the same driveway with much less disturbance than would be required by accessing the Lot directly from Wildridge Road and with no additional retaining walls required.

- 1. EXISTING LOT LINES
- 2. EXISTING TOPOGRAPHY
- 3. EXISTING UTILITIES
- 4. EXISTING BUILDINGS
- 5. EXISTING DRIVEWAYS
- 6. EXISTING PAVEMENT
- 7. EXISTING FENCES
- 8. EXISTING TREES
- 9. EXISTING LANDSCAPE
- 10. EXISTING ROADS
- 11. EXISTING UTILITIES
- 12. EXISTING BUILDINGS
- 13. EXISTING DRIVEWAYS
- 14. EXISTING PAVEMENT
- 15. EXISTING FENCES
- 16. EXISTING TREES
- 17. EXISTING LANDSCAPE
- 18. EXISTING ROADS
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- 87. EXISTING FENCES
- 88. EXISTING TREES
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- 90. EXISTING ROADS
- 91. EXISTING UTILITIES
- 92. EXISTING BUILDINGS
- 93. EXISTING DRIVEWAYS
- 94. EXISTING PAVEMENT
- 95. EXISTING FENCES
- 96. EXISTING TREES
- 97. EXISTING LANDSCAPE
- 98. EXISTING ROADS
- 99. EXISTING UTILITIES
- 100. EXISTING BUILDINGS



ARCHITECT

STRUCTURAL

LANDSCAPE

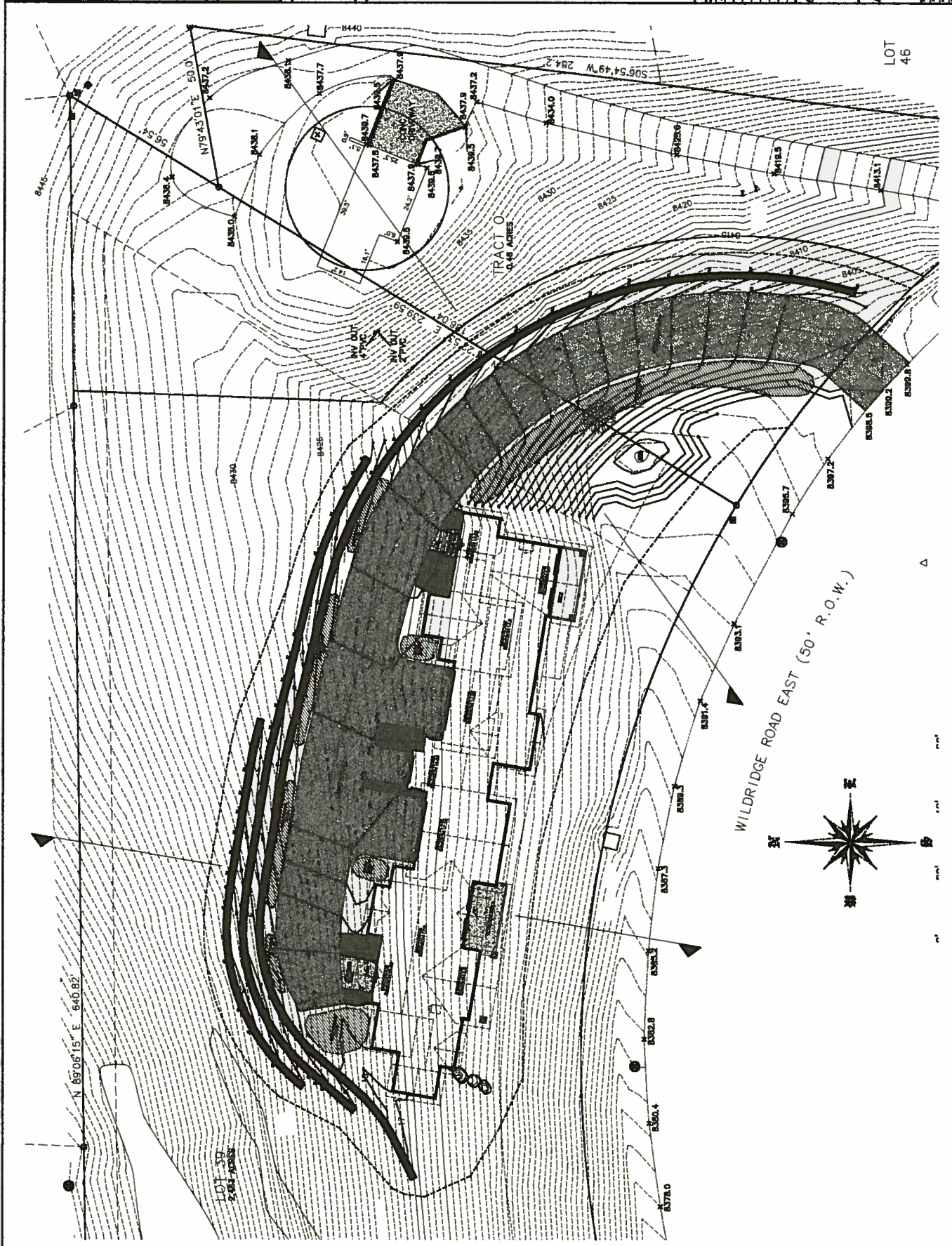
NOTES

ISSUES	
NO.	DATE
1	10/1/00
2	10/1/00
3	10/1/00
4	10/1/00
5	10/1/00
6	10/1/00
7	10/1/00
8	10/1/00
9	10/1/00
10	10/1/00

100' Wildlife Road
Easement
100' Wildlife Road
Easement
100' Wildlife Road
Easement

Architectural
Site
Plan

LOT
46



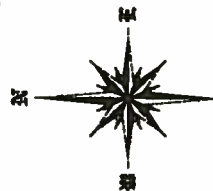
N 89°06'15" E 640.82'

LOT 39
2.83 ACRES

TRACT 10
0.46 ACRES

LOT 46

WILDRIDGE ROAD EAST (50' R.O.W.)



PLANT LEGEND



PLANT LIST

PLANT NAME	QUANTITY	PLANT SPECIES
...

IRIGATION TABLE

IRIGATION SYSTEM	IRIGATION RATE	IRIGATION TIME
...

NOTES

1. ALL PLANTINGS ARE TO BE DONE BY THE LANDSCAPE ARCHITECT.

2. ALL PLANTINGS ARE TO BE DONE BY THE LANDSCAPE ARCHITECT.

3. ALL PLANTINGS ARE TO BE DONE BY THE LANDSCAPE ARCHITECT.

ARCHITECT

RAL
Ralph Architects, Inc.
1000 West 10th Street
Suite 100
Anchorage, Alaska 99501
Phone: (907) 562-1234
Fax: (907) 562-1235
www.ralpharchitects.com

STRUCTURAL

LANDSCAPE

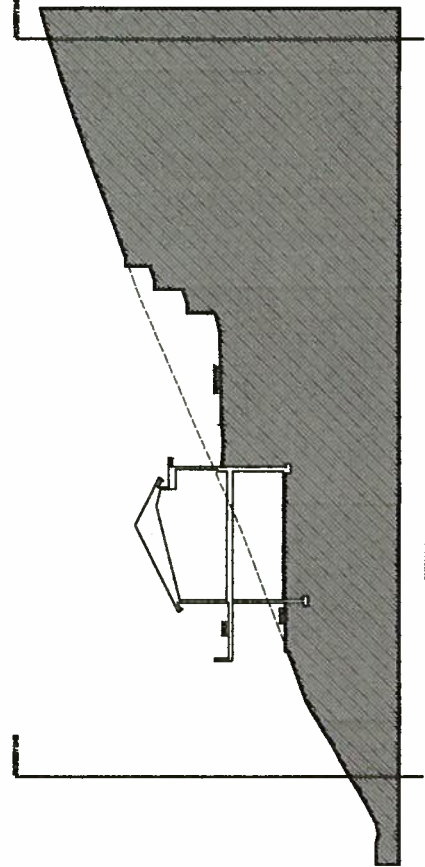
NOTES

ISSUES			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	01/15/2020	JLM
2	ISSUED FOR PERMIT	01/15/2020	JLM
3	ISSUED FOR PERMIT	01/15/2020	JLM
4	ISSUED FOR PERMIT	01/15/2020	JLM
5	ISSUED FOR PERMIT	01/15/2020	JLM
6	ISSUED FOR PERMIT	01/15/2020	JLM
7	ISSUED FOR PERMIT	01/15/2020	JLM
8	ISSUED FOR PERMIT	01/15/2020	JLM
9	ISSUED FOR PERMIT	01/15/2020	JLM
10	ISSUED FOR PERMIT	01/15/2020	JLM

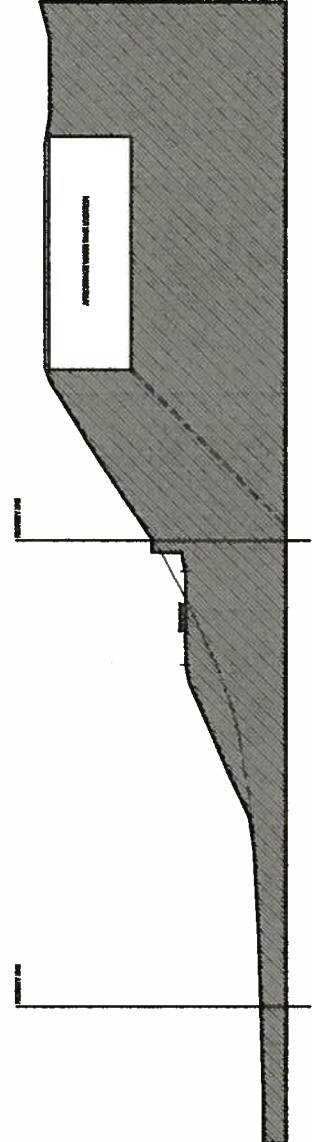
500 Wildlife Road
Duluth, GA
Site
and
Landscape
Architects

Site
Cross
Sections

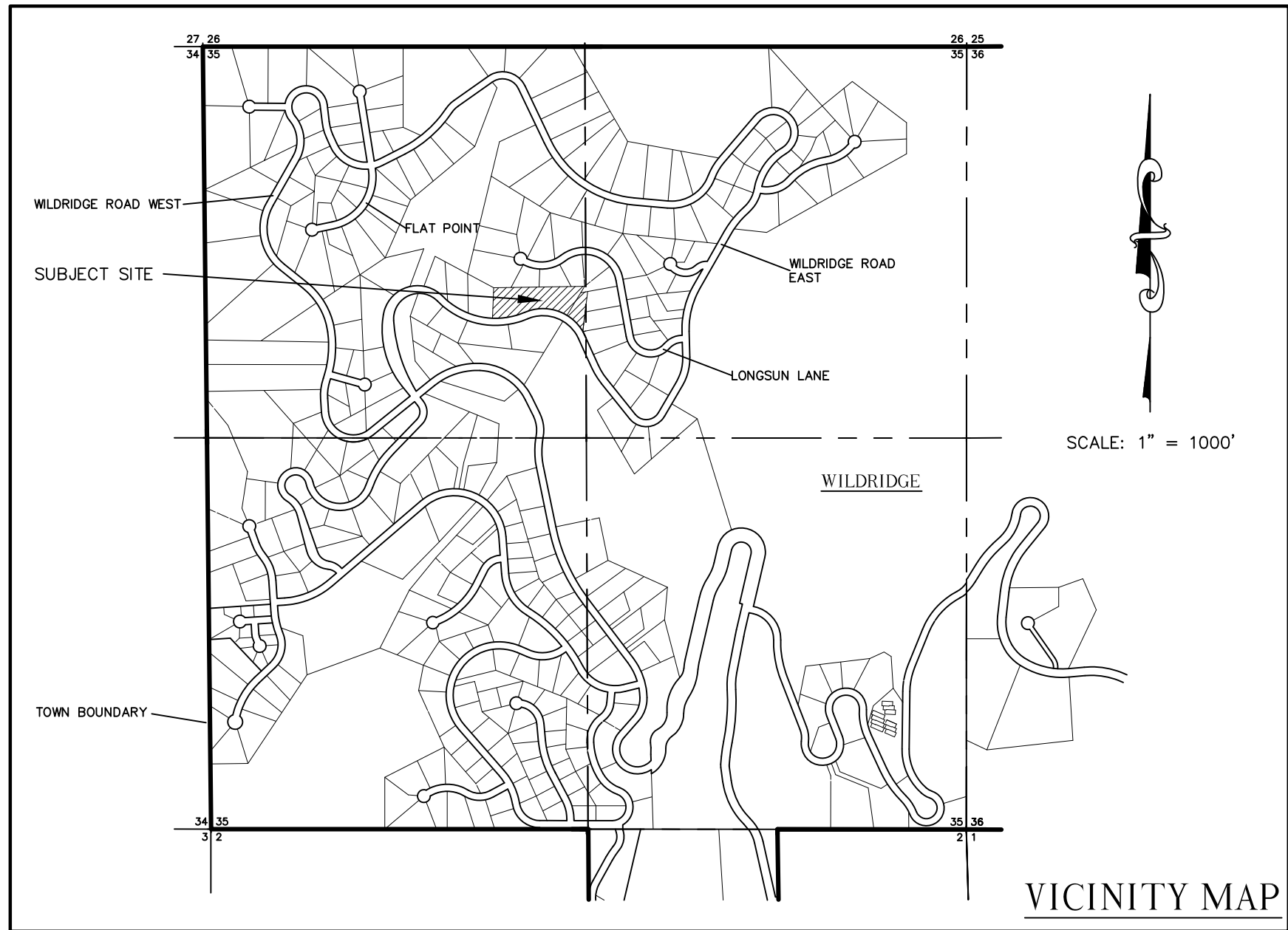
Sheet
A 0.4



1 Site Cross Section at House
SCALE: 1" = 10'



2 Site Cross Section at Driveway
SCALE: 1" = 10'



LAND USE SUMMARY			
PARCEL	AREA	USE	ADDRESS
LOT 39	2.375 AC.	FOUR UNITS	5040 WILDRIDGE ROAD EAST
TRACT O	0.551 AC.	DRAINAGE, ACCESS & UTILITY	5050 WILDRIDGE ROAD EAST
TOTAL =	2.926 AC.		

GENERAL NOTES:

- 1) DATE OF SURVEY: AUGUST, 2016.
 - 2) BEARINGS BASED UPON THE LINE CONNECTING THE MONUMENTS FOUND IN PLACE MARKING THE NORTHWESTERLY CORNER OF SAID LOT 39 BEING A No. 5 REBAR WITH A 1 3/4" ALUMINUM CAP, P.L.S. No. 27598 AND THE NORTHEASTERLY CORNER OF SAID LOT 39, BEING A No. 5 REBAR WITH A 1 3/4" ALUMINUM CAP, P.L.S. No. 30091, SAID BEARING BEING N89°06'15"E (SEE SHEET 2).
 - 3) MONUMENTATION AS INDICATED HEREON.
 - 4) THE SOLE PURPOSE OF THIS PLAT IS TO MODIFY THE COMMON LINE BETWEEN LOT 39 AND TRACT O AS SHOWN HEREON (SEE SHEET 2).
 - 5) GORE RANGE SURVEYING LLC DID NOT PERFORM A TITLE SEARCH OF THE SUBJECT PROPERTY TO ESTABLISH OWNERSHIP, EASEMENTS OR RIGHTS OF WAY OF RECORD, RECORD DOCUMENTS UTILIZED IN THE PREPARATION OF THIS PLAT WERE PROVIDED BY STEWART TITLE GUARANTY COMPANY, FILE No. 01330-67611 WITH AN EFFECTIVE DATE OF JULY 16, 2016 AT 8:00 A.M., AND FILE No. 01330-63987 WITH AN EFFECTIVE DATE OF JULY 14, 2016 AT 8:00 A.M.
 - 6) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
 - 9) ALL REFERENCES TO RECORD DOCUMENTS ARE TO THOSE REAL ESTATE RECORDS OF THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER.
 - 10) LINEAL UNITS INDICATED ARE IN U.S. SURVEY FEET.
- LOT 39 AND TRACT O ARE SUBJECT TO THE FOLLOWING:
- 11) ALL MATTERS AS SET FORTH OR DISCLOSED ON THE PLATS OF WILDRIDGE RECORDED IN BOOK 288 AT PAGE 124, AS RECEPTION NO. 184525 AND RECORDED IN BOOK 303 AT PAGE 466, AS RECEPTION NO. 199852, AND RECORDED IN BOOK 330 AT PAGE 78 AS RECEPTION NO. 226437.
 - 12) PROTECTIVE COVENANTS OF WILDRIDGE SUBDIVISION RECORDED JULY 12, 1979 IN BOOK 288 AT PAGE 123 AS RECEPTION NO. 184524 AND AS FIRST AMENDMENT THERETO RECORDED JUNE 2, 1980 IN BOOK 303 AT PAGE 465 AS RECEPTION NO. 199851 AND AMENDMENT RECORDED OCTOBER 8, 1981 IN BOOK 330 AT PAGE 77, AS RECEPTION NO. 226436, AMENDMENT RECORDED SEPTEMBER 4, 1982 IN BOOK 345 AT PAGE 844.
 - 13) SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED JULY 12, 1979 IN BOOK 288 AT PAGE 125, AS RECEPTION NO. 184526.
 - 14) TOWN OF AVON ORDINANCE NO. 84-9, SERIES 1984, RECORDED AUGUST 8, 1985 IN BOOK 421 AT PAGE 894, AS RECEPTION NO. 318162 AND TOWN OF AVON ORDINANCE NO. 90-6 RECORDED JANUARY 9, 1991 IN BOOK 545 AT PAGE 415 AS RECEPTION NO. 441559



FINAL PLAT A RESUBDIVISION OF LOT 39 AND TRACT O, BLOCK 4, WILDRIDGE TOWN OF AVON, COUNTY OF EAGLE, STATE OF COLORADO

Certificate of Dedication and Ownership

Know all men by these presents that 5032-5040 Wildridge LLC, a Colorado limited liability company (Lot 39) and Town of Avon, a municipal corporation (Tract O), being sole owners in fee simple of all that real property described as follows:

Lot 39 and Tract O, Block 4, Wildridge, per the plat thereof recorded at Reception Number 226437 in the office of the Eagle County Clerk and Recorder,

and containing 0.888 acres more or less; has by these presents laid-out, platted and subdivided the same into Lots and Blocks as shown hereon and designate the same as A Resubdivision of Lot 39 and Tract O, Block 4, Wildridge, Town of Avon, County of Eagle, State of Colorado and dedicate for public use the streets shown herein including avenues, drives, boulevards, lanes, courts and alleys to the Town of Avon; and the utility and drainage easements shown hereon for utility and drainage purposes only; and do further state that this subdivision shall be subject to the Protective Covenants filed and recorded for this Subdivision in the office of the Clerk and Recorder of Eagle County, Colorado, as Document Number (none).

EXECUTED this _____ day of _____, A.D., 2016.

Owner (Lot 39): 5032-5040 Wildridge LLC
a Colorado limited liability company

Address: PO Box 6131
Avon, CO 81620

By: _____

Title: _____

STATE OF _____)

_____)SS

COUNTY OF _____)

The foregoing Certificate of Dedication and Ownership was acknowledged before me this _____ day of _____, A.D., 2016 by _____ as _____ of 5032-5040 Wildridge LLC, a Colorado limited liability company.

My Commission expires: _____

Witness my hand and official seal.

Notary Public

Owner (Tract O): Town of Avon
a municipal corporation

Address: PO Box 975
Avon, CO 81620

By: _____

Title: _____

STATE OF _____)

_____)SS

COUNTY OF _____)

The foregoing Certificate of Dedication and Ownership was acknowledged before me this _____ day of _____, A.D., 2016 by _____ as _____ of Town of Avon, a municipal corporation.

My Commission expires: _____

Witness my hand and official seal.

Notary Public

Title Certificate

Stewart Title Guaranty Company does hereby certify that it has examined the title to all lands shown upon this plat and that title to such lands is vested in 5032-5040 Wildridge LLC, a Colorado limited liability company and Town of Avon, a municipal corporation, free and clear of all liens, encumbrances, taxes and assessments except as follows:

Dated this _____ day of _____, A.D., 2016.

Agent signature

Surveyor's Certificate

I, Samuel H. Ecker, do hereby certify that I am a Professional Land Surveyor licensed under the laws of the State of Colorado, that this Plat is a true, correct and complete Plat of A Resubdivision of Lot 39 and Tract O, Block 4, Wildridge, Town of Avon, County of Eagle, State of Colorado, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements and streets of said subdivision as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land. All monuments are set as required by the Subdivision Regulations of the Town of Avon.

In Witness Whereof, I have set my hand and seal this _____ day of _____, A.D., 2016.

Samuel H. Ecker
Colorado P.L.S. No. 30091

Town Certificate

This Final Plat is approved by the Town of Avon, County of Eagle, Colorado this _____ day of _____, 2016 for filing with the Clerk and Recorder of the County of Eagle. Approval of this plat by the Town is consent only and is not to be construed as an approval of the technical correctness of this plat or any documents relating thereto.

WITNESS MY HAND AND SEAL OF THE TOWN OF AVON

TOWN COUNCIL OF THE TOWN OF AVON

By: _____
Director of Community Development

Attest: _____
Town Clerk

Certificate of Taxes Paid

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of _____ upon all parcels of real estate described on this plat are paid in full. Dated this _____ day of _____, A.D., 2016.

_____, Eagle County Treasurer

Clerk and Recorder's Certificate

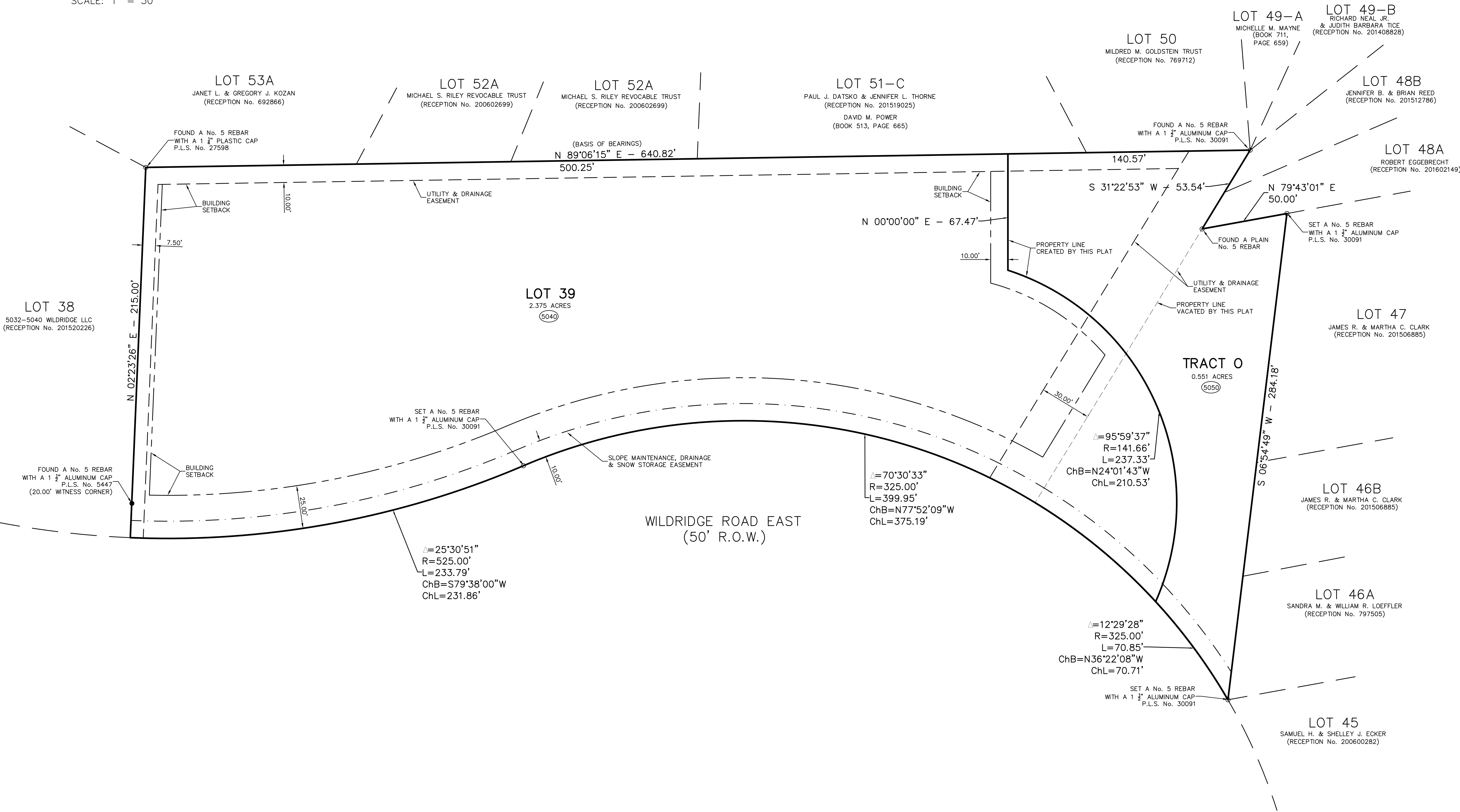
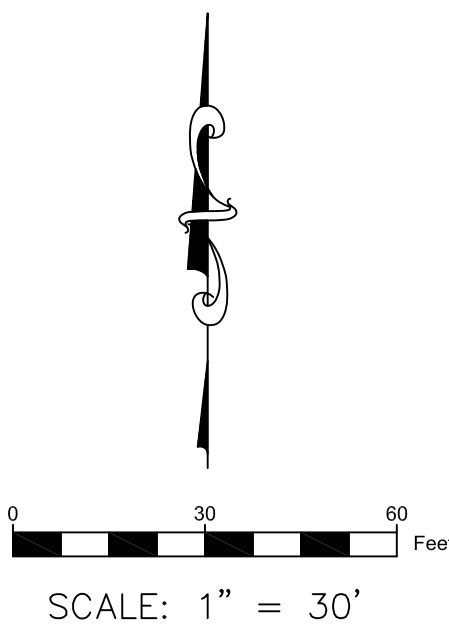
This Plat was filed for record in the Office of the Clerk and Recorder at _____ o'clock _____, on this day of _____, 2016 and is duly recorded at Reception No. _____.

_____, Clerk and Recorder

By: _____, Deputy

DRAWN BY: SE	DATE: 8/10/2016
CHECKED BY: SE	DRAWING NO.: 16-907 resub
JOB NO.: 16-907	SHEET 1 OF 2

FINAL PLAT
A RESUBDIVISION OF LOT 39 AND TRACT O, BLOCK 4, WILDRIDGE
TOWN OF AVON, COUNTY OF EAGLE, STATE OF COLORADO





Gore Range
Surveying, LLC

R.O. Box 15
Avon, CO 81620
(970) 479-8698 • fax (970) 479-0055

DRAWN BY:	SE	DATE:	8/10/2016
CHECKED BY:	SE	DRAWING NO.:	16-907 resub
JOB NO.:	16-907	SHEET	2 OF 2



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Matt Pielsticker, Planning Director
Meeting Date: September 13, 2016
Agenda Topic: **PUBLIC HEARING** and Second Reading of Ordinance 2016-14, An Ordinance Approving Amendments to the Public Facilities and Town Center Zone District Standards

Council Action

Public Hearing and Action on Second Reading of Ordinance 2016-14, An Ordinance Approving the following Amendments to the Public Facilities (PF) and Town Center (TC) zone District Standards:

- Residential will be added as allowable by Special Review Use in the PF District with approval by Planning and Zoning Commission (PZC).
- Government Services will be added as a use by right in the TC zone district

Background

Shortly after the Town purchased the Mountain Vista Office Building and Lot 4, Mountain Vista Resort Subdivision, Staff presented the option to rezone the property to PF; this would have been concurrent with the Points of Colorado application to rezone the remainder of the Mountain Vista Resort Subdivision as TC. While the accessory uses of the Mountain Vista building are still pending, the potential to use ground floor space to accommodate retail, a coffee shop, a visitor's center, or other similar use is being considered. Analysis of the structural capability to hold additional floors, potentially accommodating housing on the top of the building, is also forthcoming. Council provided direction to Staff to further evaluate the zoning options so as to not restrict possibilities with new construction.

In the interim, Staff presented draft code text amendments to the Planning and Zoning Commission (PAC) on August 2, 2016. The intent of these changes is to amend the zoning code regulations to reflect current conditions, and also allow flexibility for the future zoning of the Mountain Vista Office Building. Once the final programming is determined, Staff will come back with a rezoning application to either the PF or TC zone district.

if the property were rezoned to PF under the current code, the building would be nonconforming due to its height (48' estimated), and housing would not be permitted. In recent years two other PF buildings—Avon Regional Transportation Operations Facility and Police/Fire building—were approved over the current 40' height limit through the Comprehensive Plan Amendment process, and the reoccurring nature of the request merits reevaluation. Worker housing is a continual need within Eagle County, and allowing housing in the PF district would help meet demand.

On a larger scale, these Code Amendments would permit a level of flexibility necessary for a densifying and growing town. Avon has promoted mixed-use buildings and districts within appropriate areas for a variety of reasons, including the reduced demand on public services, congestion, and to promote year round use and activation in the Town Core area. Allowing

government services within the TC district would be a positive continuation of that trend, and responds to the specific case of the Mountain Vista Office Building.

Creating more allowed uses within the PF district may help provide needed housing to appropriate areas of the Town. Increasing building scale responds to a series of different building uses within the PF district that have all demonstrated the need for increased allowances. Ultimately, it is unknown what the exact future use of the Mountain Vista Office Building will be, and these changes represent time and location-sensitive changes to the code for future potentials.

PZC Recommendation

At the August 2, 2016 meeting PZC recommended the following code text amendments:

1. Table 7.24-1. Multi-family Dwellings will be added as a Special Review Use in the PF zone district.
2. Table 7.20-11. Building Height Maximum will increase from 40' to 60' in the PF zone district.
3. Table 7.20-11. Maximum Density (Units/Acre) assignment of 15 Units/Acre will be added in the PF zone district.

PZC recommended that housing be added as a Special Review Use in the PF zone district in order to review compatibility of future potential housing projects that may be located adjacent or attached to other governmental projects and uses. For example, adding housing to a project on the Town's Swift Gulch was viewed as a case where additional public review by PZC is necessary to maintain separation of semi-industrial uses and residential uses. When discussing residential land uses on PF properties, there was a desire to add a maximum density per acre in order to add congruency with other zone districts. The number of 15 DU/Acre was chosen as it is comparable to the Residential Medium Density (RMD) zone district.

As mentioned above, multiple projects in the PF district have already been approved and/or construction that exceed 40' in height. After considering implications of an increased building height on other PF properties, the PZC found the change appropriate and recommended that the height be increased to avoid the need to process Comprehensive Plan amendments.

PZC discussed adding Governmental Uses as either a Use-by-right or Special Review in the TC zone district. After discussing the possible negative ramifications of having such governmental land uses (County administrative uses on ground floor of Seasons, or Fire Department office next to Avon Station were both cited as examples), the Planning Commission recommended no changes to the TC district and not permitting these types of uses in the future.

Staff Discussion

As presented at First Reading, Staff's recommendation is to broaden the allowable housing types in the PF zone district. By allowing all housing types, future housing projects would not rule out the possibility of a Townhouse project or other types of dwelling units. In any case, these mixed-use projects would be special review by PZC. Limiting future projects to 15 DU/acre would not allow flexibility for innovative housing projects. For example, the Mountain Vista Office Building less than ¼ acre in size and would be limited three (3) units. Staff is recommending no restrictions on density for housing in the PF zone district.

The additional building height in the PF district – 40' to 60', while supported and recommended for approval by PZC and staff, was not reviewed favorably at first reading of the Ordinance. Increases to

the allowable building height would continue to be reviewed on a case by case basis in the PF zone district when projects propose a height exceeding 40’.

By adding governmental office and facilities as a permitted use in the TC zone district, the Mountain Vista Office Building could be rezoned accordingly. Alternatively, and as discussed by PZC, governmental offices and facilities could be added as a Special Review if deemed necessary.

Review Criteria

§7.16.040(c), Code Text Amendment Review Criteria. Town Council shall use the following review criteria as the basis for recommendations and decisions on applications to amend the text of the Development Code:

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

Staff Response: These code text amendments are necessary to respond to changing conditions with town facilities and Town Core development. The amendments represent changes to the code for future potential projects that will require creativity and flexibility with land use regulations. The Town’s long range plans acknowledge the continued trend toward ‘out of the box’ projects that may not fit squarely within standard zone districts and could contain a mix of land uses (i.e. governmental, private, retail) within single projects. For example, the West Town Center plan contains a concept for a parking structure in place of Mikaela Way, with housing on top and retail at the ground level facing the Main Street Pedestrian Mall. These code changes would allow further creativity to future public or public-private projects.

Options

1. Approve Second Reading of Ordinance 2016-14 as drafted.
2. Continue Second Reading of Ordinance 2016-14 to a future specified meeting.

Recommended Motion

“I move to Approve second and final reading of Ordinance 16-14, approving the following amendments to the Avon Development Code:

1. Table 7.24-1, Allowed Uses, of the ADC is amended to add “S” (special review use) to the “PF” (Public Facilities zone district) column for the following Residential Uses: Dwelling, Single-Family Detached; Dwelling, Two-Family/Duplex; Dwelling, Townhouse; Dwelling, Multi-Family; Dwelling, live/work; and, Accessory DU; and
2. Table 7.24-1, Allowed Uses, of the ADC is amended to add “P” (permitted) to the “TC” (Town Center zone district) column for the following Public and Institutional Uses: Library; Government services, offices and facilities; and, Post office branches.”

Attachment

Ordinance 2016-14



**TOWN OF AVON, COLORADO
ORDINANCE NO. 16-14**

**APPROVING CODE TEXT AMENDMENTS FOR THE PUBLIC FACILITIES
AND TOWN CENTER ZONE DISTRICTS**

WHEREAS, the Town of Avon (“**Town**”) is a home rule authority municipal corporation and body politic organized under the laws of the State of Colorado and possessing the maximum powers, authority and privileges to which it is entitled under Colorado law; and

WHEREAS, the Town Council finds that periodic review and updates to the Avon Municipal Code (“**AMC**”) are necessary to respond to changing conditions; and

WHEREAS, the Planning & Zoning Commission (“**PZC**”) of the Town of Avon held a public hearing on August 2, 2016, after publishing and posting notice as required by law, considered all comments, testimony, evidence and staff reports provided by the Town staff, considered such information prior to formulating a recommendation to the Town Council; and

WHEREAS, the Town Council of the Town held a public hearing on September 13, 2016 after posting notice as required by law, considered all comments, testimony, evidence and staff reports provided by the Town staff prior to taking any action on the Application; and

WHEREAS, pursuant to AMC §7.16.040(c), *Review Criteria*, the Town Council has considered the applicable review criteria for a Code Text Amendment; and

WHEREAS, the Town Council finds that necessary in response to new conditions affecting governmentally owned properties; and

WHEREAS, the Town Council finds approval of the Application is in compliance with the mandatory review criteria; and

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

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

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

Section 2. Municipal Code Amendments.

- Table 7.24-1, Allowed Uses, of the ADC is amended to add “P” (permitted) to the “TC” (Town Center zone district) column for the following Public and Institutional Uses: Library; Government services, offices and facilities; and, Post office branches; and
- Table 7.24-1, Allowed Uses, of the ADC is amended to add “S” (special review use) to the “PF” (Public Facilities zone district) column for the following Residential Uses: Dwelling, Single-Family Detached; Dwelling, Two-Family/Duplex; Dwelling, Townhouse; Dwelling, Multi-Family; Dwelling, live/work; and, Accessory DU; and

Section 3. Codification of Amendments. The codifier of the Town’s Municipal Code, Colorado Code Publishing, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Avon Municipal Code. The Town Clerk is authorized to correct, or approve the correction by the codifier, of any typographical error in the enacted regulations, provided that such correction shall not substantively change any provision of the regulations adopted in this Ordinance. Such corrections may include spelling, reference, citation, enumeration, and grammatical errors.

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

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

Section 6. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Avon, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and

welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 7. Correction of Errors. Town Staff is authorized to insert proper dates, references to recording information and make similar changes, and to correct any typographical, grammatical, cross-reference, or other errors which may be discovered in any documents associated with this Ordinance and documents approved by this Ordinance provided that such corrections do not change the substantive terms and provisions of such documents.

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

INTRODUCED, APPROVED, PASSED ON FIRST READING AND ORDERED POSTED on August 9, 2016 and a public hearing on this ordinance shall be held at the regular meeting of the Town Council on September 13, 2016, at 5:30 P.M. in the Council Chambers, Avon Municipal Building, One Lake Street, Avon, Colorado.

BY:

ATTEST:

Jennie Fancher, Mayor

Debbie Hoppe, Town Clerk

ADOPTED ON SECOND AND FINAL READING on September 13, 2016.

BY:

ATTEST:

Jennie Fancher, Mayor

Debbie Hoppe, Town Clerk

APPROVED AS TO FORM:

Eric J. Heil, Town Attorney

TO: Honorable Mayor Fancher and Town Council members
FROM: Eric J. Heil, Town Attorney
RE: Amendment to Ground Lease for the Avon Water Treatment Plan
DATE: September 8, 2016

SUMMARY: The Town of Avon approved a 99 year Ground Lease on Tract P, Benchmark at Beaver Creek, Avon, Colorado, as the Lessor with the Upper Eagle Regional Water Authority ("Authority") on April 30, 1985, in order to facilitate the Authority's construction of water treatment plant in Avon. The original Ground Lease included the footprint of the existing building. The Authority has been using additional area around the building for parking, deliver, storage and general work. The Authority is requesting the Town of Avon to approve a First Amendment to the Ground Lease ("First Amendment") to expand the leased area to include the existing fenced area and small amount of additional land to the east. The First Amendment is for a period greater than 1 year; therefore, Council must approve the First Amendment by ordinance.

Council approved Ordinance No. 16-17 on first reading on August 9, 2016. Council is required to conduct a public hearing on second and final per the home rule charter.

PROPOSE MOTION: "I move to approve second and final reading of Ordinance No. 16-17 Approving the First Amendment to the Ground Lease on Tract P, Benchmark at Beaver Creek, Avon, Colorado."

FIRST AMENDMENT TERMS: Besides expanding the area of the Ground Lease, the First Amendment would extinguish the Town of Avon's reserved "airspace" to construct a municipal facility above the existing water treatment plant. The reserved airspace is not a practical legal development right for the Town of Avon due to security considerations for public drinking water authorities.

A municipal drainage feature crosses the far east portion of the expanded Ground Lease area. The First Amendment acknowledges the existing municipal drainage feature and provides that the Ground Lease shall be subject to the existing drainage feature.

Thank you, Eric

ATTACHMENTS: Ordinance No. 16-17 w/ the First Amendment to Ground Lease
1985 Ground Lease



**TOWN OF AVON, COLORADO
ORDINANCE NO. 16-17**

**AMENDING THE FIRST AMENDMENT TO GROUND LEASE ON TRACT P,
BENCHMARK AT BEAVER CREEK, AVON, COLORADO**

WHEREAS, the Avon Home Rule Charter and Colorado Revised Statute Section 31-15-713(1)(c) authorizes the Town Council to lease property for a period of more than one year by ordinance; and

WHEREAS, the Town of Avon and the Upper Eagle Regional Water Authority entered into a Ground Lease dated April 30, 1985, which provided a 99 year ground lease for a portion of Tract P, Benchmark at Beaver Creek, Avon, CO ("Ground Lease"); and,

WHEREAS, the Upper Eagle Regional Water Authority desires to expand the area of the Ground Lease to include adjacent areas;

WHEREAS, the Avon Town Council finds that approval of the First Amendment to Ground Lease will promote the efficient and secure provision of drinking water to the Avon community and will thereby promote the health, safety and general welfare of the Avon community; and,

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

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

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

Section 2. Amended Lease Authorized. The Town Council hereby approves the First Amendment to the Ground Lease attached hereto as Exhibit A and further authorizes the Mayor and Town Clerk to execute the First Amendment to Ground Lease.

Section 3. Severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Council hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional

or invalid. As used in this Section, the term “provision” means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term “application” means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after the date of final passage in accordance with Section 6.4 of the Avon Home Rule Charter.

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Avon, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

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

INTRODUCED AND ADOPTED ON FIRST READING AND REFERRED TO PUBLIC HEARING on August 9, 2016 and setting such public hearing for September 13, 2016 at the Council Chambers of the Avon Municipal Building, located at One Lake Street, Avon, Colorado.

BY:

ATTEST:

Jennie Fancher, Mayor

Debbie Hoppe, Town Clerk

ADOPTED ON SECOND AND FINAL READING on September 13, 2016.

BY:

ATTEST:

Jennie Fancher, Mayor

Debbie Hoppe, Town Clerk

APPROVED AS TO FORM:



Eric J. Heil, Town Attorney

EXHIBIT A:

FIRST AMENDMENT TO GROUND LEASE

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE (“**Amendment**”) is made as of October 13, 2016 by and between TOWN OF AVON, a home rule municipal corporation of the State of Colorado (hereinafter “**Lessor**”) and UPPER EAGLE REGIONAL WATER AUTHORITY, a separate governmental entity established pursuant to Section 29-1-204.2, C.R.S. (hereinafter “**Lessee**”).

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Ground Lease (“**Lease**”) dated April 30, 1985, recorded May 1, 1984 in Book 412 at Page 782 of the records of the Clerk and Recorder of Eagle County, Colorado; and

WHEREAS, the Lease provides for Tenant to finance, construct, operate and maintain a water treatment plant and activities related thereto (the “**Project**”) for Lessee’s use and benefit for a term of 99 years ending on April 30, 2084; and

WHEREAS, and the rent payment due for the term of the Lease has been paid in full; and

WHEREAS, Lessee has completed the construction and expansion of the Avon Water Treatment Facility (“**AWTF**”) on the leased premises, a portion of Tract “P”, Benchmark at Beaver Creek Subdivision, Town of Avon, County of Eagle and State of Colorado, as provided in the Lease and continues to occupy and operate the AWTF for the benefit of Lessor and the other Contracting Parties of the Upper Eagle Regional Water Authority, subject to the terms and provisions of the Lease; and

WHEREAS, Lessee has occupied and fenced an area greater than and extending beyond the footprint of the original Lease which is beneficial and essential for operation and security purposes of the AWTF; and,

WHEREAS, Lessor desires to extend the area of the Lease to promote the efficient and secure operations of the AWTF, and furthermore Lessee does not desire to reserve any air rights to construct municipal facilities above the AWTF during the remaining term of this Lease; and,

WHEREAS, the term of the Lease continues as provided therein and the Parties now wish to substitute a new legal description of the Premises to be Leased in place of Exhibit “A” attached to the Lease for the mutually beneficial reasons listed above.

NOW, THEREFORE, for consideration of goodwill, mutual promises and cooperation, the parties hereto agree as follows:

1. **PREMISES TO BE LEASED.** The real property to be leased is located in the Town of Avon, County of Eagle, Colorado, and is described as follows:

A parcel of land located in Amendment No. 3, Benchmark at Beaver Creek, Section 11, Township 5 South, Range 82 West of the 6th Principal Meridian, Town of Avon, Eagle County, Colorado being more particularly described as follows:

Beginning at the Southwest corner of Tract P, Amendment No. 3, Benchmark at Beaver Creek, thence along the Westerly line of Tract P, also being the Easterly R.O.W. of Beaver Creek Blvd. along the arc of a non-tangent curve to the left 58.45 feet, having a radius of 390.00 feet, a central angle of 8°35'11" and a chord which bears N16°19'31"E 58.39 feet; thence continuing along said line N12°01'54"E 74.07 feet; thence departing said line S73°27'56"E 397.95 feet; thence S18°25'32"W 132.37 feet to a point on the Northerly R.O.W. of the U.P.R.R.; thence along said R.O.W. line along the arc of a non-tangent curve to the left 387.84 feet, having a radius of 2914.93 feet, a central angle of 7°37'24° and a chord which bears N73°27'22°W 387.55 feet to the point of beginning. (**"Leased Premises"**).

SUBJECT TO any and all ditch, drainage or detention facilities that may now exist within the Leased Premises, the existence of which is hereby acknowledged by Lessee and Lessor. Lessee agrees not to modify or fence in any portion of these ditch, drainage or detention facilities without the written authorization of Lessor during the term of this Lease. Lessee assumes no responsibility, obligation or liability for maintaining any of the ditch, drainage or detention facilities by reason of this Lease.

The described parcel contains 1.150 acres more or less.

See Exhibit A, Survey and Legal Description, dated July 27, 2016, attached hereto and incorporated herein by this reference.

2. **REAFFIRMATION OF LEASE TERMS.** Except as modified by this Amendment, the terms and provisions of the Lease shall remain in full force and effect, including the Term of the Lease as set forth in Paragraph 2 of the original Lease; provided, however, that in the event of a conflict between the terms and provisions of this Amendment and the Lease, this Amendment shall control.

IN WITNESS WHEREOF the parties have executed this First Amendment to Ground Lease as of the date and year first written above.

**TOWN OF AVON, COLORADO
("Lessor")**

By: _____
Jennie Fancher, Mayor

Attest:

Debbie Hoppe, Town Clerk

**UPPER EAGLE REGIONAL WATER
AUTHORITY ("Lessee")**

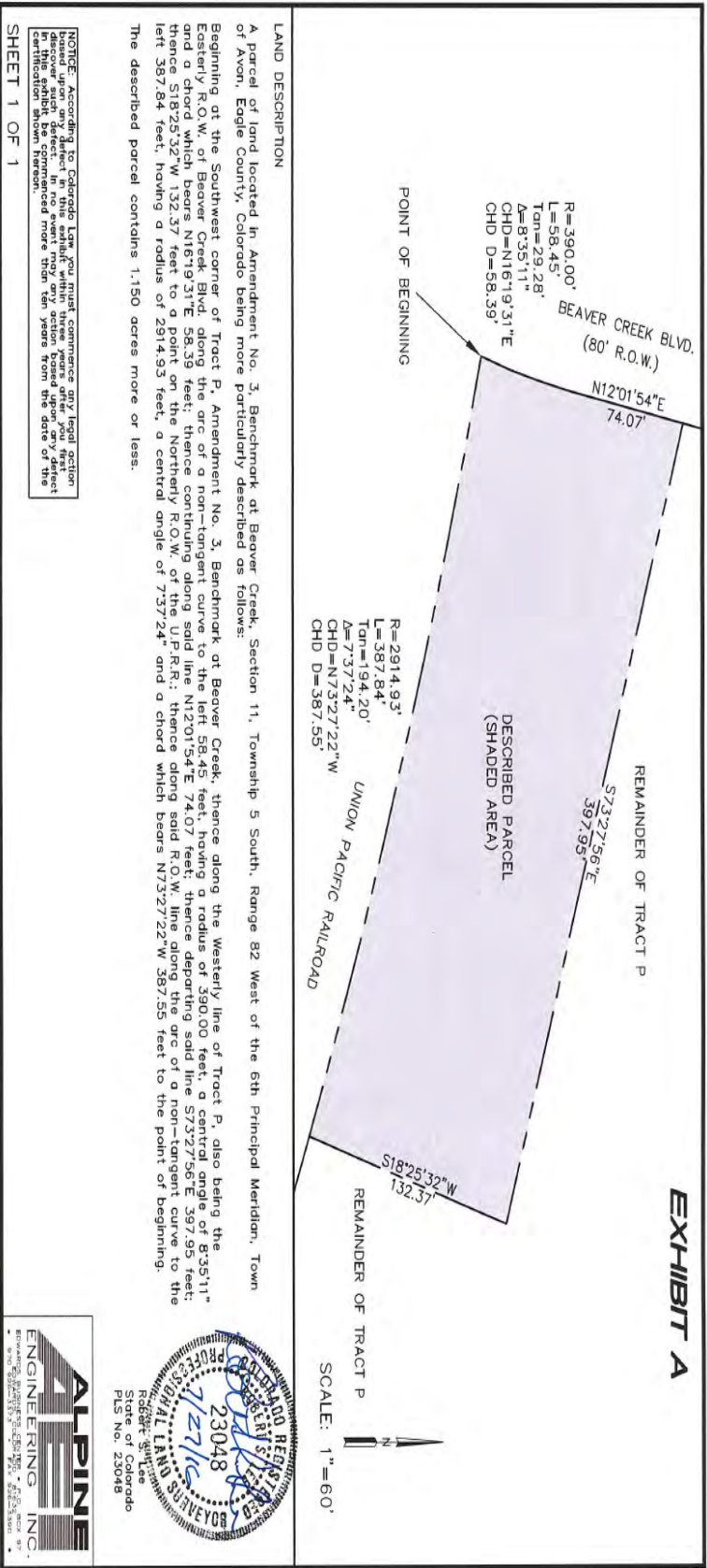
By: _____
George Gregory, Chairman

Attest:

James Power, Secretary

Exhibit “A”
Leased Premises

See attached Exhibit A, Survey and Legal Description, dated July 27, 2016.

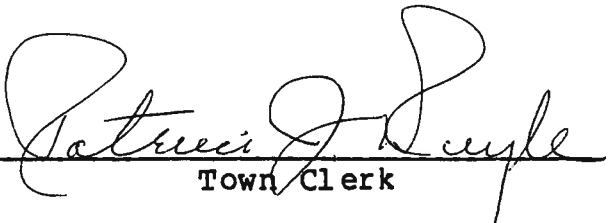


Upper Eagle Regional Water Authority
Revenue Bonds, Series 1985
\$8,300,000

CERTIFICATE AS TO GROUND LEASE

I, the undersigned, hereby certify that I am the duly qualified and acting Town Clerk of the Town of Avon, Colorado, (the "Town") and that attached hereto is a true, correct and complete copy of the Ground Lease dated as of April 30, 1985, between the Town and the Upper Eagle Regional Water Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this April 30, 1985.


Town Clerk

(SEAL)

309059

BOOK 412
PAGE 782
JOHNNETTE PHILLIPS
EAGLE CITY RECORD

GROUND LEASE

MAY 1 9 54 AM '85

THIS LEASE made and entered into 30th
day of April, 1985, by and between the TOWN OF
AVON, hereinafter referred to as Lessor, and the UPPER EAGLE
REGIONAL WATER AUTHORITY, a separate governmental entity
established pursuant to Section 29-1-204.2 C.R.S., hereinaf-
ter referred to as Lessee,

W I T N E S S E T H :

Lessor hereby leases to Lessee, and Lessee hereby
hires and leases from Lessor the real property hereinafter
described for the term, rental and upon the following
covenants, terms and conditions:

1. PREMISES TO BE LEASED. The real property to
be leased is located in the County of Eagle, Colorado, and
is described as follows: A portion of Tract "P", Benchmark
at Beaver Creek Subdivision, Town of Avon, County of Eagle
and State of Colorado, as per the recorded plat thereof as
filed for record in the office of the Clerk and Recorder of
the County of Eagle in Book 274 at Page 701, as more fully
described on Exhibit "A" attached hereto and incorporated
herein by this reference, reserving, however, the right to
construct municipal facilities within the airspace above the
facility constructed by the Authority and the right to
require subjacent support thereof.

2. TERM. The term of this lease shall commence
on April 30,, 1985, and shall expire and

terminate on a date 99 years from such term commencement date or shall end on such earlier date upon which said term may expire or be terminated pursuant to any of the conditions or provisions of this lease or pursuant to law. Upon expiration or termination of this lease for any reason, Lessee shall promptly surrender possession of the premises to Lessor, including any improvements thereon which are required for the subjacent support of Lessor's improvements. This Ground Lease shall terminate, upon the election of Lessor, in the event Lessee does not acquire financing for the project, as hereinafter defined, by January 1, 1986.

3. RENTAL. Lessee shall pay as rent the sum of \$500 for the term of this lease which amount shall be payable in advance upon execution of this agreement. The Lessor shall not be called upon to pay any taxes, assessments, repairs, maintenance, insurance or any other costs or charges whatsoever, unless provided for herein.

4. USE OF PREMISES. Lessee shall have the right to occupy the above described leased premises for constructing, maintaining and operating a water treatment plant and activities related thereto and for no other purpose whatsoever ("the project").

It is specifically understood that the leased premises shall not be used for any unsanitary or unhealthful purposes of any kind or nature or any other use, or

occupancy thereof contrary to any federal, state or local laws or regulations.

Lessee shall not sublet, sublease, assign or otherwise permit the use or occupancy of the above-described leased premises or any part thereof without the prior written consent of the Lessor.

If the leased premises are used for any purpose other than that stated above without Lessor's written consent, Lessor may terminate this lease at its sole option upon 30 days written notice.

5. COMMON FLOOR. The portion of the improvements on the leased premises between the lower surface of the ceiling of Lessee's water treatment facility and the upper surface of the floor of Lessor's adjoining municipal facility, together with the foundation supporting such improvements and any portion of walls abutting such improvements and the structural supports thereto are collectively referred to as the "common floor."

To the extent not inconsistent with this Lease, the general rules of law regarding party walls and liability for damage due to negligence or willful acts or omissions shall apply to the common floor.

The costs and expenses of necessary and reasonable repair, maintenance or restoration of any portion of the common floor, including restoration in the event of damage

or destruction due to fire or other casualty, shall be divided equally between the Lessor and Lessee.

If Lessor or Lessee shall fail, after a demand, to pay for any costs or expenses with respect to the common floor to be borne by the other party, then the demanding party shall have a lien, from and after the time notice of lien is recorded in the Office of Clerk and Recorder of Eagle County, Colorado, against the party who has failed to pay any such costs and expenses, for the full amount due and not paid, plus interest from the date of demand for payment at the rate of 18% per annum, plus all costs and expenses of collection of the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in the manner of foreclosure of mortgages in the State of Colorado. The failure of Lessee to pay the costs or expenses associated with the common floor shall also be considered a default under this Lease.

Both Lessor and Lessee shall have a perpetual easement in and to that part of the adjoining area on which the common floor is located for all purposes commonly associated with party walls, including, without limitation, maintenance, repair and inspection.

6. TAXES AND ASSESSMENTS. Neither party expects any portion of the leased premises to be subject to taxes or assessments. If, however, the leased premises becomes subject to taxes or assessments, Lessee shall pay, when and

as the same become due and payable, all taxes, general and special assessments, and other charges of every description which may be levied or assessed during the term of this lease upon or against the demised premises, all interest therein, and improvements and other property thereon, to which either the Lessor or Lessee may become liable in relation thereto. Lessee agrees to protect and hold harmless the Lessor and the demised premises, all interest therein, and improvements thereon from any and all such taxes, assessments and other charges including any interest, penalties and other expenses which may be thereby imposed, and from any lien thereon or sale or other proceedings to enforce payment thereof. If the Lessee fails to make payment of such taxes, assessments and other charges at least ten (10) days prior to delinquency, the Lessor may at its option make the same and in such event the Lessee shall, on demand, repay to the Lessor the amount so paid by Lessor, together with interest at the rate of fifteen per cent (15%) per annum from the date of payment by Lessor. Lessee shall furnish a copy of receipted tax bills to Lessor within ten (10) days of receipt thereof.

Lessee shall be entitled to protect or challenge any such tax or assessment or the validity thereof in the name of Lessor or otherwise, but any such action shall be at Lessee's own cost and expense and without cost or expense to the Lessor or the demised premises. Lessee will, with the

cooperation of Lessor, obtain tax exempt status for the demised premises.

7. MAINTENANCE AND REPAIRS. During the term of this lease, the Lessee shall maintain improvements constructed by it as a water treatment plant in first class condition, at its own expense, make any and all proper or necessary repairs, alterations and replacements to such improvements and keep and maintain all of such improvements clean and in good order, condition and repair and in compliance with all applicable laws, regulations, and orders of public authorities, whether now in effect or hereafter adopted or issued; and the Lessor shall in no event be liable for or called upon to make or do any repairs, alterations, replacements or maintenance in or upon such improvements or any part or portion thereof under any condition whatsoever. The foregoing obligations shall extend to the entire demised premises until such time as the Town constructs its municipal facility as is more specifically set forth in the parties' agreement executed on even date herewith, to the entirety of the Town's interest in Tract P.

Lessee shall keep the leased premises free and clear of any liens for labor performed thereon for materials furnished to the Lessee, their contractors, subcontractors, sublessees or assigns and shall comply with Section 38-26-105 through 38-26-107, C.R.S.

Lessee shall keep the leased premises, including sidewalks, driveways and parking lot in front of and around the leased premises free from ice and snow and free from litter, dirt, debris and obstructions until such time as Lessor completes construction of its municipal facility whereupon each party shall share the foregoing obligations equally determined on a pro-rata basis according to the square-foot usage.

Lessee shall not commit, or suffer to be committed, any waste nor any nuisance upon the lease premises.

Lessor shall be obligated to provide maintenance, repair and replacement to the exterior of the demised premises. The costs associated with such maintenance, repair and replacement shall be shared by Lessor and Lessee determined on a pro rata basis according to the square foot usage. Failure by Lessee to pay any costs shall be deemed an event of default hereunder.

8. UTILITIES. Lessee shall pay promptly any and all charges for light, heat, power, water, gas, electricity and any and all other utilities or utility services consumed as a result of its activities on the leased premises or, at any time, charged against its improvements on or activities on the leased premises.

9. INDEMNITY OF LESSOR. Lessee shall and agrees to indemnify and forever save the Lessor and the demised premises free and harmless from and against:

a. Any and all liability, penalties, losses, damages, costs and expenses, causes of action, claims or judgments arising from or growing out of any injury or injuries to any person or persons or any damage or damages to any property as a result of any accident or other occurrence during the term of this lease occasioned by any act or acts, omission or omissions of the Lessee, its officers, employees, agent, servants customers, subtenants, concessionaires, licensees, contractors, invitees or permittees, or arising from or growing out of the use, maintenance, occupation or operation of the demised premises during the term of this lease, and

b. From and against all legal costs and charges, including reasonable attorney's fees, incurred in and about such matters and the defense of any action arising out of the same or in discharging the demised premises or any part thereof from any and all liens, charges or judgments which may accrue or be placed thereon by reason of any act or omission of the Lessee.

c. From any liability on account of or in respect of any mechanic's lien or liens in the nature thereof for work and labor done or materials furnished at the instance and request of the Lessee in, on or about the demised premises and, accordingly, Lessee will either satisfy any such lien or, if Lessee disputes the validity thereof, will defend any such legal action for the enforcement thereof

(and if Lessee is deemed liable as a result of such action, will cause such lien to be satisfied and released).

10. DEFAULT. Should default of whatever nature be made and continue for thirty (30) days after written notice from the Lessor specifying such default, the Lessor through its agent or attorney shall have and at its option may exercise any one or more of the following rights and remedies, each of which shall be cumulative and in addition to all other rights and remedies authorized by law, provided, however, that if the default by its nature cannot be reasonably cured within said 30 days, the following provisions shall not be operative so long as Lessee is proceeding with due diligence to cure said default;

a. It may, without terminating this lease, bring and maintain an action for any amount due and unpaid;

b. It may, so long as no bonds or other security obligations, leasehold or otherwise, are not outstanding, re-enter and take possession of the premises, remove all persons and property therefrom and, at its option, declare this lease and the leasehold estate hereby created to be null and void, and thereupon the same shall be and become terminated and ended;

c. It may, so long as no bonds or other security obligations, leasehold or otherwise, are not outstanding, re-enter and take possession of the premises and remove all persons therefrom and, at its option, without declaring this

lease or the leasehold estate created hereby terminated or ended, may re-let the premises or any portion thereof for such rent and upon such terms as it may see fit, or it may operate said property itself.

If, by reason of any such default, the Lessor shall have elected to declare this lease terminated as provided for in subdivision "b" above, such default shall be deemed to be a breach of this lease in its entirety, and Lessor may utilize any and all legal remedies available to obtain redress for such breach.

If, by reason of any such default, the Lessor shall have re-entered and shall have elected not to declare this lease terminated but to re-let the said property or to operate said property itself as provided in subdivision "c", above, and if a sufficient sum shall not be thus realized, after paying the expenses of re-entry and of re-letting and collecting or of operating said property to satisfy any charges or items payable by Lessee, Lessee agrees forthwith to satisfy and pay any such deficiency as and when the same arises and as and when demanded by the Lessor.

In the event of any such re-letting, or of any such operation by the Lessor pursuant to the subdivision "c" above, the Lessee agrees that any and all of its improvements, structures, furniture, furnishings, equipment, and fixtures that are in or on or about the demised premises may be used by Lessor or its tenant until the expiration of the

natural term or any earlier termination of this lease, without payment of or any liability for rent, compensation or other charge; but if, on the expiration of the natural term or on any earlier termination of this lease, the total net amount so collected or received by the Lessor from and through any such re-letting or operation has exceeded the total amount accrued and due and unpaid from the Lessee, then such excess shall be paid to the Lessee.

Any re-entry or possession of said premises by the Lessor, or any notice served in connection therewith, or for money due the Lessor hereunder, shall not operate to release the Lessee from any obligation under this lease, except with the written consent of the Lessor.

In the event of any such re-entry by the Lessor, the Lessor may, at its option, require the Lessee to remove from the premises any of the Lessee's property and structures located thereon. If the Lessee fails to remove its structures, then the Lessor shall remove same or cause them to be removed, and Lessee shall be liable for all expenses incurred by Lessor in so doing. If Lessee fails to remove its personal property, Lessor shall not be responsible for the care or safekeeping thereof and may remove any of same from the demised premises and place the same in storage in a public warehouse at the cost, expense and risk of the Lessee with authority to the warehouseman to sell the same in the event that the Lessee shall fail to pay the costs of

transportation and storage all in accordance with the rules and regulations applicable to the operation of a public warehouseman's business. Any refusal by a public warehouseman to accept personal property upon such conditions shall be conclusive evidence that the same is of no substantial value and shall be an unconditional warrant to the Lessor for disposing of the same in any manner it sees fit and without accountability for any alleged value thereof. In any and all such cases of re-entry, the Lessor may make any repairs in, to, or upon the demised premises which may be necessary, desirable, or convenient, and the Lessee hereby waives any and all claims on account of any and all damage which may be caused or occasioned by such re-entry or any of the aforesaid acts of the Lessor by reason of any loss or destruction or damage to any property in or about the demised premises or any part thereof.

In addition to the foregoing rights and remedies, the Lessor shall have and at its option may exercise all other rights and remedies, whether similar or dissimilar to the foregoing and whether now or hereafter authorized by law or equity, it being understood that each and all of the rights and remedies available to the Lessor shall be cumulative and none of them exclusive.

Whenever a right of re-entry is given to Lessor by the terms of this lease, Lessor may exercise the same by agent or attorney, and with or without legal process, such

process and any demand for possession of said premises being expressly waived by Lessee, and Lessor may use all force necessary to make such entry and/or to hold the demised premises after such entry and/or to remove Lessee and/or any other person and property from the demised premises; and Lessor shall be entitled, on application to a court of competent jurisdiction, to have a receiver appointed in aid of the enforcement of any remedy here provided for.

11. EMINENT DOMAIN. In the event the demised property is condemned by any public authority or if a substantial portion of said property is condemned, making the remainder of the property unusable for the purposes as intended by this lease, this lease may be terminated either by Lessor or Lessee; any award made for leasehold improvements constructed by the Lessee shall be paid to the Lessee, and any award made for the value of improvements constructed by Lessor or for the value of the land condemned shall be paid to the Lessor. No damages shall be paid to Lessee as the result of the termination of this lease.

12. ATTORNEY'S FEES. In the event of any action instituted under this lease by either party hereto against the other, the prevailing party in such suit or proceedings shall be entitled to recover a reasonable attorney's fee from the other party, which fee shall be fixed by the Court.

13. SUBORDINATION. Lessor will subordinate its interest in the real property which is the subject of this

lease to any construction and/or permanent financing, including municipal lease financing, which the Lessee shall obtain in connection with the construction of a building upon the real property which is the subject of this lease for the term of this lease upon the following terms and conditions:

a. Lessor's interest shall not be subordinated to any Deed of Trust or lease securing such a construction and/or permanent loan if at the time of recordation of such construction loan Deed of Trust or lease, the lease hereunder is in default;

b. Any such construction and/or permanent loan or lease shall provide that no portion of said loan shall be used to pay principal, interest, or other charges not directly connected with the construction of improvements on the site or sites which the Deed of Trust or lease securing such construction loan encumbers;

c. Lessee shall upon request of Lessor furnish Lessor documentation evidencing compliance by Lessee with the terms and conditions contained herein within 30 days after any such request.

14. HOLDING OVER. In the event Lessee holds over or remains in the possession or occupancy of the demised premises after the expiration of this lease by lapse of time without any written lease of said premises being made or entered into between Lessor and Lessee, such holding over or

continued possession or occupancy shall not be deemed or be held to operate as any renewal or extension of the term of this lease but shall only create a tenancy from month to month upon the other conditions provided for, and such month to month tenancy may, at any time, be terminated by either Lessor or Lessee giving to the other thirty (30) days written notice of intention to terminate the same.

15. NOTICES. All notices required under the terms of this lease shall be in writing and shall be delivered personally or by registered or certified mail.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties hereto and may be amended only by a writing executed by both.

17. LEASE BINDING ON OTHERS. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the successors and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

18. DRAINAGE. Lessee shall be responsible for accepting surface drainage from adjoining lands, over, under and across said leased premises. In addition, Lessee shall provide for all drainage presently being accepted by any water course in the area, across, over or through the leased premises, and all provisions for altering such drainage shall be subject to approval by the Lessor in writing.

19. EASEMENTS. This lease is subordinate to the terms and conditions of any and all public or quasi-public easements granted by Lessor over, under, upon, and/or across the leased premises. Lessor specifically reserves the right to grant additional easements provided that any future easement is or will not, in the discretion of Lessor, be incompatible with the use or uses herein authorized.

IN WITNESS WHEREOF, the parties hereto have caused their names and seals to be affixed the day and year first above written for the purposes set forth herein.

LESSOR:

TOWN OF AVON

By: Timothy R. [Signature]

Mayor

ATTEST:

Patricia J. [Signature]
Town Clerk

LESSEE:

UPPER EAGLE REGIONAL WATER
AUTHORITY

By: _____

President

ATTEST:

[Signature]
Secretary

K6021885

1" = 40'

West Line Tract P

S 73° 24'29" E, 277.00'

WATER TREATMENT PLANT

S 16° 35'31" W, 44.33'

S 73° 24'29" E, 41.00'

N 16° 35'31" E, 48.00'

S 73° 24'29" E, 89.02'

N 16° 35'31" W, 32.67'

N 73° 24'29" W, 48.00'

FUTURE PLANT EXPANSION

N 73° 24'29" W, 152.00'

POINT OF BEGINNING

Southwest Corner Tract P
Benchmark at Beaver Creek,
Amendment No. 4

~CURVE

Δ = 3°28'54"

R = 390.00'

L = 23.70'

T = 11.85'

C = 23.69', N 18° 52'40" E

EXHIBIT "A"

4/26/85

EXHIBIT "A"

PHASE 1

WATER TREATMENT PLANT

Commencing at the most southwesterly corner of Tract P, Benchmark at Beaver Creek, Amendment No. 4, Town of Avon, Eagle County, Colorado, and with all bearings relative to the west line of said Tract P which bears N.12°01'54"E.; thence northerly along the westerly line of said Tract P along a curve concave to the west having a radius of 390.00 feet and central angle of 3°28'54" a distance of 23.70 feet; thence S.73°24'29"E., 89.02 feet to the POINT OF BEGINNING; thence N.16°35'31"E., 48.00 feet; thence N.73°24'29"W., 41.00 feet; thence N.16°35'31"E., 48.00 feet; thence S.73°24'29"E., 277.00 feet; thence S.16°35'31"W., 63.33 feet; thence N.73°24'29"W., 48.00 feet; thence N.16°35'31"E., 11.67 feet; thence N.73°24'29"W., 131.67 feet; thence S.16°35'31"W., 44.33 feet; thence N.73°24'29"W., 56.33 feet to The Point of Beginning and there terminating; said water treatment plant contains 0.3953 Acres.

EXHIBIT "A"

PHASE 2 -

FUTURE WATER TREATMENT PLANT EXPANSION

Commencing at the most southwesterly corner of Tract P, Benchmark at Beaver Creek, Amendment No. 4, Town of Avon, Eagle County, Colorado, and with all bearings relative to the west line of said Tract P which bears N.12°01'54"E.; thence northerly along the westerly line of said Tract P along a curve concave to the west having a radius of 390.00 feet and a central angle of 3° 28'54" a distance of 23.70 feet; thence S.73°24'29"E., 145.35 feet the POINT OF BEGINNING; thence N.16°35'31"E., 44.33 feet; thence S.73° 24'29"E., 131.67 feet; thence S.16°35'31"E., 11.67 feet; thence S.73° 24'29"E., 20.33 feet; thence S.16°35'31"W., 32.67 feet; thence N.73° 24'29"W., 152.00 feet to the Point of Beginning and there terminating, said expansion site contains 0.1493 Acres.

CARB-OUT

DELUXE CHECK PRINTERS, INC.

DOUBLE VOUCHER

UPPER EAGLE REGIONAL
WATER AUTHORITY846 FOREST RD.
VAIL, COLO. 81657AVON NATIONAL BANK
0048 East Beaver Creek Blvd. • P.O. Box 5040
Avon, Colorado 81620

1034

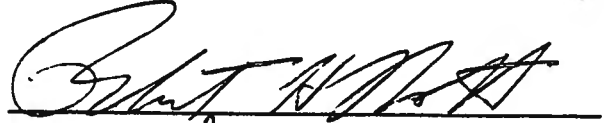
4-30-

19 85

82-551/1021

Pay Forty Thousand Five Hundred no/100

DOLLARS \$40,500.00

TO
THE
ORDER
OFTown Of Avon
P.O. Box 975
Avon, CO 81620
Michael S. Blair

⑈001034⑈ ⑆102105515⑆ 900 1173⑈

DELUXE CHECK PRINTERS

UPPER EAGLE REGIONAL
WATER AUTHORITYDETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

DELUXE - FORM WVC-3 V-2

DATE	DESCRIPTION	AMOUNT
4-30-85	Land Acquisition	40,500.00

V-2



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Matt Pielsticker, Planning Director
Meeting Date: September 13, 2016
Agenda Topic: Action on Request by Treadstone Development, LLC, to process a development application for a hotel project using portions of Town Property

Council Action: Motion and vote on request to authorize Treadstone Development, LLC to process a development application for a hotel project using portions of Town property to meet minimum landscaping requirements.

Summary: Staff continues to work with Treadstone Development on a hotel project on Lot B, Avon Center at Beaver Creek Subdivision. A Development Plan submittal was submitted and during the initial review, it was determined that the minimum landscaping requirements could not be met on site due to parking and other development constraints that exist for any project on the subject parcel. These development constraints include an agreement to provide parking for Lot A to the east and a reciprocal vehicle access agreement with Lot C to the west.

Greg Less, President of Treadstone Development, LLC, submitted a letter at staff's recommendation, requesting Town consent to apply to use a portion of the abutting Town property to satisfy minimum landscaping requirements. The applicant is proposing to fund the construction of significant landscaping improvements in Main Street Pedestrian Mall including finishing the Lettuce Shed plaza and completing the brick pavers for the extent of the Lot B frontage. Council previously permitted the Wyndham project on Lot 61 to incorporate the Town owned Lettuce Shed Lane area into its development application due to the development constraints on Lot 61 and the benefits to the Town of proposed improvements to Lettuce Shed Lane.

Council is asked to provide consent to the applicant to incorporate and utilize abutting properties owned by the Town to meet minimum landscaping requirements for Lot B. Pursuant to the Avon Development Code, an applicant may not submit an application without the consent of all owners of property in the development application; therefore, Council's consent is required in order to allow the applicant to submit a proposal to improve Town properties in conjunction with the development application for Lot B. Council's consent does not in any way affect or restrict the review authority of the PZC or Council to evaluate the development application on its merits by the applicable review criteria.

Options:

1. Authorize Treadstone Development, LLC's request.
2. Deny Treadstone Development, LLC's request.

Recommended Motion: *"I move to authorize Treadstone Development LLC's request to process a development application for a hotel project using portions of Town property to meet minimum landscaping requirements."*

Attachments:

Letter from Greg Less, President, Treadstone Development, LLC
Landscape Plan Exhibit

September 6, 2016

The Honorable Jennie Fancher
Mayor, Town of Avon
1 Lake Street
P.O. Box 975
Avon, CO 81620

CC: Avon Town Council

Subject: Lot B- Avon Center at Beaver Creek

Dear Mayor Fancher,

In response to a request from the Avon Planning Director, we are pleased to provide the following summary of the landscaping plan for our hotel project on Lot B at Avon Center.

Currently, we have set aside 9,437sf of our total of 66,925sf for landscaping and beautification, fully 14.1% of our property. We recognize that the standard expectation is a 20% allocation. However, the unique demands placed upon this development for parking, pedestrian walkways connecting Tract G to Beaver Creek Boulevard, and vehicular and pedestrian access serving Avon Center Lot A, restrict any significant additional allocation.

To accommodate the intent of the code and enhance the aesthetic attractiveness of the area, we propose to landscape an additional 6,631sf of adjacent property, including 3,230sf within the Tract G, the Pedestrian Mall, and 3,401sf running along Beaver Creek Boulevard and adjacent to our parking ramp.

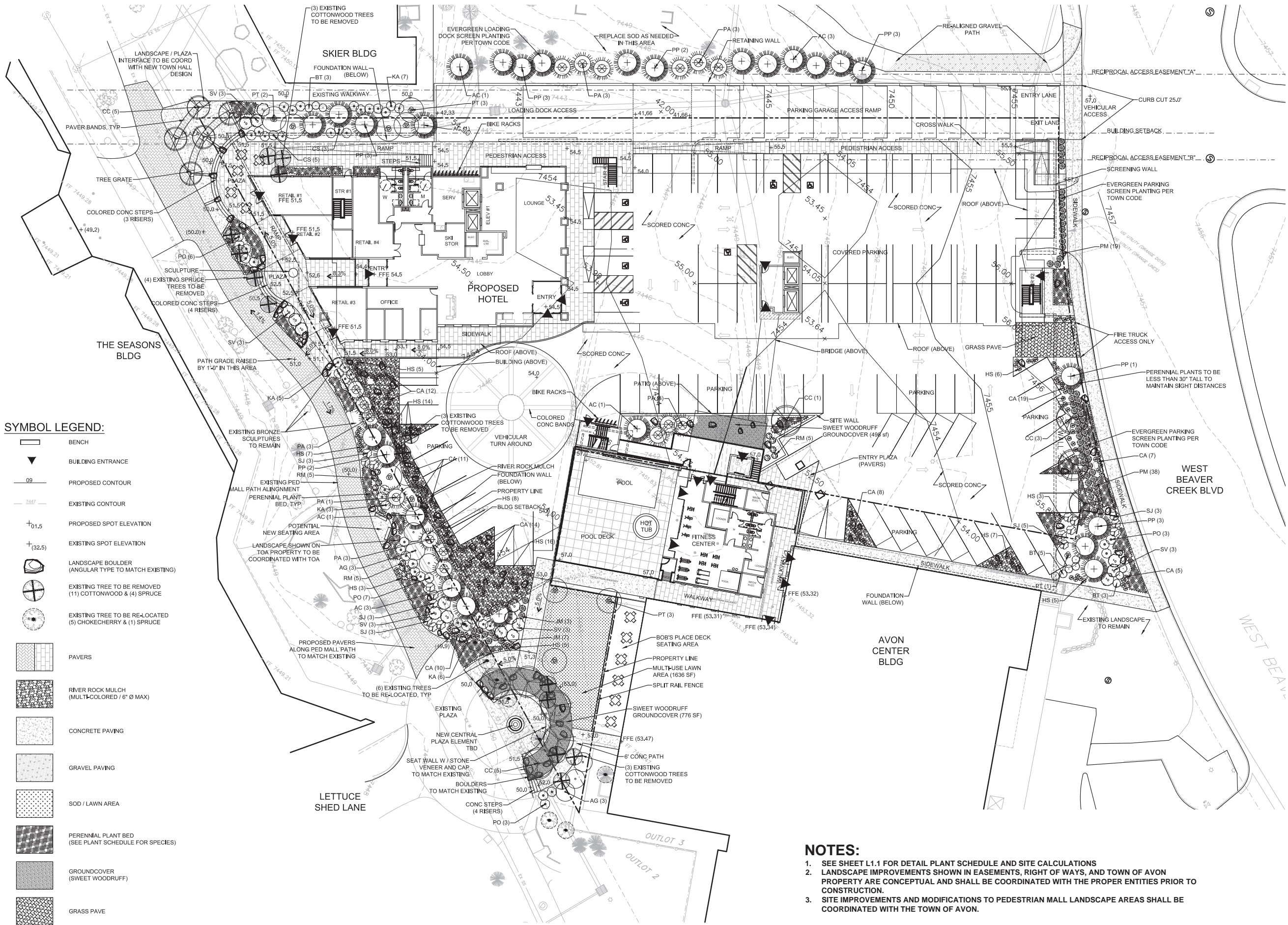
This additional landscaping is intended to unify the project with the Pedestrian Mall and any future Beaver Creek Boulevard streetscape design. We propose that it be maintained by the Town as part of the pedestrian mall, or Beaver Creek Boulevard maintenance. We also propose that landscape easements be established as part of the project approvals defining these matters of maintenance responsibility and the extent of the areas to be landscaped outside the lot.

We have included as an exhibit, our current landscaping plan for your review.

Sincerely,



Gregory Less
President
Treadstone Development, LLC



STAMP AREA

CONSULTANT

PROJECT TITLE

ENTITLEMENT PACKAGE:
AVON HOTEL

AVON, COLORADO

REVISIONS

HOA SET 05.11.2016

MAJOR DEVELOPMENT SUBMITTAL 07.01.2016

PROJECT NO: 15-57

DATE: 07.1.2016

DRAWN BY: JAG

CHECKED BY: PC

SHEET TITLE

LANDSCAPE PLAN

SHEET NUMBER

CONCEPTUAL LANDSCAPE PLAN

1" = 20'-0"

1



L -1.0



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Justin Hildreth, Town Engineer
Meeting Date: September 13, 2016
Subject: Renewable Energy Options for the Avon Public Safety Facility

ACTION BEFORE COUNCIL

Give Staff direction on including installation of solar photovoltaic and geothermal energy systems at the Avon Public Safety Facility.

DISCUSSION

The Avon Public Safety has a 7,835 SF snowmelt system at the garage bays and sidewalk that will require a \$122,160 Town of Avon snowmelt energy off-set fee. The fee can be waived if half of the building's energy demand is generated by an on-site renewable energy source. Two systems were evaluated, a geothermal system and a solar photovoltaic (PV) system.

The geothermal system consists of pumping water through the subgrade into a well field to dissipate heat in the summer and absorb heat from the earth in the winter. This system is \$520,293 more expensive than a conventional mechanical heating and cooling system. An analysis estimated the payback period for a geothermal system to be 18.4-years or an annualized rate of return of 1.9% from 25-years. The geothermal system is considerably more expensive than other locations because of the poor thermal conductivity of the soils resulting in more and deeper wells. It is not possible to do a partial geothermal system since it does not use the same mechanical equipment to heat and cool the building as a conventional building mechanical system. In the attached letter from Eagle River Fire Protection District (ERFPD) Representative Todd Goulding, states that the ERFPD is committed to allocating the energy off-set to the project but any additional funds from the geothermal system must come from the Town. As a result the Town's contribution to fund geothermal would be \$410,029.

A PV system designed to supply 50% of the building's electricity and eliminate the energy off-set fee will cost \$67,050. PV is eligible for a Holy Cross Energy rebate estimated to be \$26,820 resulting in a net cost of \$40,230. A local solar vendor, Active Energies, estimates payback in 12-years and an annual rate of return of 9.1% for the PV system. There is room on the roof for an approximate 40% increase solar panel area capable of providing 90% of the electricity required for the building.

RECOMMENDATION

Staff is recommending that a PV system be installed that maximizes the roof coverage at a total cost of approximately \$100,000 instead of a geothermal system. The cost of the system will be split between the ERFPD and the Town of Avon with Avon's share will be approximately \$45,000. Also, the solar panels can be purchased with capital lease financing and not impact the project budget.

There is only \$125,153 remaining in the project contingency. Approximately \$100,000 of the contingency was being consumed by pile depths in excess of the planned depth of 35 Feet and \$40,000 for temporary utility costs. The primary risk to the project is the remediation of the poor soils at the site for the installation of the foundation, parking lot and utilities.

ATTACHMENTS

August 25, 2016 Letter from Todd Goulding

August 25, 2016

Justin Hildreth
Town Engineer
Town of Avon
PO Box 975
Avon, CO 81620

RE: **Avon PSF
Renewable Energy Systems**

Justin,

On behalf of the Eagle River Fire Protection District (ERFPD) Board please accept this letter in response to the Town of Avon's July 20, 2016 correspondence requesting ERFPD to assess the feasibility of a geothermal system at the Avon Public Safety Facility (PSF).

ERFPD, in conjunction with the Town of Avon, commissioned ME Engineers (ME) to investigate the costs and benefits of the fully engineered geothermal system for the PSF. Please find the most recent Geothermal Payback Analysis from ME dated August 24, 2016 (see attached for reference). ME's calculations result in an estimated payback of 30.06 years based on construction costs by Evans Chaffee, along with assumptions for energy use and costs. Per ME's correspondence, "The cost delta to go with the geothermal is relatively large. No matter how we tweak the numbers, we do not see anyway the purchase of that system would make sense for this project." While the model may not be exact, and will vary based on different assumptions, ERFPD does not feel the investment in geothermal is a prudent use of public funds.

Therefore, ERFPD proposes the following options for consideration:

1. Allocate the energy off-set fee associated with ERFPD's snowmelted areas to the geothermal system. The balance of funds to cover the cost would come from the Town of Avon, available grants or other sources.
2. Allocate the energy off-set fee associated with ERFPD's snowmelted areas to a solar system on the I-70 Regional Transit Facility (RTF) as discussed with Active Energies Solar, LLC. on July 15, 2016.

Per discussions the Contractor, the Owner (ERFPD & TOA) must make a decision regarding the geothermal system before September 15th to avoid potential delays. ERFPD is committed to renewable energy systems, and is eager to work with Avon on a renewable energy source for the PSF.

Sincerely,



Todd Goulding
Goulding Development Advisors

enclosures:

- ME Engineer's analysis dated August 24, 2016
- Email correspondence with Active Energy regarding solar on the RTOF dated July 15, 2016
- Town of Avon request for geothermal analysis dated July 20, 2016
- ERFPD's response to the July 20th request dated July 27, 2016

cc: Jennie Fancher, Mayor
Virginia Egger, Town Manager
Clint Janssen, Chair ERFPD
Chief Karl Bauer



TOWN COUNCIL REPORT

To: Honorable Jennie Fancher and Town Council
From: Greg Daly, Chief of Police
Date: September 13, 2016
Agenda Topic: Intergovernmental Agreement Concerning Authorization for Law Enforcement Services within Unincorporated Eagle County, the Town of Gypsum and the Town of Minturn

ACTION BEFORE COUNCIL

Action on Intergovernmental Agreement (IGA) between the Town of Avon and the Eagle County Sheriff's Office and the County of Eagle concerning authorization for law enforcement services within Unincorporated Eagle County, the Town of Gypsum and the Town of Minturn.

RECOMMENDED MOTION

"I move to approve the Intergovernmental Agreement between the Town of Avon and the Eagle County Sheriff's Office and the County of Eagle concerning authorization for law enforcement services within Unincorporated Eagle County, the Town of Gypsum and the Town of Minturn."

SUMMARY

The Chief of Police, Greg Daly with the Avon Police Department is recommending approval of the attached IGA with the Eagle County Sheriff's Office and the County of Eagle. This IGA updates and renews the current IGA that was approved by the Town Council in 2008. This IGA will continue to grant authority to Avon police officers, who under certain limited circumstances, may have to take law enforcement actions, including traffic stops, in unincorporated Eagle County and within the municipalities of Minturn and Gypsum. The Eagle County Sheriff's Office is currently contracted to provide law enforcement services in the municipalities of Minturn and Gypsum.

There is a separate intergovernmental agreement between the municipalities of Vail, Avon, Eagle and Basalt regarding each incorporated jurisdiction that is not affected by this IGA.

BACKGROUND

In 2008, former Avon Police Chief Brian Kozak proposed an IGA between the Town of Avon and the Eagle County Sheriff's Office. The IGA was vetted and approved by the Town Council at that time. That IGA has been in effect since that time.

The IGA afforded jurisdictional coverage to Avon police officers if they observed traffic violations or other crimes while outside the boundaries of Avon, especially if they were DUI related. In addition, it provided jurisdictional coverage for Avon police officers while participating in joint task forces like the Gore Range DUI Task Force, the Eagle County Special Operations Unit, and the multi-agency Drug Task Force.

In January 2015, Sheriff James Van Beek took office succeeding Sheriff Joseph D. Hoy. As the new Sheriff, he reviewed all existing IGA's and with the assistance of Bryan Treu, County Attorney, he proposed some changes and presented an updated IGA to the municipal Police Chiefs in Eagle County, to include the towns of Vail, Avon, Eagle and Basalt.

This proposed IGA allows for Avon police officers to have full law enforcement authority in unincorporated Eagle County and within the municipalities of Mintum and Gypsum under the following limited circumstances:

- Fresh pursuit of an offender
- When a misdemeanor or felony is committed in the presence of an officer or where an officer witnesses an act that presents an immediate risk to the public or to the officer
- A call for assistance from a Sheriff's Office deputy
- Within a quarter mile of the town boundary, to include the stretch of Interstate 70 from Avon Road to Post Boulevard. This allows Avon police officers to address particular traffic safety issues on Interstate 70, such as speeding infractions as motorists come down hill westbound from Post Blvd
- Under joint operational capacity with the Sheriff to include the Gore Range DUI Task Force, Eagle County Special Operations Unit and assisting with the multi-agency Drug Task Force; Gore Range Narcotics Interdiction Team (GRANITE)
- Any mutual aid request from the Sheriff or designee

Eric Heil, Town Attorney for the Town of Avon, has reviewed and approved the proposed IGA. He made the following points:

- (1) Avon may terminate with 10 days' notice
- (2) The IGA automatically renews for successive 1 year periods if not terminated
- (3) The concurring vote of 4 Council members is required to approve the IGA.

ATTACHMENT

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT CONCERNING AUTHORIZATION FOR
LAW ENFORCEMENT SERVICES WITHIN UNINCORPORATED EAGLE COUNTY,
THE TOWN OF GYPSUM AND THE TOWN OF MINTURN**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into by and between the Town of Avon Police Department and the Town of Avon (hereinafter referred to as “Avon”); the Town of Vail Police Department and the Town of Vail (hereinafter referred to as “Vail”); the Town of Eagle Police Department and the Town of Eagle (hereinafter referred to as “Eagle”); the Town of Basalt Police Department and the Town of Basalt (hereinafter referred to as “Basalt”); and the Eagle County Sheriff’s Office and the County of Eagle, State of Colorado (hereinafter referred to as the “County”). Collectively, Avon, Vail, Eagle and Basalt are referred to hereinafter as the “Towns” and each individually may be referred to singularly as a “Town.” The County and the Towns shall collectively be referred to herein as the “Parties.”

RECITALS

WHEREAS, pursuant to C.R.S. § 16-3-110(2), Town peace officers as defined by C.R.S. § 16-3-110 (1)(a) (“Town Officers”) shall have the authority to act when a felony or misdemeanor is committed in a Town Officer’s presence regardless of whether that Town Officer is within the Town’s boundaries or whether that Town Officer is on duty, when such Town Officer has been authorized by the local jurisdiction having jurisdiction to so act; and

WHEREAS, it is the Sheriff’s duty to preserve the peace within Eagle County, including the unincorporated areas of Eagle County, some of which unincorporated areas are adjacent to Town boundaries; and

WHEREAS, the Town of Gypsum and the Town of Minturn have contracted with the Eagle County Sheriff to provide all law enforcement services within their respective corporate boundaries of each town; and

WHEREAS, to ensure the efficient and cooperative provision of law enforcement services in his jurisdiction, which includes the Town of Gypsum and the Town of Minturn, the Eagle County Sheriff wishes to set forth the circumstances under which the Towns’ Officers may perform law enforcement functions and enforce the state’s statutes within unincorporated Eagle County, the corporate boundaries of the Town of Gypsum and the corporate boundaries of the Town of Minturn; and

WHEREAS, while the Parties acknowledge that the Sheriff has jurisdiction throughout Eagle County, the Parties concur that open communication and cooperation between Sheriff deputies and Town Officers within their respective jurisdictions will best serve the community and ensure safety of all law enforcement officers throughout Eagle County; and

WHEREAS, County and the Towns enter into this Agreement under the specific authority to contract for the provision of law enforcement services pursuant to C.R.S. §30-11-

410 (2) and under general authority of local governments of the State of Colorado to contract with one another for the provision of services pursuant to C.R.S. §29-1-201, et seq., Article XIV, Section 18 of the Colorado Constitution; and in accordance with C.R.S. § 16-3-110(2); and

WHEREAS, the County and Towns intend this Agreement to supersede and replace any and all previous Intergovernmental Agreement between the County and an individual Town for provision of law enforcement services within unincorporated Eagle County.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, the adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Authority.** The Towns, through their respective Police Departments, will be hereby authorized, to the extent hereinafter set forth in this Agreement, to provide law enforcement services outside the respective Town's municipal boundaries as follows:

a. Pursuant to C.R.S. § 16-3-106, in a situation in which a Town Officer is in fresh pursuit of an alleged offender, having a warrant for his arrest or having knowledge that such warrant has been issued, or, in the absence of an arrest warrant, when the offense was committed in the officer's presence or the officer has reasonable grounds to believe that the alleged offender has committed a criminal offense, and the alleged offender crosses the boundary line marking the territorial limit of his authority;

b. When a Town Officer is in unincorporated Eagle County on official police duty and a felony or misdemeanor has been or is being committed in such Town Officer's presence, or where the Town Officer witnesses an act within unincorporated Eagle County that presents an immediate risk to the public or to the Town Officer;

c. In unincorporated Eagle County, within the corporate limits of the Town of Gypsum, or within the corporate limits of the Town of Minturn, where the Town's Officer is acting in capacity to assist the Sheriff after providing proper notification to Dispatch, after which the Sheriff or his deputies may discontinue the need for back-up at any time;

d. Where the boundary between the Town and any unincorporated-area of the County is ambiguous, up to a quarter mile from the Town boundary, or in areas specifically identified and authorized by the Sheriff, which authorization can be verbally revoked by the Sheriff or his designee at any time. The Parties agree that this provision is intended to account for inadvertent patrol or law enforcement activities within a reasonable distance outside of a Town's boundaries. Town Officers that have questions about boundaries should seek clarification through their superiors, the Computer Aided Dispatch Administrator, the Sheriff or his designee. Notwithstanding the foregoing, the Sheriff specifically authorizes Town of Avon Officers to provide law enforcement services within the stretch of 1-70 between Post Boulevard and Avon Road in unincorporated Eagle County.

e. In unincorporated Eagle County, as well as the corporate limits of the Town of Gypsum and the Town of Minturn, if the Town Officer is working in a joint-operational capacity with the Sheriff, including but not limited to, a special operations unit task force, a multi-agency DUI task force, a multi-agency drug task force, or for temporary assistance for ski-related operations, or under another specific agreement granting such authority;

f. In accordance with any specific agreement between the Sheriff and an individual Town; or

g. In accordance with any specific request for mutual aid between the Sheriff and an individual Town.

2. **Jurisdiction.** Other than related to a specific agreement for a joint-operation, any Town Officer shall, immediately notify the Sheriff's Office whenever involved in an incident arising out of a situation identified in Section 1 above within the unincorporated areas of Eagle County, the corporate limits of the Town of Gypsum or the Town of Minturn. The Sheriff shall be given the option to retain primary jurisdiction in any incident arising out of a situation identified in Section 1 (b) through (g) herein. If the Sheriff decides to retain primary jurisdiction in such an instance, any person arrested shall be released to the custody of the Sheriff. Nothing in this Agreement shall be construed to limit or otherwise affect the law enforcement authority of the County or of any Town.

3. **Responsibility for Personnel.** As for Town Officers, management of the rendering of services, leadership and supervision, the standards of performance, the discipline of officers and all other matters incident to the performance of law enforcement services and the review of personnel so employed, shall remain with the respective Towns employing such Town Officers.

4. **Venue for Prosecution.** Other than related to a specific agreement granting authority otherwise, all citations written by a Town Officer in unincorporated Eagle County, within the corporate limits of the Town of Gypsum or within the corporate limits of the Town of Minturn, for violations of any Colorado State Statute or other law shall command the alleged violator to appear before the appropriate court within Eagle County. Town Officers shall be available to appear before the court, as needed to prosecute each violation.

5. **Equipment.** The Towns and County shall furnish and supply all necessary labor, equipment, and all supplies necessary to maintain the services to be rendered herein by their respective Officers.

6. **Cooperation.** Each Party shall give prompt and due consideration to requests directed to them by another Party to this Agreement, or their designee, regarding delivery of law enforcement services and the Towns and the County shall work cooperatively to achieve the services called for herein. Such request may be transmitted in person, by phone, radio, electronic

medium, or by a third party. Any reasonable transmittal shall be sufficient to invoke this Agreement.

7. **Status of and Responsibility for Employees.**

a. The Towns and the County enter into this Agreement as separate, independent governmental entities and their respective officials and employees shall maintain such status throughout. Employees assigned under this Agreement shall remain employees of their respective law enforcement agencies at all times and for all purposes under this Agreement. No employee of any Town shall be deemed an employee of the County, even if a Town Officer acts on the County's behalf under this Agreement.

b. No Party shall be called upon to pay or assume any liability for the direct payment of any salaries, wages or other compensation to any other Party's Officers performing services hereunder. Additionally, no Party shall be liable for compensation or indemnity to any other Party's Officers for injury or sickness arising out of his/her performance under this Agreement.

8. **Governmental Immunity.** The Parties to this Agreement do not intend to waive the limitations on liability which are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq. The provisions of C.R.S. § 29-5-108 shall not apply to the activities conducted pursuant to this Agreement.

9. **Insurance.** Each Party shall provide its own public liability and property damage insurance coverage as it may deem necessary for any potential liability arising from the services to be provided under this Agreement.

10. **Term and Termination.** Unless sooner terminated as provided hereunder, this Agreement shall be effective from January 1, 2016 through December 31, 2016. Notwithstanding the foregoing provisions, any Party, with or without cause, may terminate their participation in Agreement upon the giving of ten (10) days prior written notice of such termination to the other respective Party. It is the intent of the Parties that this Agreement shall be renewed for additional one (1) year periods following the end of the initial period, and unless one of the Parties gives notice to the County at least ten (10) days prior to the end of the initial period, or then current additional period, that such Party desires to terminate this Agreement, this Agreement shall be automatically extended for additional periods of twelve (12) months. After the initial period, this Agreement shall run from January 1st to December 31st of each respective year.

11. **Funding.** The Parties agree that this Agreement is contingent upon all funds necessary for the performance of this Agreement being budgeted, appropriated and otherwise made available. It is expressly understood that any financial obligations that may arise hereunder, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated by the governing body of any Party. Should any of the Parties fail to undertake the

project because necessary funds have not been budgeted or duly appropriated, that Party may terminate participation in this Agreement by providing the County with written notice of termination as set forth herein.

12. **Notice.** Any notices or other communications required or permitted to be given hereunder shall be given in writing, delivered personally or sent by first class mail, postage prepaid, addressed to the Parties at the addresses set forth below or at such other address as either Party may hereafter designate by written notice to the other Party given in accordance herewith. Notice will be deemed given on the date of delivery or three business days after deposit in a U.S. Postal Service depository.

County:	Eagle County Sheriff P.O. Box 359 885 East Chambers Avenue Eagle, Colorado 81631 (970) 328-8500 (telephone) (970) 328-1448 (fax)
Avon:	Town of Avon Chief of Police P.O. Box 975 Avon, Colorado 81620 (970) 748-4040 (telephone) (970) 845-7098 (fax)
Basalt:	Town of Basalt Chief of Police 100 Elk Run Drive, Suite 115 Basalt, CO 81621 (970) 927-4316 (telephone) (970) 927-4300 (fax)
Eagle:	Town of Eagle Chief of Police P.O. Box 609 Eagle, CO 81631 (970) 328-9659 (telephone) (970) 328-9659 (fax)
Vail	Town of Vail Police Chief 75 S. Frontage Road W. Vail, CO 81657 (970) 479-2218 (telephone)

14. **No Assignment.** This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, and may not be assigned by any Party without the prior written consent of the other Party.

15. **No Unintended Beneficiaries.** The Parties agree that this Agreement creates no obligation or relationship between the Towns, but is intended to govern each Town's provision of law enforcement services in unincorporated Eagle County, the Town of Gypsum and the Town of Minturn only. 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 Towns and County any right, remedy or claim under or by reason hereof or by reason of any covenant or condition herein contained.

16. **Severability.** If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party, 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.

17. **Modification or Amendment in Writing.** This Agreement may be amended, modified, or changed in whole or in part only by written agreement duly authorized and executed by the Parties hereto.

18. **Jurisdiction and Venue.** The law of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Agreement. Venue for any action arising out of any dispute pertaining to this Agreement shall be exclusive in Eagle County, Colorado

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

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IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed and be effective as of the day and year first above written.

**COUNTY OF EAGLE, STATE OF
COLORADO, By and Through Its BOARD OF
COUNTY COMMISSIONERS**

By: _____
Jeanne McQueeney, Chair

Attest:

By: _____
Teak J. Simonton, Clerk to the Board

Date: _____

EAGLE COUNTY SHERIFF

By: _____
Sheriff James Van Beek

Date: _____

**TOWN OF AVON, COLORADO
BY AND THROUGH ITS MAYOR**

BY: _____
Jennie Fancher, Mayor

ATTEST:

BY: _____
Debbie Hoppe, Town Clerk

Date: _____

**TOWN OF AVON POLICE DEPARTMENT
BY AND THROUGH ITS POLICE CHIEF**

BY: _____
Greg Daly, Chief of Police

Date: _____

**TOWN OF EAGLE, COLORADO
BY AND THROUGH ITS MAYOR**

BY: _____
Anne McKibbin, Mayor

ATTEST:

BY: _____
Jenny Rakow, Town Clerk

Date: _____

**TOWN OF EAGLE POLICE DEPARTMENT
BY AND THROUGH ITS POLICE CHIEF**

BY: _____
Joseph Stauffer, Chief of Police

Date: _____

**TOWN OF VAIL, COLORADO
BY AND THROUGH ITS MAYOR**

BY: _____
Dave Chapin, Mayor

ATTEST:

BY: _____
Patty McKenny, Town Clerk

Date: _____

**TOWN OF VAIL POLICE DEPARTMENT
BY AND THROUGH ITS POLICE CHIEF**

BY: _____
Dwight Henninger, Police Chief

Date: _____

**TOWN OF BASALT, COLORADO
BY AND THROUGH ITS MAYOR**

BY: _____
Jacque Whitsitt, Mayor

ATTEST:

BY: _____
Pam Schilling, Town Clerk

Date: _____

**TOWN OF BASALT POLICE DEPARTMENT
BY AND THROUGH ITS POLICE CHIEF**

BY: _____
Greg Knott, Chief of Police

Date: _____



TOWN COUNCIL REPORT

To: Honorable Jennie Fancher and Town Council
From: Greg Daly, Chief of Police
Date: September 13, 2016
Agenda Topic: Intergovernmental Agreement between the Town of Avon and the Colorado Information Sharing Consortium

ACTION BEFORE COUNCIL

Action on Intergovernmental Agreement (IGA) between the Town of Avon and the Colorado Information Sharing Consortium (CISC).

RECOMMENDED MOTION

"I move to approve the Intergovernmental Agreement between the Town of Avon and the Colorado Information Sharing Consortium."

SUMMARY

The Chief of Police, Greg Daly with the Avon Police Department is recommending approval of the attached IGA with the Colorado Information Sharing Consortium (CSIC).

BACKGROUND

This IGA is effectively a renewal of a current service. The service is delivered in parallel with our shared countywide records management system (RMS). The CISC service has changed its technology platform and is provided by a different company, Numerica.

CSIC was created in 2006. In 2014 it became a Colorado Legal Entity under Colorado Revised Statutes 29-1-203 (4). The purpose of CISC is to facilitate the sharing and analysis of data and intelligence information between governmental entities and agencies to make our communities safer.

There are 55 police departments, sheriff's offices and state level agencies in Colorado that are currently members of CISC. This data and intelligence sharing system allows access to each agencies record management systems and allows officers, deputies, detectives who are researching for a case to have access to name, vehicle and other case information that can assist in the investigation of crimes and/or in the apprehension and prosecution of suspects. The information remains the sole proprietary information of the party contributing that data and intelligence information.

The fee for participation in the CISC is covered through the TOA annual contracted payment to the Vail Communications Center for Dispatch services. There are no multiple year fiscal obligations. There is no duty to pay membership fees. TOA has the right to terminate with 60 days' notice.

The list of agencies that have currently signed the IGA include: Adams County SO, Arapahoe County SO, Arvada PD, Aspen PD, Aurora PD, Boulder County SO, Boulder PD, Broomfield PD, Carbondale PD, Castle Rock PD, Cherry Hills Village PD, Colorado Department of Public Safety, Colorado Springs PD,

Colorado State University PD, Commerce City PD, Craig PD, Denver PD, Douglas County SO, Durango PD, Edgewater PD, Erie PD, Estes Park PD, Fort Collins PD, Garfield County SO, Grand Junction PD, Greenwood Village PD, Jefferson County SO, Lakewood PD, Larimer County SO, Littleton PD, Lone Tree PD, Loveland PD, Mesa County SO, Moffat County SO, Northglenn PD, Parker PD, Pueblo PD, Sheridan PD, Thornton PD, Timnath PD, University of Colorado, Denver PD, Vail PD, Westminster PD and Wheat Ridge PD.

Eric Heil, Town Attorney for the Town of Avon, has reviewed and approved the proposed IGA.

ATTACHMENT

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT
OF THE
COLORADO INFORMATION SHARING CONSORTIUM**

TABLE OF CONTENTS

RECITALS

DEFINITIONS

01.	<u>Definitions</u>	2
-----	--------------------------	---

CREATION OF THE COLORADO INFORMATION SHARING CONSORTIUM

02.	<u>Creation of the CISC</u>	2
03.	<u>Principal Place of Business</u>	2
04.	<u>CISC Purpose</u>	3

DATA SHARING AGREEMENT

05.	<u>Data Sharing</u>	3
06.	<u>Data Use</u>	3
07.	<u>Personnel Authorized to Access Data</u>	3
08.	<u>Data Security</u>	3
09.	<u>Data Custody and Control</u>	3
10.	<u>Data Accuracy</u>	3
11.	<u>Intelligence Information</u>	3

POWERS OF THE COLORADO INFORMATION SHARING CONSORTIUM

12.	<u>Powers of the CISC</u>	4
13.	<u>Restrictions on Powers of the CISC</u>	4

BOARD OF DIRECTORS

14.	<u>Board of Directors</u>	5
15.	<u>Number of Directors, Term, and Term Limits</u>	5
16.	<u>Eligibility, Appointment, Removal, and Vacancies</u>	5
17.	<u>Compensation</u>	5
18.	<u>Action of the Board at a Meeting</u>	5
19.	<u>Committees</u>	6
20.	<u>Alternates and Absentee Voting</u>	6
21.	<u>Representative's Right to Attend Meetings</u>	6

MANAGEMENT OF THE CISC

22.	<u>CISC Manager</u>	6
23.	<u>Additional Assistance from Assigned Employees</u>	7

FINANCIAL

24.	<u>Deposits and Expenditures</u>	8
25.	<u>Fiscal Agent</u>	8
26.	<u>Fiscal Year</u>	8
27.	<u>No Multiple Year Fiscal Obligations</u>	8

RIGHTS OF PARTIES

28.	<u>No Duty to Pay Membership, Annual, or Other Fees</u>	8
29.	<u>Voluntary Assumption of Debts</u>	8
30.	<u>Financial Responsibility</u>	8

<u>31.</u>	<u>Examination of Records</u>	8
<u>32.</u>	<u>Addition of New Parties</u>	9
<u>33.</u>	<u>Right to Terminate Participation</u>	9

GENERAL PROVISIONS

<u>34.</u>	<u>Amendments</u>	9
<u>35.</u>	<u>Construction and Interpretation</u>	9
<u>36.</u>	<u>Duplicate Counterparts</u>	9
<u>37.</u>	<u>Entire Agreement</u>	10
<u>38.</u>	<u>Governing Law</u>	10
<u>39.</u>	<u>Indemnification</u>	10
<u>40.</u>	<u>Mediation</u>	10
<u>41.</u>	<u>No Third-Party Beneficiaries</u>	10
<u>42.</u>	<u>Severability</u>	10
<u>43.</u>	<u>Term</u>	10
<u>44.</u>	<u>Termination</u>	10

**INTERGOVERNMENTAL AGREEMENT
OF THE
COLORADO INFORMATION SHARING CONSORTIUM**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is effective as of the [] day of [], 2014 (the "Effective Date," as further defined below) by and between the Adams County Sheriff's Office, the Arapahoe County Sheriff's Office, the City of Aurora, the Colorado Department of Public Safety of the State of Colorado, the City of Colorado Springs, the City of Commerce City, the City and County of Denver, the Douglas County Sheriff's Office, the City of Grand Junction, the Board of County Commissioners of the County of Jefferson, the Board of County Commissioners of the County of Mesa, and all other entities or agencies that sign this Agreement consistent with the requirements herein (individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Parties are each authorized to lawfully provide, establish, maintain, and operate law enforcement services;

WHEREAS, Part 2 of Article 1, Title 29 of the Colorado Revised Statutes (the "C.R.S.") encourages and authorizes intergovernmental agreements for the joint and cooperative provision of public services;

WHEREAS, C.R.S. § 29-1-203 authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each and to establish a separate legal entity to do so;

WHEREAS, 21 U.S.C. § 873 and regulations promulgated thereunder authorize certain agencies within the Federal government to cooperate with local, state, tribal, and Federal agencies for the purpose of exchanging certain information;

WHEREAS, the Parties, along with other Colorado law enforcement entities, have previously entered into a nonbinding and voluntary memorandum of understanding (the "MOU") to jointly develop the statewide Colorado Information Sharing Consortium (the "CISC") with the purpose and intent of sharing law enforcement information, primarily through a software product known as COPLINK;

WHEREAS, the Parties, along with the other signatories of the MOU, have determined that it is in the public's best interest to formalize the CISC into a legal entity in order to permit the CISC to enter into contracts and utilize economies of scale for the purchase of future services, products, and maintenance and to enter into information sharing agreements with jurisdictions outside the State of Colorado;

WHEREAS, the Parties and other signatories of the MOU have agreed to organize and operate a separate legal entity pursuant to C.R.S. § 29-1-203(4), which shall be known as the Colorado Information Sharing Consortium; and

WHEREAS, the Parties intend for other entities or agencies to join as Parties to this Agreement by signing a separate signature page to this Agreement consistent with the requirements herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

DEFINITIONS

1. Definitions. In addition to the above defined terms, the following terms shall have the meaning ascribed to them.

a. "Assigned Employee" shall mean a Party's employee assigned to work full- or part-time on behalf of the CISC.

b. "Board" shall mean the Board of Directors of the CISC.

c. "Data" shall mean facts, detailed information, police report narratives, supplemental report narratives, other text-related information as determined and released by each Party's internal information sharing policy, and other materials provided by a Party to the CISC. "Data" shall not mean Intelligence Information (defined below).

d. "Director" shall mean a director on the Board of the CISC.

e. "Effective Date" shall be the date written in the preamble, which shall be the date on which the sixth Party signed this Agreement.

f. "Intelligence Information" shall mean evaluated data relevant to the identification of criminal activity engaged in by an individual or organization reasonably suspected of involvement in criminal activity that meets criminal intelligence system submission criteria as set forth in Part 23 of Title 28 of the Code of Federal Regulations. Intelligence Information is a criminal justice record pursuant to C.R.S. § 24-72-302(4).

g. "Manager" shall mean a person who is assigned to manage the day-to-day operations of the CISC.

h. "Representative" shall mean the chief law enforcement officer of each Party or the person designated by the chief law enforcement officer of each Party.

CREATION OF THE COLORADO INFORMATION SHARING CONSORTIUM

2. Creation of the CISC. Pursuant to C.R.S. § 29-1-203(4), the Parties hereby create a separate legal entity known as the Colorado Information Sharing Consortium, or CISC, which shall have the powers, authorities, duties, privileges, immunities, rights, and responsibilities as set forth herein.

3. Principal Place of Business. The principal place of business of the CISC shall be 15001 East Alameda Parkway, Aurora, CO 80012, unless and until otherwise established from time to time by the Board.

4. CISC Purpose. The purpose of the CISC is to facilitate the sharing of Data and Intelligence Information between the Parties and non-Party governmental entities and agencies authorized by the Board.

DATA SHARING AGREEMENT

5. Data Sharing. Each Party shall share Data with the Parties and with non-Party governmental entities or agencies authorized by the Board.

6. Data Use. Shared Data shall only be used for law enforcement purposes consistent with the welfare and protection of the general public.

7. Personnel Authorized to Access Data. Only the Parties' employees and employees of non-Party governmental entities or agencies authorized by the Board shall be allowed to access the Data. All persons with access to the Data must first pass an adequate background screen. The Board shall determine what constitutes an adequate background screen for the purpose of access to Data.

8. Data Security. The Parties and any non-Party governmental entities or agencies authorized by the Board shall maintain, enforce, and follow security requirements for the Data as specified by the Board, including requirements on network configuration and network access.

9. Data Custody and Control. Each Party shall retain custody and control and shall remain the official custodian of any Data shared by that Party. The CISC shall not have custody and control and shall not be the official custodian of any Data. The CISC shall not release any Data pursuant to a request under Part 2 or Part 3 of Article 72, Title 24, C.R.S. or pursuant to a subpoena unless specifically ordered to do so by a court of competent jurisdiction.

10. Data Accuracy. The Parties understand that the Data shared by the Parties may not be accurate. The Board may set standards and requirements for Parties to correct inaccurate Data.

11. Intelligence Information.

a. No Obligation to Share. No Party shall be required to share Intelligence Information and may deny a request to share Intelligence Information for any reason.

b. Standard for Sharing. When Intelligence Information is disseminated through the CISC, it shall be disseminated consistent with Part 23 of Title 28 of the Code of Federal Regulations.

c. Policies and Procedures. The Board may set policies and procedures regarding Intelligence Information use, receipt, maintenance, security, and dissemination not inconsistent with Part 23 of Title 28 of the Code of Federal Regulations.

d. Intelligence Information Custody and Control. All Intelligence Information shall remain the sole proprietary information of the Party contributing that Intelligence Information. Each Party shall retain custody and control and shall remain the official custodian of any Intelligence Information shared by that Party. The CISC shall not have custody and control and shall not be the official custodian of any Intelligence Information. The CISC shall not release any Intelligence Information pursuant to a

request under Part 2 or Part 3 of Article 72, Title 24, C.R.S. or pursuant to a subpoena unless specifically ordered to do so by a court of competent jurisdiction.

POWERS OF THE COLORADO INFORMATION SHARING CONSORTIUM

12. Powers of the CISC. In order to enable the CISC to carry out its functions and provide the services described herein, the CISC shall have the power:

- a. Acquire Property. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property;
- b. Add Parties. To approve other governmental entities or agencies authorized to lawfully provide, establish, maintain, or operate law enforcement services to join the CISC on the conditions determined by the Board;
- c. Adopt Rules and Regulations. To adopt rules and regulations regarding the exercise of its powers and the carrying out of its purposes;
- d. Apply for Grants. To apply for and receive grants in its own name;
- e. Conduct Business. To conduct its business and affairs for the benefit of the Parties and their residents;
- f. Contract. To enter into, make, and perform contracts of every kind;
- g. Engage Agents. To engage, employ, or appoint agents, including but not limited to accountants, architects, attorneys, consultants, employees, engineers, and managers and to pay the direct and indirect reasonable costs of such agents for services rendered to the CISC;
- h. Fees and Charges. To assess, fix, maintain, and revise fees and charges for functions, services, or facilities provided by the CISC or to cover the cost of operating and managing the CISC; however, pursuant to paragraph 28, neither the CISC nor any Party shall have the power to compel a Party to pay any fees, rates, or charges;
- i. Incur Debt. To incur debts and obligations, deliver bonds or notes for monies borrowed or other obligations of the CISC, and to secure the payment of such bonds or obligations, except that no party shall be liable for any debts or obligations of the CISC;
- j. Legal Process. To litigate, arbitrate, or mediate in its own name;
- k. Receive Contributions. To receive contributions of gifts, grants, or services; and
- l. Terminate a Party's Participation in this Agreement. To terminate or limit a Party's participation in this Agreement.

13. Restrictions on Powers of the CISC. The CISC shall not have the power:

- a. Eminent Domain. To take property by eminent domain;

- b. Obligate Payment. To obligate a Party to pay any money to the CISC or to another Party, except that the CISC may enter into contracts with Parties for the payment of money; or
- c. Tax. To impose taxes.

BOARD OF DIRECTORS

14. Board of Directors. The governing body of the CISC shall be the Board, in which all administrative and legislative power of the CISC is vested. The purpose of the Board is to set policy for the CISC and decide important issues of the CISC.

15. Number of Directors, Term, and Term Limits. There shall be eleven (11) Directors on the Board. Six (6) Directors shall have terms that expire on March 31 of every even numbered year. Five (5) Directors shall have terms that expire on March 31 of every odd numbered year. There shall be no limit to the number of terms an individual may serve as a Director.

16. Eligibility, Appointment, Removal, and Vacancies. Each Director must be an employee of a Party. If a Director is no longer employed by a Party, the Director shall no longer be a Director. A Director may resign at any time and for any reason by giving two weeks prior written notice to the Board. A vacant Director position shall be filled by majority vote of the Representatives as soon as practicable.

- a. Initial Appointment. The initial Directors shall be appointed by the Representatives of the eleven named Parties listed in the preamble of this Agreement. The Representatives of the first six (6) named Parties that agree to and sign this Agreement shall each appoint one Director, whose terms shall expire on March 31, 2016. The Representatives of the next five (5) named Parties that agree to and sign this Agreement shall each appoint one Director, whose terms shall expire on March 31, 2015.

- b. Subsequent Appointment. After the initial Directors' terms expire, all subsequent Directors shall be appointed by a majority vote of the Representatives.

17. Compensation. A Director shall not receive compensation for the Director's service to the CISC. The Board may provide for reimbursement to a Director, Representative, or other person for actual and reasonable expenses incurred while performing duties for the CISC. At no time shall a Director or a Representative be considered an employee of the CISC.

18. Action by the Board at a Meeting. Meetings of the Board may be held at any place that a majority of the Directors on the Board may determine. Directors may attend the meeting in person or by conference telephone or similar communications equipment, and such participation at a meeting shall constitute attendance. The following rules shall apply.

- a. Quorum. The attendance of at least a majority of the Directors of the Board shall constitute a quorum for the transaction of business.

- b. Voting. The affirmative vote of a majority of the Directors on the Board that are present at any meeting at which there is a quorum shall be an act of the Board, unless a supermajority is specified herein or by rules adopted by the Board.

c. Minutes. Minutes of each meeting and a record of each decision shall be kept by the Board.

19. Committees. The Board may designate one or more committees that shall serve at the pleasure of the Board. Any committees shall have the powers and responsibilities granted by the Board to that committee.

20. Alternates and Absentee Voting. A Director may appoint an alternate who will have the same voting rights as the Director when participating in Board meetings in the absence of the Director. Alternates must be employed by a Party. Absentee voting, where a Director votes without attending a meeting (whether in person or by other communications equipment) or without appointing an alternate, is not allowed.

21. Representative's Right to Attend Meetings. Each Representative, or an alternate, shall have the right to attend, whether in person or by conference telephone or similar communications equipment, any meeting of the Board and to voice opinions on any matter concerning the CISC.

MANAGEMENT OF THE CISC

22. CISC Manager.

a. Appointment. Upon request from the Board, the Representatives shall jointly nominate one or more persons to be the Manager and submit those persons' names to the Board. Based on those nominations, the Board shall select one or more persons to be the Manager. The appointment of a Manager shall be contingent upon the approval of the Representative of the Party employing the Manager.

b. CISC Manager. The Manager shall manage the day-to-day operations of the CISC and undertake and execute the Board's instructions and directions. The Manager shall have the administrative authority necessary to perform the tasks and responsibilities assigned pursuant to this Agreement. The Board may grant to the Manager any additional administrative authority as the Board deems necessary. The Manager shall attend all meetings of the Board and follow the Board's instructions and directions.

c. Eligibility and Employment. The person(s) serving as the Manager must be an employee of a Party at all times during that person's tenure as the Manager. The Manager shall not be considered an employee of the CISC. The Board may hire an employee of the CISC under terms written and negotiated by the Board to perform the duties of the Manager under the supervision and direction of the Board.

d. Term. The Manager's term is expected to last for two (2) years, but the actual length (whether longer or shorter) shall be determined by agreement between the Board and the Representative of the Party employing the Manager. Whether the Manager works full- or part-time on CISC matters shall be determined by agreement between the Board and the Representative of the Party employing the Manager. The Board may remove the Manager at any time and for any reason. The Representative of the Party employing the Manager may recall the Manager at any time and for any reason by giving sixty (60) days prior written notice to the Board, unless the Representative and the Board agree to other notification requirements.

e. Compensation. The Party employing the Manager shall bear the full cost of the Manager. The CISC shall not be obligated to reimburse the Party employing the Manager for the cost of the Manager. However, the Board may assess an annual fee on the Parties to reimburse the Party employing the Manager (or the CISC, if the CISC hires an employee to perform the duties of the Manager) for all or part of the costs associated with employing the Manager. As is stated in paragraph 28 of this Agreement, and consistent with that paragraph, no Party is obligated to pay any annual fees but may be denied access to the CISC or face other non-monetary penalties.

23. Additional Assistance from Assigned Employees.

a. Appointment. The Board may seek an Assigned Employee from the Parties. Upon request from the Board, any Representative may volunteer one or more Assigned Employees to work full- or part-time on behalf of the CISC. The Board may accept or decline the person volunteered to become an Assigned Employee.

b. Assigned Employees. Each Assigned Employee shall work under the supervision and direction of the Manager. Each Assigned Employee shall have the administrative authority necessary to undertake and execute the tasks and responsibilities assigned by the Manager and the Board. The Board may grant to any Assigned Employee any additional administrative authority as the Board deems necessary. An Assigned Employee shall attend meetings of the Board if and when the Board or the Manager requests that Assigned Employee's presence.

c. Eligibility and Employment. Any person serving as an Assigned Employee must be an employee of a Party at all times during that person's tenure as an Assigned Employee. The Assigned Employee shall not be considered an employee of the CISC. The Board may hire one or more full- or part-time employees of the CISC under terms written and negotiated by the Board to work under the supervision and direction of the Manager and the Board.

d. Term. The Assigned Employee's term shall be determined by agreement between the Board and the Representative of the Party employing the Assigned Employee. Whether the Assigned Employee works full- or part-time on CISC matters shall be determined by agreement between the Board and the Representative of the Party employing the Assigned Employee. The Board may remove the Assigned Employee at any time and for any reason. The Representative of the Party employing the Assigned Employee may recall the Assigned Employee at any time and for any reason by giving thirty (30) days prior written notice to the Board, unless the Representative and the Board agree to other notification requirements.

e. Compensation. The Party employing an Assigned Employee shall bear the full cost of that Assigned Employee. The CISC shall not be obligated to reimburse the Party employing the Assigned Employee for the cost of the Assigned Employee. However, the Board may assess an annual fee on the Parties to reimburse the Party employing the Assigned Employee (or the CISC, if the CISC employs an employee to perform the duties of the Assigned Employee) for all or part of the costs associated with employing the Assigned Employee. As is stated in paragraph 28 of this Agreement, and consistent

with that paragraph, no Party is obligated to pay any annual fees but may be denied access to the CISC or face other non-monetary penalties.

FINANCIAL

24. Deposits and Expenditures. All funds of the CISC shall be deposited to the credit of the CISC in an interest bearing account. No payments or withdrawals of such funds in an amount over five hundred dollars (\$500) shall be allowed without prior approval of the Board and the written authorization of two (2) Directors. Payments or withdrawals of such funds in amounts up to and including five hundred dollars (\$500) may be authorized by the Manager.

25. Fiscal Agent. The Board may request that a Party or other entity be the fiscal agent for the CISC.

26. Fiscal Year. The fiscal year of the CISC shall be January 1 through December 31 of each year.

27. No Multiple Year Fiscal Obligations. The Parties do not intend to create a multiple year fiscal obligation for any Party by virtue of this Agreement. The Parties acknowledge that any future monetary obligations of any Party are subject to sufficient appropriations by each Party and such appropriations are not guaranteed to be made.

RIGHTS OF PARTIES

28. No Duty to Pay Membership, Annual, or Other Fees. No Party shall be required by this Agreement to pay any membership, annual, or other fees or charges imposed by the Board. The sole remedy for the failure of a Party to pay any fees or charges shall be, at the Board's discretion, (a) exclusion from the CISC, (b) denial of Data and Intelligence Information sharing with other Parties through the CISC, (c) loss of any or all of the privileges and rights of a Party, (d) termination of the non-paying Party's participation in this Agreement, or (e) any combination of the foregoing as determined by the Board.

29. Voluntary Assumption of Debts. A Party may voluntarily elect to be liable, in whole or in part, for any or all of the debts, liabilities, or obligations of the CISC at the sole discretion of that Party.

30. Financial Responsibility. The CISC shall not be required to pay any Party's costs associated with acquiring or maintaining any hardware or licensed software necessary for that Party to participate in the CISC. The Board may agree to pay for expenses incurred by a Party that, in furtherance of the CISC's purposes, (a) maintains goods for use by other Parties or (b) provides services to other Parties.

31. Examination of Records. Any authorized agent of a Party, including an authorized auditor or his or her representative, has the right to access and the right to examine any pertinent fiscal books, documents, papers, and records of the CISC involving fiscal transactions for three (3) years after the date of the fiscal transaction.

32. Addition of New Parties.

a. Law Enforcement Requirement. All Parties, and any entity or agency that becomes a Party, must be governmental entities or agencies that are authorized to lawfully provide, establish, maintain, and operate law enforcement services.

b. Signatories of the MOU. All entities and agencies that signed the MOU prior to the Effective Date are vested with approval to become Parties by signing a separate signature page to this Agreement that states that the new Party agrees to the terms and conditions of this Agreement. Upon delivery of the signed signature page to the Manager, satisfaction of any conditions imposed by the Board, and payment of any CISC membership fees, if applicable, such entity or agency shall be a Party.

c. Non-Signatories of the MOU. Any entity or agency that did not sign the MOU prior to the Effective Date may become a Party by (i) gaining approval of the Board and (ii) signing a separate signature page to this Agreement that states that the new Party agrees to the terms and conditions of this Agreement. Upon delivery of the signed signature page to the Manager, satisfaction of any conditions imposed by the Board, and payment of any CISC membership fees, if applicable, such entity or agency shall be a Party.

d. CISC Membership Fee. Any entity or agency that signed the MOU prior to the Effective Date and paid a CISC membership fee at that time shall not be required to pay an additional membership fee in order to join the CISC. Any entity or agency that (i) signed the MOU prior to the Effective Date but did not pay a CISC membership fee at the time or (ii) did not sign the MOU prior to the Effective Date may be required to pay a CISC membership fee in an amount determined by the Board as a condition of becoming a Party.

33. Right to Terminate Participation. A Party may terminate its participation in this Agreement by giving written notice to the Board at least sixty (60) days prior to the date of termination, unless the Board and a specific Party have agreed on a different notice period.

GENERAL PROVISIONS

34. Amendments. This Agreement shall not be amended unless seventy-five percent (75%) of the Representatives approve such amendment in writing. The sole remedy for any Party that disagrees with any amendments is to terminate its participation in this Agreement.

35. Construction and Interpretation. The table of contents and the section and other headings and subheadings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement.

36. Duplicate Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original. The signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

37. Entire Agreement. This Agreement embodies the entire understanding and agreement among the Parties concerning the CISC and supersedes any and all prior negotiations, understandings, or agreements, including the MOU.

38. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Colorado to the extent not inconsistent with Federal law.

39. Indemnification. Without waiving the protections, limitations, and requirements of the Colorado Governmental Immunity Act in Article 10, Title 24, C.R.S., each Director, Representative, Manager, Assigned Employee, officer, agent, and volunteer shall be provided with a legal defense and indemnification as provided by that person's employer to the extent not inconsistent with Federal law.

40. Mediation. In the event of a dispute between the Parties regarding the interpretation of this Agreement or regarding any issue arising under this Agreement, the Parties hereby agree to the following mediation procedure. First, the disagreeing Parties will submit the issue to the Representatives, who will mediate the disagreement and try to devise an acceptable solution. If that process fails, the disagreeing Parties will submit the issue to the highest elected officials of each Party (e.g., the Mayor of a city or the County Commissioners of a county) who will mediate the disagreement and try to devise an acceptable solution. The highest elected official of each Party may approve a designee to mediate on behalf of that Party. The Parties agree to mediate in good faith. If any disagreeing Party requests a mediator, the disagreeing Parties shall jointly select a mediator and share the cost of the mediator equally. Decisions by the Board are not subject to mediation. This paragraph shall apply to the extent not inconsistent with Federal law.

41. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries or create a right or cause of action for the enforcement of this Agreement's terms in any entity or person not a Party to this Agreement including any agents, employees, officers, or volunteers of any Party or any entity with whom the CISC contracts.

42. Severability. In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any Party, entity, or person by a court of competent jurisdiction, (a) the remainder of this Agreement shall not be affected thereby, (b) such determination shall not affect or impair the validity or enforceability of any other provision, and (c) the remaining provisions shall be interpreted and applied so far as possible to reflect the original intent and purpose of this Agreement.

43. Term. The term of this Agreement shall be unlimited and shall extend until terminated as provided herein.

44. Termination. This Agreement may be terminated upon agreement in writing of seventy-five percent (75%) of the Representatives. Upon termination of the CISC, any monetary funds held by the CISC shall be distributed, after paying the debts and obligations of the CISC, to the Parties proportionate with the number of sworn law enforcement officers employed by each Party. Additionally, upon termination of the CISC, any non-monetary assets shall become the property of the Party in possession of those assets.

[SIGNATURE PAGES TO FOLLOW]

The City of Aurora

By: Stephen D. Hogan

Name: _____

Title: _____

Date: _____

Attest: Quinn Hapner

Name: _____

The Colorado Department of Public Safety

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

Commissioner Tighe moved that the following Resolution be adopted:

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF JEFFERSON

STATE OF COLORADO

RESOLUTION NO. CC14-207

RE: Sheriff - Intergovernmental Agreement of the Colorado Information Sharing Consortium

Resolved that the Board of County Commissioners hereby approves an Intergovernmental Agreement with the Adams County Sheriff's Office, the Arapahoe County Sheriff's Office, the City of Arurora, the Colorado Department of Public Safety, the City of Colorado Springs, the City of Commerce City, the City and County of Denver, the Douglas County Sheriff's Office, the City of Grand Junction, Mesa County, and other future agencies to create a separate legal entity called the Colorado Information Sharing Consortium for the purpose of sharing law enforcement information.

Commissioner Rosier seconded the adoption of the foregoing Resolution. The roll having been called, the vote was as follows:


Commissioner Casey Tighe	Aye
Commissioner Donald Rosier	Aye
Commissioner Faye Griffin, Chairman	Aye

The Resolution was adopted by unanimous vote of the Board of County Commissioners of the County of Jefferson, State of Colorado.

Dated: May 20, 2014

M E M O R A N D U M

TO: Honorable Chairman and Members of the Board of County Commissioners

FROM:  Ralph Schell, County Administrator

RE: Intergovernmental Agreement of the Colorado Information Sharing Consortium

DATE: May 20, 2014

Staff Recommendation: That the Jefferson County Board of Commissioners approves an Intergovernmental Agreement with the Adams County Sheriff's Office, the Arapahoe County Sheriff's Office, the City of Arurora, the Colorado Department of Public Safety, the City of Colorado Springs, the City of Commerce City, the City and County of Denver, the Douglas County Sheriff's Office, the City of Grand Junction, Mesa County, and other future agencies to create a separate legal entity called the Colorado Information Sharing Consortium for the purpose of sharing law enforcement information.

Resolution No. **CC 14 - 207**

Background:

The parties to this IGA previously entered into a nonbinding memorandum of understanding to develop the statewide Colorado Information Sharing Consortium (the "CISC") with the purpose of sharing law enforcement information via software products.

BCC Briefing Presented on: May 13, 2014

Prepared by: Chief Patricia Woodin, JCSO

Distribution

Original returned to: Patricia Woodin, JCSO

Copies to: David Wunderlich, Assistant County Attorney

BCC HEARING ROUTING FORM (non-purchasing items)

Contacts: Originating Division and Contact: Investigations/Chief Woodin Phone: 303.271.5581
 County Attorney Contact: David Wunderlich Phone: 303.271.8939

Item Title:

ROUTING					
O R D E R	Division	Authorized Signatures	Date Rec'd	Date Fw'd	Comments
		Name/Initials			
	Business Office	Robin Bryant <i>[Signature]</i>	4/29/14	4/29/14	
	Division Director	Tina Davros <i>[Signature]</i>	4/29/14	4/29/14	
	Budget	N/a			
	Department Director	Chief Woodin <i>[Signature]</i>	4/29/14	4/29/14	
	Elected Official	Ted Mink <i>[Signature]</i>	4-29-14	4-29-14	
	County Attorney	David Wunderlich <i>[Signature]</i>	4/29/14	4/29/14	
	BCC Agenda Coordinator				

The City of Grand Junction

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The Board of County Commissioners of the County of Jefferson

By: 

Name: Faye Griffin

Title: Chairman, Board of County Commissioners

Date: 5/20/14

Attest: 

Name: Teri Schmaedecke

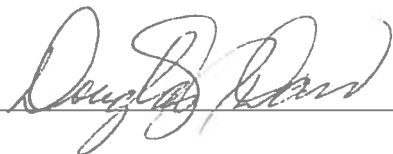
Approved as to form:


ASSISTANT COUNTY ATTORNEY



IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

The Adams County Sheriff's Office

By: 

Name: Doug Darr

Title: Adams County Sheriff

Date: April 14, 2014

Attest: _____

Name: _____

The Arapahoe County Sheriff's Office

By: _____

Name: David C. Walcher

Title: Arapahoe County Sheriff

Date: _____

Attest: _____

Name: _____

**SEPARATE SIGNATURE PAGE
TO THE
INTERGOVERNMENTAL AGREEMENT
OF THE
COLORADO INFORMATION SHARING CONSORTIUM**

By signing this separate signature page to the Intergovernmental Agreement of the Colorado Information Sharing Consortium (the "Agreement"), the undersigned agrees to be bound by the terms and conditions of the Agreement. Consistent with paragraph 32 of the Agreement, upon delivery of this signed signature page to the Manager of the CISC, satisfaction of any conditions imposed by the Board, if applicable, and payment of any CISC membership fees, if applicable, the undersigned shall be a Party to the Agreement with all the rights and responsibilities thereunder. This signature page shall be appended to the Agreement and shall become part of the Agreement as of the date listed below.

Name of Entity: Arapahoe County Sheriff's Office

By:

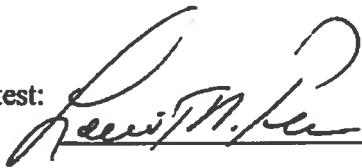


Name: David C. Walcher

Title: Sheriff

Date: April 2, 2014

Attest:



Name: Louie M. Perea

The City of Aurora

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The Colorado Department of Public Safety

By: Kathy E. Sasak

Name: Kathy E. Sasak

Title: Interim Executive Director

Date: April 7, 2014

Attest: Karl W. Wilmes

Name: Karl W. Wilmes

The City of Colorado Springs

By: 

Name: Keith King

Title: City Council President

Date: 4/23/14

Attest: 

Name: Sarah B. Johnson, City Clerk

The City of Commerce City

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The City of Colorado Springs

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The City of Commerce City

By: Brian K. McBroom

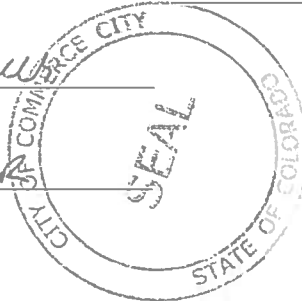
Name: Brian K. McBroom

Title: City Manager

Date: 3.10.14

Attest: Laura L. Bauer

Name: Laura L. Bauer



The City and County of Denver

By: [Signature]

Name: Robert C. White

Title: Chief of Police

Date: 3/5/2014

Attest: [Signature]

Name: MARY BETH KLEE, DEPUTY CHIEF of Police

The Board of County Commissioners of the County of Douglas

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The City and County of Denver

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The Douglas County Sheriff's Office

By: 

Name: David Weaver _____

Title: Douglas County Sheriff _____

Date: 5/14/14 _____

Attest: _____

Name: _____

The City of Grand Junction

By: Rich Englehart

Name: [Signature]

Title: City Manager

Date: 3/20/14

Attest: Mary Sparks, Sr. Admin Asst.

Name: Mary Sparks

The Board of County Commissioners of the County of Jefferson

By: _____

Name: _____

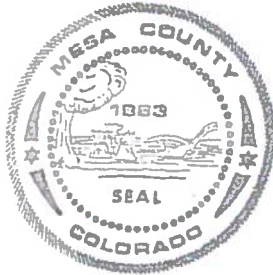
Title: _____

Date: _____

Attest: _____

Name: _____

The Board of County Commissioners of the County of Mesa



By: John Justman

Name: John JUSTMAN

Title: Chair

Date: 3-24-14

Attest: Sheila Reiser, by
Scott Westerman

Name: Sheila Reiser

**SEPARATE SIGNATURE PAGE
TO THE
INTERGOVERNMENTAL AGREEMENT
OF THE
COLORADO INFORMATION SHARING CONSORTIUM**

By signing this separate signature page to the Intergovernmental Agreement of the Colorado Information Sharing Consortium (the “Agreement”), the undersigned agrees to be bound by the terms and conditions of the Agreement. Consistent with paragraph 32 of the Agreement, upon delivery of this signed signature page to the Manager of the CISC, satisfaction of any conditions imposed by the Board, if applicable, and payment of any CISC membership fees, if applicable, the undersigned shall be a Party to the Agreement with all the rights and responsibilities thereunder. This signature page shall be appended to the Agreement and shall become part of the Agreement as of the date listed below.

Name of Entity: [Click here to enter text.](#)

By:

Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Date: [Click here to enter text.](#)

Attest:

Name: [Click here to enter text.](#)



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Jim Horsley, Project Engineer
Eric Heil, Town Attorney
Meeting Date: September 13, 2016
Agenda Topic: Resolution No. 16-24, Approving Permanent Drainage Easement for Lot #33 for the Metcalf Road Bicycle Climbing Lane Construction Project

ACTION BEFORE COUNCIL

Review and approve Resolution No. 16-24, Approving Permanent Drainage Easement for Lot #33 for the Metcalf Road Bicycle Climbing Lane Construction Project.

PROPOSED MOTION

I move to approve Resolution No. 16-24, Approving Permanent Drainage Easement for Lot #33 for the Metcalf Road Bicycle Climbing Lane Construction Project.

DISCUSSION

The Metcalf Road Bicycle Climbing Lane Project consists of road widening to accommodate a 4' to 6' wide bicycle climbing lane in the uphill lane between Nottingham Road and Wildwood Road. Also included in the project are drainage improvements through the commercial area on the lower east side and an asphalt overlay. The attached easement agreement allows the Town the right of access to property to repair and maintain underground and aboveground drainage facilities. Drainage facilities initially planned to be constructed within the existing Town right-of-way were rerouted through a portion of Lot #33 due to substantial utility conflict. The Town Attorney has reviewed and approved the Agreement.

ATTACHMENTS:

Resolution No. 16-24



RESOLUTION NO. 16-24
APPROVING PERMANENT DRAINAGE EASEMENT FOR LOT 33

WHEREAS, the Avon Town Council has determined that the construction of a bike climbing lane on Metcalf Road and the construction of related drainage improvements will improve the public safety of Metcalf Road and will promote the goals of the Avon Comprehensive Plan;

WHEREAS, the construction project will require a permanent easement and Section 2.1 of the Avon Home Rule Charter provides that the Town Council may acquire real property interests and Colorado Revised Statutes section 31-15-101(1)(d) provides that municipalities may acquire and hold real property; and

WHEREAS, the Town Council finds that approval of the attached Easement Agreement will promote the health, safety, prosperity, convenience and general welfare of the Avon community by facilitating the construction of the Metcalf Road Bike Climbing Lane and valuable drainage improvements.

NOW THEREFORE, the Avon Town Council, hereby **RESOLVES** to approve the Easement Agreement for Lot 33, Block 1, Benchmark at Beaver Creek, Amendment 4, Avon, Colorado with Beck Family Partnership, Ltd. which Easement Agreement is attached hereto as **Exhibit A**.

ADOPTED September 13, 2016 by the AVON TOWN COUNCIL

By: _____
Jennie Fancher, Mayor

Attest: _____
Debbie Hoppe, Town Clerk

AFTER RECORDING RETURN TO:

Thomas M. List, Esq.
 Moye White LLP
 16 Market Square, 6th Floor
 1400 16th Street
 Denver, CO 80202

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Easement Agreement”) is made this 13th day of September, 2016 between Beck Family Partnership, Ltd., a Colorado limited partnership (“Owner”), whose address is PO Box 4030, Vail, Colorado 81658, and the Town of Avon, a Colorado home rule municipal corporation (“Town”), whose address is P.O. Box 975, Avon, Colorado 81620.

WITNESSETH:

1. That for and in consideration of the covenants and agreements herein set forth, the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration in hand paid by the Town to the Owner, the receipt and adequacy of which is hereby acknowledged, the Owner hereby grants, sells and conveys to the Town, its successors and assigns, a non-exclusive perpetual easement and right-of-way (“Easement”) upon a portion of the land legally described as Lot 33, Block 1, Benchmark at Beaver Creek, Amendment 4 (“Owner Parcel”), and comprised of approximately 1,452 square feet of land being more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (the “Easement Parcel”) to construct, install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time, public roadway improvements, including all underground, surface and streetscape appurtenances thereto, and to improve and maintain a suitable slope or grade, together with a right-of-way for access on, along, and in all of the described Easement across those certain lands which are situate in the Town of Avon, County of Eagle, State of Colorado. Other than the right to construct, maintain and repair drainage improvements pursuant to the terms and conditions of this Easement Agreement, this Easement Agreement is not intended to benefit the general public and shall not be construed as creating rights in and for the benefit of the general public, nor shall it be construed to be a dedication to the general public or for the public use.

2. The Owner further grants to the Town:

(a) The right from time to time to enlarge, improve, reconstruct, relocate and replace any improvements, slopes and grades, or other structures constructed hereunder with any other number or type of utility facilities, slopes and grades, or other structures either in

the original location or at any alternate location or locations all of which shall be entirely within the Easement Parcel; provided that such enlargement, improvement, reconstruction, relocation and replacement as aforesaid shall not in any manner interfere with the use by Owner of the Owner Parcel.

(b) the right to grant licenses and franchises within the Easement Parcel to common utility providers in a similar manner and subject to similar terms, conditions and standards that the Town may grant to utility providers in other Town right-of-ways, provided, however, Town shall provide to Owner written notice and a copy of any such license or franchise agreement for the Easement Parcel;

(c) the right to conduct all activities within the Easement Parcel which a municipality may lawfully conduct within public right-of-ways, including, but not limited to, enforcement of municipal traffic code and parking code provisions and application of street access standards; and

(d) the right to mark the location of the Easement Parcel by suitable markers set in the ground; provided that permanent markers shall be placed in locations which will not interfere with any use Owner shall make of the Owner Parcel.

3. Owner reserves the right to use the Owner Parcel and the Easement Parcel for purposes which will not interfere with Town's full enjoyment of the rights hereby granted. The parties further agree that the Owner's use of the Easement Parcel shall be subject to the following restrictions and conditions:

(a) Owner shall not erect or construct any building or other permanent structure, or drill or operate any well, or construct any permanent obstruction, or subtract from or add substantially to the ground level, or allow the installation of utilities not already in place, in the Easement Parcel without obtaining the specific written permission of the Town, which permission shall not be unreasonably withheld, conditioned or delayed.

(b) Owner shall take no action which would impair or in any way modify the earth cover over, or the lateral, or subjacent support for the aforementioned improvements and appurtenances within the Easement Parcel without obtaining the specific written permission of the Town, which permission shall not be unreasonably withheld, conditioned or delayed.

(c) Owner shall take no action nor shall otherwise knowingly permit any activity, event, or permanent or temporary structure which interferes with the movement of pedestrian, non-motorized or vehicular traffic, emergency vehicle access, access for maintenance or inspection, and other lawful purposes within the Easement Parcel in

which the Town may use right-of-ways generally.

4. Town agrees that plans for construction of any improvements within the Easement Parcel will be provided to Owner prior to commencement of construction. Town shall tender payment in the amount of Ten Dollars (\$10.00) as the stated monetary consideration above along with tendering the written notice of commencement of construction and reimbursement to Owner of attorney's fees incurred in negotiating this Easement Agreement in the sum of Two Thousand Six Hundred Dollars (\$2,600.00). In the event that Owner seeks improvements to the remainder of the Property during the term which conflict with the terms of this Easement Agreement, Town agrees to consider modifications to this Easement Agreement that accommodate Owner's desire to improve the Property while allowing the Town to use the Easement Parcel to construct the improvements described above pursuant to the terms of this Easement Agreement. To the fullest extent permitted by law, Town will indemnify, defend and hold Owner harmless from all causes of action, claims, suits, judgments, losses, actual damages and costs (including without limitation reasonable attorneys' fees) incurred by the Owner or then current owners of the fee title to the Owner Property as a result of the use of the Easement Parcel by the Town, its officers, employees, contractors, agents or invitees or any other person and/or the negligence or willful misconduct on the part of Town, its officers, employees, contractors, agents or invitees in carrying out the obligations of the Town under this Easement Agreement. This indemnification provision shall survive termination or expiration of this Easement Agreement. Except as otherwise provided herein, nothing in this Easement Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes. The Town covenants that neither it nor its employees, agents, contractors or representatives shall dispose of, generate, manufacture, release or store environmentally hazardous substances on or about the Easement Parcel.

5. The Town, its employees, agents, contractors and representatives, shall be prohibited from taking any action or omission that subjects the Easement Parcel to liens of any kind, including, but not limited to, construction, mechanic's or materialmen's liens (collectively, "Liens"). In the event the Easement Parcel or the balance of the Owner Parcel becomes subject to any such Liens directly or indirectly through the action or inaction of the Town, its employees, agents, contractors, or representatives, the Town shall discharge and bond off any such Liens within five (5) days of the imposition of any such Liens, and the failure to do so shall permit Owner to pursue all of its rights and remedies under this Easement Agreement, at law, or equity.

6. The Town shall insure the Easement Parcel and include the same in its commercial general liability policies, which policies shall be maintained in commercially reasonable amounts. Owner shall be named as an additional insured and Town shall deliver to

Owner the certificate of insurance naming Owner as an additional insured not less frequently than annually.

7. The parties agree that neither party has made or authorized any agreement with respect to this Easement Agreement other than as expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.

8. Owner, for itself, its successors and assigns, does covenant, grant, bargain, and agree to and with the Town, its heirs and assigns, that at the time of the unsealing and delivery of these presentments, Owner is well seized of the Easement above conveyed, has good and marketable title in fee simple to the Easement Parcel, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, subject to any easements, liens, claims, reservations, covenants, conditions and restrictions of public record or which are obvious from a physical inspection of the Easement Parcel.

9. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

10. The Owner or then current owners of the fee title to the Owner Property shall, at all times during the term of this Easement Agreement, have the right to mortgage or encumber that portion of the Easement Parcel which it owns, as well as all of its right, title and interest hereunder, in favor of and as additional security to the holder of a mortgage or deed of trust relating to the Owner Property; provided, however, that the Easement Parcel shall not be impaired by any foreclosure or deed in lieu of foreclosure of such security interest relating to the Owner Property.

11. The term of this Easement Agreement shall be perpetual; provided, however, this Easement Agreement shall terminate in its entirety and shall be of no further force or effect upon (i) the recording of a written termination of this Easement Agreement signed by the Town and the Owner or then current owners of the fee title to the Owner Property, (ii) a breach by Town of the terms and conditions of this Easement Agreement (beyond notice and reasonable cure period), or (iii) Town shall abandon the Easement Parcel. Upon such termination, the Easement Parcel will revert to the Owner or then current owners of the fee title to the Owner Property.

12. The parties agree that this Easement Agreement shall be duly recorded in the office of the Clerk and Recorder of Eagle County, State of Colorado.

13. The parties agree that this Easement Agreement contains the entire understanding

and agreement between the parties and cannot be amended, modified or supplemented in any way, except by written agreement executed by all parties, or the applicable successors and assigns, and duly recorded in the office of the Clerk and Recorder of Eagle County, State of Colorado.

14. If any provision of this Easement Agreement shall be held invalid, illegal or unenforceable, it shall not affect or impair the validity, legality, or enforceability of any other provision of this Easement Agreement, and there shall be substituted for the affected provision(s) a valid and enforceable provision(s) as similar as possible to the affected provision(s).

15. This Easement Agreement shall be governed by the laws of the State of Colorado.

16. In the event any party commences any action or proceeding against any other party in order to enforce the provisions hereof, such party's remedies shall be limited to injunctive relief and damages for the alleged breach of any of the provisions hereof, and neither party shall have the right to terminate this Easement Agreement, except as set forth in Section 11, above. The prevailing party in any such action (as may be specifically determined by a court of competent jurisdiction) shall be entitled to recover, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including reasonable attorneys' fees.

17. This Easement Agreement may be executed in counterparts with the same effect as if all the parties had executed the same instrument.

18. Any notice required or permitted to be given hereunder must be in writing and may be given by personal delivery (including delivery by nationally recognized overnight courier or express mailing service), or by registered or certified mail, postage prepaid, return receipt requested, addressed to Owner at the address(es) designated below, or to the Town at the address(es) designated below. Either party may, by written notice to the other, specify a different address for notice purposes. Notice given in the foregoing manner shall be deemed given (i) upon confirmed transmission if sent by facsimile transmission, provided such transmission is prior to 5:00 p.m. on a business day (if such transmission is after 5:00 p.m. on a business day or is on a non-business day, such notice will be deemed given on the following business day), (ii) when actually received or refused by the party to whom sent if delivered by a carrier or personally served or (iii) if mailed, on the day of actual delivery or refusal as shown by the certified mail return receipt or the expiration of three (3) business days after the day of mailing, whichever first occurs.

If to Owner: Beck Family Partnership, Ltd.
Attn: Andy Beck
P.O. Box 4030

Vail, Colorado 81658

with simultaneous
copies to:

Moye White LLP
Attn: Thomas M. List, Esq.
16 Market Square, 6th Floor
1400 16th Street
Denver, CO 80202

If to Town: Town of Avon
One Lake Street
P.O. Box 975
Avon, CO 81620
Attn: Town Engineer

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have set their hands hereto on the day and year first above written.

BECK FAMILY PARTNERSHIP, LTD.
a Colorado limited partnership

By: _____
Its: _____

STATE OF _____ }

} ss.

COUNTY OF _____ }

Subscribed and sworn to before me this _____ day of _____, 2016, by
_____ as _____ [Title].

Witness my hand and official seal. My commission expires: _____

Notary Public

TOWN OF AVON

By: _____
Jennie Fancher, Mayor

ATTEST:

Debbie Hoppe, Town Clerk

STATE OF COLORADO }
 } ss.
COUNTY OF EAGLE }

The foregoing document was subscribed and sworn to before me this _____
day of _____, 2016, by Jennie Fancher as Mayor and Debbie Hoppe as Town Clerk of the
Town of Avon.

Witness my hand and seal. My commission expires: _____

Notary Public



TOWN OF AVON, COLORADO
AVON MEETING MINUTES FOR TUESDAY, AUGUST 23, 2016
AVON TOWN HALL, ONE LAKE STREET

1. A CALL TO ORDER & ROLL CALL

Mayor Fancher called the meeting to order at 5:03 p.m. A roll call was taken and Council members present were Sarah Smith Hymes, Megan Burch, Scott Prince, Buz Reynolds, and Matt Gennett. Mayor Pro Tem Jake Wolf was absent. Also present were Town Manager Virginia Egger, Town Attorney Eric Heil, Police Chief Greg Daly, HR Director Lance Richards, Fleet Director Rego Omerigic, Recreation Director John Curutchet, Assistant Town Manager Scott Wright, Executive Assistant to the Town Manager Preston Neill, and Deputy Town Clerk Brenda Torres.

2. APPROVAL OF AGENDA

There were no changes to the agenda.

Mayor Pro Tem Jake Wolf arrived at 5:52 p.m.

3. PUBLIC COMMENT

Leslie Rubis, Kara High, Amy Hunter and Ruth Stanley commented.

4. WORK SESSION

START TIME: 00:19:19

4.1. REVIEW AND DIRECTION ON REVENUE PROJECTIONS FOR THE 2017-18 BUDGET AND ALLOCATION TARGET OF UP TO \$205,000 FOR COMMUNITY GRANTS (ASSISTANT TOWN MANAGER SCOTT WRIGHT & EXECUTIVE ASSISTANT TO THE TOWN MANAGER PRESTON NEILL).

Councilor Sarah Smith Hymes moved to allocate up to \$205,000 for community grant funding that the Ad Hoc Review Committee's funding recommendations shall not exceed; Councilor Burch seconded the motion and it passed unanimously by those present.

4.2. REVIEW OF 2017 COMPENSATION PROGRAM, INCLUDING PERSONNEL SALARIES AND HEALTH CARE RESERVES AND PREMIUMS

(ASSISTANT TOWN MANAGER SCOTT WRIGHT & HUMAN RESOURCES DIRECTOR LANCE RICHARDS)

5. ACTION ITEMS –CONSENT AGENDA

START TIME: 01:50:58

5.1. APPROVAL OF RESOLUTION 16-22 SUPPORTING THE GRANT APPLICATION FOR A LOCAL PARKS AND OUTDOOR RECREATION GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND AND CERTIFYING MATCHING FUNDS FROM THE CAPITAL PROJECTS FUND FOR THE CONSTRUCTION OF DESTINATION JUMP, SPLASH, LEARN – A NEW PLAYGROUND IN AVON, COLORADO (RECREATION DIRECTOR JOHN CURUTCHET)

5.2. APPROVAL OF THE AUGUST 9, 2016 MINUTES (TOWN CLERK DEBBIE HOPPE)

Councilor Reynolds moved to approve the consent agenda items; Councilor Gennett seconded the motion and it passed unanimously by those present.



TOWN OF AVON, COLORADO
AVON MEETING MINUTES FOR TUESDAY, AUGUST 23, 2016
AVON TOWN HALL, ONE LAKE STREET

6. WRITTEN REPORTS

- 6.1. MONTHLY FINANCIALS REPORT (BUDGET ANALYST KELLY HUITT)
- 6.2. GIFT REPORTING – 2016 BEAVER CREEK RODEO GIFT BAGS
(EXECUTIVE ASSISTANT TO THE TOWN MANAGER PRESTON NEILL)

7. COMMITTEE MEETING UPDATES: COUNCILORS AND MAYOR

8. MAYOR & COUNCIL COMMENTS

9. TOWN MANAGER UPDATE

10. EXECUTIVE SESSION FOR THE FOLLOWING PURPOSES:

- 10.1 EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING THE PURCHASE, ACQUISITION, LEASE, TRANSFER, OR SALE OF REAL, PERSONAL, OR OTHER PROPERTY INTEREST UNDER C.R.S. §24-6-402(2)(A) AND TO DETERMINE 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) CONCERNING CONSERVATION OF CERTAIN TOWN OWNED PROPERTY
- 10.2 EXECUTIVE SESSION FOR THE PURPOSE OF RECEIVING LEGAL ADVICE UNDER C.R.S. §24-6-402(2)(B) AND TO DETERMINE 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) CONCERNING EAGLEBEND AFFORDABLE HOUSING
- 10.3 EXECUTIVE SESSION 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) IN REGARDS TO A PUBLIC-PRIVATE PARTNERSHIP
- 10.4 EXECUTIVE SESSION 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) IN REGARDS TO EVENT FUNDING

Council convened into Executive Session at 7:29 p.m.

Executive Session ended at 9:44 p.m.

Council reconvened into regular session at 9:44 p.m.

10. ADJOURNMENT

There being no further business to come before the Council, the regular meeting adjourned at 9:45 p.m.



TOWN OF AVON, COLORADO
AVON MEETING MINUTES FOR TUESDAY, AUGUST 23, 2016
AVON TOWN HALL, ONE LAKE STREET

RESPECTFULLY SUBMITTED:

Brenda Torres, Deputy 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: Lance J. Richards, Human Resources Director
Meeting Date: September 13, 2016
Agenda Topic: Swearing In and Badge Pinning Ceremony for Greg Daly as Chief of Police

SUMMARY

Tonight we will join Greg Daly, his family and the First Responder Community as Greg takes his oath as Avon's new Chief of Police and receives his insignia.

It is a long-standing tradition in the First Responder Community that a Badging Ceremony is held upon completion of Police or Fire Academy, and then upon subsequent promotions. The badge and stars which a Chief of Police wears are the visible signs of his or her role, responsibilities and authority in the community.

Traditionally, the mayor explains the individual's background to the assembled guests. The promoted official is sworn into his or her new position, and then a person chosen by the individual is asked to pin the badge and stars onto the individuals' uniform.

Mayor Fancher will preside over the swearing-in. The Oath of Office, per Avon Ordinances, will be administered by the Town Clerk, Debbie Hoppe. Chief Daly will have his badge pinned on his uniform by his wife Gillian, and his Chief's stars pinned on him by his two children.

Additionally, please note that we expect to have guests from our First Responder Community attend as well. Photos will follow the swearing in.