



**TOWN OF AVON, COLORADO**  
**TOWN OF AVON MEETINGS FOR TUESDAY, DECEMBER 13, 2016**  
**AVON LIQUOR AUTHORITY MEETING BEGINS AT 5:00 PM**  
**AVON TOWN COUNCIL REGULAR MEETING BEGINS AT 5:05 PM**  
**AVON URBAN RENEWAL AUTHORITY MEETING BEGINS AT 6:05 PM**  
AVON TOWN HALL, ONE LAKE STREET

**OFFICIAL TOWN OF AVON COUNCIL PHOTOS**

**4:00 P.M. – COUNCIL CHAMBERS**

**AVON LIQUOR LICENSING AUTHORITY MEETING BEGINS AT 5:00 PM (SEE SEPARATE AGENDA PAGE 3)**  
**AVON TOWN COUNCIL REGULAR MEETING BEGINS AT 5:05 PM (SEE AGENDA BELOW)**  
**AVON URBAN RENEWAL AUTHORITY MEETING BEGINS AT 6:35 PM (SEE SEPARATE AGENDA PAGE 4)**

- 1. CALL TO ORDER & ROLL CALL**
- 2. APPROVAL OF AGENDA**
- 3. PUBLIC COMMENT – COMMENTS ARE WELCOME ON ITEMS NOT LISTED ON THE FOLLOWING AGENDA**
- 4. ACTION ITEMS**
  - 4.1. **PUBLIC HEARING** AND ACTION ON FINDINGS OF FACT AND RECORD OF DECISION FOR MAJOR DEVELOPMENT PLAN AND ALTERNATIVE EQUIVALENT COMPLIANCE APPLICATIONS FOR AVON HOTEL ON LOT B CONTINUED FROM THE DECEMBER 5, 2016 TOWN COUNCIL SPECIAL MEETING (PLANNING DIRECTOR MATT PIELSTICKER)
  - 4.2. ACTION ON RESOLUTION 16-39 PROVIDING FUNDING TO TREADSTONE DEVELOPMENT LLC FOR THE CONSTRUCTION OF CERTAIN LANDSCAPING AND UTILITY IMPROVEMENTS FOR THE AVON HOTEL (PLANNING DIRECTOR MATT PIELSTICKER)
- 5. MOTION TO CONTINUE REGULAR MEETING FOR A MEETING OF THE URBAN RENEWAL AUTHORITY**
- 6. CALL TO ORDER & ROLL CALL OF THE CONTINUED REGULAR MEETING**
- 7. ACTION ITEMS**
  - 7.1. ACTION ON RESOLUTION 16-34, CONCERNING THE AVON URBAN RENEWAL AUTHORITY'S SERIES 2017 TAX INCREMENT BONDS, AUTHORIZING THE TOWN MANAGER TO REQUEST THE TOWN COUNCIL FUND ANY DEFICIENCIES IN THE BOND ACCOUNT PLEDGED TO THE PAYMENT OF SUCH BONDS, AND AUTHORIZING THE 2017 COOPERATION AGREEMENT (ASSISTANT TOWN MANAGER SCOTT WRIGHT)
  - 7.2. ACTION ON RESOLUTION 16-35, LEVYING GENERAL PROPERTY TAXES FOR THE TOWN OF AVON FOR THE 2017 BUDGET YEAR (ASSISTANT TOWN MANAGER SCOTT WRIGHT)
  - 7.3. ACTION ON RESOLUTION 16-36, LEVYING GENERAL PROPERTY TAXES FOR THE AVON GENERAL IMPROVEMENT DISTRICT NO. 1 FOR THE 2017 BUDGET YEAR (ASSISTANT TOWN MANAGER SCOTT WRIGHT)
  - 7.4. ACTION ON RESOLUTION 16-33, TOWN OF AVON CIVIL LIBERTIES PROTECTION (MAYOR JENNIE FANCHER)
  - 7.5. ACTION ON RESOLUTION 16-38, TO ADOPT THE CLIMATE ACTION PLAN FOR THE EAGLE COUNTY COMMUNITY (MAYOR PRO TEM SARAH SMITH HYMES)
  - 7.6. APPROVAL OF 2017 REGULAR MEETING SCHEDULE (TOWN CLERK DEBBIE HOPPE)
  - 7.7. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES (EXECUTIVE ASSISTANT TO THE TOWN MANAGER PRESTON NEILL)



**TOWN OF AVON MEETINGS FOR TUESDAY, DECEMBER 13, 2016**  
**AVON LIQUOR AUTHORITY MEETING BEGINS AT 5:00 PM**  
**AVON TOWN COUNCIL REGULAR MEETING BEGINS AT 5:05 PM**  
**AVON URBAN RENEWAL AUTHORITY MEETING BEGINS AT 6:05 PM**  
AVON TOWN HALL, ONE LAKE STREET

---

**8. CONSENT AGENDA**

- 8.1. APPROVAL OF McMAHAN AND ASSOCIATES 2016 AUDIT ENGAGEMENT LETTER  
(ASSISTANT TOWN MANAGER SCOTT WRIGHT)
- 8.2. APPROVAL TO APPROPRIATE FUNDS TO REPAIR AVON REGIONAL TRANSIT FACILITY GARAGE DOORS AND HVAC REPAIRS FROM THE 2016 GENERAL FUND CONTINGENCY LINE ITEM  
(TOWN ENGINEER JUSTIN HILDRETH)
- 8.3. APPROVAL OF RESOLUTION 16-31, APPROVING A GAS LINE EASEMENT FOR XCEL ENERGY ON TRACT G  
(TOWN ENGINEER JUSTIN HILDRETH)
- 8.4. APPROVAL OF FUNDING REQUEST FOR THE ADOPT-A-TRAIL PROGRAM FROM THE 2017 GENERAL FUND CONTINGENCY LINE ITEM (MAYOR JENNIE FANCHER)
- 8.5. APPROVAL OF THE APPOINTMENT OF THE MEMBERS TO THE HISTORIC PRESERVATION ADVISORY BOARD  
(MAYOR JENNIE FANCHER)
- 8.6. APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF EAGLE, STATE OF COLORADO, AND THE TOWN OF AVON FOR THE PROVISION OF ANIMAL SERVICES (POLICE CHIEF GREG DALY)
- 8.7. APPROVAL OF MEMBER AGENCY JOINDER AGREEMENT TO THE SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE (POLICE CHIEF GREG DALY)
- 8.8. APPROVAL OF THE COLORADO INFORMATION SHARING CONSORTIUM PAYMENT INTERGOVERNMENTAL AGREEMENT (POLICE CHIEF GREG DALY)
- 8.9. APPROVAL OF THE NOVEMBER 15, 2016 REGULAR MEETING MINUTES (TOWN CLERK DEBBIE HOPPE)
- 8.10. APPROVAL OF THE NOVEMBER 17, 2016 SPECIAL MEETING MINUTES (TOWN CLERK DEBBIE HOPPE)
- 8.11. APPROVAL OF THE DECEMBER 5, 2016 SPECIAL MEETING MINUTES (TOWN CLERK DEBBIE HOPPE)

**9. WRITTEN REPORTS**

- 9.1. GIFT REPORTING – BEAVER CREEK PARKING PASSES & BIRDS OF PREY GIFT BAGS  
(EXECUTIVE ASSISTANT TO THE TOWN MANAGER PRESTON NEILL)

**10. COMMITTEE MEETING UPDATES: COUNCILORS AND MAYOR**

**11. MAYOR & COUNCIL COMMENTS**

**12. TOWN MANAGER UPDATE**

- 13. 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) AS WELL AS A CONFERENCE WITH THE TOWN ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE UNDER C.R.S. §24-6-402(2)(B) CONCERNING NEGOTIATIONS REGARDING A DEED OF EASEMENT – NORTHSIDE PARCELS

---

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](mailto:DHOPPE@AVON.ORG) WITH ANY SPECIAL REQUESTS.



**TOWN OF AVON MEETINGS FOR TUESDAY, DECEMBER 13, 2016**  
**AVON LIQUOR AUTHORITY MEETING BEGINS AT 5:00 PM**  
**AVON TOWN COUNCIL REGULAR MEETING BEGINS AT 5:05 PM**  
**AVON URBAN RENEWAL AUTHORITY MEETING BEGINS AT 6:05 PM**  
AVON TOWN HALL, ONE LAKE STREET

---

**14. ACTION ITEMS**

- 14.1. ACTION ON RESOLUTION 16-37, PROVIDING A DEED OF CONSERVATION EASEMENT – AVON NORTHSIDE PARCELS (TOWN ATTORNEY ERIC HEIL)
- 14.2. ACTION ON A CONSENT AND SUBORDINATION AGREEMENT AS IT PERTAINS TO A DEED OF CONSERVATION EASEMENT – LOT 1B, BUCK CREEK SUBDIVISION (TOWN ATTORNEY ERIC HEIL)

**15. ADJOURNMENT**

---

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](mailto:DHOPPE@AVON.ORG) WITH ANY SPECIAL REQUESTS.



**TOWN OF AVON MEETINGS FOR TUESDAY, DECEMBER 13, 2016**  
**AVON LIQUOR AUTHORITY MEETING BEGINS AT 5:00 PM**  
AVON TOWN HALL, ONE LAKE STREET

---

- 1. CALL TO ORDER AND ROLL CALL**
- 2. APPROVAL OF AGENDA**
- 3. PUBLIC COMMENT – COMMENTS ARE WELCOME ON ITEMS NOT LISTED ON THE FOLLOWING AGENDA**
- 4. REPORT OF CHANGES- CORPORATION MASTER FILE**
  - 4.1. APPLICANT: DILLON COMPANIES, INC. D/B/A CITY MARKET No. 26  
LOCATION: 72 BEAVER CREEK PLACE  
MANAGER: JEFF GENTILINI
  
  - 4.2. APPLICANT: AVON PROPERTIES LEASING, LLC D/B/A VILLAGE WAREHOUSE WINES  
LOCATION: 101 FAWCETT DRIVE  
MANAGER: PETER A. CUCCIA
- 5. RENEWAL OF LIQUOR LICENSES**
  - 5.1. APPLICANT: COLUMBINE BAKERY, INC. D/B/A COLUMBINE BAKERY  
LOCATION: 51 BEAVER CREEK PLACE  
TYPE: HOTEL AND RESTAURANT LICENSE  
MANAGER: DANIEL NIEDERHAUSER
- 6. MINUTES FROM NOVEMBER 15, 2016**
- 7. ADJOURNMENT**

---

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](mailto:DHOPPE@AVON.ORG) WITH ANY SPECIAL REQUESTS.



**TOWN OF AVON MEETINGS FOR TUESDAY, DECEMBER 13, 2016**  
**AVON URBAN RENEWAL AUTHORITY MEETING BEGINS AT 6:05 PM**  
AVON TOWN HALL, ONE LAKE STREET

---

- 1. CALL TO ORDER & ROLL CALL**
- 2. APPROVAL OF AGENDA**
- 3. PUBLIC COMMENT – COMMENTS ARE WELCOME ON ITEMS NOT LISTED ON THE FOLLOWING AGENDA**
- 4. ACTION ITEM**
  - 4.1. ACTION ON RESOLUTION 16-04, A RESOLUTION AUTHORIZING THE ISSUANCE OF THE AVON URBAN RENEWAL AUTHORITY TAX INCREMENT REVENUE BONDS, SERIES 2017 (AVON URA TREASURER SCOTT WRIGHT)
  - 4.2. ACTION ON RESOLUTION 16 – 05, A RESOLUTION EXPRESSING THE INTENT OF THE BOARD TO BE REIMBURSED FOR CERTAIN EXPENSES RELATING TO THE FINANCING OF TOWN HALL (AVON URA TREASURER SCOTT WRIGHT)
  - 4.3. NOVEMBER 15, 2016 URA MEETING MINUTES (AUTHORITY CLERK DEBBIE HOPPE)
- 5. ADJOURNMENT**

---

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](mailto:DHOPPE@AVON.ORG) WITH ANY SPECIAL REQUESTS.



## REPORT TO AVON LIQUOR LICENSING AUTHORITY

**To:** Avon Liquor Licensing Authority  
**From:** Debbie Hoppe, Town Clerk  
**Date:** December 13 2016  
**Re:** Report of Changes–Master file  
Dillon Companies Inc. d/b/a City Market No. 26

---

### **ACTION BEFORE COUNCIL**

Town Council acting as the Local Liquor Licensing Authority is asked to consider the Report of Changes– Master file for Dillon Companies Inc. d/b/a City Market No. 26.

### **PROPOSED MOTION**

I move to approve the Report of Changes – Master file for Dillon Companies Inc. d/b/a City Market No. 26.

### **BACKGROUND**

If the application for any license under Article 46 or Article 47 or Title 12 is a corporation or limited liability company, it shall submit with the application, the names, addresses, and individual history records of all of its principal officers, directors, or managers, and a copy of its articles of incorporation or articles of organization; and if a foreign entity, evidence of its qualification to do business within this state. In addition, each applicant shall submit the names, addresses, and individual history records of all persons owning 10% or more of the outstanding or issued capital stock, or persons holding a 10% or membership interest.

### **DISCUSSION**

The Town Clerk and Town Attorney have reviewed the application materials. The CBI and FBI have checked the prints and reportedly found no record of any criminal history for the listed. The documents that have been included in the packet are outlined as follows:

- ✓ Colorado Report of Changes – Master File Application (DR8442)
- ✓ Colorado Department of Revenue letter September 9, 2016.
- ✓ Avon Police Department Summary Reports

**CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP  
 Liquor and 3.2 Beer Licenses**

(2355)  LLC/PARTNERSHIP  
 (2350)  CORPORATION

SEE INSTRUCTIONS AND  
 FEE SCHEDULE ON PAGE 2

1. Corporate/L.L.C./Partnership Name DILLON COMPANIES INC.		2. State Tax Account Number 0110779		3. State Liquor License Number SEE ATTACHED LIST	
4. Trade Name King Soopers #.....; City Market #..... -- SEE ATTACHED LIST				5. Telephone Number 513-762-4437	
6. Address of Licensed Premises SEE ATTACHED LIST		City		State	ZIP Code
7. Mailing Address if different than above 65 TEJON ST		City DENVER		State CO	ZIP Code 80223

**8. LIST ALL officers, directors (corporation) or Managing Members (L.L.C.) or General Partner(s). Each Officer, Director, Managing Member or Partner MUST FILL OUT a DR 8404-I (Individual History Record).**

Position Held	Names	Home Address	DOB	Replaces
President	Marlene A. Stewart	2805 Morris Rd; Hutchinson KS 67502		Joseph A. Grieshaber Jr.
Vice-Pres	Dennis R. Gibson	13855 SE 92nd St; Newcastle WA 98059		Russell J. Dispense
VP, Sec	Christine S. Wheatley	225 Lafayette Cir. Cincinnati OH 45220		NONE--No Change
VP, Treas	Todd A. Foley	5458 Little Turtle Dr. S Lebanon OH 45065		NONE--No Change
Dir	None--only 1 Director now	N/A	N/A	J. Michael Schlotman
Dir	None--only 1 Director now	N/A	N/A	W. Rodney McMullen

**9. LIST ALL 10% (or more) Stockholders or 10% (or more) Members or 10% (or more) Limited Partners. Each person listed Must Fill out a DR 8404-I (Individual History Record)**

Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Home Address	DOB	Replaces
The Kroger Co.	100%	1014 Vine St; Cincinnati OH 45202	N/A	NONE--No Change
Principal Person--Christine S. Wheatley [Group Vice President, Secretary & General Counsel]--see above				

10. Registered Agent Corporation Service Company	Address For Service 1560 Broadway Ste 2090; Denver CO 80202
---	--

**OATH OF APPLICANT**  
*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.*

11. Authorized Signature <i>Marlene A. Stewart</i>	Title PRESIDENT	Date 8-2-16
---	--------------------	----------------

**REPORT OF LOCAL LICENSING AUTHORITY**  
 The foregoing changes have been received and examined by the Local Licensing Authority.

12. Local Licensing Authority For <i>Town of Avon</i>		
Signature	Title	Date
Attest		Date

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

LIABILITY INFORMATION			
License Account Number	Period	Cash Fund	TOTAL
		-100 (999)	



## COLORADO

Department of Revenue

Enforcement Division - Liquor & Tobacco

Physical Address:  
1881 Pierce Street  
Lakewood, CO 80214

Mailing Address:  
P.O. Box 173350  
Denver, CO 80217-3350

September 9, 2016

DILLON COMPANIES, INC.  
65 TEJON STREET  
DENVER, CO 80223

Re: State Master File for Dillon Companies, Inc.  
Account # 01107790000

Dear Sir or Madam:

This is to advise you that the Colorado Liquor Enforcement Division ("Division") has, at your request, revised the "master file" for the above-listed Licensee.

As of the date of this letter our master file includes the following items which you have submitted:

1. Individual History Records (Form DR 8404-I) for the following persons:  

Marlene A. Stewart  
Dennis R. Gibson  
Christine S. Wheatley  
Todd A. Foley
2. Fingerprint cards bearing the names and birth dates of the persons listed in paragraph 1, above. All the fingerprint cards have been submitted by us to the Colorado Bureau of Investigation. The CBI and FBI have checked the prints and reportedly found no record of any criminal history for those listed above.
3. Certificate of Authority or a Certificate of Good Corporate standing from the Colorado Secretary of State which indicates that Dillon Companies, Inc. is a corporation authorized to do business in Colorado.

When filing a new application for additional licensed locations, you must check with the local licensing authority to determine what documents they may require to process your application. Please feel free to provide them with this letter, as many local authorities will not require you again to submit fingerprint cards to them if you have already submitted such documents to the Division. This letter will serve to inform the local authorities exactly which documents you have already submitted to the State Enforcement Division.




Finally, once the local authority has approved your new license or transfer of ownership application, it must be sent to the Division.

The local authority need not send change of corporate structure information previously reported to the Division, as listed in and approved by this letter.

The only documents which are needed for a new or transfer of ownership application by the Division are:

1. The approved application signed by the local authority;
2. The appropriate fees;
3. A copy of this letter;
4. Proof of possession of the premises;
5. A diagram of the licensed premises;
6. Completed form DR 8442, and an Individual History Record (DR-8404-I) if manager's registration is required.

Sincerely,

A handwritten signature in black ink that reads "Patrick Maroney". The signature is written in a cursive, flowing style.

Patrick Maroney  
Division Director

**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:** 12/02/2016

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

**Investigation by:**  
 Detective Sergeant Jonathan Lovins  
 Detective Jeremy Holmstrom

**Date:** 12/06/2016

**CBI Criminal Investigation (attached):** n/a

**Local Criminal Investigation:** No negative contacts in the past 5 years

**Comments:** No areas of concern

Liquor Code Violations in the past Five years:  Yes  No

If yes, explain: \_\_\_\_\_

Smoking violation in the past Five years:  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.





## REPORT TO AVON LIQUOR LICENSING AUTHORITY

**To:** Avon Liquor Licensing Authority  
**From:** Debbie Hoppe, Town Clerk  
**Date:** December 13 2016  
**Re:** Report of Changes–Master file  
Avon Properties Leasing, LLC d/b/a Village Warehouse Wines

---

### **ACTION BEFORE COUNCIL**

Town Council acting as the Local Liquor Licensing Authority is asked to consider the Report of Changes– Master file for Avon Properties Leasing, LLC d/b/a Village Warehouse Wines.

### **PROPOSED MOTION**

I move to approve the Report of Changes – Master file for Avon Properties Leasing, LLC d/b/a Village Warehouse Wines.

### **BACKGROUND**

If the application for any license under Article 46 or Article 47 or Title 12 is a corporation or limited liability company, it shall submit with the application, the names, addresses, and individual history records of all of its principal officers, directors, or managers, and a copy of its articles of incorporation or articles of organization; and if a foreign entity, evidence of its qualification to do business within this state. In addition, each applicant shall submit the names, addresses, and individual history records of all persons owning 10% or more of the outstanding or issued capital stock, or persons holding a 10% or membership interest.

### **DISCUSSION**

The Town Clerk and Town Attorney have reviewed the application materials. Mr. Cuccia was before the Liquor Authority October 25, 2016 for the annual renewal of Village Warehouse Wines. Background check was completed at that time, the CBI results showed no concerns. The documents that have been included in the packet are outlined as follows:

- ✓ Colorado Report of Changes – Master File Application (DR8177)
- ✓ Certificate of Good Standing.
- ✓ Promissory Note
- ✓ Avon Police Department Summary Reports

**CORPORATION, LIMITED LIABILITY  
 COMPANY AND PARTNERSHIP  
 Liquor and 3.2 Beer Licenses**

(2355)  LLC/PARTNERSHIP  
 (2350)  CORPORATION

SEE INSTRUCTIONS AND  
 FEE SCHEDULE ON PAGE 2

<b>1. Corporate/L.L.C./Partnership Name</b> Avon Properties Leasing, LLC		<b>2. State Tax Account Number</b> 04184762-0000		<b>3. State Liquor License Number</b> 41847620000	
<b>4. Trade Name</b> Village Warehouse Wines				<b>5. Telephone Number</b> 970 949 5999	
<b>6. Address of Licensed Premises</b> 0101 Fawcett Road #130		City Avon	State CO	ZIP Code 81620	
<b>7. Mailing Address if different than above</b> P.O. Box 9721		City Avon	State CO	ZIP Code 81620	

**8. LIST ALL officers, directors (corporation) or Managing Members (L.L.C.) or General Partner(s). Each Officer, Director, Managing Member or Partner MUST FILL OUT a DR 8404-I (Individual History Record).**

Position Held	Names	Home Address	DOB	Replaces
Mgr Memt	Peter Cuccia	232 River Ranch Rd Edwards, CO 81632	[REDACTED]	Michael Ireland

**9. LIST ALL 10% (or more) Stockholders or 10% (or more) Members or 10% (or more) Limited Partners. Each person listed Must Fill out a DR 8404-I (Individual History Record)**

Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Home Address	DOB	Replaces
Peter Cuccia	100%	232 River Ranch Rd Edwards, CO 81632	[REDACTED]	

<b>10. Registered Agent</b>	<b>Address For Service</b>

**OATH OF APPLICANT**

*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.*

<b>11. Authorized Signature</b> 	<b>Title</b> Managing Member Avon Properties Leasing	<b>Date</b> 12/06/2016
--	---	---------------------------

**REPORT OF LOCAL LICENSING AUTHORITY**

The foregoing changes have been received and examined by the Local Licensing Authority.

<b>12. Local Licensing Authority For</b> Town of Avon			<input type="checkbox"/> County <input checked="" type="checkbox"/> Town/City
Signature	Title	Date	
Attest		Date	

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

**LIABILITY INFORMATION**

License Account Number	Period	Cash Fund	TOTAL
		-100 (999)	

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,

AVON PROPERTIES LEASING, LLC

is a

Limited Liability Company

formed or registered on 03/08/2004 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 20041086527 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/02/2016 that have been posted, and by documents delivered to this office electronically through 12/06/2016 @ 15:16:11 .

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 12/06/2016 @ 15:16:11 in accordance with applicable law. This certificate is assigned Confirmation Number 9960857 .



A handwritten signature in blue ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

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

PROMISSORY NOTE

U.S. \$ 75,000

Avon, Colorado
Date: November 30, 2016

1. FOR VALUE RECEIVED, the undersigned (Borrower) promises to pay Michael C. Ireland (Note Holder) or order, the principal sum of Seventy Five Thousand dollars with no interest. Payments shall be made at 515 Independence Place, Aspen CO 81611, or such other place as Note Holder may designate, in thirty six (36) payments of \$2,083.33 due on January 1, 2017 and the first day of each month following through December 1, 2019.

2. Borrower shall pay to Note Holder a late charge of 5% of any payment not received by Note Holder within 10 days after the payment is due.

3. Payments received for application to this Note shall be applied first to the payment of late charges, if any, second to the payment of accrued interest at the default rate specified below and third to interest as specified above, if any with the balance applied in reduction of the principal amount hereof.

4. If any payment required by this Note is not paid when due, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of Note Holder (Acceleration); and the indebtedness shall bear interest at the rate of 12 percent per annum from the date of default. Note Holder shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to reasonable attorneys' fees.

5. Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time without penalty. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payments or change the amount of such payments.

6. Maker agrees not to sell, pledge or otherwise dispose of any of its assets other than in the ordinary course of business until such time as the Note is paid in full. This Note shall be the sole responsibility of Avon Retail Holdings, LLC and Peter Cuccia in his individual capacity.

7. Any notice to Borrower provided for in this Note shall be in writing and shall be given and be effective upon (a) delivery to Borrower or (b) by mailing such notice by first class U.S. mail, addressed to Maker at the address stated below, or to such other address as Borrower may designate by notice to Note Holder. Any notice to Note Holder shall be in writing and shall be given and be effective upon (a) delivery to Note Holder or (b) by mailing such notice by first class U.S. mail, to Note Holder at the address stated in the first paragraph of this Note, or to such other address as Note Holder may designate by notice to Borrower.

8. Peter Cuccia "Cuccia," in his individual and as sole owner and manager of Avon Properties Leasing, LLC, ("Avon") specifically acknowledges that Cuccia is a guarantor of this note and that both Avon and Cuccia agree to the assignment of this note at Note Holder's sole discretion to any person or entity. Cuccia and Avon further agree to indemnify and hold Harmless Michael C. Ireland and Michael C. Ireland PC against and claim of conflict of interest in his role as a former owner of Avon, his representation of Avon and any of its interest holders past or present and or his actions as counsel to Avon and drafter of this Note and or the buy/sell agreement between Ireland and Cuccia.

Maker:
Avon Retail Holdings, LLC

As Maker and Guarantor in his Individual capacity

[Signature of Peter Cuccia]

[Signature of Peter Cuccia]

By: Peter Cuccia
Maker's address: 101 Fawcett Rd. Avon, CO

Peter Cuccia, individually
Maker and Guarantor's address: 101 Fawcett Rd. Avon, CO

PROMISSORY NOTE

U.S. \$ 44,572

Avon, Colorado
Date: November 30, 2016

1. FOR VALUE RECEIVED, the undersigned (Borrower) promises to pay Michael C. Ireland (Note Holder) or order, the principal sum of Forty Four Thousand Five Hundred and Seventy Two dollars with interest at a rate of 5.5% annually. Payments shall be made at 515 Independence Place, Aspen CO 81611, or such other place as Note Holder may designate, in thirty six (36) payments of \$1,351.33 due on January 1, 2017 and the first day of each month following through December 1, 2019.

2. Borrower shall pay to Note Holder a late charge of 5% of any payment not received by Note Holder within 10 days after the payment is due. Payments received for application to this Note shall be applied first to the payment of late charges, if any, second to the payment of accrued interest at the default rate specified below and third to interest as specified above, if any with the balance applied in reduction of the principal amount hereof.

4. If any payment required by this Note is not paid when due, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of Note Holder (Acceleration); and the indebtedness shall bear interest at the rate of 12 percent per annum from the date of default. Note Holder shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to reasonable attorneys' fees.

5. Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time without penalty. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payments or change the amount of such payments.

6. Maker agrees not to sell, pledge or otherwise dispose of any of its assets other than in the ordinary course of business until such time as the Note is paid in full. This Note shall be the sole responsibility of Avon Retail Holdings, LLC and Peter Cuccia in his individual capacity. This note is secured by all of the furniture, fixtures and equipment including but not limited to the coolers and refrigerators. Maker shall sign and file financing statements on all of the above described equipment.

7. Any notice to Borrower provided for in this Note shall be in writing and shall be given and be effective upon (a) delivery to Borrower or (b) by mailing such notice by first class U.S. mail, addressed to Maker at the address stated below, or to such other address as Borrower may designate by notice to Note Holder. Any notice to Note Holder shall be in writing and shall be given and be effective upon (a) delivery to Note Holder or (b) by mailing such notice by first class U.S. mail, to Note Holder at the address stated in the first paragraph of this Note, or to such other address as Note Holder may designate by notice to Borrower.

8. Peter Cuccia "Cuccia," in his individual and as sole owner and manager of Avon Properties Leasing, LLC, ("Avon") specifically acknowledges that Cuccia is a guarantor of this note and that both Avon and Cuccia agree to the assignment of this note at his sole discretion to any person or entity. Cuccia and Avon further agree to indemnify and hold Harmless Michael C. Ireland and Michael C. Ireland PC against and claim of conflict of interest in his role as a former owner of Avon, his representation of Avon and any of its interest holders past or present and or his actions as counsel to Avon and drafter of this Note and or the buy/sell agreement between Ireland and Cuccia.

Maker:
Avon Retail Holdings, LLC
By: Peter Cuccia
Maker's address: 101 Fawcett Rd. Avon, CO

As Maker and Guarantor in his Individual capacity
Peter Cuccia, individually
Maker and Guarantor's address:
232 River Ranch Road, Edwards, CO 81632

**Avon Police Department  
Liquor License Application**

**Individual Name(s):** Cuccia, Peter

**Name of Business:** Avon Properties Leasing, LLC  
D/B/A Village Warehouse Wines

**Type of License:**  Hotel & Restaurant  
 Special Event Permit

**Event Name:**  
**Date of Event:**

**Location of Business:** 101 Fawcett Road  
Avon, Colorado 81620

**Date Received:** 12/06/2016

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

**Investigation by:**

Detective Sergeant Jonathan Lovins  
 Detective Jeremy Holmstrom

**Date:** 12/06/2016

**CBI Criminal Investigation (attached):** Clear

**Local Criminal Investigation:** Failed State Liquor compliance check on  
05/07/2013

**Comments:** no concerns

**Liquor Code Violations in the past Five years:**  Yes  No

If yes, explain: Failed Compliance check 05/07/2013

**Smoking violation in the past Five years:**  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.



0





## LIQUOR AUTHORITY REPORT

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

---

### **PROPOSED MOTION**

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

### **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: Columbine Bakery, Inc. d/b/a Columbine Bakery  
Location: 51 Beaver Creek Place  
Type: Hotel and Restaurant License  
Manager: Daniel Niederhauser

### **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:

Columbine Bakery, Inc. d/b/a Columbine Bakery:

There have been no concerns or violations during the past 5 years.

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**

COLUMBINE BAKERY  
 PO BOX 18308  
 AVON CO 81620-8105

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	<b>500<sup>00</sup></b>

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 <b>COLUMBINE BAKERY INC</b>		DBA <b>COLUMBINE BAKERY</b>		
Liquor License # <b>04852520000</b>	License Type <b>Hotel &amp; Restaurant (city)</b>	Sales Tax License # <b>04852520000</b>	Expiration Date <b>01/22/2017</b>	Due Date <b>12/08/2016</b>
Operating Manager <i>Daniel Niederhauer</i>	Date of Birth [REDACTED]	Home Address <i>4485 Wildridge Rd W Avon CO 81620</i>		
Manager Phone Number <i>970 949-1400</i>	Email Address <i>niederhauseldr@comcast.net</i>			
Street Address <b>51 BEAVER CREEK PL AVON CO 81620-9999</b>				Phone Number <b>9709491400</b>
Mailing Address <b>PO BOX 18308 AVON CO 81620-8105</b>				

- 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 10/31/17
- 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.
- 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 <i>Konda Niederhauer</i>	Title <i>Sec. Treas.</i>
Signature <i>Konda Niederhauer</i>	Date <i>11/7/16</i>

**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 <i>Town of Avon</i>	Date
Signature	Title
	Attest

**Avon Police Department  
Liquor License Application**

**Individual Name(s):** Daniel Niederhauser

**Name of Business:** Columbine Bakery, Inc. d/b/a Columbine Bakery

**Type of License:**  Hotel & Restaurant  
 Special Event Permit

**Event Name:** n/a  
**Date of Event:** n/a

**Location of Business:** 51 Beaver Creek Place  
Avon, Colorado 81620

**Date Received:** 12/02/2016

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

**Investigation by:**  
 Detective Sergeant Jonathan Lovins  
 Detective Jeremy Holmstrom

**Date:** 12/06/2015

**CBI Criminal Investigation (attached):** n/a

**Local Criminal Investigation:** No Problems

**Comments:**

Liquor Code Violations in the past Five years:  Yes  No

If yes, explain: \_\_\_\_\_

Smoking violation in the past Five years:  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, NOVEMBER 15, 2016**

AVON TOWN HALL, ONE LAKE STREET

---

**1. CALL TO ORDER AND ROLL CALL**

Chairman Fancher called the meeting to order at 5:09 p.m. A roll call was taken and Board members present were Megan Burch, Buz Reynolds, Matt Gennett, Jake Wolf, Scott Prince and Sarah Smith Hymes. Also present were Town Manager Virginia Egger, Town Attorney Eric Heil, Police Chief Greg Daly, Public Works Director Gary Padilla, Recreation Director John Curutchet, Fleet Director Rego Omerigic, Planning Director Matt Pielsticker, Executive Assistant to the Town Manager Preston Neill and Town Clerk Debbie Hoppe.

**2. APPROVAL OF AGENDA**

There were no changes to the agenda.

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

No public comments were made.

**4. RENEWAL OF LIQUOR LICENSES**

Start time: 00:11:31

4.1. Applicant: Seerut Inc. & 7-Eleven, Inc. d/b/a 7-Eleven Store 34209A

Location: 008 Nottingham Road

Type: 3.2% Beer Off Premises

Manager: Gary "Sidhu" Guprett

Board member Gennett moved to approve the renewal application for Seerut, Inc. d/b/a 7-Eleven Store 34209A. Board member Burch seconded the motion and it passed unanimously by those present.

**5. MINUTES FROM OCTOBER 25, 2016**

Start time: 00:13:19

Vice Chairman Wolf moved to approve the minutes from October 25, 2016. Board member Smith Hymes seconded the motion and it passed unanimously by those present. Board member Gennett and Board member Reynolds abstained from the vote due.

Board member Prince asked the Avon Police Department provide a 5 year violation background check on the report. The Board agreed to the change.



**TOWN OF AVON, COLORADO**  
**AVON LIQUOR LICENSING AUTHORITY MEETING MINUTES FOR TUESDAY, NOVEMBER 15, 2016**  
AVON TOWN HALL, ONE LAKE STREET

---

**6. ADJOURNMENT**

There being no further business to come before the Board, the meeting adjourned at 5:14 p.m.

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Debbie Hoppe, Town Clerk

**APPROVED:**

Jennie Fancher

Jake Wolf

Matt Gennett

Megan Burch

Albert "Buz" Reynolds

Scott Prince

Sarah Smith Hymes

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council  
From: Matt Pielsticker, AICP, Planning Director  
Meeting Date: December 13, 2016  
Agenda Topic: **Public Hearing** and Action on Findings of Fact and Record of Decision for Major Development Plan and Alternative Equivalent Compliance Applications for Avon Hotel on Lot B | Continued from the December 5, 2016 Town Council Special Meeting

---

### Council Action

Public Hearing on Major Development Plan and Alternative Equivalent Compliance applications for Avon Hotel, with action by Findings of Fact and Record of Decision (Exhibit 1).

### Motion

"I move to approve to Approve the Avon Town Council Findings of Fact and Record of Decision for Major Development Plan and Alternative Equivalent Compliance Applications for the Avon Hotel (Exhibit 1), thereby conditionally approving the Major Development Plan and Alternative Equivalent Compliance Applications for the Avon Hotel on Lot B."

### Summary

Before Council is final review of the Avon Hotel project proposed on Lot B. The Public Hearing was continued from the December 5, 2016 Special Meeting. The attached (Exhibit 2) revised design sheets titled "Town Council Update – 12.08.16" incorporate three distinct design modifications that to address comments received at the December 5, 2016 Special Meeting. First, exposed parking areas and the Beaver Creek Boulevard building elevation have been modified with changes to the North, South, and East building elevations. The revised plans show additional stone walls to screen parking and address the "stilts" comments to the extent possible by adding a stronger building base as viewed from multiple elevations. Soffits were also added to the North and South building elevations above the parking stalls to help ground the building and lessen the pedestal appearance. Lastly, the corner balconies on the third and fourth floors have been elongated to the full extent presented previously to PZC.

At the December 5, 2016 Special Meeting the Council also discussed parking lot design and the potential parking management systems. The design of the parking spaces is in compliance with Town Code and aisle widths meet the minimum (24') aisle widths. Staff reviewed the Westin parking structure design for comparison and found the parking design in that development contains a disproportionate percentage of compact, tandem, and/or irregular oriented parking spaces. While some spaces in the Avon Hotel design are at angled or irregular configuration, the spaces should be intuitive and easier to navigate based upon the size of the stalls and parking control systems recommended by the Parking Management Plan.

Please refer to Exhibits 2-4, 7, and 10, for additional information regarding the overall project design and correspondence related thereto.

#### PZC Approval

Council action follows the review and unanimous recommendation for approval from the Planning and Zoning Commission (PZC). Exhibit 5 documents the PZC action, including recommended conditions of approval. During the final review by PZC, several design changes were recommended; these have all been incorporated into the final design before Council. The remaining conditions recommended by PZC are incorporated into the Findings of Fact and Record of Decision.

#### Funding Requests

Treadstone Development, LLC has requested funding to complete portions of landscaping required to meet the minimum landscape requirements (off-site), and the evaluation, design, and extension of heat recovery infrastructure to the property. This funding request is discussed in detail under separate cover with Resolution 16-39.

#### Parking Management Plan

The final review of a Parking Management Plan for Lot 55, Lot A, and Lot B was discussed at the December 5, 2016 Special Meeting. As drafted in the Findings of Fact and Record of Decision, the final Parking Management Plan delegates final approval to the Town Manager or designee prior to a building permit being issued. Since the December 5, 2016 Special Meeting further progress has been made with Lot 55 – Alpine Bank, and Lot A – Avon Center, and an addendum to the initial Parking Management Plan can be found as part of Exhibit 8.

#### Attachments

- Exhibit 1 – Findings of Fact and Record of Decision for Avon Hotel
- Exhibit 2 – Addendum to Major Development Plans titled “Town Council Update – 12.08.16”
- Exhibit 3 - Executive Summary
- Exhibit 4 – Major Development Plan drawings
- Exhibit 5 – Planning and Zoning Record of Decision
- Exhibit 6 – Planning and Zoning staff report
- Exhibit 7 – AEC Narratives
- Exhibit 8 – Parking Management Plan
- Exhibit 9 – Parking Study
- Exhibit 10 – Design Correspondence



**Avon Town Council**  
**Findings of Fact and Record of Decision for Major Development Plan  
 & Alternative Equivalent Compliance Applications for the  
 Avon Hotel**

---

<b>DATE OF DECISION:</b>	December 13, 2016
<b>APPLICATION TYPES:</b>	Major Development Plan & Alternative Equivalent Compliance
<b>FILE NUMBERS:</b>	#MJR16007 & #AEC16005
<b>PROPERTY LOCATION:</b>	Lot B, Avon Center at Beaver Creek Subdivision
<b>ADDRESS:</b>	140 W. Beaver Creek Boulevard
<b>APPLICANT:</b>	Treadstone Development, LLC
<b>PROPERTY OWNER:</b>	Chicago Title Insurance Company

---

These findings of fact and record of decision is made in accordance with the Avon Development Code ("Development Code") §7.16.020(f):

**#MJR16007 | MAJOR DEVELOPMENT PLAN:** The Avon Town Council hereby approves the Major Development Plan for the Avon Hotel on Lot B, Avon Center at Beaver Creek Subdivision, with the following Findings and Conditions:

**FINDINGS**

1. The Planning and Zoning Commission held public hearings on November 1, 2016 and November 14, 2016, after posting notice of such public hearing in accordance with the requirements of Section 7.16.020(d), *Step 4: Notice*, Avon Municipal Code ("AMC");
2. After holding public hearings and considered all comments, the Planning and Zoning Commission made a unanimous recommendation for approval to the Avon Town Council;
3. The Application is in conformance with AMC §7.20, *Zone Districts and Official Zoning Map*, §7.24, *Use Regulations*, and §7.28, *Development Standards*;
4. The Lighting Plan and all proposed exterior lighting is in conformance with AMC §15.30, *Outdoor Lighting Standards*;
5. The Application implements the general land use goals and policies of the Avon Comprehensive Plan including the Land Use Map designations, and planning principles of the *Town Center West District*;
6. Pursuant to AMC §7.04.090(b), strict compliance with the Avon Comprehensive Plan, and sub-area plans, is not required due to the following:
  - a. The development application is consistent with the general goals and intent of the Avon Comprehensive Plan taking into consideration the unique circumstances of the property, market conditions, and the current needs of the community; and
  - b. Strict compliance with some provisions of the Avon Comprehensive Plan, particularly the West Town Center Investment Plan, is not practical;



- c. The procedures for amending the Avon Comprehensive Plan are not beneficial as applied to the development application for the purpose of promoting public involvement, community planning, or adopting or clarifying the precedence of this land use decision.
- 7. The Avon Town Council held public hearings on December 5, 2016 and December 13, 2016, and after posting notice as required by law, considered all comments, testimony, evidence and staff report prior to taking action on the Application;
- 8. The Major Development Plan and Design review criteria in AMC §7.16.080(5), and §7.16.090(f) were reviewed by the Avon Town Council; and
- 9. The Avon Town Council finds the applications to be either in strict conformance with the mandatory review criteria or otherwise fulfilled with an alternative design that meets the requirements of a concurrent AEC application, as described in Avon staff memorandum to PZC dated November 14, 2016 prepared by Matt Pielsticker.

**CONDITIONS:**

- 1. All potential exterior signage must be approved by the PZC with a Master Sign Program application;
- 2. An on-site mockup will be constructed for final approval of materials and colors. The scale and design of the mockup will be reviewed by PZC, as well as final approval once constructed;
- 3. Prior to building permit, the following items will be submitted and approved by the Town Manager or designee:
  - a. Snow shed management plan;
  - b. Final Parking Management Plan.

**#AEC16005 | ALTERNATIVE EQUIVALENT COMPLIANCE DECISION:** The Avon Town Council hereby approves the Alternative Equivalent Compliance application for the Avon Hotel on Lot B, Avon Center at Beaver Creek Subdivision, citing the following findings:

**FINDINGS:**

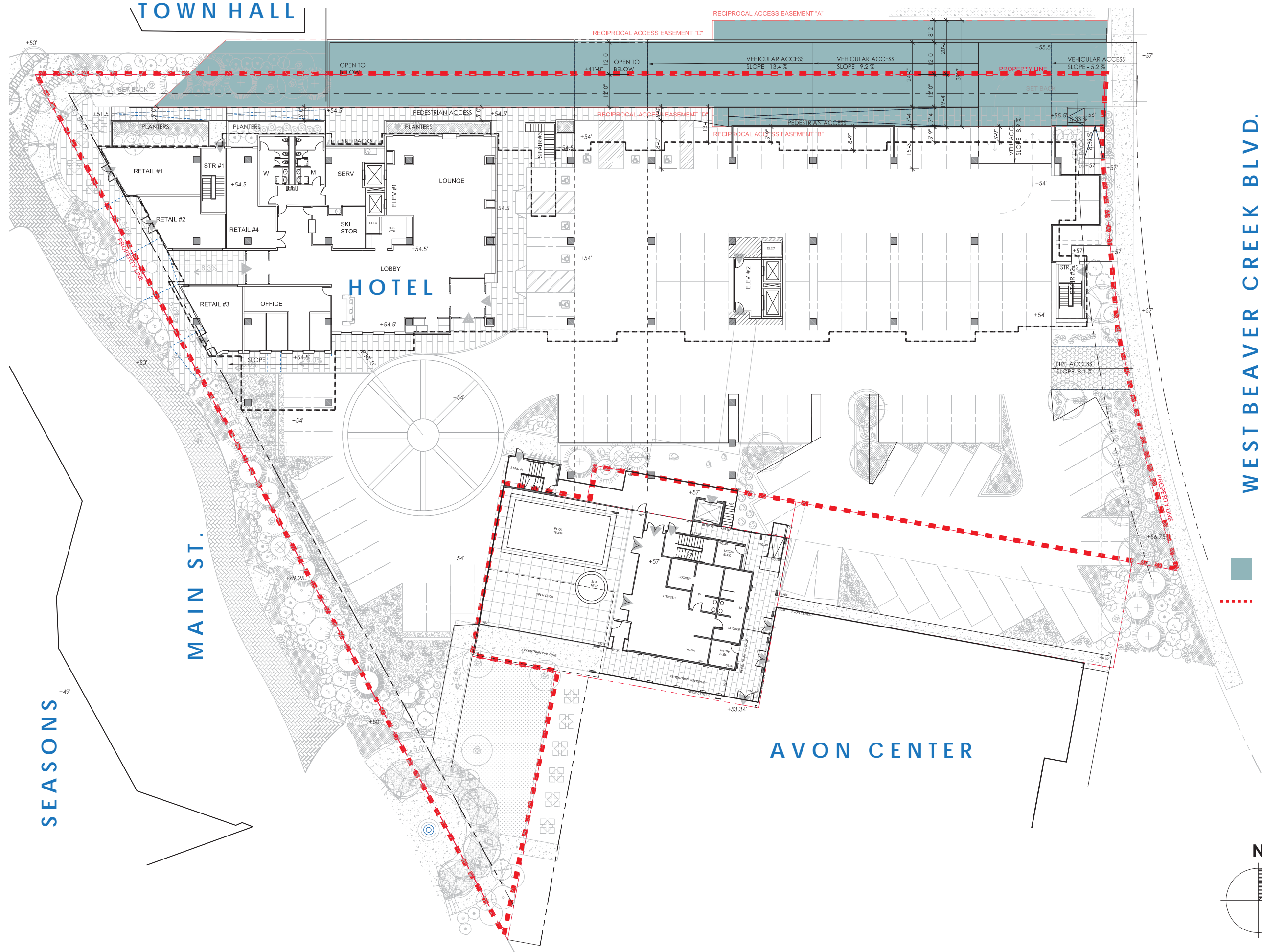
- 1. After holding public hearings and considered all comments, the Planning and Zoning Commission made a unanimous recommendation for approval to the Avon Town Council;
- 2. Reduced building height, varying building materials, and articulation (vertical and horizontal) achieve the intent of the building stepping requirements to the same or better degree than strict compliance;
- 3. The design alternatives contained in the Major Development Plan application meet the intent of the subject design and development standards to the same or better degree than the subject standard; and
- 4. The AEC and proposed design imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of the Development Code.

**APPROVED on December 13, 2016, AVON TOWN COUNCIL**

**By:** \_\_\_\_\_  
Jennie Fancher, Mayor

**Attest:** \_\_\_\_\_  
Debbie Hoppe, Town Clerk

FUTURE TOWN HALL



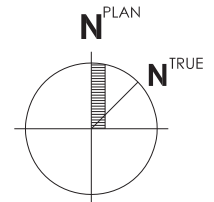
WEST BEAVER CREEK BLVD.

MAIN ST.

SEASONS

AVON CENTER

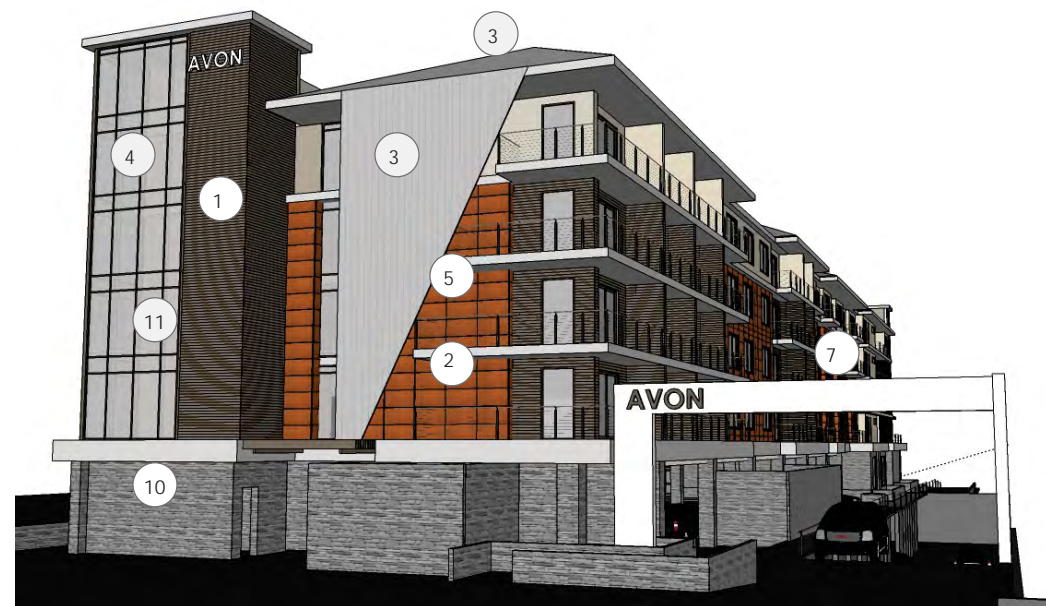
ACCESS EASEMENT  
PROPERTY LINE



TOWN COUNCIL UPDATE  
12.08.2016

first floor plan  
SITE PLAN

scale: 1/32" = 1'-0"



- 1 TRESPA GREYED CEDAR
- 2 TRESPA RUSTED BROWN
- 3 METAL ROOF SIDING SILVER GRAY
- 4 FLEETWOOD WINDOW COLOR : F-4
- 5 STUCCO DET 620 BARNWOOD GRAY
- 6 STUCCO DET 625 RECLAIMED WOOD
- 7 STUCCO DE6367 COVERED IN PLATINUM
- 8 STUCCO/TRIMS DET634 DOWNING TO EARTH
- 9 WALL SCONCE
- 10 GALLEGOS MOUNTAIN ASH FACADE
- 11 FROSTED GLASS



**TOWN COUNCIL UPDATE**  
**12.08.2016**



**EAST ELEVATION**  
1/16" = 1'-0" **D**



**WEST ELEVATION**  
1/16" = 1'-0" **C**



**NORTH ELEVATION**  
1/16" = 1'-0" **B**



**SOUTH ELEVATION**  
1/16" = 1'-0" **A**

hotel  
**ELEVATIONS**  
scale: 1/16" = 1'-0"



# Lot B Hotel Development Application

Treadstone Development  
December 5, 2016

# Lot B Hotel Development Application

## EXECUTIVE SUMMARY

The attached materials present a plan to build a mid-scale hotel on the site identified as Lots 2, 3, 5, 7, and B in Avon Center at Beaver Creek in Avon, CO. The site is located in the urban core of the Town of Avon on West Beaver Creek Blvd next to the Sheraton Mountain Vista Villas, The Lodge at Avon Center, and the Seasons at Avon. The hotel will include 142 guest rooms on 5 floors with a breakfast room/lounge area, lobby, parking for 204 vehicles and typical supporting service areas. The development will include a separate recreation center which will feature a pool, fitness center, and restrooms. It will also include four residential condominiums. This recreation center will benefit both the proposed hotel and the residential owners of the Lodge at Avon.

The site is 1.6 acres (66,925 sf) including frontage on both West Beaver Creek Blvd and the pedestrian mall. The site is zoned Town Center, which provides for a variety of uses such as hotels, commercial establishments, offices and some residential uses in a predominately pedestrian environment. The Town Center is distinguished from other areas in the Town and is meant to serve as the focal point for social, business and cultural activities. This district contains the highest intensity of uses and serves as a major transit destination as well as providing high levels of pedestrian accessibility. The proposed design supports the Town Center zoning in several significant aspects:

- 1) The development will integrate with the pedestrian mall and the re-model of West Beaver Creek Blvd to create a vibrant pedestrian area;
- 2) Significant excess parking is planned which will provide an opportunity for customers of the hotel, the businesses at the Lodge at Avon, and Alpine Bank to park and walk to their destinations; and
- 3) The hotel will bring over 50,000 customers per year to the heart of the Avon commercial district. These customers will include families, tourists, friends of local residents, business travelers, and people just stopping by. They will frequent the restaurants and retail outlets located in the Town Center area spending an estimated \$23MM/year.

# Lot B Hotel Development Application

## **INTEGRATION WITH TOWN CENTER**

The Lot B project includes significant elements that are critical to the enhancement of the Main Street mall and West Beaver Creek Blvd areas including:

- A main entry/exit for the hotel directly to the pedestrian mall, activating the mall and encouraging visitors to walk throughout the Town Center area.
- Integration of the Main Street mall with the hotel in terms of elevations, landscaping, and walkways.
- The creation of gathering spaces at strategic sites along the pedestrian mall.
- The addition of micro-retail spaces, enhancing the commercial offerings in the Town Center.
- Enhanced views through the site which are achieved by 1) Limiting the height of the hotel to below the maximum allowed height of 80'; 2) Stepping back the building adjacent to the pedestrian mall; and 3) Locating/positioning of the building on the site.
- The connection of the Main Street mall with West Beaver Creek Blvd via pedestrian access through the site
- Use of balconies to integrate the hotel guests with the Main Street mall and West Beaver Creek Blvd
- Elimination of the 2nd curb cut off Beaver Creek Blvd
- Addition of landscaping/gathering areas to activate the West Beaver Creek Blvd remodel

# Lot B Hotel Development Application

## **EXCESS PARKING REPRESENTS A MAJOR BENEFIT OF THE DEVELOPMENT**

Site planning and building design were significantly impacted by the legacy agreements that run with the land. Among the agreements that encumber Lot B, the most major ones include:

- Agreement with the Lodge at Avon regarding the provision of shared parking on the site.
- Agreement with the Lodge at Avon regarding the development of a joint recreation center.
- A joint access agreement with the owners of Lot C regarding the development of the entry drive across from Sun Rd
- A reciprocal parking agreement with the Lodge at Avon and Alpine Bank regarding provisions for shared parking.
- A drainage easement between Lots B and C

The requirements of these agreements have driven much of the site design work for the project. First, the plans include 204 parking spaces which, according to the parking study conducted by Walker Parking, is 20 spaces more than the number of spaces that would be required per code and 61 spaces more than would be needed at peak times as determined by the demand study. Second, all spaces that are built on Lot B will be available on a non-exclusive basis to customers/tenants of the Avon Center and the Alpine Bank lots. This shared parking will enhance the pedestrianization of the area as people can park and walk to the businesses and residences in these buildings. Third, the development will utilize one curb cut to access the site. This will offer significant benefits to the remodel of West Beaver Creek Blvd.



# Lot B Hotel Development Application

## **ECONOMIC AND DESIGN CONSIDERATIONS**

Treadstone Development conducted a market and feasibility analysis which demonstrated that there is a clear need for mid-scale hotel units in the Town of Avon.

- Currently that segment is under-represented in the market resulting in a significant price gap between full service properties such as the Westin Hotel Riverfront Resort & Spa and economy properties such as the Comfort Inn Vail/Beaver Creek.
- The West Town Center District is meant to be an intensely developed mixed-use, pedestrian oriented area that serves as the primary focus for residential and lodging development within the overall Town Center. The proposed development will provide an incremental 142 hotel rooms which will significantly increase the bed base for tourists, business travelers, and friends/family visitors to Avon.
- Availability of these beds will not be limited by fractional, whole-ownership, or vacation club ownership.

# Lot B Hotel Development Application

## **ECONOMIC AND DESIGN CONSIDERATIONS**

This proposed development adheres closely to the design principals articulated in the West Town Center Investment Plan.

- Pursuant to Section H of the plan, the proposed development contributes to the vitality of the pedestrian mall corridor. It is understood that this corridor is an important pedestrian connection.
- The proposed design includes clearly identified pedestrian routes along the corridor, enhances the accessibility of the corridor through design elements which reduce the perceived bulk on the pedestrian mall, and provides a well defined northern terminus of Lettuce Shed Lane at the proposed Lettuce Shed Plaza. This plaza area will offer a variety of activities for all ages and capture sun throughout the day.
- The Central Restaurant Plaza is also envisioned to be an exciting plaza space with access to restaurants and the center of the Main Street corridor. The addition of Town Hall to this area will become a critical component to activate the mall and will compliment the hotel development. The central location of this plaza will make this space an attractive environment for outdoor cafes and dining al fresco.
- The building form and land use should help strengthen this experience. The combination of effective design, increased economic opportunities, and cooperative development with neighboring land owners should offer an opportunity for the Town of Avon to realize the vision as contained in the Town Center Plan.

# Lot B Hotel Development Application

## UNIQUE DESIGN ELEMENTS

The Lot B hotel project will incorporate innovative and unique design elements that will enhance the Town Center area. These elements include:

- **Micro-Retail Spaces:** These cutting-edge spaces enable smaller and more flexible business opportunities. Each space can nimbly accommodate different sellers and their inventory in affordable venues for micro businesses as they get off the ground. These spaces also provide a way of adding local flavor, as well as testing consumer interest in cutting-edge products before staging broader rollouts.
- **Low-Emission Vehicle Spaces/Charging Stations:** Parking spaces designated for LEFE vehicles (as defined by the EPA SmartWay website) with electric charging stations provides added convenience for those making the effort to reduce their carbon footprint. With a growing market nationwide for plug-in electric vehicles and hybrid vehicles, accommodating these vehicles further enhances the desirability of Avon Town Center.
- **Enhanced Bike Facilities:** By placing bicycle parking within the covered areas of the garage, the project encourages and makes more convenient the use of bicycle transportation to access the town center. With protection from the elements, non-motorized transport becomes a reasonable vehicular option on a year-round basis.
- **Exciting Mountain Contemporary Design:** Through the use native materials, colors, and design elements, the building offers a contemporary feel while still integrating well within the existing neighborhood. Balconies serve to invite guests outside to enjoy the beautiful Colorado environment; the metal roof forms reflect the subtle outlines of the surrounding peaks; the earth tone colors compliment the trees, rock and soil that surrounds Avon; and the use of native stone connects the building to its Colorado origins.

# Lot B Hotel Development Application

## **RESPONSE TO COMMENTS FROM STAFF, P&Z, AND TOWN OFFICIALS**

In response to the comments of staff, P&Z, and Town officials on the major development submission for the project, many significant changes have been made to the plans for the project. Highlights of those changes include:

- Elimination of the 2nd curb cut on West Beaver Creek Blvd to provide access to the site from the shared access drive across from Sun Rd. This was a significant change that addressed concerns that have historically existed on Lot B.
- Submission of AEC applications for the project.
- Maintenance of an emergency access from West Beaver Creek Blvd and enhancement of the parking deck per fire department requirements.
- Alteration of exterior building finishes, fenestration, balconies, roof design, and other elements. These design changes were undertaken to achieve several objectives: 1) To reduce the apparent mass and scale of the building; 2) To enhance the connectivity of the building to the surrounding neighborhood; and 3) To align the design of the project with the vision of the Town to establish a more consistent architecture in the Town that reflects the mountain character of the area.
- Creation of a pedestrian walkway between Lots B and C to connect West Beaver Creek Blvd and the Main Street mall.
- Increased landscaping to exceed minimum requirements
- Plans to use the Heat Recovery System to limit the energy usage of the project
- Plans to reduce the impact of the development on the environment and to increase the ways the project can support the goal of increased bike/pedestrian activity for the Town of Avon.

# Lot B Hotel Development Application

## **CONDITIONS OF P&Z RECOMMENDATION**

Per the recommendation of P&Z and in accordance with agreements that are legacy to the property, Treadstone is working to complete the following items:

- Creation of a parking management plan in concert with the owners of Lot A and Lot 55.
- Completion of a driveway design for the Shared Access improvements. Driveway to be shared with Lot C.
- Discussions with the Town of Avon regarding the use of excess capacity from the heat recovery system.
- Discussions with the Town of Avon regarding the landscaping of the areas adjacent to Lot B.

# Lot B Hotel Development Application

## PARKING MANAGEMENT PLAN

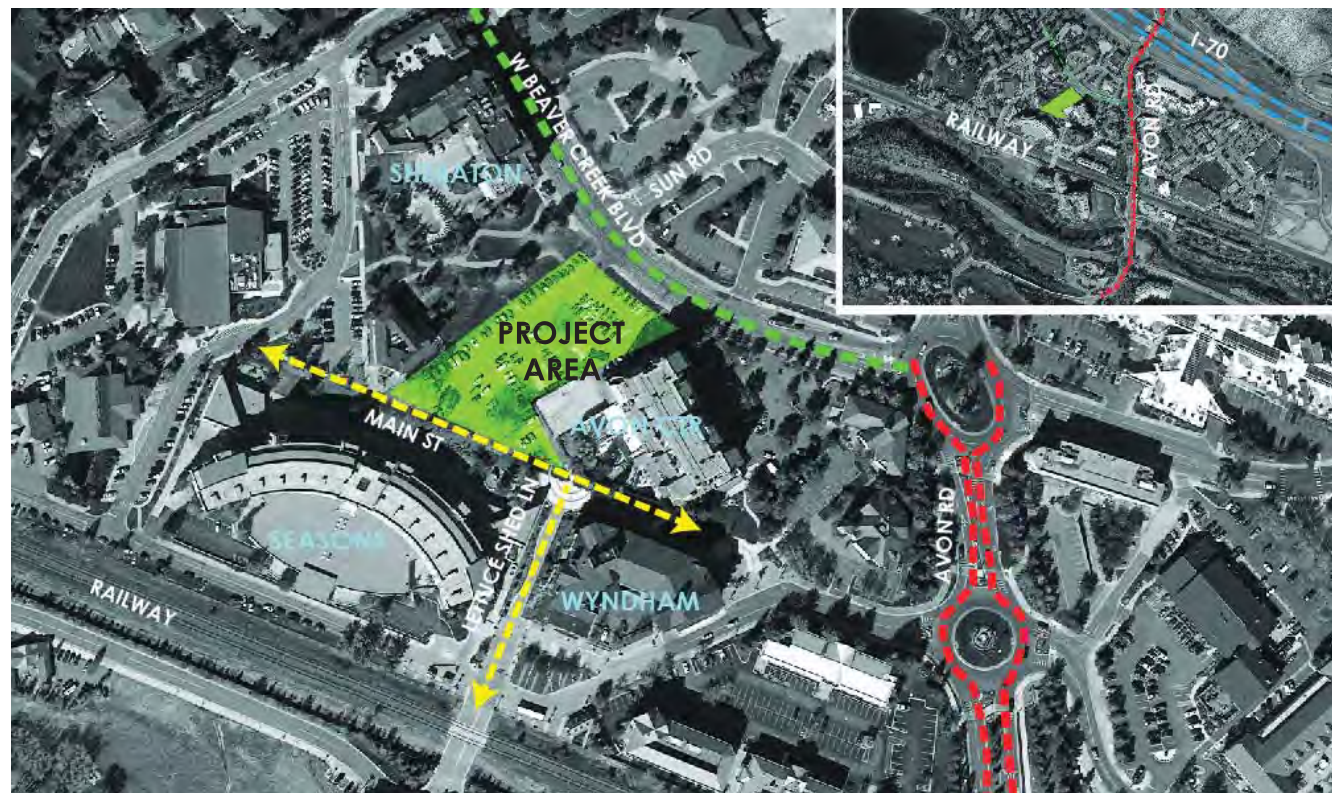
Treadstone has worked closely with the Lodge at Avon and Alpine Bank to develop a parking management plan for the area that includes Lot B, Lot A, Outlot 1, and Lot 55. Highlights of this draft plan are:

- The parking design includes sufficient parking to meet both code and anticipated demand. The Walker Parking study confirmed that the total study area would have 20 spaces in excess of what would be required by code and 61 spaces in excess of peak demand.
- All parties will need to take part in the management plan. This is a big change vs the historical status quo of simply having 100+ available spaces at all times.
- A significant component of the plan is to be sure all parties are using the parking on their properties first.
- Parking on Lot B will assume 3 groups of users: Hotel guests and employees, Lodge at Avon owners/tenants/renters who have access to the Lot A underground garage, and all others.
- A validation system will be in place to ensure that users of the Lot B parking are owners/customers/tenants of the buildings located on Lots A, B, and 55.
- Parkers who exceed their validation time will pay a parking fee. The fee will be market driven and may vary by season.
- Treadstone is committed to working with the neighbors to facilitate efficient and effective use of the parking resources.

# MAJOR DEVELOPMENT SUBMITTAL AVON HOTEL



VICINITY MAP



## PROJECT TEAM

OWNERS:  
TREADSTONE DEVELOPMENT, LLC  
505 8TH STREET  
HERMOSA BEACH, CA 90254

ARCHITECT  
**STERN ARCHITECTS, INC.**  
2961 W. MacArthur BLVD., SUITE 120  
SANTA ANA, CA 92704  
T. 714-556-2656  
F. 714-556-2696

LANDSCAPE ARCHITECT  
**ZEHRN AND ASSOCIATES, INC.**  
P.O. BOX 1976  
AVON, CO 81620  
(970) 949-0257  
PEDRO CAMPOS, PLA

STRUCTURAL ENGINEER  
**ITG**  
300 N. LAKE AVENUE,  
14TH FLOOR  
PASADENA, CA 91101  
(626) 463-2800  
ED GHARIBANS, SE

CIVIL ENGINEER  
**ITG**  
9222 TEDDY LANE  
LONE TREE, CO 80124  
(303) 792-0557  
WARD MAHANKE

MEP ENGINEER  
**GIVEN AND ASSOCIATE**  
735 S. ZENON CT., SUITE 201  
LAKEWOOD, CO 81620  
JEFF GIVEN

## SHEET INDEX

### ARCHITECTURAL

- A-0.0 TITLE SHEET + INDEX
- A-1.0 SITE PLAN
- A-1.1 OVERALL BASEMENT PLAN
- A-1.2 OVERALL 3RD FLOOR PLAN
- A-1.3 OVERALL ROOF PLAN WITH CONTOUR - UNDER 80'
- A-2.0 FLOOR PLAN - HOTEL LOBBY + BSMT
- A-2.1 FLOOR PLAN - HOTEL
- A-2.2 FLOOR PLAN - HOTEL
- A-2.3 ROOF PLAN - HOTEL
- A-2.4 FLOOR PLAN - FITNESS /SPA
- A-2.5 FLOOR PLAN - CONDO
- A-3.0 EXTERIOR ELEVATIONS - HOTEL
- A-3.1 EXTERIOR ELEVATIONS - CONDO
- A-3.2 ENLARGED ELEVATION + DETAILS
- A-4.0 SECTIONS
- A-4.1 SECTIONS

STAMP AREA

CONSULTANT

PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

REVISIONS

HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING REVISION #3	10.18.2016
PLANNING REVISION #4	11.09.2016
P+Z PRESENTATION	11.14.2016
TOWN COUNCIL PRESENTATION	12.05.2016
PROJECT NO:	15-57
DATE:	12.05.2016
DRAWN BY:	SHS
CHECKED BY:	RSS
SHEET TITLE	

AVON HOTEL

SHEET NUMBER

**A-0.0**

LEGEND

- ☐ TELEPHONE PEDESTAL OR VAULT
- ☐ CABLE TV PEDESTAL OR VAULT
- ☐ ELECTRIC PEDESTAL OR VAULT
- ⊙ TELEPHONE MANHOLE
- ⊙ WATER MANHOLE
- ⊙ FIRE HYDRANT
- ⊙ WATER VALVE
- ⊙ SANITARY SEWER MANHOLE
- ⊙ STORM DRAINAGE MANHOLE
- ⊙ ELECTRIC MANHOLE
- ⊙ FIBER OPTIC VAULT
- ⊙ STREET LIGHT
- ⊙ FOUND MONUMENT AS DESCRIBED

- ▨ CONCRETE WALK OR PAVEMENT
- UNDERGROUND STORM PIPE
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE
- UNDERGROUND GAS
- UNDERGROUND CABLE TV
- UNDERGROUND FIBER OPTIC
- ROCK WALL
- ⊙ EVERGREEN TREES
- ⊙ DECIDUOUS TREES
- ⊙ ELEVATIONS AT BUILDING ENTRANCES

NOTE: IMPROVEMENTS SHOWN BEYOND AREAS MARKED "LIMITS OF SURVEY" WERE NOT FIELD VERIFIED AND ARE SHOWN FOR REFERENCE ONLY, AS PROVIDED BY OTHERS.

STAMP AREA

CONSULTANT



TTG ENGINEERS, INC.  
Consulting Engineers

9222 Teddy Lane  
Lone Tree, CO 80124  
t. (303) 792-0557

PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

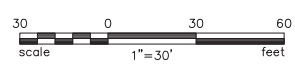
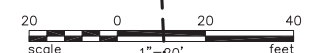
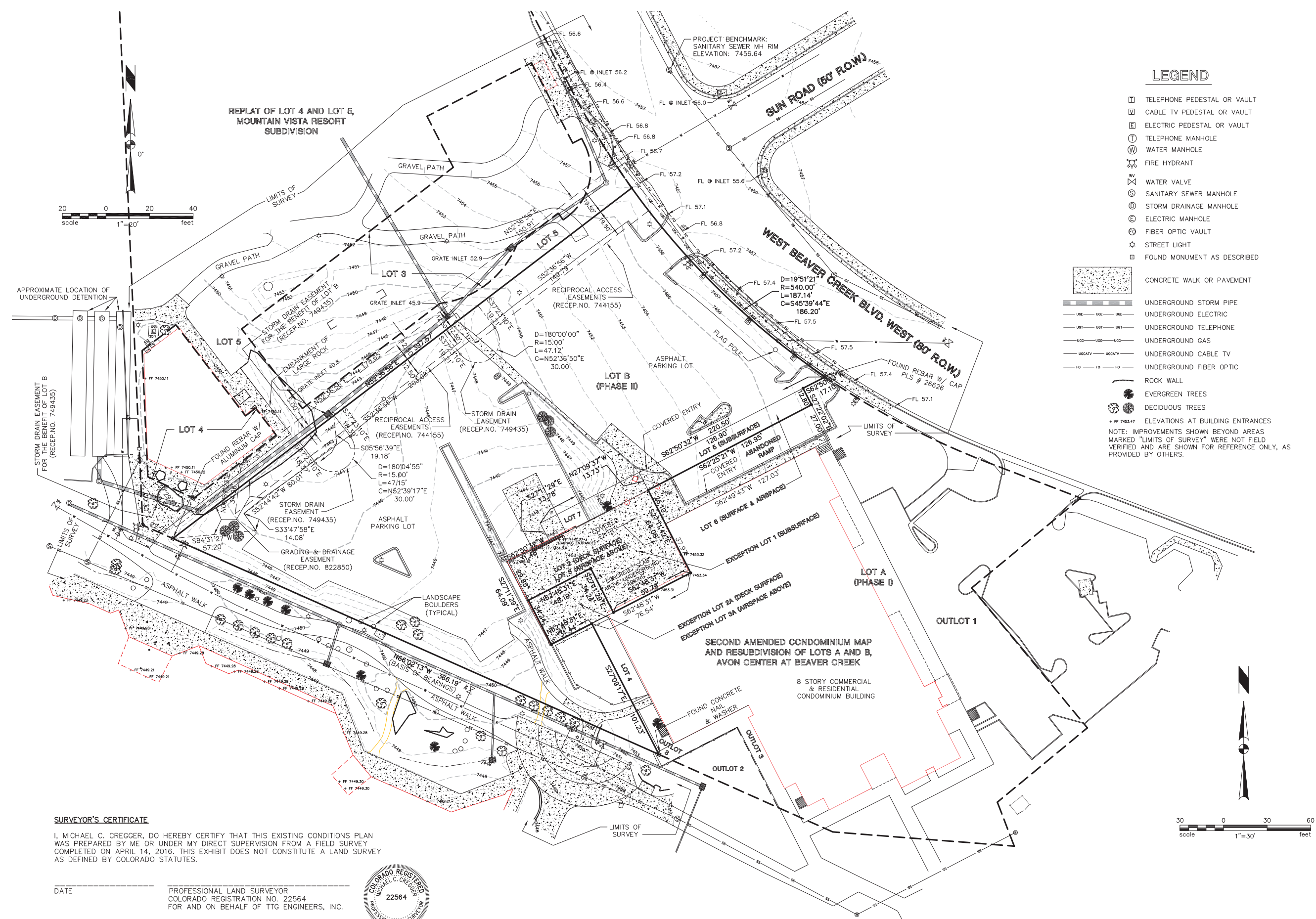
REVISIONS

HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
REVISION #2	10.18.2016

PROJECT NO: 900-322  
DATE: 10.18.2016  
DRAWN BY: MCC  
CHECKED BY: -  
SHEET TITLE

EXISTING CONDITIONS  
PLAN

SHEET NUMBER



SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXISTING CONDITIONS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION FROM A FIELD SURVEY COMPLETED ON APRIL 14, 2016. THIS EXHIBIT DOES NOT CONSTITUTE A LAND SURVEY AS DEFINED BY COLORADO STATUTES.

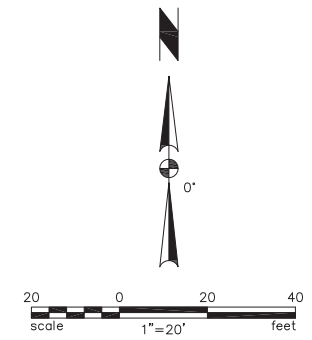
DATE \_\_\_\_\_ PROFESSIONAL LAND SURVEYOR  
MICHAEL C. CREGGER  
COLORADO REGISTRATION NO. 22564  
FOR AND ON BEHALF OF TTG ENGINEERS, INC.



SURVEY NOTES:

1. INFORMATION REGARDING EASEMENTS AND RIGHTS-OF-WAY WAS TAKEN FROM SCHEDULE B-SECTION 2 OF TITLE COMMITMENT NO. 454-H0391311-060-SG1, AMENDMENT NO. 2 PREPARED BY HERITAGE TITLE COMPANY, DATED JANUARY 13, 2014 AS PROVIDED BY TREADSTONE DEVELOPMENT, LLC AND THIS INFORMATION DOES NOT INDICATE A TITLE SEARCH BY TTG ENGINEERS, INC.
2. ANY UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATED AS LOCATED BY FIELD SURVEY FROM EXISTING SURFACE EVIDENCE OR MAPS PROVIDED BY OTHERS. OTHER UNDERGROUND UTILITY LINES AND SERVICE LINES MAY EXIST FOR WHICH THERE IS NO SURFACE EVIDENCE, AND THIS EXISTING CONDITION PLAN SHOULD NOT BE RELIED UPON FOR CONSTRUCTION WITHOUT FIRST CONTACTING THE APPROPRIATE AGENCIES OR AUTHORITIES.





STAMP AREA

CONSULTANT



9222 Teddy Lane  
Lone Tree, CO 80124  
t. (303) 792-0557

PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

REVISIONS

HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
REVISION #2	10.18.2016

PROJECT NO: 900-322  
 DATE: 10.18.2016  
 DRAWN BY: WM  
 CHECKED BY: -  
 SHEET TITLE

GRADING PLAN

SHEET NUMBER

**G-1**

STAMP AREA

CONSULTANT



**TTG ENGINEERS, INC.**  
Consulting Engineers

9222 Teddy Lane  
Lone Tree, CO 80124  
t. (303) 792-0557

PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

REVISIONS

HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
REVISION #2	10.18.2016

PROJECT NO: 900-322

DATE: 10.18.2016

DRAWN BY: WM

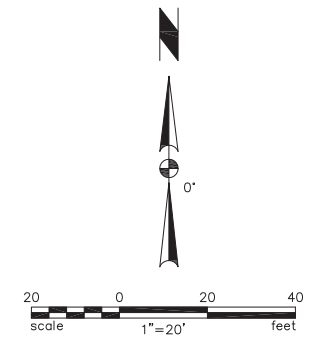
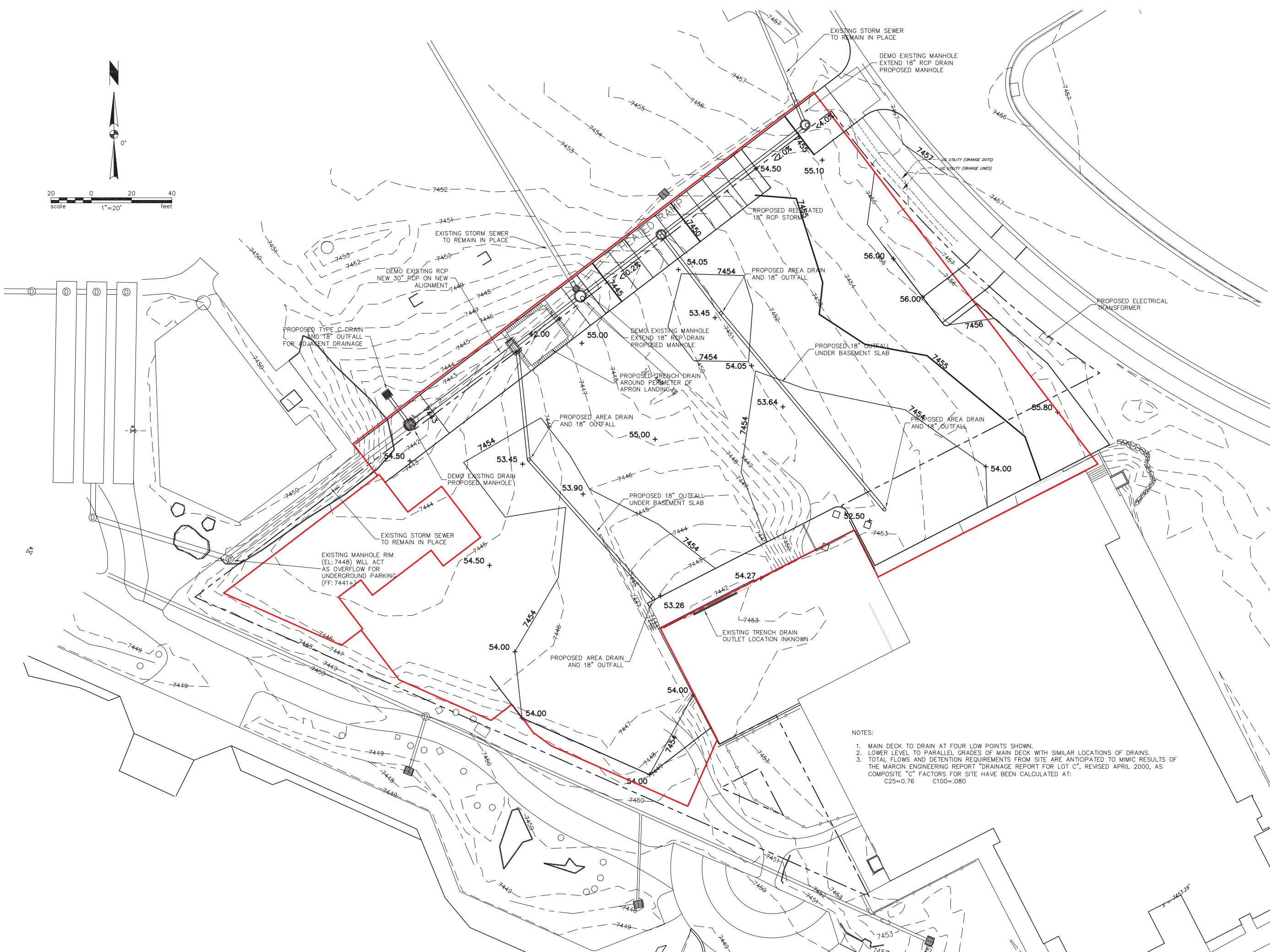
CHECKED BY:

SHEET TITLE

**STORMWATER  
MANAGEMENT  
PLAN**

SHEET NUMBER

**SWMP-1**



- NOTES:
1. MAIN DECK TO DRAIN AT FOUR LOW POINTS SHOWN.
  2. LOWER LEVEL TO PARALLEL GRADES OF MAIN DECK WITH SIMILAR LOCATIONS OF DRAINS.
  3. TOTAL FLOWS AND DETENTION REQUIREMENTS FROM SITE ARE ANTICIPATED TO MIMIC RESULTS OF THE MARCIN ENGINEERING REPORT "DRAINAGE REPORT FOR LOT C", REVISED APRIL 2000, AS COMPOSITE "C" FACTORS FOR SITE HAVE BEEN CALCULATED AT:  
C25=0.76 C100=.080

STAMP AREA

CONSULTANT



**TTG ENGINEERS, INC.**  
Consulting Engineers

9222 Teddy Lane  
Lone Tree, CO 80124  
t. (303) 792-0557

PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

REVISIONS

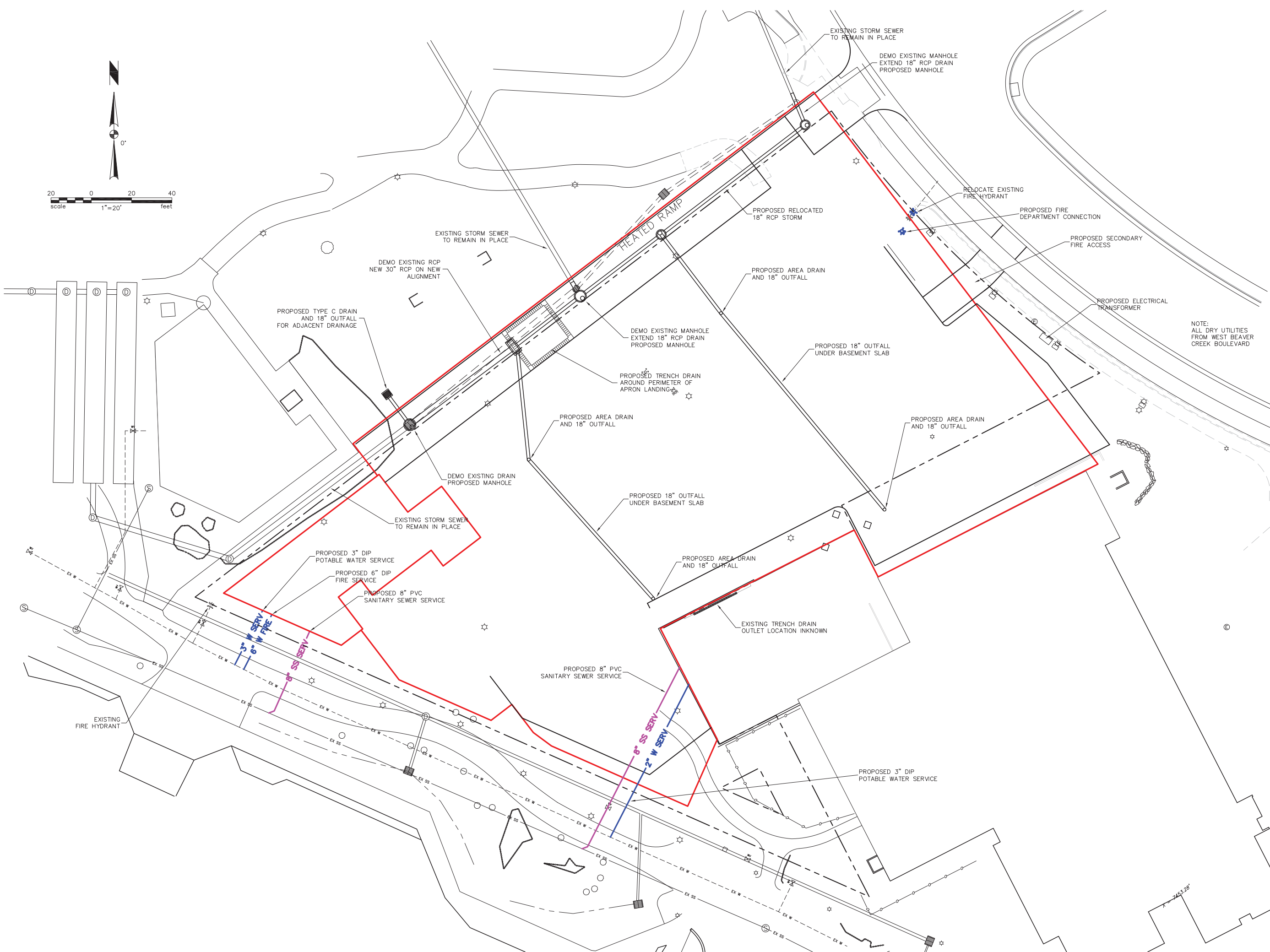
HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
REVISION #2	10.18.2016

PROJECT NO: 900-322  
DATE: 10.18.2016  
DRAWN BY: WM  
CHECKED BY: -  
SHEET TITLE

UTILITY PLAN

SHEET NUMBER

**U-1**



NOTE:  
ALL DRY UTILITIES  
FROM WEST BEAVER  
CREEK BOULEVARD

STAMP AREA

CONSULTANT



PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

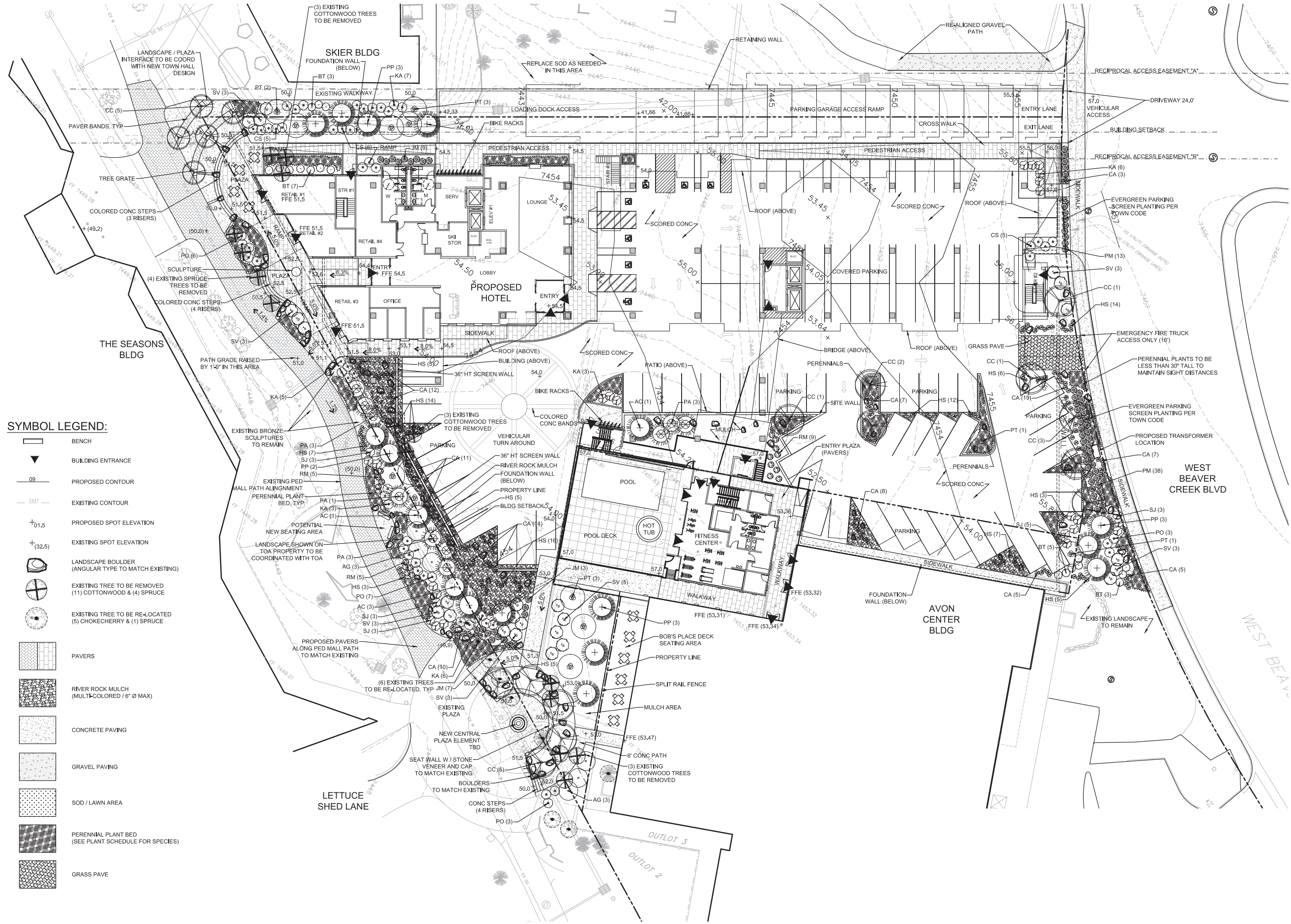
REVISIONS

HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING RE-SUBMITTAL	10.18.2016

PROJECT NO.	15-57
DATE	07.12.2016
DRAWN BY	JAG
CHECKED BY	PC
SHEET TITLE	

LANDSCAPE PLAN

SHEET NUMBER



CONCEPTUAL LANDSCAPE PLAN 1  
1" = 20'-0"



L-1.0



505 8TH Street  
Hermosa Beach, CA 90254  
t.(310) 999-8791  
www.treadcon.com



2961 W. MacArthur Blvd.  
Suite 120  
Santa Ana, California, 92704  
t. (714) 556-2656  
f. (714) 556-2696

STAMP AREA

CONSULTANT



**Z E H R E N**  
AND ASSOCIATES, INC.  
ARCHITECTURE-PLANNING-INTERIORS  
LANDSCAPE ARCHITECTURE  
P.O. Box 1976 - Avon, Colorado 81620  
(970) 946-0207 FAX (970) 946-1090  
101 El Paso - Santa Barbara, CA 93101  
(805) 963-6890 FAX (805) 963-8102

PROJECT TITLE

ENTITLEMENT PACKAGE:

## AVON HOTEL

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

REVISIONS

HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING RE-SUBMITTAL	10.18.2016

PROJECT NO.	15-57
DATE	07.12.2016
DRAWN BY	JAG
CHECKED BY	PC
SHEET TITLE	

### LANDSCAPE NOTES AND PLANT SCHEDULE

SHEET NUMBER

### PLANT SCHEDULE

Symbol	Key	Botanical	Description	QTY	Size	Spacing	Notes
	AG	<i>Acer grandidentatum</i>	Bigtooth Maple	3	2.5" Cal.	as shown	Single Stem
	PT	<i>Populus tremuloides</i>	Quaking Aspen	9	3" Cal.	as shown	Single and Multi - Stem
	CC	<i>Crataegus crus-galli nemris</i>	Thornless Cockspur Hawthorne	18	2.5" Cal.	as shown	Single Stem

Symbol	Key	Botanical	Description	QTY	Size	Spacing	Notes
	AC	<i>Abies concolor</i>	White Fir	4	8' Ht.	as shown	
	PP	<i>Picea pungens 'Fat Albert'</i>	Fat Albert Blue Spruce	12	6' Ht. 8' 10' Ht.	as shown	Provide (4) trees at each specified Ht.
	PA	<i>Pinus aristata</i>	Bristlecone Pine	7	6' Ht.	as shown	

Symbol	Key	Botanical	Common Name	QTY	Size	Spacing	Notes
	CS	<i>Cornus sericea 'Isanti'</i>	Isanti Dogwood	13	5 gal.	as shown	
	JM	<i>Juniperus x media 'Sea Green'</i>	Sea Green Juniper	10	5 gal.	as shown	
	KA	<i>Kolkwitzia amabilis</i>	Beauty Bush	30	5 gal.	as shown	
	PO	<i>Physocarpus opulifolius 'Amber Jubilee'</i>	Amber Jubilee Ninebark	19	5 gal.	as shown	
	PM	<i>Pinus mugo 'Big Tuna'</i>	Big Tuna Mugo Pine	51	3' ht.	as shown	
	BT	<i>Berberis thunbergii 'Atropurpurea'</i>	Japanese Barberry	11	5 gal.	as shown	
	RM	<i>Rosa 'Morden Sunrise'</i>	Morden Sunrise Rose	14	5 gal.	as shown	
	SJ	<i>Spiraea japonica 'Goldflame'</i>	Goldflame Spirea	17	5 gal.	as shown	
	SV	<i>Syringa vulgaris 'Albert Holden'</i>	Albert Holden Lilac	22	15 gal.	as shown	

Symbol	Key	Botanical	Common Name	QTY	Size	Spacing	Notes
	CA	<i>Calamagrostis acutiflora 'Karl Forester'</i>	Karl Forester Feather Reed Grass	104	5 gal.	as shown	
	HS	<i>Helictotrichon sempervirens</i>	Blue Avena Grass	95	5 gal.	as shown	

Symbol	Key	Botanical	Common Name	QTY	Size	Spacing	Notes
	N/A	<i>Aquilegia chrysantha</i>	Yellow Columbine	60	1 gal.	18"	
	N/A	<i>Aquilegia coerulea</i>	Rocky Mountain Columbine	64	1 gal.	18"	
	N/A	<i>Aquilegia 'White Star'</i>	White Star Columbine	55	1 gal.	18"	
	N/A	<i>Campanula persicifolia</i>	Peach-Leaved Bellflower	61	1 gal.	18"	
	Eu	<i>Enochium umbellatum</i>	Sulphur Flower	31	1 gal.	18"	
	N/A	<i>Geranium caespitosum</i>	Purple Wild Cranesbill	42	1 gal.	18"	
	N/A	<i>Geranium viscosissimum</i>	Sticky Geranium	43	1 gal.	18"	
	N/A	<i>Hemerocallis 'Autumn Red'</i>	Red Daylily	66	1 gal.	18"	
	N/A	<i>Hemerocallis 'Hypenon'</i>	Yellow Daylily	60	1 gal.	18"	
	N/A	<i>Hemerocallis 'Stella De Oro'</i>	Dwarf Gold Daylily	57	1 gal.	18"	
	N/A	<i>Helleborus sanguinea 'Sylvestris'</i>	Red Coral Bells	56	1 gal.	18"	
	N/A	<i>Macraeranthera lugeliana</i>	Santa Fe Aster	43	1 gal.	18"	
	N/A	<i>Monarda 'Gardenview Scarlet'</i>	Red Bee-Balm	57	1 gal.	18"	
	N/A	<i>Osteospermum 'Avalanche'</i>	Avalanche White Dwarf Sun Daisy	49	1 gal.	18"	
	N/A	<i>Rudbeckia fulgida</i>	Black Eyed Susan	55	1 gal.	18"	
	N/A	<i>Salvia nemorosa</i>	Purple Salvia	55	1 gal.	18"	

Symbol	Key	Botanical	Common Name	QTY	Size	Spacing	Notes
		<i>Poa pratensis</i>	Kentucky Bluegrass Sod	478 s.f.	N/A	N/A	

### IRRIGATION NOTES & SPECIFICATIONS:

- AUTOMATIC DRIP IRRIGATION SHALL BE PROVIDED AT ALL NEW TREES, SHRUBS, AND PERENNIAL BEDS. AUTOMATIC 6" POP-UP SPRAY HEADS OR ROTORS SHALL BE PROVIDED FOR LAWN AREAS. ALL OVERHEAD IRRIGATION HEADS SHALL BE SPACED ON CENTER PER THEIR COVERAGE RADIUS TO PROVIDE EVEN AND EFFICIENT WATERING.
- FLUSH DIRT AND DEBRIS FROM PIPING BEFORE INSTALLING SPRINKLERS AND OTHER DEVICES.
- A LOW VOLTAGE SYSTEM MANUFACTURED EXPRESSLY FOR CONTROL OF AUTOMATIC CIRCUIT VALVES OF AN IRRIGATION SYSTEM SHALL BE INSTALLED. SYSTEM SHALL INCLUDE AN ADJUSTABLE 24 HOUR TIME CLOCK WHICH WILL ALLOW FOR AUTOMATIC, SEMI-AUTOMATIC, OR MANUAL OPERATION; CIRCUIT CONTROL WHICH ALLOWS FOR MANUAL OR AUTOMATIC OPERATION; AND PROGRAMMABLE CAPABILITIES THAT ALLOW FOR INDEPENDENT WATERING SCHEDULES PER ZONE. THE SYSTEM SHALL INCLUDE A PRESSURE REGULATOR AND BACKFLOW PREVENTOR DEVICE WITH 20 GPM AT 60 PSI AT A 1" POINT OF CONNECTION. NOTIFY LANDSCAPE ARCHITECT IF THE REQUIRED FLOW CANNOT BE MET.
- IRRIGATION SYSTEM TO INCLUDE AN AUTOMATIC MOISTURE SENSOR THAT IS ABLE TO SHUT OFF THE SYSTEM WHEN RAIN IS DETECTED.
- PROVIDE 4" PVC SLEEVING BELOW ALL HARDSCAPE TO ADJACENT PLANTING AREAS.
- MAINLINE IS TO BE BURIED 12"-18" BELOW FINISHED GRADE. LATERAL PIPES SHALL BE BURIED 8"-12" BELOW FINISHED GRADE IN LANDSCAPED AREAS AND A MINIMUM OF 2" BELOW FINISHED GRADE IN NATIVE/UNDISTURBED AREAS. ALL PIPE TRENCHES SHALL BE FREE OF ROCKS AND DEBRIS PRIOR TO PIPE INSTALLATION. BACKFILL TRENCHES WITH SOIL THAT IS FREE OF ROCKS AND DEBRIS.
- INSTALL ALL DRIP IRRIGATION LINES PER MANUFACTURER SPECIFICATIONS.
- VALVE BOX LOCATIONS ARE TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- CONTRACTOR IS TO PROVIDE OWNER WITH AS-BUILT IRRIGATION PLANS THAT INCLUDE APPROXIMATE MAINLINE ROUTING AND VALVE BOX LOCATIONS.
- THE FOLLOWING IRRIGATION TESTS AND INSPECTIONS SHALL BE COMPLETED BY THE CONTRACTOR:
  - 10.1.LEAK TEST: AFTER INSTALLATION, CHARGE SYSTEM AND TEST FOR LEAKS. REPAIR LEAKS AND RETEST UNTIL NO LEAKS EXIST.
  - 10.2.OPERATIONAL TEST: AFTER ELECTRICAL CIRCUITRY HAS BEEN ENERGIZED, OPERATE CONTROLLERS AND AUTOMATIC CONTROL VALVES TO CONFIRM PROPER SYSTEM OPERATION
  - 10.3.TEST AND ADJUST CONTROLS AND SAFETIES: REPLACE DAMAGED AND MALFUNCTIONING CONTROLS AND EQUIPMENT.
- CONTRACTOR IS TO PROVIDE START UP AND BLOW-OUT SERVICES FOR IRRIGATION SYSTEM FOR THE FIRST SEASON IT IS INSTALLED.

#### IRRIGATION AREA CALCULATIONS

Landscape Area Provided 11,622 SF	17.4% of Lot / Sq. Ft.
Total Irrigated Area 2,018 SF	17.4% of Landscaped area / Sq. Ft.
Spray Area 478 SF	23.7% of Irrigated area / Sq. Ft.
Drip Area 1,540 SF	76.3% of Irrigated area / Sq. Ft.

### SITE CALCULATIONS:

- SITE AREAS WITHIN PROPERTY BOUNDARY
- TOTAL LOT AREA: 66,925 SF
  - TOTAL LANDSCAPE AREA: 11,622 SF = 17.4% OF TOTAL SITE AREA

ADDITIONAL LANDSCAPE AREAS SHOWN OUTSIDE OF PROPERTY BOUNDARY = 5,819 SF

### PLANTING NOTES AND SPECIFICATIONS:

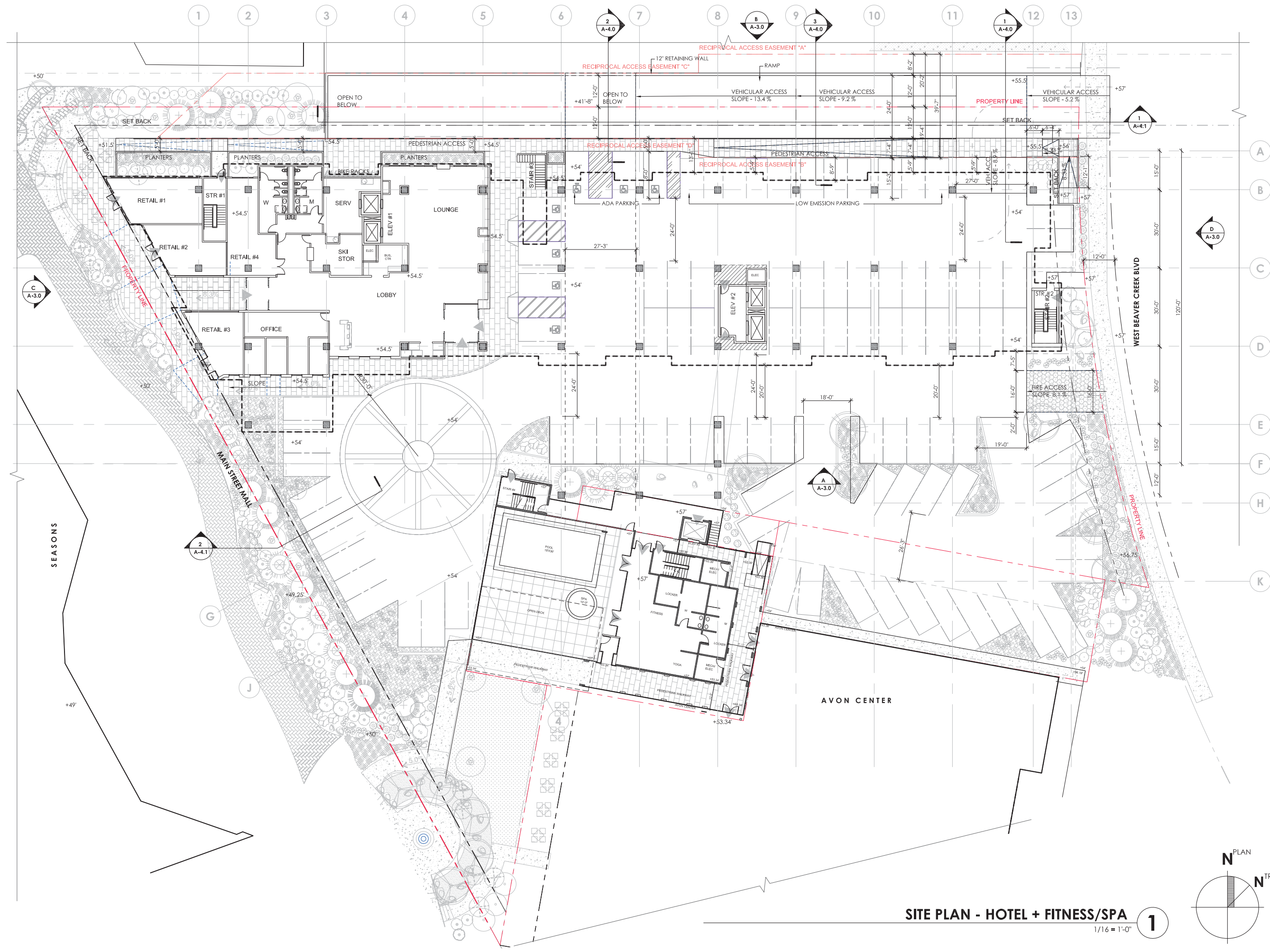
- ALL PLANT MATERIALS SHALL BE NURSERY GROWN. PLANTS SHALL BE HEALTHY AND FREE OF DISEASE AND PESTS. ALL PLANT MATERIALS ARE TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- LAYOUT AND LOCATION OF ALL PLANTS AND TREES TO BE APPROVED BY OWNER OR LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- LANDSCAPE CONTRACTOR SHALL SUPPLY PHOTOS AND LOCATION OF THE SOURCE OF ALL TREES AND SHRUBS TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO DELIVERY OF MATERIALS TO THE PROJECT SITE.
- ALL CONTAINER PLANTS SHALL HAVE BEEN GROWN IN THE CONTAINERS IN WHICH THEY ARE DELIVERED FOR A MINIMUM OF TWO MONTHS, BUT NOT MORE THAN TWO YEARS FOR SHRUBS AND GRASSES AND ONE YEAR FOR PERENNIALS AND GROUND COVERS.
- TOP SOIL / PLANTING BACKFILL IS TO BE CLEAN AND WELL SCREENED. IT SHALL CONSIST OF 66% NATIVE TOPSOIL AND 33% COMPOST, WITH A 25% HORSE MANURE CONTENT, TO A DEPTH OF 9" ACROSS THE ENTIRE EXTENT OF ALL PLANTED AREAS, EXCEPT AREA OF SOD.
- ALL TREE AND SHRUB PLANTING AREAS ARE TO BE MULCHED WITH 2" DEPTH MULCH. THE SPECIFIED MULCH FOR ALL PLANTING BEDS IS TO BE A FINE BARK MULCH
- ALL PERENNIAL BEDS SHALL BE COVERED WITH A TOP COAT OF 2" OF COMPOST OR SOIL PEP (NO MULCH). CONTRACTOR SHALL PROVIDE A SAMPLE OF COMPOST AND ITS SOURCE TO LANDSCAPE ARCHITECT PRIOR TO PLANT INSTALLATION.
- TREES SHALL HAVE ALL BINDING MATERIAL REMOVED AROUND THE BASE ON THE TRUNK AND BURLAP MATERIALS REMOVED AT LEAST HALFWAY TO THE MIDDLE OF THE ROOT BALL PRIOR TO BACKFILLING AND PLANTING.
- EVERGREEN TREES GREATER THAN 6' ARE TO BE STAKED WITH (3) 5" STEEL T-STAKES AND GUYED WITH GALVANIZED WIRE.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ERADICATION, REMOVAL, DISPOSAL OF WEEDS WITHIN THE LIMITS OF WORK DURING THE CONSTRUCTION PERIOD AND THROUGH THE PROJECT'S FINAL ACCEPTANCE.
- THE PLACEMENT OF RE-LOCATED TREES SHALL BE COORDINATED WITH AND DETERMINED BY THE TOWN OF AVON.
- AT THE TIME OF PLANTING ALL NEWLY PLANTED TREES AND SHRUBS SHALL BE FERTILIZED WITH BIOSOIL MIX, ALL-PURPOSE FERTILIZER PER MANUFACTURER'S SPECIFICATIONS. THIS FERTILIZER TO BE MIXED IN WITH PLANTING BACKFILL. PLEASE CONTACT ROCKY MOUNTAIN BIO-PRODUCTS, 10801 E. 54TH AVENUE, DENVER, CO. 80239, PHONE (303) 696-8964.
- ALL SOD, PERENNIAL BED, AND MULCH AREAS SHALL BE SEPARATED FROM ONE ANOTHER WITH EDGING. THE PREFERRED PRODUCT IS RYERSON METAL EDGING OR EQUAL. EDGING SHALL BE 1/8" X 4" STEEL ROLL TOP, PINNED IN PLACE WITH THREE 12" EDGING PINS SPACED EVENLY PER 10' SECTION OF EDGING. OVERLAP EDGING BY A MINIMUM 12" AND SECURE OVERLAPPING EDGES WITH 2 PINS. EDGING SHALL NOT EXTEND ABOVE SURROUNDING FINISHED GRADE BY MORE THAN 1/4".
- THE PLANT LIST IS PROVIDED FOR REFERENCE ONLY, AND THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT COUNTS AND IF A DISCREPANCY EXISTS, THE PLAN SHALL DICTATE.
- PRIOR TO PLANTING, THE IRRIGATION SYSTEM SHALL BE FULLY IN PLACE AND OPERATIONAL. ALL PLANTED AREAS ARE TO BE IRRIGATED. IRRIGATION TO BE DESIGN BUILD BY LANDSCAPE CONTRACTOR.
- PREPARATION OF ALL SOD AREAS WILL INCLUDE: LOOSENING THE SOIL TO A MINIMUM OF 6" DEPTH, REMOVING ROCKS AND DEBRIS OVER 1" IN DIAMETER, AND AMENDING WITH 2" COMPOST AND 2" TOPSOIL, AND TILLING TO A MINIMUM 6" DEPTH. ALL SOD AREAS WILL BE GRADED TO BE A SMOOTH, CONSISTENTLY EVEN, FREE DRAINING SURFACE.
- LANDSCAPE CONTRACTOR SHALL SUBMIT A WRITTEN DOCUMENT REGARDING ITS POLICY OF PLANT WARRANTY FOR PLANTS PROVIDED BY CONTRACTOR. EACH WARRANTY SHALL CONFORM TO THE MINIMUM STANDARD OF REPLACING ALL MATERIALS INCLUDING LABOR, DUE TO THE SICKNESS OR DEATH OF A PLANT FOR A PERIOD OF TWO YEARS. FOLLOWING THE PLANTS INSTALLATION AND ACCEPTANCE OF THE PROJECT.
- ALL EXCESS NATIVE SOIL RESULTING FROM SOIL PREP SHALL BE DISPOSED OF AND REMOVED FROM THE SITE.
- REFER TO CIVIL GRADING PLAN FOR PROPOSED GRADES

### GENERAL NOTES:

- ALL DISTURBED OR RE-GRADED AREAS TO BE RE-VEGETATED WITH A LANDSCAPE TREATMENT SIMILAR TO THE AREAS ADJACENT TO THE DISTURBED AREA.
- SILT FENCE OR HAY BALES ARE TO BE PLACED AT THE LIMIT OF CONSTRUCTION AS NEEDED TO PREVENT EROSION AND SEDIMENTATION. A CONSTRUCTION FENCE WILL BE PLACED AT THE LIMIT OF DISTURBANCE WHERE THE SILT FENCE OR HAY BALES ARE NOT USED.
- ALL WORK ON BOTH PROJECTS SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES, AND LOCAL GOVERNMENT STANDARDS PER THE APPROVED PLANS.
- CONTRACTORS SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATES OF ALL UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION AND BECOMING AWARE OF ALL UNDERGROUND UTILITIES AND SUB-SURFACE INFRASTRUCTURE. CONTRACTORS SHALL TAKE SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE TO UTILITIES.
- ALL STRUCTURAL ELEMENTS, BOULDERS AND TREES THAT ARE NOT IDENTIFIED FOR DEMOLITION OR REMOVAL ARE TO BE PRESERVED AND PROTECTED DURING ALL PERIODS OF WORK.
- ALL SITE AND LANDSCAPE ELEMENTS SHALL BE LOCATED AND LAID OUT IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO FINAL INSTALLATION.
- FINAL LOCATION AND STAKING OF ALL PLANT AND HARDSCAPE MATERIALS SHALL BE PERFORMED BY THE LANDSCAPE CONTRACTOR AT THE DIRECTION OF THE LANDSCAPE ARCHITECT. CONTRACTOR SHALL NOT PROCEED WITH PLANTING AND FINAL INSTALLATION UNTIL LAYOUT AND STAKING HAS BEEN FULLY APPROVED BY THE LANDSCAPE ARCHITECT.
- ALL BOULDER PLACEMENT IS TO BE APPROVED IN ADVANCE BY LANDSCAPE ARCHITECT PRIOR TO FINAL PLACEMENT.
- ALL ROADWAY AREAS WITHIN AND SURROUNDING WORK AREAS SHALL BE SWEEP AND CLEANED AT COMPLETION OF WORK EACH DAY AND NO MATERIALS SHALL BE STORED WITHIN OR SURROUNDING THE WORK AREA OVERNIGHT. CONSTRUCTION SHALL NOT BE CONSIDERED COMPLETE UNTIL ALL PROJECT AREAS HAVE BEEN CLEANED OF ALL DIRT, DEBRIS, MATERIALS, AND ALL DAMAGED ITEMS REPAIRED WITH ACCEPTANCE BY THE TOWN ENGINEER AND LANDSCAPE ARCHITECT.

### HARDSCAPE NOTES:

- LANDSCAPE BOULDERS ARE INTENDED TO MATCH THE EXISTING BOULDERS USED ALONG TH PEDESTRIAN MALL AND SHALL BE ANGULAR COLORADO BUFF SANDSTONE BOULDERS WITH VARIATION IN COLOR INCLUDING LIGHT BROWN, BEIGE, DARKS BROWNS, AND RUST ORANGE.
- RIVER ROCK MULCH IS TO BE 3" MINIMUM TO 6" MAXIMUM DIAMETER ROUNDED RIVER COBBLE OF SIMILAR COLOR RANGES AS THOSE USED IN ALONG THE PEDESTRIAN MALL.
- PEDESTRIAN MALL PATH GRADING IS PROPOSED TO BE RAISED BY ONE FOOT IN THE AREA SHOWN ON THE LANDSCAPE PLAN. THIS WILL CREATE A BETTER RELATIONSHIP TO THE RETAIL FRONTAGE AND LOBBY ENTRANCE OF THE NEW HOTEL ALONG THE PEDESTRIAN MALL. LANDSCAPE AREAS ALONG THE SOUTH SIDE OF THE PATH WILL NEED TO BE ADJUSTED TO ACCOMMODATE RAISING THE PATH GRADE.
- PAVERS SHOWN ON PEDESTRIAN MALL PATH ARE INTENDED TO REPLACE THE EXISTING ASPHALT PATH IN ITS CURRENT ALIGNMENT. COLOR AND PATTERN OF THE PAVERS IS TO MATCH THE EXISTING PAVER AREAS TO THE EAST.
- PAVERS SHOWN ALONG THE RETAIL SPACES OF THE NEW HOTEL ARE INTENDED TO BE A DIFFERENT PATTERN WITH A SIMILAR COLOR PALETTE TO COMPLEMENT BOTH THE PEDESTRIAN MALL PAVERS AND COLORS USED ON THE HOTEL.
- VEHICULAR DRIVEWAY PAVERS (80mm THICKNESS) ARE INTENDED TO GUIDE GUESTS TOWARD THE HOTEL LOBBY AND DROP OFF AREA.



STAMP AREA

CONSULTANT

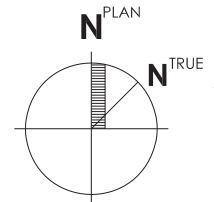
PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

REVISIONS	
HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING REVISION #3	10.18.2016
PLANNING REVISION #4	11.09.2016
P+2 PRESENTATION	11.14.2016
TOWN COUNCIL PRESENTATION	12.05.2016
PROJECT NO:	15-57
DATE:	12.05.2016
DRAWN BY:	SHS
CHECKED BY:	RSS
SHEET TITLE	

SITE PLAN



**SITE PLAN - HOTEL + FITNESS/SPA**  
1/16" = 1'-0" **1**

**A-1.0**

SHEET NUMBER

STAMP AREA

CONSULTANT

PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

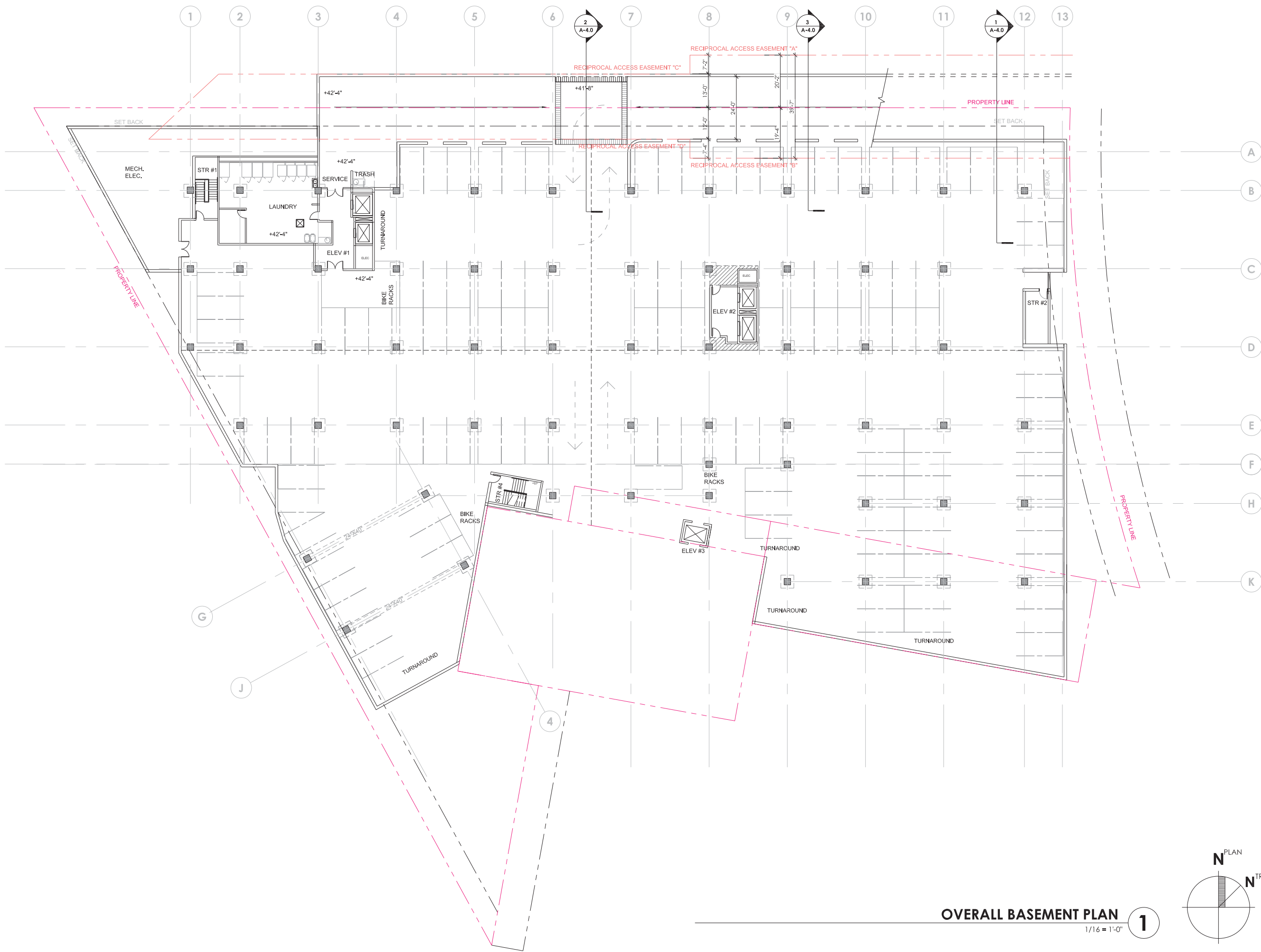
REVISIONS

HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING REVISION #3	10.18.2016
PLANNING REVISION #4	11.09.2016
P+2 PRESENTATION	11.14.2016
TOWN COUNCIL PRESENTATION	12.05.2016
PROJECT NO:	15-57
DATE:	12.05.2016
DRAWN BY:	SHS
CHECKED BY:	RSS
SHEET TITLE	

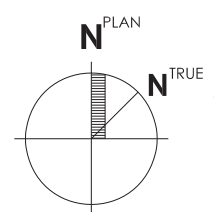
OVERALL BASEMENT  
PLAN

SHEET NUMBER

**A-1.1**



**OVERALL BASEMENT PLAN**  
1/16" = 1'-0" **1**



STAMP AREA

CONSULTANT

PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

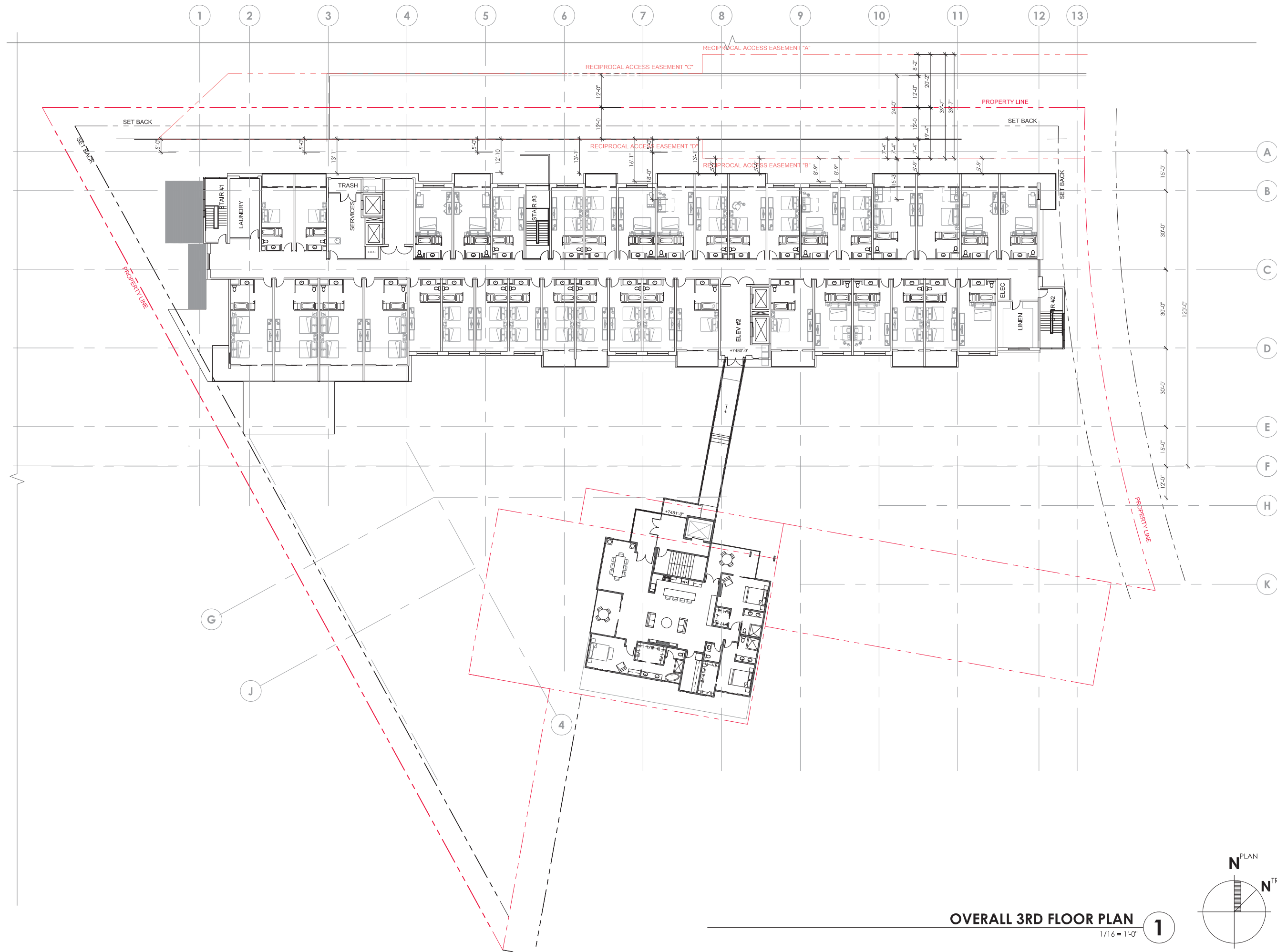
REVISIONS

HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING REVISION #3	10.18.2016
PLANNING REVISION #4	11.09.2016
P+2 PRESENTATION	11.14.2016
TOWN COUNCIL PRESENTATION	12.05.2016
PROJECT NO:	15-57
DATE:	12.05.2016
DRAWN BY:	SHS
CHECKED BY:	RSS
SHEET TITLE	

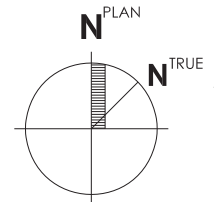
OVERALL 3RD FLOOR PLAN

SHEET NUMBER

**A-1.2**



OVERALL 3RD FLOOR PLAN  
1/16" = 1'-0" **1**





STAMP AREA

CONSULTANT

PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

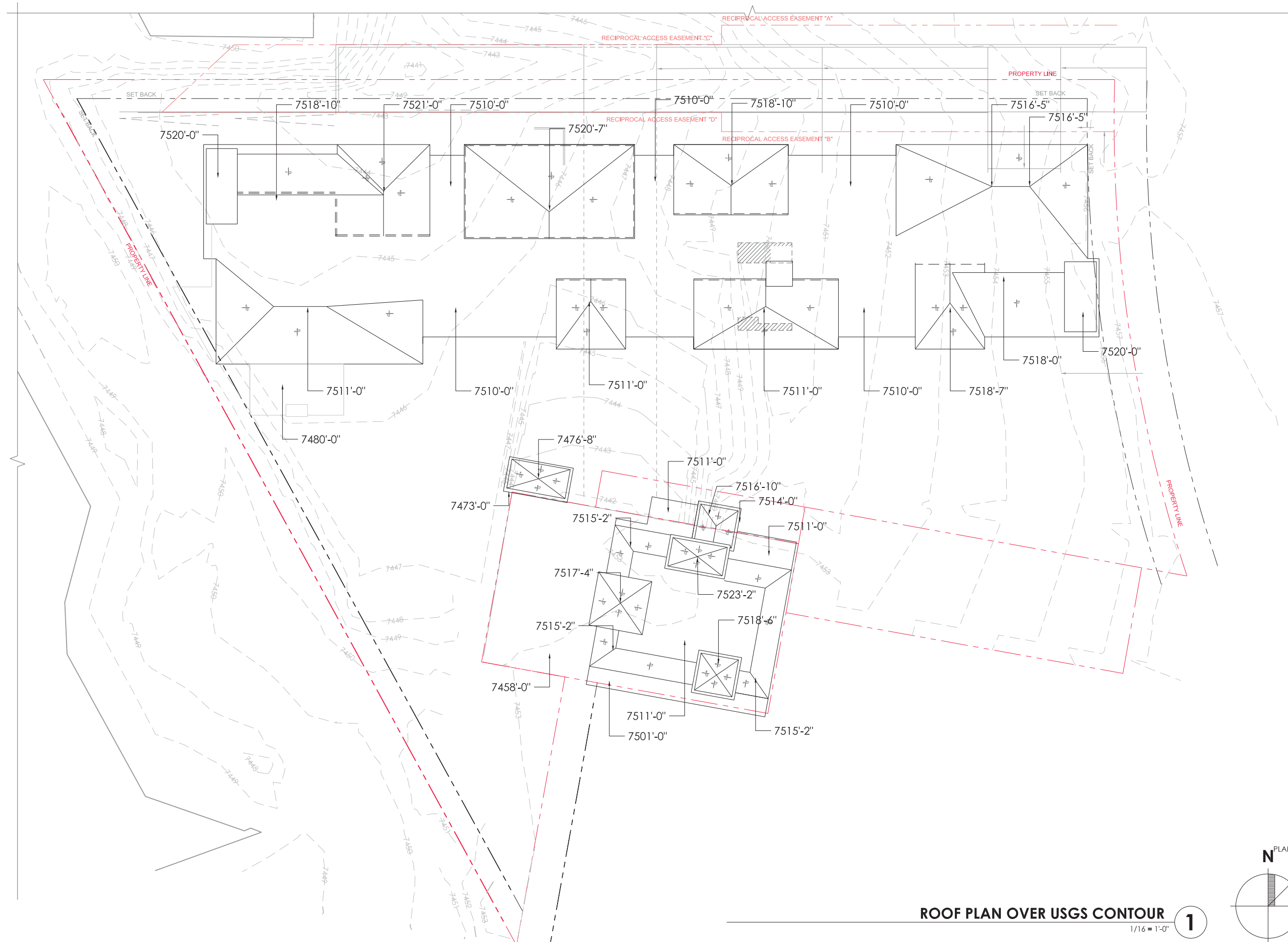
REVISIONS

HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING REVISION #3	10.18.2016
PLANNING REVISION #4	11.09.2016
P+2 PRESENTATION	11.14.2016
TOWN COUNCIL PRESENTATION	12.05.2016
PROJECT NO:	15-57
DATE:	12.05.2016
DRAWN BY:	SHS
CHECKED BY:	RSS
SHEET TITLE	

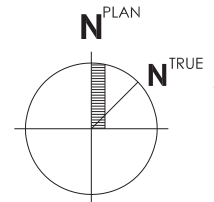
OVERALL ROOF PLAN  
WITH CONTOUR

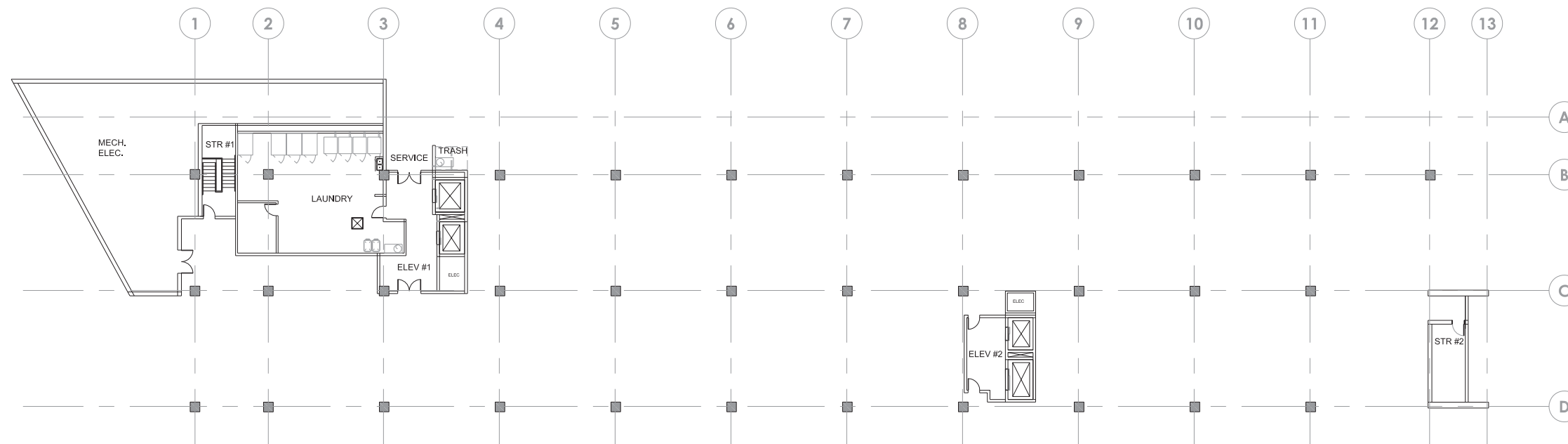
SHEET NUMBER

**A-1.3**

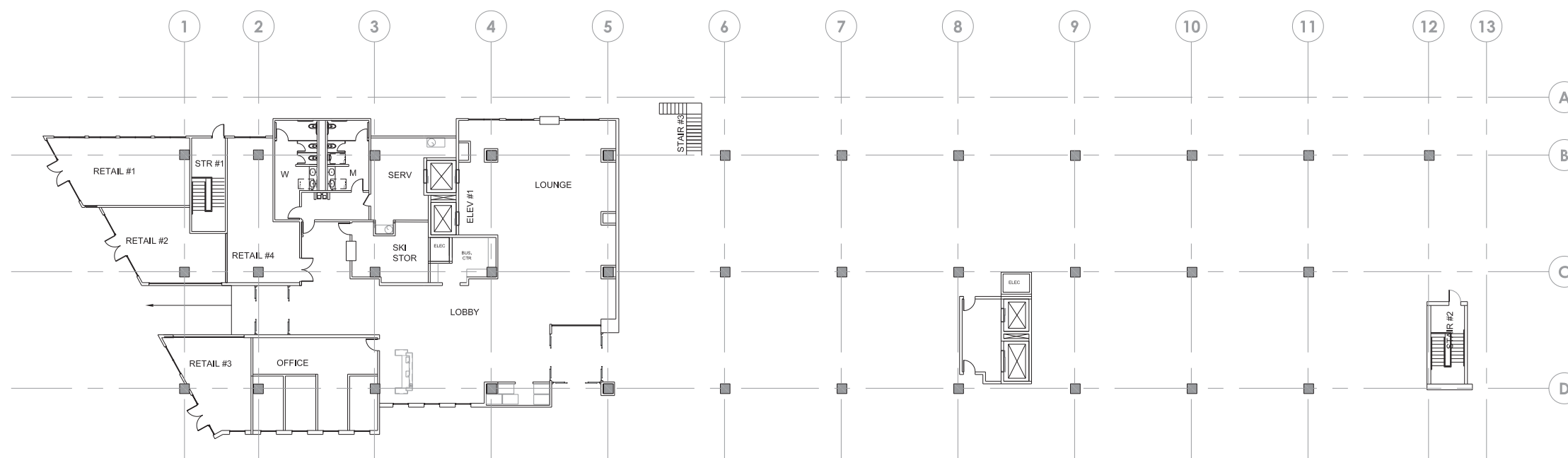


**ROOF PLAN OVER USGS CONTOUR** 1  
1/16" = 1'-0"

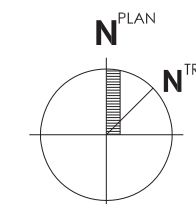




**FLOOR PLAN - BASEMENT** 2  
1/16" = 1'-0"



**FLOOR PLAN - LOBBY** 1  
1/16" = 1'-0"



STAMP AREA

CONSULTANT

PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

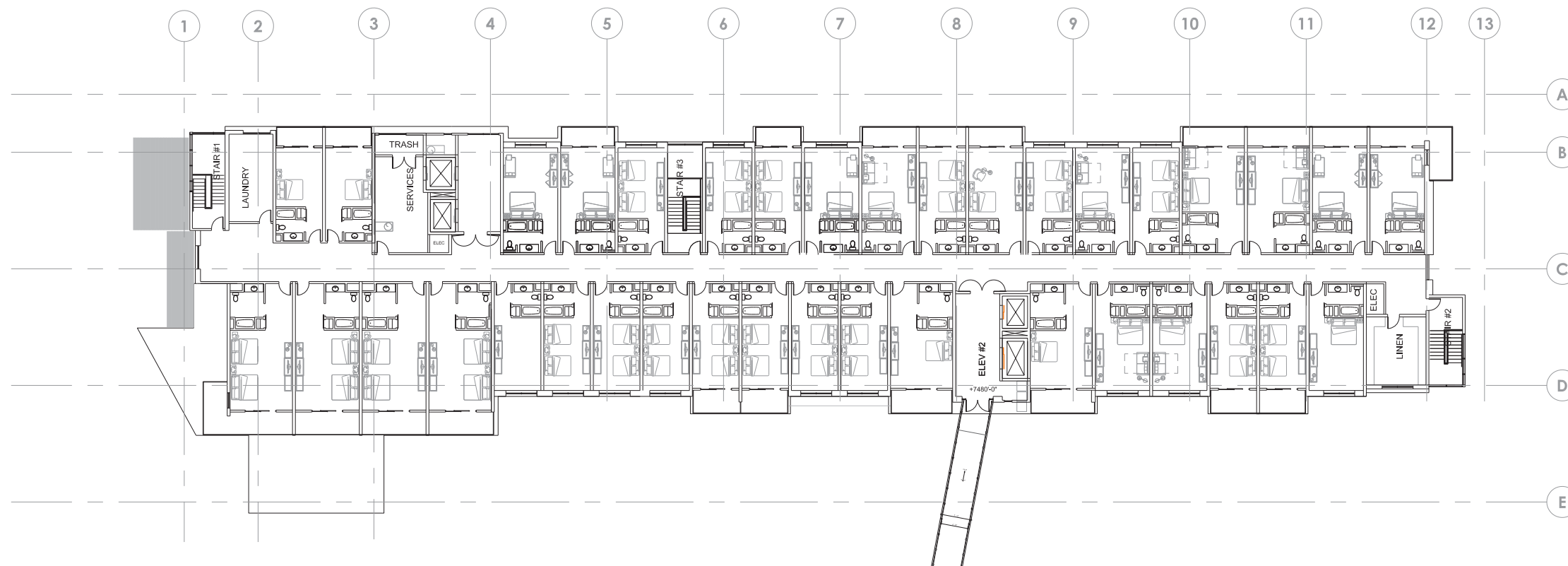
REVISIONS

HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING REVISION #3	10.18.2016
PLANNING REVISION #4	11.09.2016
P+Z PRESENTATION	11.14.2016
TOWN COUNCIL PRESENTATION	12.05.2016
PROJECT NO:	15-57
DATE:	12.05.2016
DRAWN BY:	SHS
CHECKED BY:	RSS
SHEET TITLE	

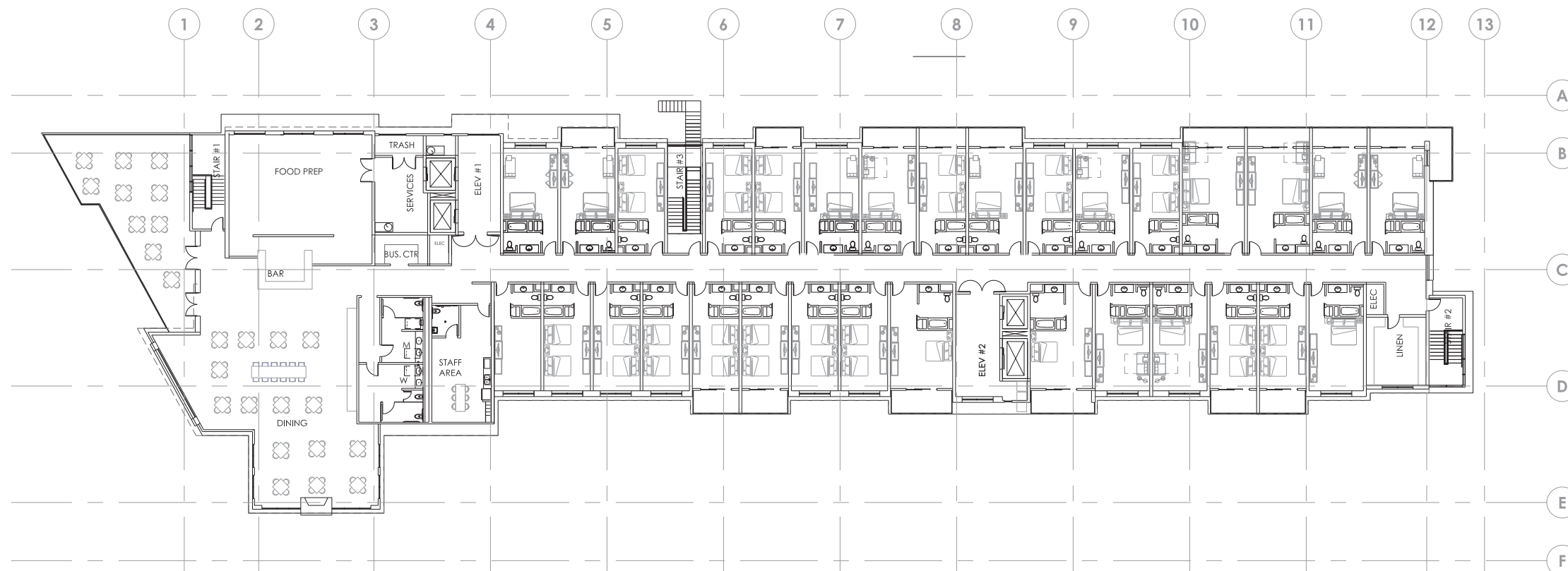
**HOTEL FLOOR PLAN - LOBBY + BSMT**

SHEET NUMBER

**A-2.0**



FLOOR PLAN - 3RD FLOOR  
1/16 = 1'-0" 2



FLOOR PLAN - 2ND FLOOR  
1/16 = 1'-0" 1

STAMP AREA

CONSULTANT

PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

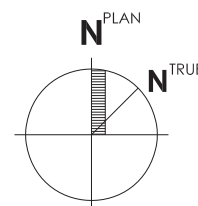
130 W. BEAVER CREEK BLVD  
AVON, CO 81620

REVISIONS

HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING REVISION #3	10.18.2016
PLANNING REVISION #4	11.09.2016
P+2 PRESENTATION	11.14.2016
TOWN COUNCIL PRESENTATION	12.05.2016
PROJECT NO:	15-57
DATE:	12.05.2016
DRAWN BY:	SHS
CHECKED BY:	RSS
SHEET TITLE	

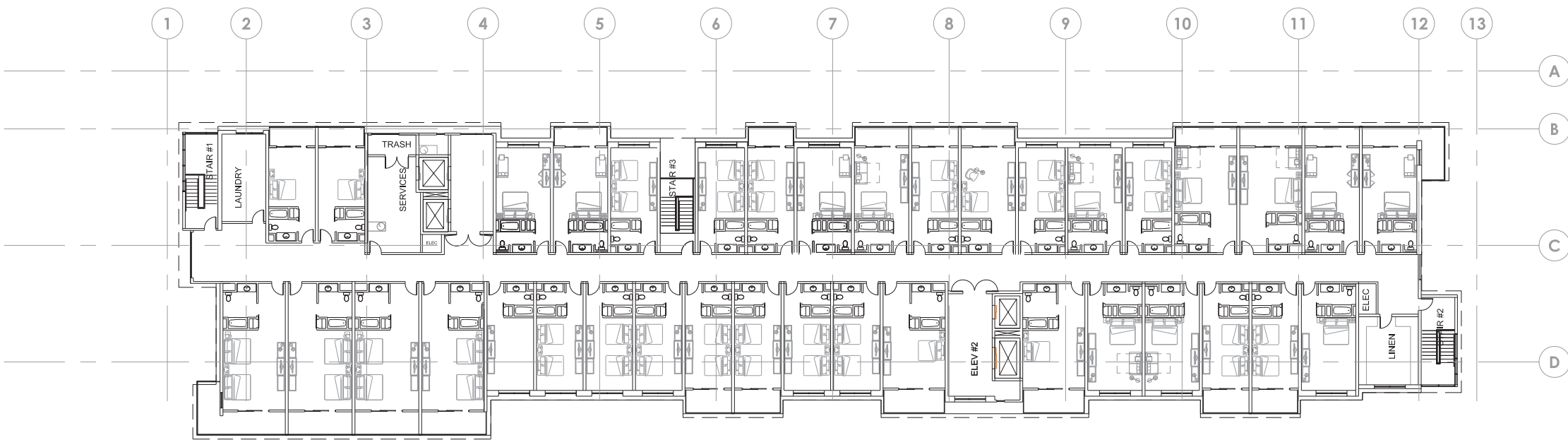
HOTEL FLOOR PLAN -  
2ND + 3RD

SHEET NUMBER

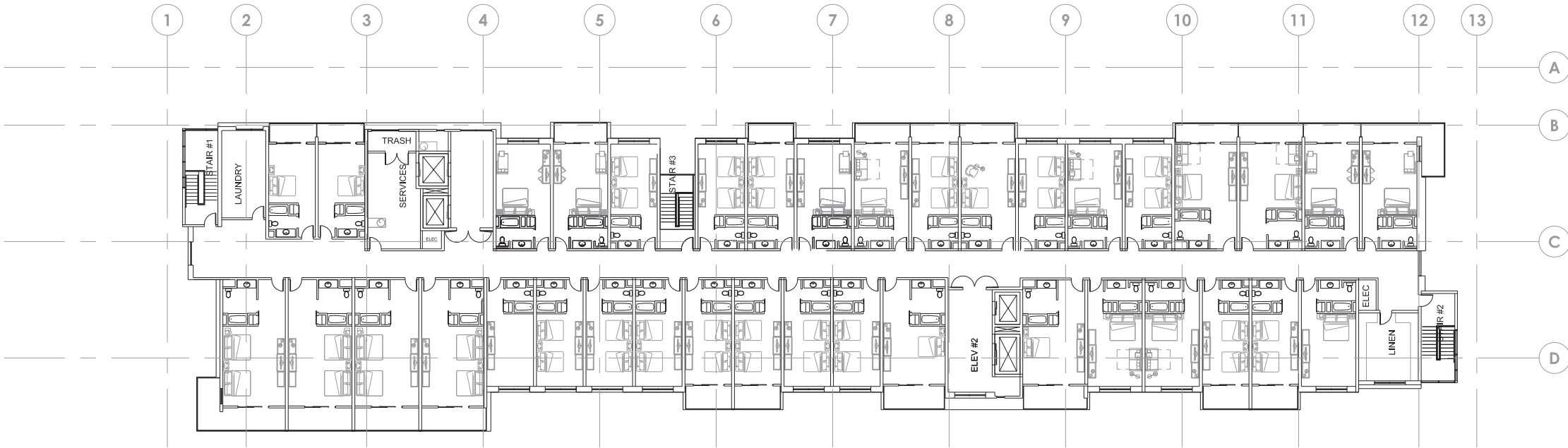


STAMP AREA

CONSULTANT



FLOOR PLAN - 5TH FLOOR  
1/16" = 1'-0" 2



FLOOR PLAN - 4TH FLOOR  
1/16" = 1'-0" 1

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

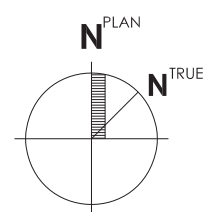
130 W. BEAVER CREEK BLVD  
AVON, CO 81620

REVISIONS	
HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING REVISION #3	10.18.2016
PLANNING REVISION #4	11.09.2016
P+2 PRESENTATION	11.14.2016
TOWN COUNCIL PRESENTATION	12.05.2016
PROJECT NO:	15-57
DATE:	12.05.2016
DRAWN BY:	SHS
CHECKED BY:	RSS
SHEET TITLE	

HOTEL FLOOR PLAN -  
4TH + 5TH

SHEET NUMBER

**A-2.2**



STAMP AREA

CONSULTANT

PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

REVISIONS

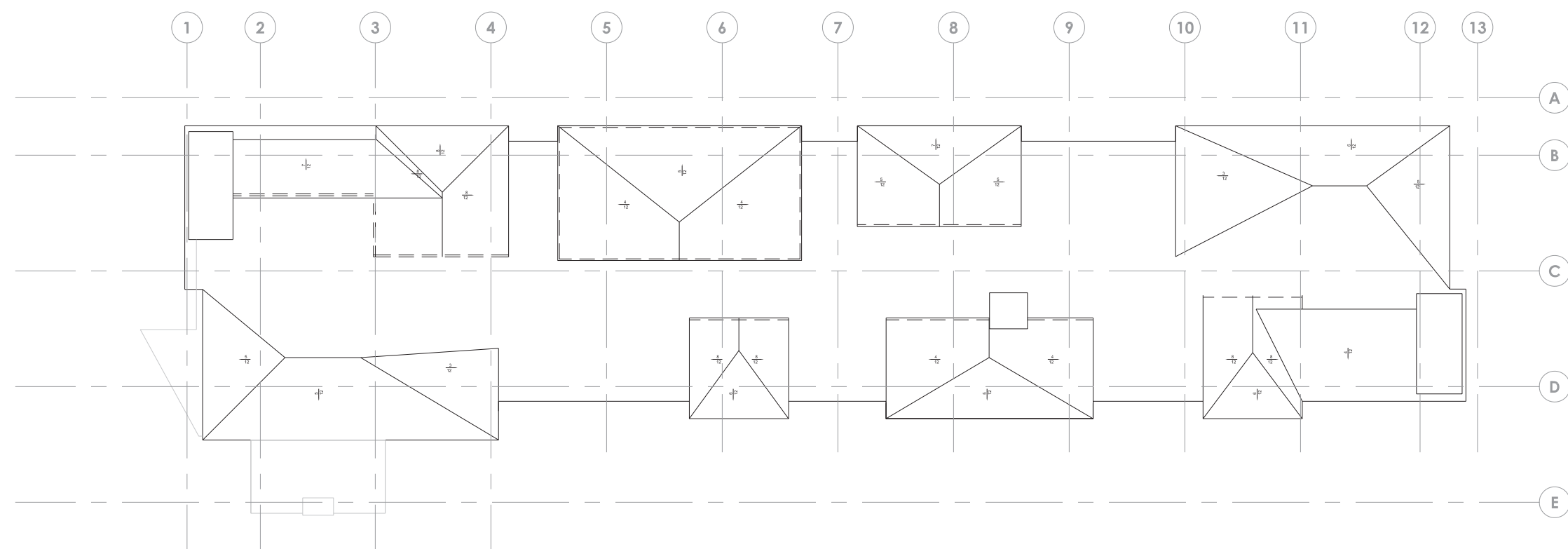
HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING REVISION #3	10.18.2016
PLANNING REVISION #4	11.09.2016
P+Z PRESENTATION	11.14.2016
TOWN COUNCIL PRESENTATION	12.05.2016
PROJECT NO:	15-57
DATE:	12.05.2016
DRAWN BY:	SHS
CHECKED BY:	RSS

SHEET TITLE

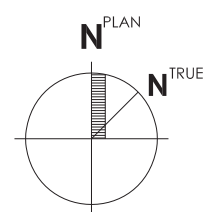
ROOF PLAN - HOTEL

SHEET NUMBER

**A-2.3**



**ROOF PLAN - HOTEL**  
1/16" = 1'-0" **1**



STAMP AREA

CONSULTANT

PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

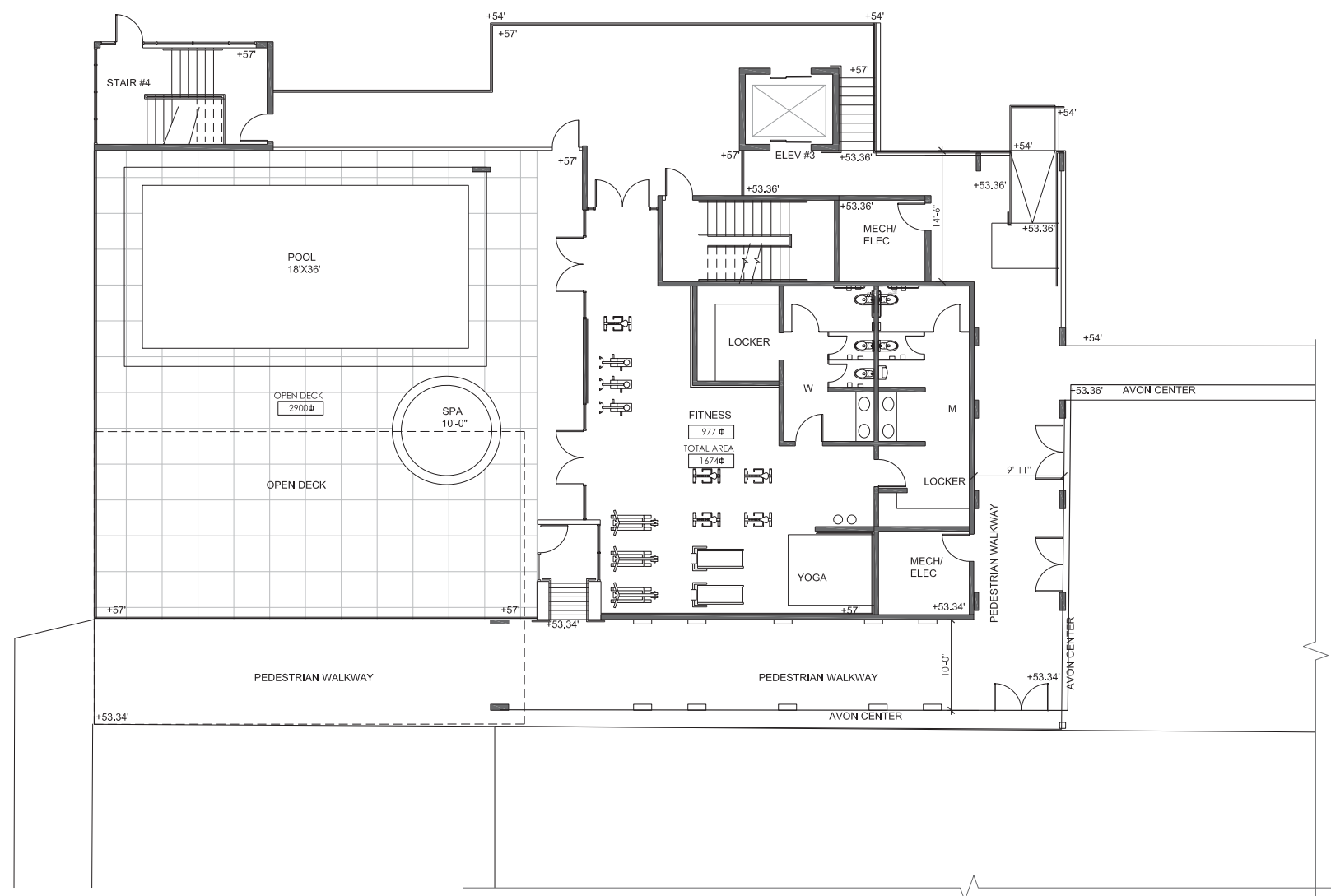
REVISIONS

HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING REVISION #3	10.18.2016
PLANNING REVISION #4	11.09.2016
P+2 PRESENTATION	11.14.2016
TOWN COUNCIL PRESENTATION	12.05.2016
PROJECT NO:	15-57
DATE:	12.05.2016
DRAWN BY:	SHS
CHECKED BY:	RSS
SHEET TITLE	

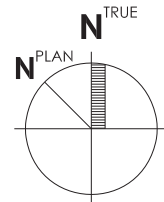
FLOOR PLAN - FITNESS  
SPA

SHEET NUMBER

**A-2.4**

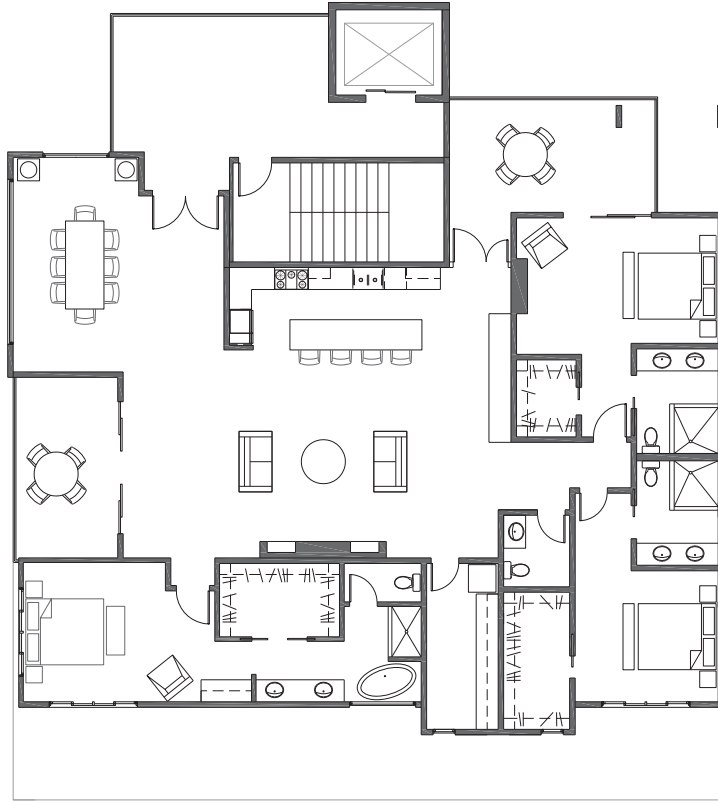
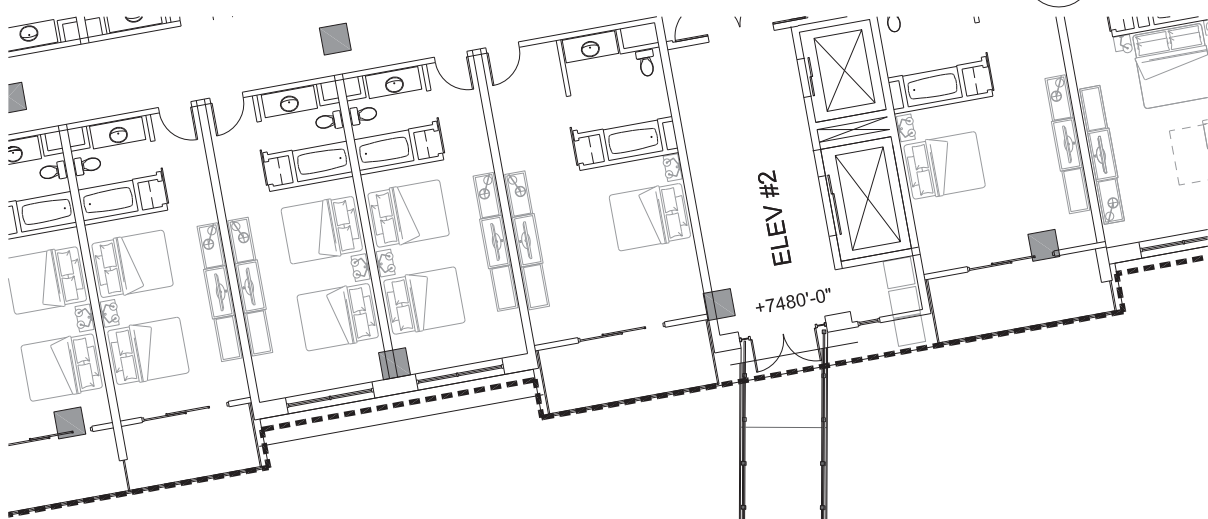


**FLOOR PLAN - FITNESS + SPA** 1  
1/8" = 1'-0"



3RD FLOOR PLAN - HOTEL

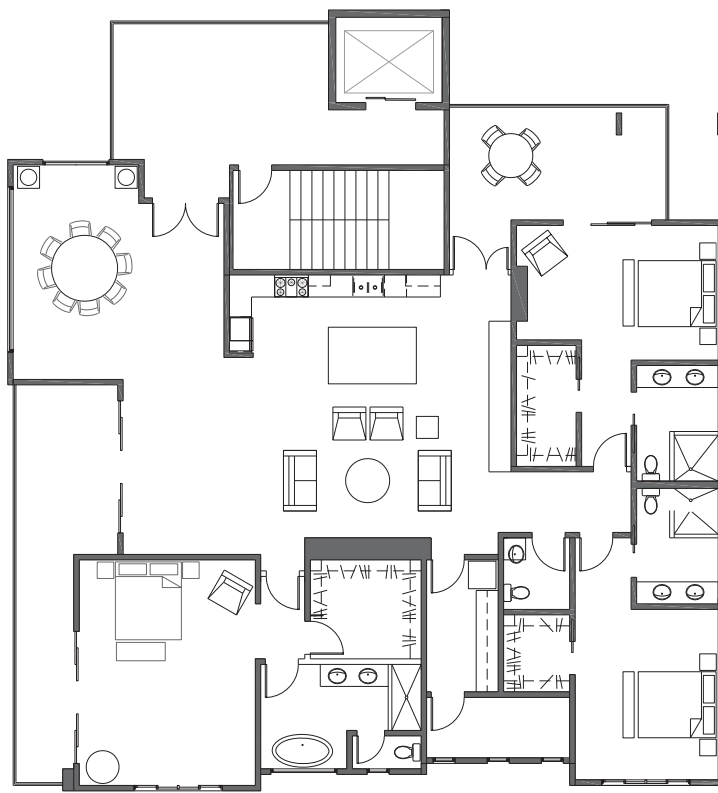
1/8" = 1'-0"



5TH FLOOR PLAN - CONDO

1/8" = 1'-0"

3



2ND + 4TH FLOOR PLAN - CONDO

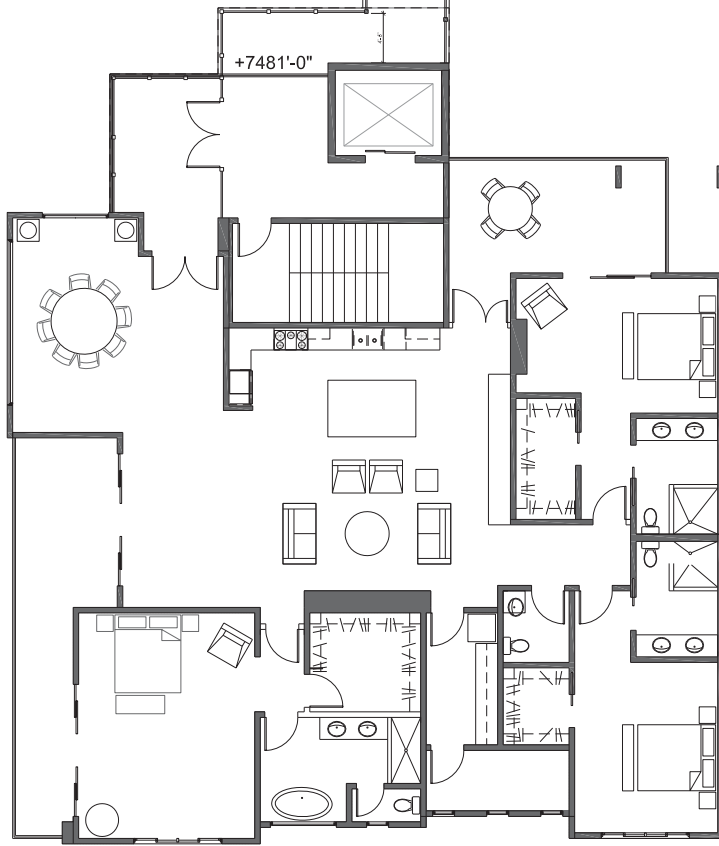
1/8" = 1'-0"

2

3RD FLOOR PLAN - CONDO

1/8" = 1'-0"

1



STAMP AREA

CONSULTANT

PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

REVISIONS

HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING REVISION #3	10.18.2016
PLANNING REVISION #4	11.09.2016
P+2 PRESENTATION	11.14.2016
TOWN COUNCIL PRESENTATION	12.05.2016
PROJECT NO:	15-57
DATE:	12.05.2016
DRAWN BY:	SHS
CHECKED BY:	RSS
SHEET TITLE	

FLOOR PLAN - CONDO

SHEET NUMBER

**A-2.5**



505 8TH Street  
Hermosa Beach, CA 90254  
t.(310) 999-8791  
www.treadcon.com



2961 W. MacArthur Blvd.  
Suite 120  
Santa Ana, California, 92704  
t. (714) 556-2656  
f. (714) 556-2696

STAMP AREA

CONSULTANT

PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

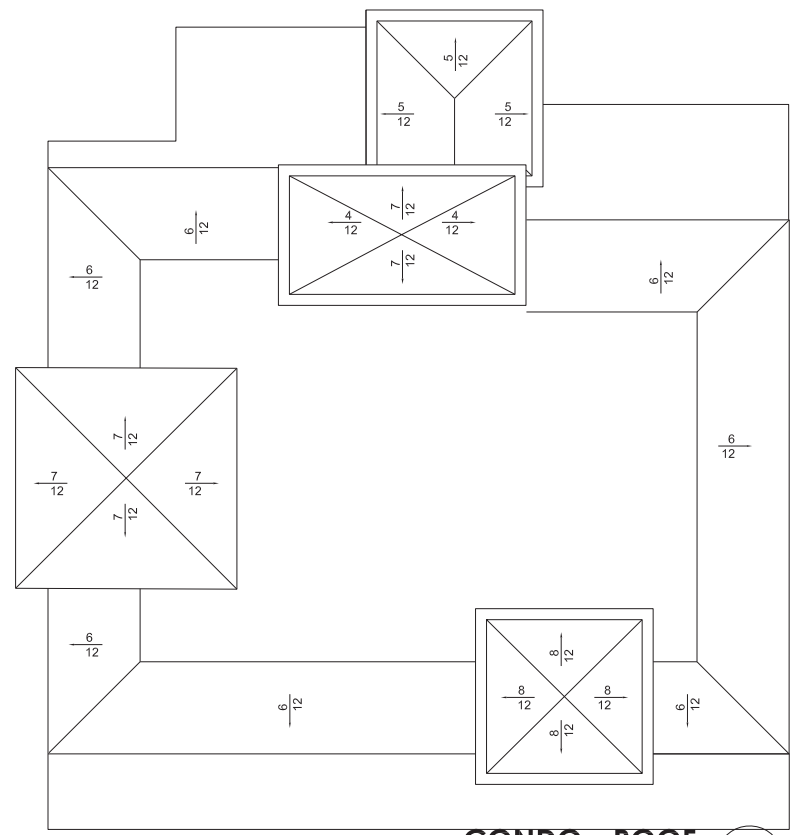
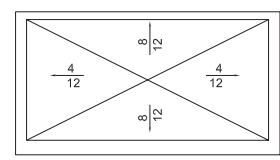
REVISIONS

HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING REVISION #3	10.18.2016
PLANNING REVISION #4	11.09.2016
P+Z PRESENTATION	11.14.2016
TOWN COUNCIL PRESENTATION	12.05.2016
PROJECT NO:	15-57
DATE:	12.05.2016
DRAWN BY:	SHS
CHECKED BY:	RSS
SHEET TITLE	

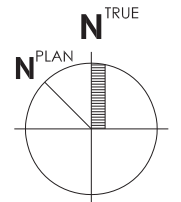
CONDO - ROOF PLAN

SHEET NUMBER

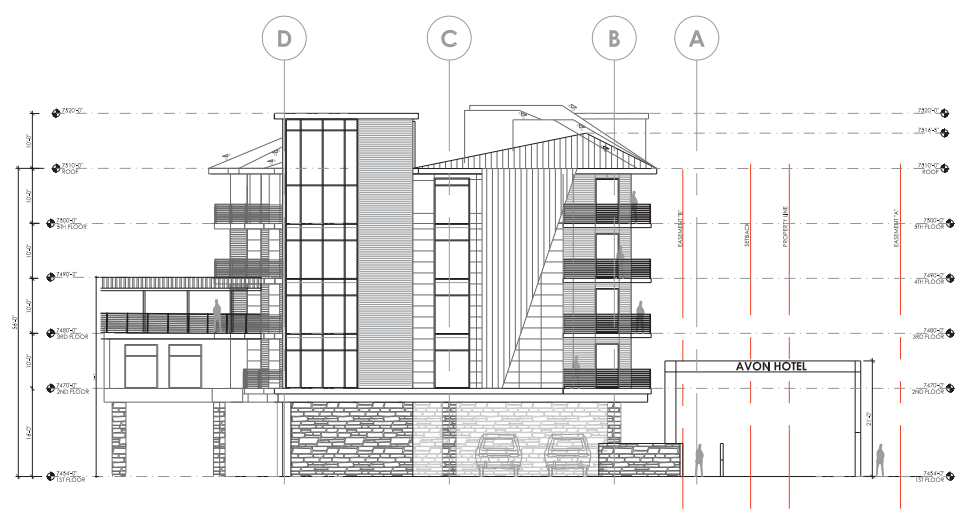
**A-2.6**



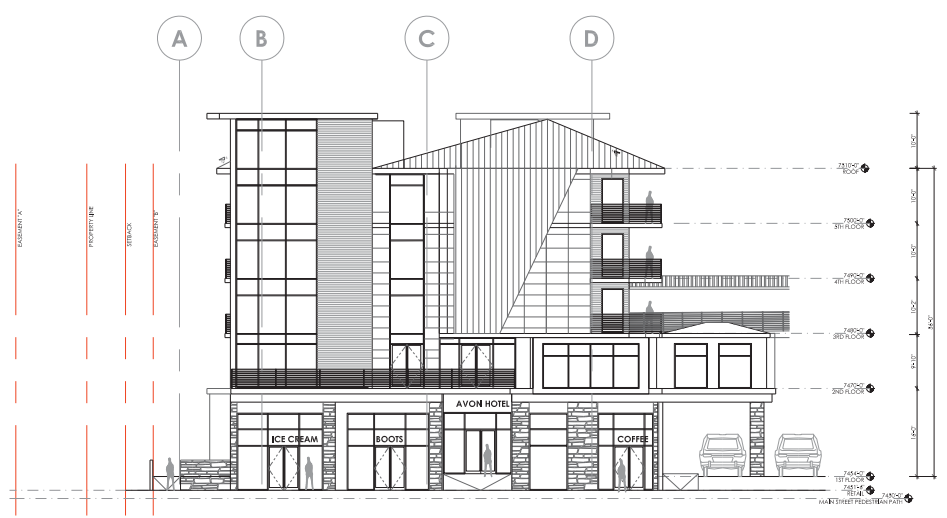
**CONDO - ROOF** **1**  
1/8" = 1'-0"



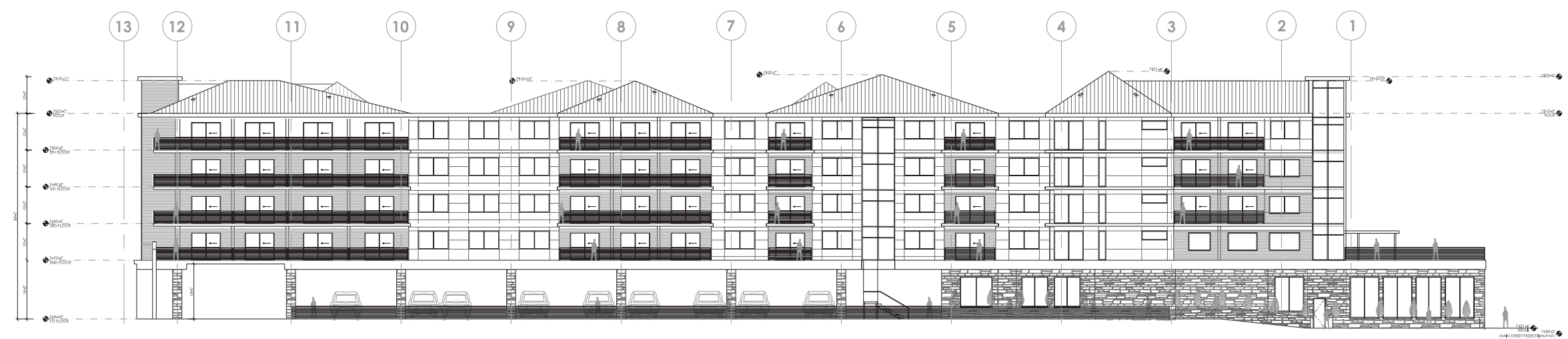




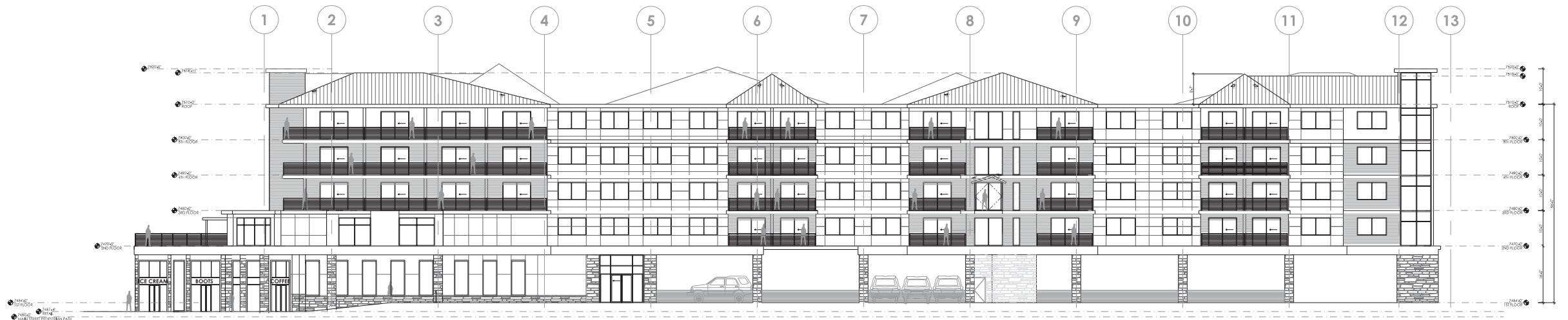
**EAST ELEVATION**  
1/16" = 1'-0" **D**



**WEST ELEVATION**  
1/16" = 1'-0" **C**



**NORTH ELEVATION**  
1/16" = 1'-0" **B**



**SOUTH ELEVATION**  
1/16" = 1'-0" **A**

STAMP AREA

CONSULTANT

PROJECT TITLE  
**ENTITLEMENT PACKAGE:  
AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

REVISIONS	
HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING REVISION #3	10.18.2016
PLANNING REVISION #4	11.09.2016
P+Z PRESENTATION	11.14.2016
TOWN COUNCIL PRESENTATION	12.05.2016
PROJECT NO:	15-57
DATE:	12.05.2016
DRAWN BY:	SHS
CHECKED BY:	RSS
SHEET TITLE	

**HOTEL - EXTERIOR  
ELEVATIONS**

SHEET NUMBER

STAMP AREA

CONSULTANT

PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

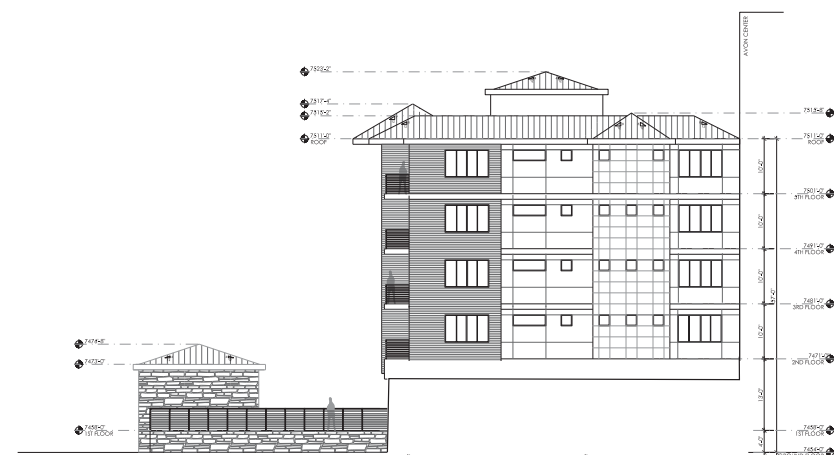
130 W. BEAVER CREEK BLVD  
AVON, CO 81620

REVISIONS

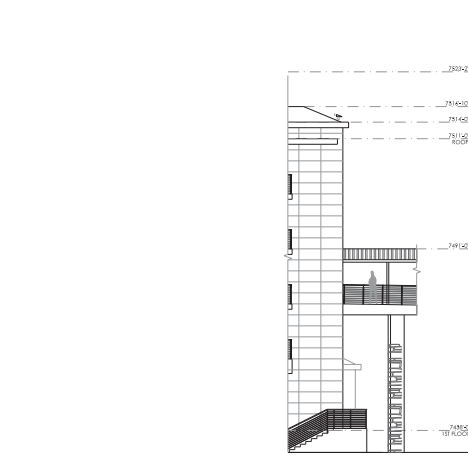
HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING REVISION #3	10.18.2016
PLANNING REVISION #4	11.09.2016
P+Z PRESENTATION	11.14.2016
TOWN COUNCIL PRESENTATION	12.05.2016
PROJECT NO:	15-57
DATE:	12.05.2016
DRAWN BY:	SHS
CHECKED BY:	RSS
SHEET TITLE	

CONDO - EXTERIOR  
ELEVATIONS

SHEET NUMBER



**SOUTH ELEVATION**  
1/16 = 1'-0" **A**



**EAST ELEVATION**  
1/16 = 1'-0" **B**



**NORTH ELEVATION**  
1/16 = 1'-0" **C**



**WEST ELEVATION**  
1/16 = 1'-0" **D**

STAMP AREA

CONSULTANT

PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

130 W. BEAVER CREEK BLVD  
 AVON, CO 81620

REVISIONS

HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING REVISION #3	10.18.2016
PLANNING REVISION #4	11.09.2016
P+2 PRESENTATION	11.14.2016
TOWN COUNCIL PRESENTATION	12.05.2016
PROJECT NO:	15-57
DATE:	12.05.2016
DRAWN BY:	SHS
CHECKED BY:	RSS
SHEET TITLE	

ENLARGED  
 ELEVATION + DETAIL

SHEET NUMBER

**A-3.2**



**BRIDGE SECTION**  
 1/2" = 1'-0" **C**

**HANDRAIL DETAIL**  
 1/2" = 1'-0" **B**

**ENLARGED TYPICAL ELEVATION**  
 1/4" = 1'-0" **A**

STAMP AREA

CONSULTANT

PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

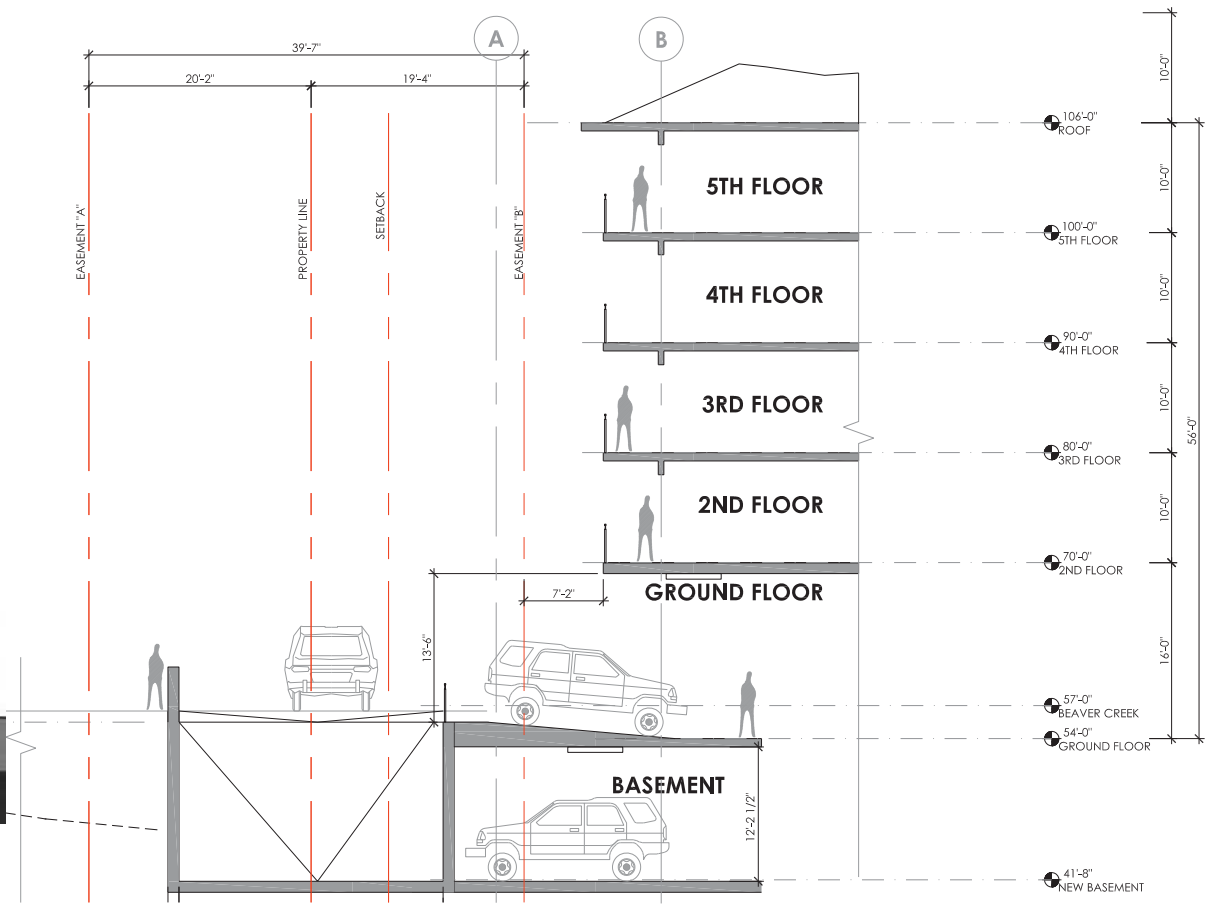
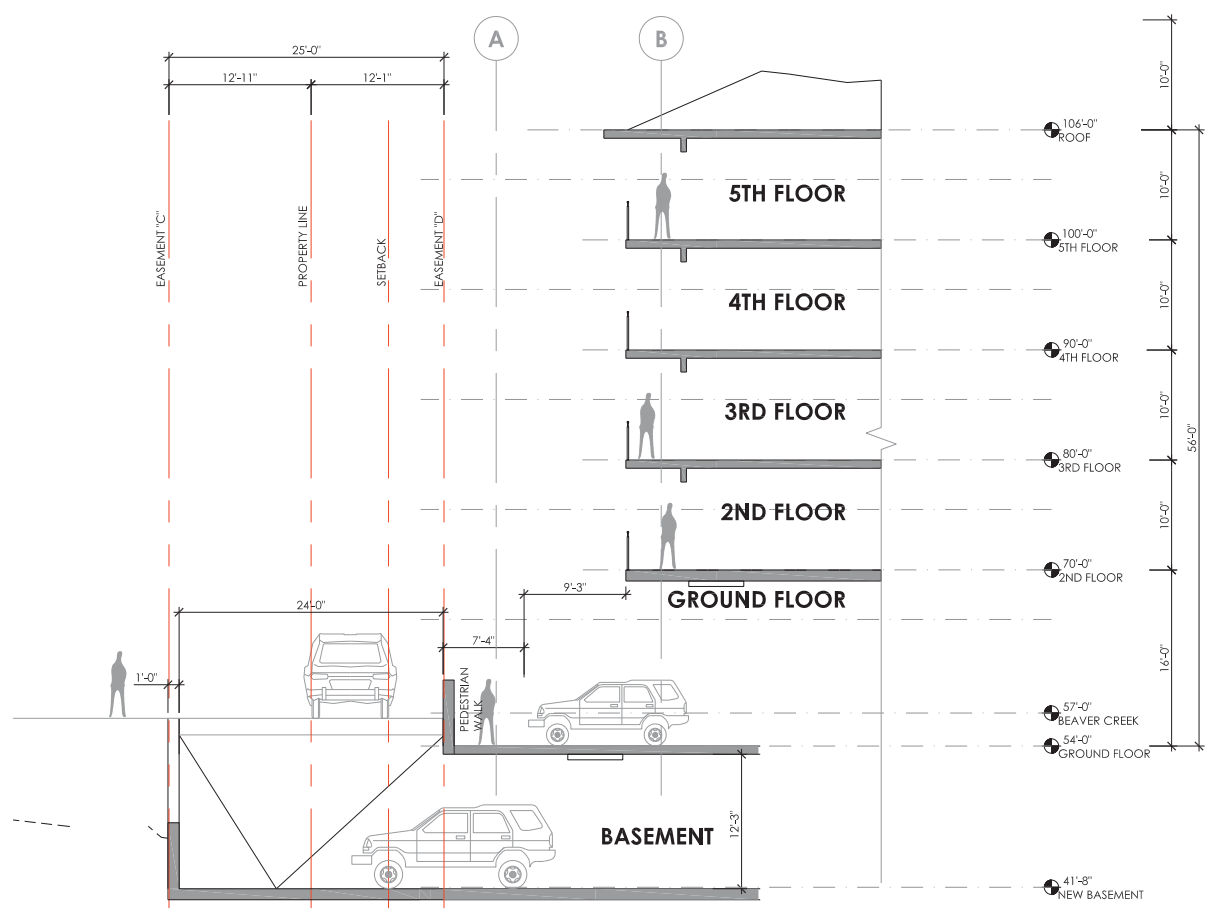
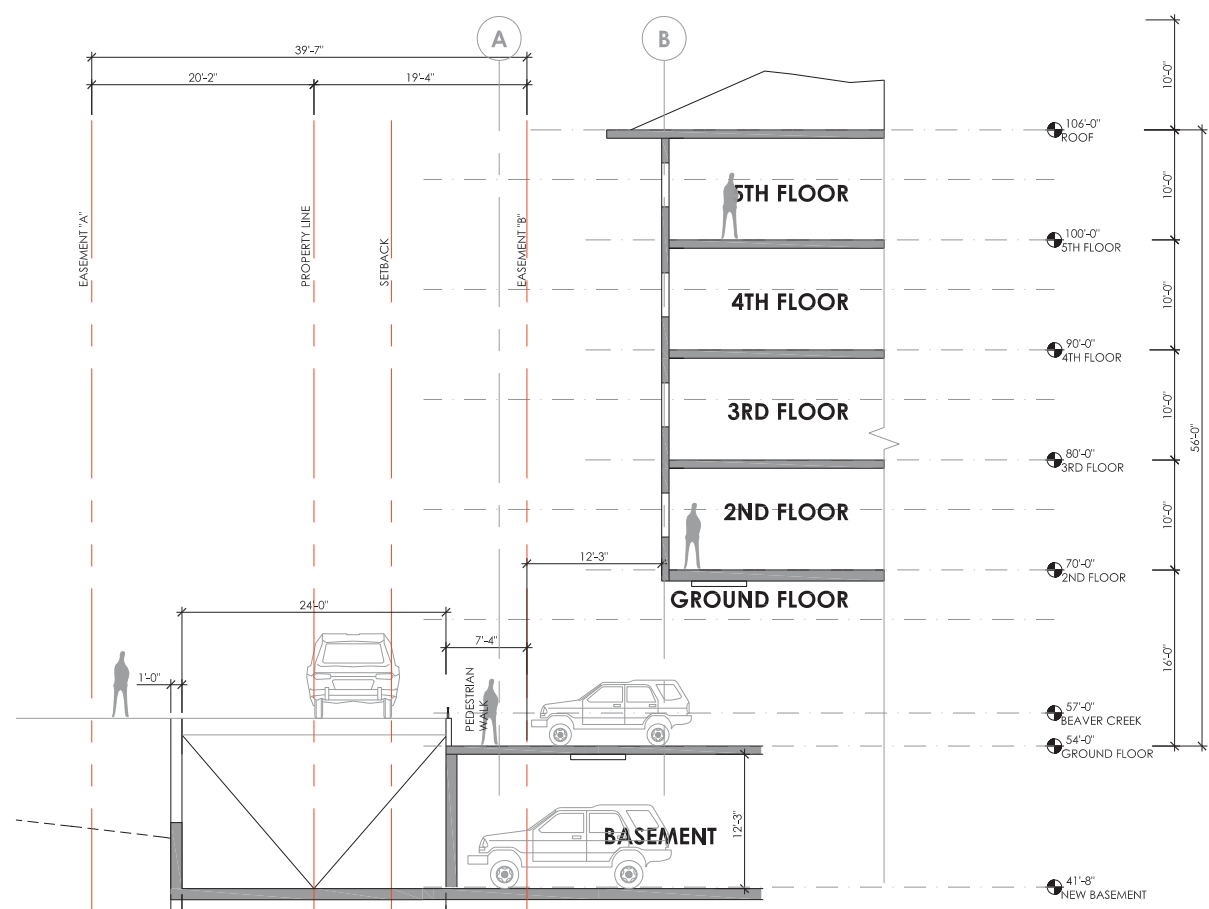
REVISIONS

HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING REVISION #3	10.18.2016
PLANNING REVISION #4	11.09.2016
P+2 PRESENTATION	11.14.2016
TOWN COUNCIL PRESENTATION	12.05.2016
PROJECT NO:	15-57
DATE:	12.05.2016
DRAWN BY:	SHS
CHECKED BY:	RSS
SHEET TITLE	

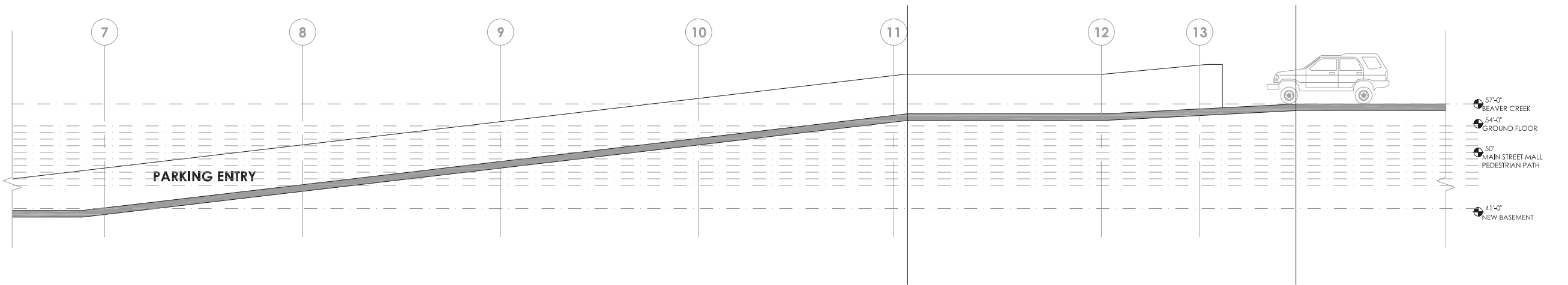
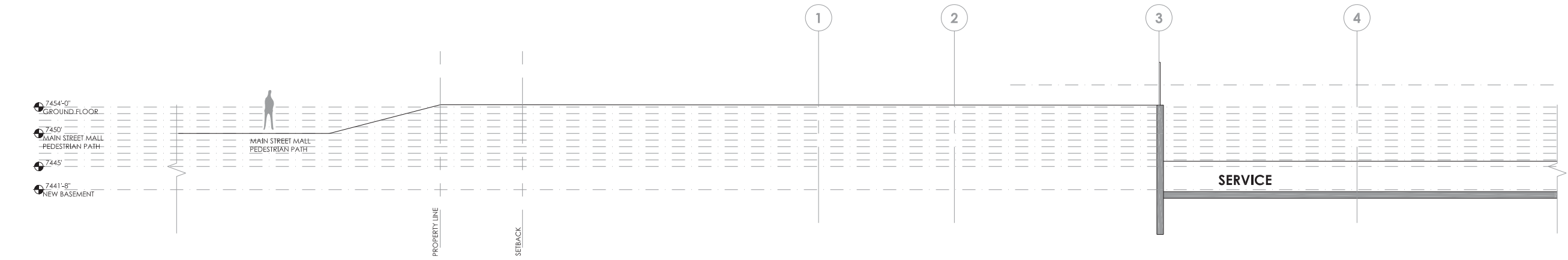
SECTIONS -  
VEHICULAR ACCESS

SHEET NUMBER

**A-4.0**



**SECTION 1**  
1/8" = 1'-0"



**SECTION 1**  
1/8 = 1'-0"

STAMP AREA

CONSULTANT

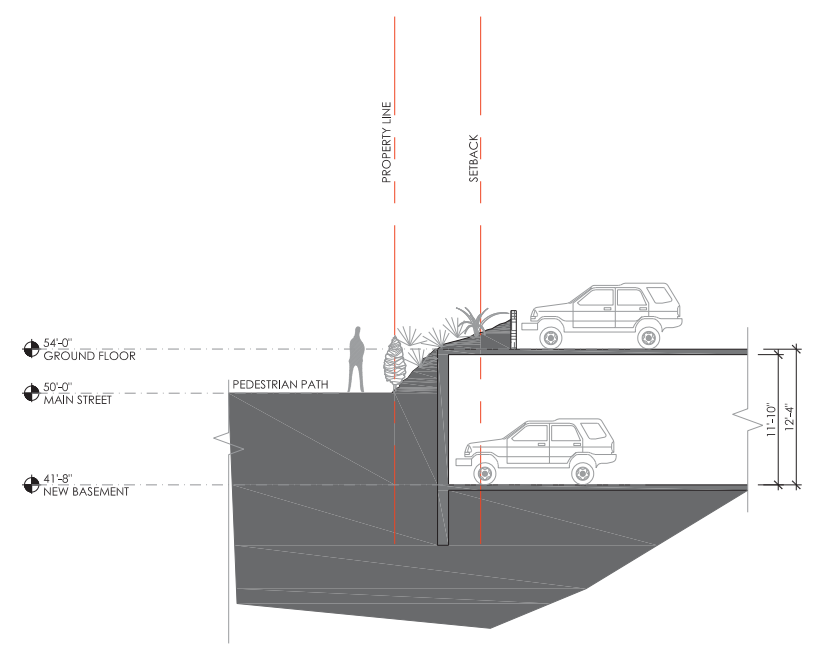
PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

REVISIONS

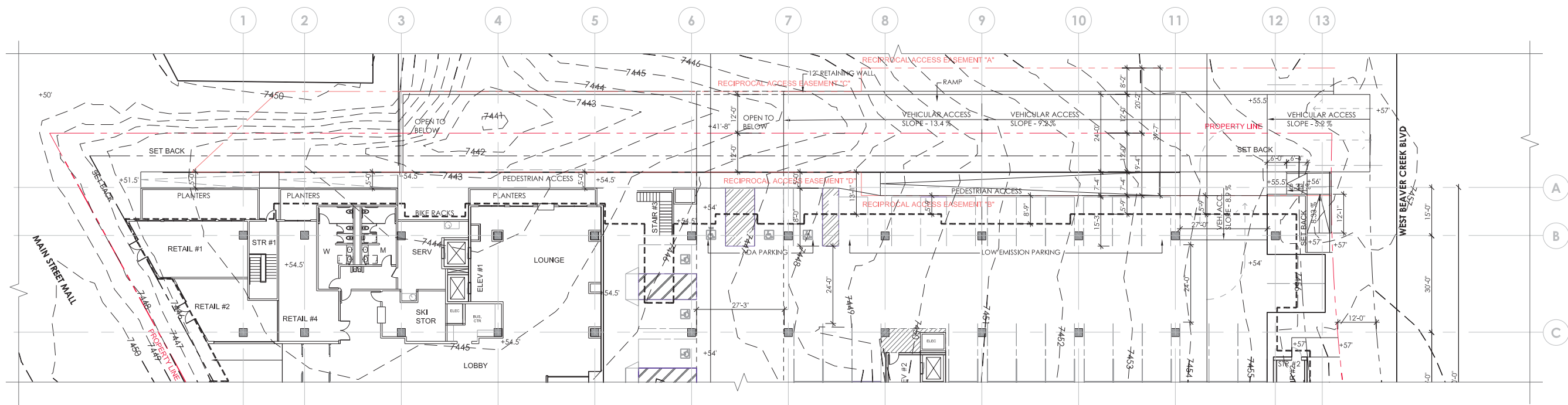
HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING REVISION #3	10.18.2016
PLANNING REVISION #4	11.09.2016
P+2 PRESENTATION	11.14.2016
TOWN COUNCIL PRESENTATION	12.05.2016
PROJECT NO:	15-57
DATE:	12.05.2016
DRAWN BY:	SHS
CHECKED BY:	RSS
SHEET TITLE	



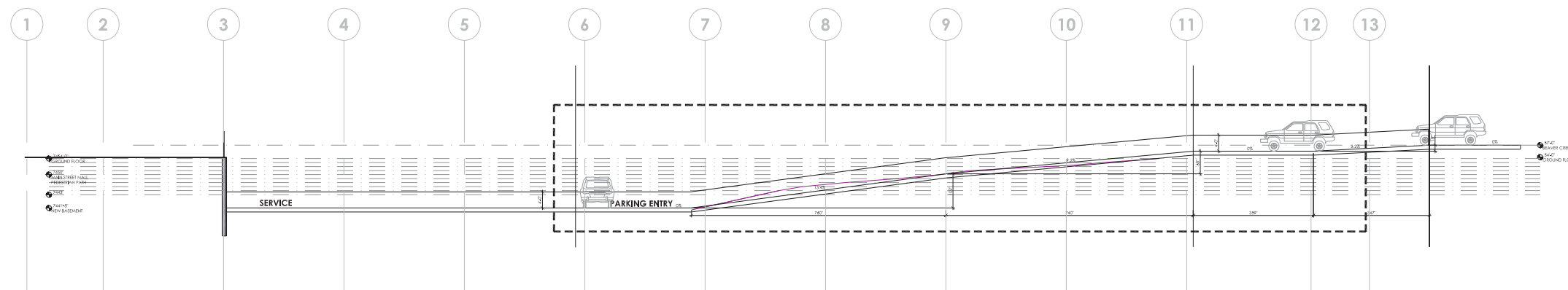
**SECTION 2**  
1/8 = 1'-0"

SECTIONS -  
VEHICULAR ACCESS

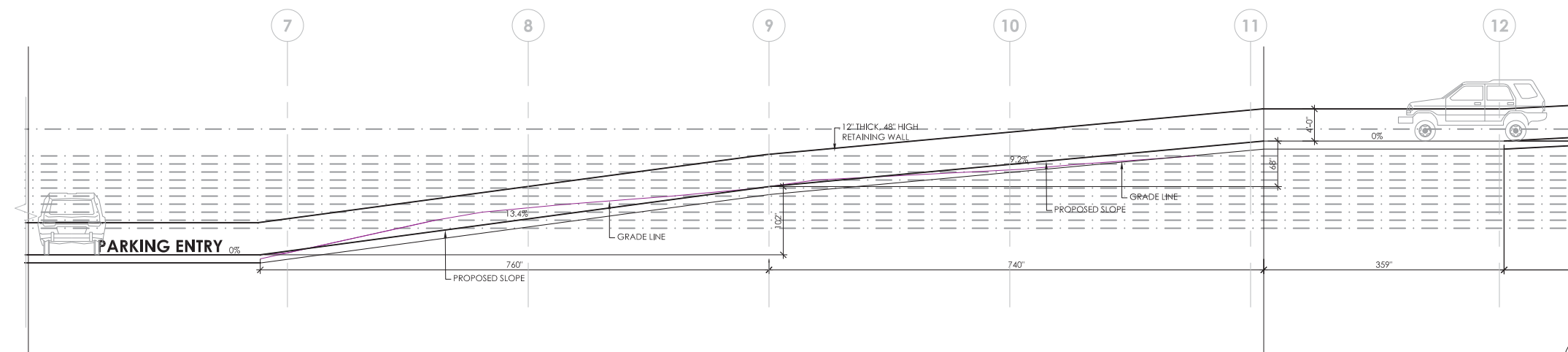
SHEET NUMBER



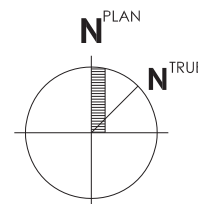
**SHARED ACCESS PLAN - SLOPE OPTION 1**  
1/16 = 1'-0"



**SECTION SLOPE 2**  
1/16 = 1'-0"



**ENLARGED SLOPE 3**  
1/8 = 1'-0"



PROJECT TITLE  
**ENTITLEMENT PACKAGE:  
AVON HOTEL**

130 W. BEAVER CREEK BLVD  
AVON, CO 81620

REVISIONS	
HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
HOA SUBMITTAL	07.11.2016
SHARED ACCESS	07.12.2016
PLANNING RE-SUBMITTAL	09.16.2016
PLANNING REVISION #3	10.18.2016
PLANNING REVISION #4	11.09.2016
P+2 PRESENTATION	11.14.2016
TOWN COUNCIL PRESENTATION	12.05.2016
PROJECT NO:	15-57
DATE:	12.05.2016
DRAWN BY:	SHS
CHECKED BY:	RSS
SHEET TITLE	

**SECTION - SHARED ACCESS**

SHEET NUMBER

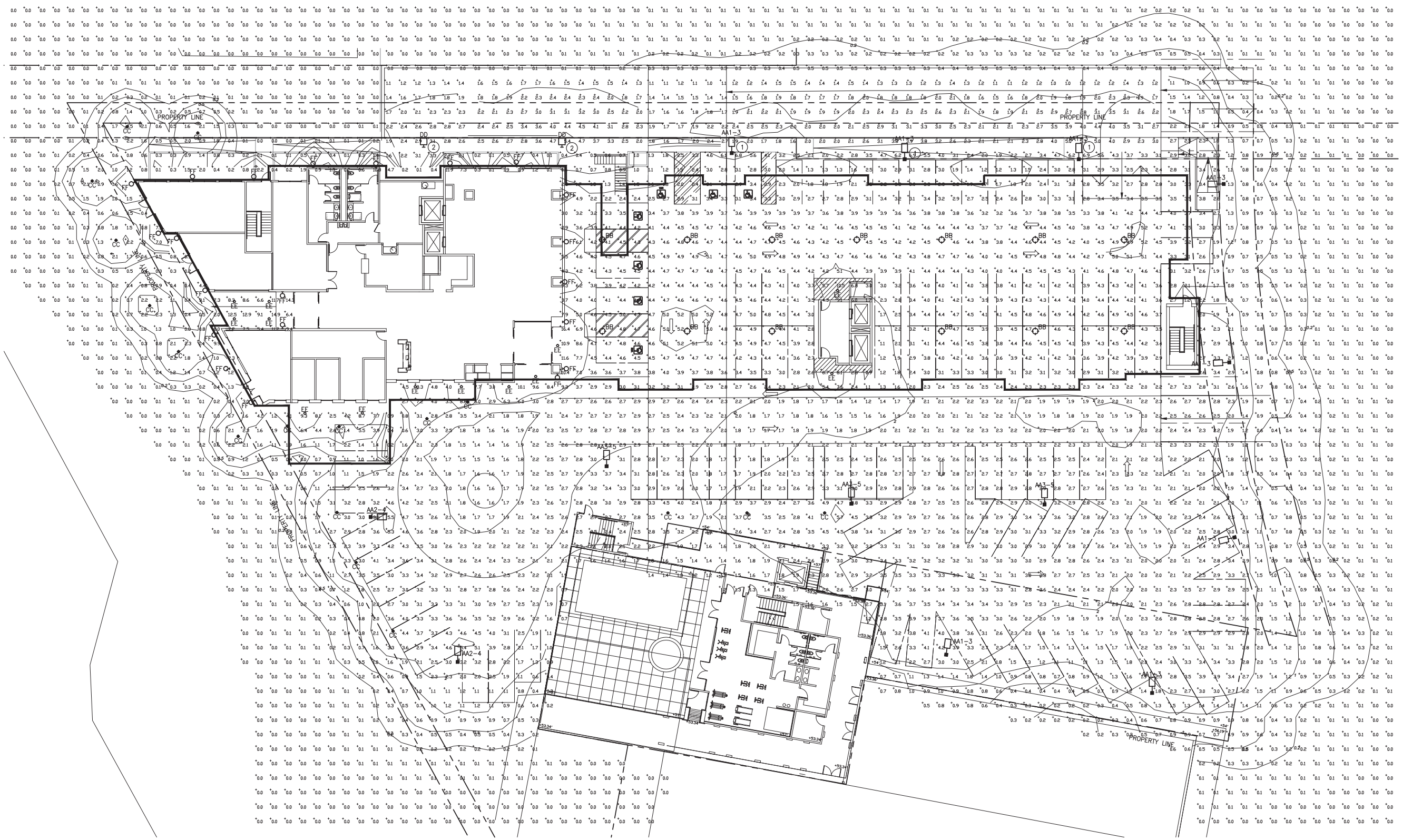
**A-4.2**



505 8TH Street  
Hermosa Beach, CA 90254  
t.(310) 999-8791  
www.treadcon.com



2961 W. MacArthur Blvd.  
Suite 120  
Santa Ana, California, 92704  
t. (714) 556-2656  
f. (714) 556-2696



STAMP AREA

CONSULTANT



MECHANICAL & ELECTRICAL ENGINEERS  
735 S. Xenon Ct. #201  
Lakewood, Colorado 80228  
Ph: 303.716.1270  
Fax: 303.716.1272  
www.givenandassociates.com  
Project # 16090

PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

AVON, COLORADO

REVISIONS

HOA SET	05.11.2016
MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
PLANNING RE-SUBMITTAL	10.17.2016

PROJECT NO: 15-57

DATE: 10.17.2016

DRAWN BY: BB

CHECKED BY: BB

SHEET TITLE

SITE LIGHTING  
PHOTOMETRIC PLAN

SHEET NUMBER

**GENERAL NOTES:**

- ALL EXTERIOR LIGHTING FIXTURES SHALL BE CONTROLLED BY A PHOTO SENSOR OR ASTRONOMICAL LIGHTING TIME CLOCK TO TURN LIGHTS OFF DURING DAYLIGHT HOURS. ALL SITE LIGHTING SHALL REMAIN ON FROM DUSK UNTIL DAWN UNLESS NOTED OTHERWISE.
- ALL EXTERIOR SITE LIGHTING SHALL BE SHIELDED SUCH THAT THE SOURCE OF ILLUMINATION IS NOT VISIBLE FROM THE PROPERTY LINE THEREBY REDUCING GLARE AND INTERFERENCE WITH BOUNDARY STREETS AND ADJACENT PROPERTIES. LIGHT FIXTURES NEAR ADJACENT PROPERTY MAY REQUIRE SPECIAL SHIELDING DEVICES TO PREVENT LIGHT TRESPASS.

**DRAWING NOTES:**

- PROVIDE TEN (10) FOOT POLE FOR THIS FIXTURE.
- FIXTURE TO MOUNTED TO WALL ABOVE ENTRY RAMP ON DRIVE SIDE OF WALL, TWO FEET BELOW TOP OF WALL.

SITE LUMINAIRE SCHEDULE										
PLAN MARK	MOUNTING	DESCRIPTION	MANUFACTURER AND CATALOG NUMBER	VOLTAGE	NO. OF LAMPS	LAMP TYPE	INITIAL LUMENS	COLOR RENDERING	COLOR TEMP	REMARKS
AA1-3	POLE	15" STRAIGHT SQUARE POLE	LITHONIA DSX1-LED-30C-530-30K-T3M-MVOLT-DNAXD	120/277	--	52W LED	6,039 Lum	70 CRI	3000K	NATURAL ALUMINUM FINISH TYPE III OPTICS
AA2-4	POLE	15" STRAIGHT SQUARE POLE	LITHONIA DSX1-LED-30C-700-30K-TFTM-MVOLT-DNAXD	120/277	--	68W LED	7,658 Lum	70 CRI	3000K	NATURAL ALUMINUM FINISH FORWARD THROW OPTICS
AA3-5	POLE	15" STRAIGHT SQUARE POLE	LITHONIA DSX1-LED-40C-1000-30K-T5W-MVOLT-DNAXD	120/277	--	138W LED	14,540 Lum	70 CRI	3000K	NATURAL ALUMINUM FINISH TYPE IV WIDE OPTICS
BB	SURFACE	PARKING CANOPY FIXTURE	COOPER - MCGRAW EDISON TT-B4-LED-E1-WQ-8030-CUSTOM FINISH	120/277	--	58W LED	5,022 Lum	80 CRI	3000K	ALUMINUM FINISH WIDE OPTICS
CC	GRADE	BOLLARD	ERCO CASTER BOLLARD #33943-023	120/277	--	29W LED	2,520 Lum	90 CRI	3000K	ALUMINUM FINISH SYMMETRIC OPTICS
DD	SURFACE	WALL PACK	LITHONIA DSXW1-LED-20C-700-30K-T3M-MVOLT-DNAXD	120/277	--	47W LED	5,079 Lum	70 CRI	3000K	NATURAL ALUMINUM FINISH TYPE III OPTICS
EE	RECESSED	6" DOWNLIGHT	GOTHAM EVO-30/10-6AR-MWD-LD-MVOLT	120/277	--	12W LED	1,000 Lum	85 CRI	3000K	MEDIUM WID E OPTICS
FF	SURFACE	DECORATIVE WALL SCONCE	LBL LIGHTING OD789-SM-SI-LED-W	120	--	13W LED	1,040 Lum	70 CRI	3000K	SILVER FINISH MOUNT AT 7" AFG

NOTES: ALL SITE LIGHTING FIXTURES SHALL BE 3000K COLOR TEMPERATURE, UNLESS NOTED OTHERWISE.

STAMP AREA

CONSULTANT

PROJECT TITLE

ENTITLEMENT PACKAGE: AVON HOTEL

AVON, COLORADO

REVISIONS

Table with 2 columns: Revision description and Date. Includes HOA SET, MAJOR DEVELOPMENT SUBMITTAL, PLANNING RE-SUBMITTAL.

PROJECT NO: 15-57

DATE: 10.17.2016

DRAWN BY: BB

CHECKED BY: BB

SHEET TITLE

SITE LIGHTING CUTSHEETS

SHEET NUMBER

D-Series Size 1 LED Area Luminaire. Includes product image, D-Series logo, and technical drawings showing dimensions and mounting options.

Specifications: EPA: 101 ft, Length: 33", Width: 13", Height: 7.75", Weight (max): 27 lbs. Introduction: The modern styling of the D-Series is striking yet unobtrusive... The D-Series distills the benefits of the latest in LED technology into a high performance, high efficiency, long-life luminaire.

Ordering Information: EXAMPLE: DSX1 LED 60C 1000 40K 3TM MVOLT SPA DBBXD

Table with columns: Order #, Qty, Description, Unit Price, Total Price, and Remarks. Lists various luminaire models and quantities.

Controls & Shields section. Includes notes on mounting, wiring, and shields. Lists various accessories like photocell sensors and photocell shields.

LITHONIA LIGHTING logo and contact information: 3031 LED, P.O. Box 50717, Denver, CO 80251.

Drilling section. Includes Tenon Mounting Slipfitter\*\* table with columns for diameter, length, and weight. Includes technical drawing of the slipfitter.

Photometric Diagrams. Includes beam spread diagrams for various luminaire models (DSX1, DSX2, DSX3, DSX4) showing light distribution patterns.

Performance Data section. Includes Lumens Ambient Temperature (LAT) Multipliers table and Electrical Load table showing power consumption for different luminaire models.

Projected LED Lumen Maintenance section. Includes a graph showing lumen maintenance over time for different luminaire models under various conditions.

LITHONIA LIGHTING logo and contact information: 3031 LED, P.O. Box 50717, Denver, CO 80251.

McGraw-Edison logo and product description: The TopTier parking garage, canopy and low-bay luminaire is an innovative solution that delivers an unparalleled combination of performance and visual comfort.

DESCRIPTION: The TopTier parking garage, canopy and low-bay luminaire is an innovative solution that delivers an unparalleled combination of performance and visual comfort. SPECIFICATION FEATURES: Construction, Electrical, Mounting, Finish, and Warranty details.

TT TOPTIER LED logo and product image. Includes technical drawing showing dimensions and mounting options.

Dimensions section. Includes technical drawings for Surface Mount, Truss Mount, and Wall Mount. Includes DLG logo and certification data.

LUMEN MAINTENANCE table. Shows lumen maintenance percentages over 25,000, 50,000, 100,000, and 150,000 hours for different luminaire models at various ambient temperatures.

ORDERING INFORMATION section. Includes product family, luminaire package, lamp type, voltage, distribution, mounting, and color details.

Notes section. Includes detailed technical notes regarding luminaire specifications, mounting requirements, and warranty information.

EATN logo and contact information: 10110 1st St, Suite 100, Denver, CO 80231.

ERCO Castor Bollard luminaire

Product image and technical drawing of the ERCO Castor Bollard luminaire. Includes dimensions and mounting details.

Product description: The mounting or accessories. Suitable for wet location (WET). Suitable for use in pedestrian areas. Product description: The mounting or accessories. Suitable for wet location (WET). Suitable for use in pedestrian areas.

Technical data: Controlled ball, Color deviation, Color rendering index, Lumen maintenance, LED failure rate. Includes shipping data and contact information for ERCO Lighting Inc.

ERCO Castor Bollard luminaire

Product image and technical drawing of the ERCO Castor Bollard luminaire. Includes dimensions and mounting details.


Accessories section. Includes 3394 000 Ground screw, 3398 000 Mounting plate, and 3398 1 000 Castor wheel. Includes technical drawings and descriptions for each accessory.

Notes section. Includes detailed technical notes regarding luminaire specifications, mounting requirements, and warranty information.

LITHONIA LIGHTING logo and contact information: 3031 LED, P.O. Box 50717, Denver, CO 80251.



## D-Series Size 1 LED Wall Luminaire



**d-series**

**Specifications Luminaire**

Width:	13-3/4" (348mm)	Weight:	12 lbs (5.4kg)
Depth:	1" (25mm)		
Height:	4-3/4" (120mm)		

**Back Box (BBW, ELCW)**

Width:	13-3/4" (348mm)	BBW Weight:	5 lbs (2.3kg)
Depth:	4" (102mm)	ELCW Weight:	10 lbs (4.5kg)
Height:	4-3/4" (120mm)		

**Introduction**

The D-Series Wall luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

**Ordering Information**

EXAMPLE: DSXW1 LED 20C 1000 40K T3M MVOLT DBXTD

Series	Color Temperature	Beam Spread	Mounting	Options
DSXW1	1000K	100°	Surface Mount	DBXTD
DSXW2	3000K	100°	Surface Mount	DBXTD
DSXW3	4000K	100°	Surface Mount	DBXTD
DSXW4	5000K	100°	Surface Mount	DBXTD
DSXW5	6000K	100°	Surface Mount	DBXTD
DSXW6	7000K	100°	Surface Mount	DBXTD
DSXW7	8000K	100°	Surface Mount	DBXTD
DSXW8	9000K	100°	Surface Mount	DBXTD
DSXW9	10000K	100°	Surface Mount	DBXTD

**Accessories**

- DSXW1-10: Back box (BBW)
- DSXW1-11: Wire guard
- DSXW1-12: Diffused drop lens
- DSXW1-13: T3M mounting plate
- DSXW1-14: MVOLT mounting plate
- DSXW1-15: DBXTD mounting plate

**Notes**

1. DSXW1-10 is not compatible with any mounting plate other than DSXW1-10 (T3M), DSXW1-11 (MVOLT), or DSXW1-12 (DBXTD).
2. DSXW1-11 is not compatible with any mounting plate other than DSXW1-10 (T3M), DSXW1-11 (MVOLT), or DSXW1-12 (DBXTD).
3. Back box (BBW) is not compatible with any mounting plate other than DSXW1-10 (T3M), DSXW1-11 (MVOLT), or DSXW1-12 (DBXTD).
4. DSXW1-13 is not compatible with any mounting plate other than DSXW1-10 (T3M), DSXW1-11 (MVOLT), or DSXW1-12 (DBXTD).
5. DSXW1-14 is not compatible with any mounting plate other than DSXW1-10 (T3M), DSXW1-11 (MVOLT), or DSXW1-12 (DBXTD).
6. DSXW1-15 is not compatible with any mounting plate other than DSXW1-10 (T3M), DSXW1-11 (MVOLT), or DSXW1-12 (DBXTD).

© 2016 Lithonia Lighting, Inc. All rights reserved. Lithonia Lighting, Inc. 1000 North Street, Marietta, GA 30067

### Performance Data

**Lumen Ambient Temperature (LAT) Multiplier**

LAT (°C)	Multiplier
25	1.0
30	0.9
35	0.8
40	0.7
45	0.6
50	0.5

**Electrical Load**

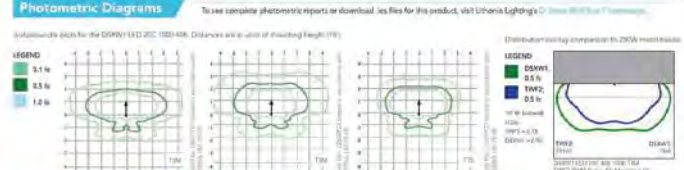
Series	Power (W)	Current (A)
DSXW1	1000	4.5
DSXW2	1000	4.5
DSXW3	1000	4.5
DSXW4	1000	4.5
DSXW5	1000	4.5
DSXW6	1000	4.5
DSXW7	1000	4.5
DSXW8	1000	4.5
DSXW9	1000	4.5

**Projected LED Lumen Maintenance**

Based on a 25°C ambient temperature and 100,000 hours of LED lifetime. Lumen maintenance is projected to be 70% after 50,000 hours.

### Photometric Diagrams

**Beam Spread Diagrams**



**Beam Spread Legend**

- 1000 Lumens
- 10000 Lumens

### Options and Accessories








### Features & Specifications

**INTENDED USE**

The energy-efficient, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

**CONSTRUCTION**

Constructed from high-quality materials for long-lasting performance. The luminaire is designed for easy installation and maintenance.

**FINISH**

Available in a variety of finishes to match your building's aesthetic.

**OPTICS**


Available in a variety of beam spreads to provide the desired lighting effect.

**ELECTRICAL**

Available in a variety of voltage options to meet your application's needs.

© 2016 Lithonia Lighting, Inc. All rights reserved. Lithonia Lighting, Inc. 1000 North Street, Marietta, GA 30067

## 6" Evo Downlight



**Optical System**

- Self-cleaning or finished semi-specular, matte or gloss or specialty finishing lens
- Polished Aluminum Reflective Optical Lens (AOL) (Rohrer Inc. 34000-000)
- 45° cutoff to source and source trough
- Top-clear finish characteristic
- Polycarbonate lens integral to light engine

**Mechanical System**

- 20 gauge galvanized steel construction, maximum 3-1/2" ceiling thickness
- 4" vertical adjustment
- Toolless adjustment post, installation
- Junction box capacity: 4 in. 4 out + 12AWG rated for 90°C
- Light engine and driver accessible through aperture
- Impact on metal mounting bracket (Kangaroo Inc.). Ships separately.
- Installs independently of the mounting frame to reduce tracks in plaster for re-tiling.

**Electrical System**

- Fully adjustable and independently aimed LED light engine
- 20% lumen maintenance at 60,000 hours
- Targeted according to LM-79 and LM-80 standards
- Overload and short circuit protected
- 2.5 SCRM, 85 CRI typical, 90+ CRI optional

**Warranty**

5-year limited warranty. Complete warranty (terms located at: [www.gothamlighting.com/warranty](http://www.gothamlighting.com/warranty))

**Notes:** Actual performance may differ as a result of field use environment and application. All values are design or typical values. Measured under laboratory conditions at 25°C.

**Ordering Information**

Series	Color Temperature	Normal Lumen Values	Aperture/Trim Color	Trim Style	Distribution	Finish	Voltage
EVO	27K	2700K	10	1000 lumens	SB	Clear	120V
	3000K	15	1500 lumens	SP	Pewter	Medium	120V
	3500K	20	2000 lumens	SW	White	Medium	120V
	4000K	25	2500 lumens	SC	Steel	Medium	120V
		30	3000 lumens	SW	White	Wide	120V
		35	3500 lumens	SB	Black	Wide	120V
		40	4000 lumens	SW	White	Wide	120V
		45	4500 lumens	SB	Black	Wide	120V

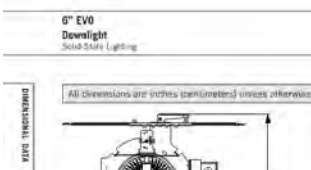
**Options**

- SB Single lens, Specialty 120V or 277V
- SP White painted flange
- SW Emergency battery pack with integral test switch
- SC Emergency battery pack with remote test switch
- SW Emergency battery pack with integral test switch
- SP Emergency battery pack with remote test switch
- SW Emergency battery pack with integral test switch
- SC Emergency battery pack with remote test switch

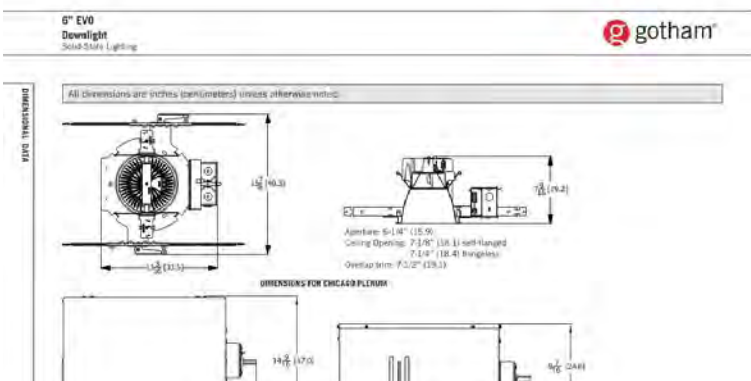
**Notes:** Actual performance may differ as a result of field use environment and application. All values are design or typical values. Measured under laboratory conditions at 25°C.

© 2016 Gotham Lighting, Inc. All rights reserved. Gotham Lighting, Inc. 1000 North Street, Marietta, GA 30067

## 6" Evo Downlight



**Dimensions**



**Wattage Consumption Matrix**

LUMENS	LM ACTUAL	WATTAGE	LUMENS per WATT
1000	1,261	11.4	111.1
1500	1,571	18.5	81.1
2000	2,058	23.2	88.0
2500	2,612	29.5	88.5
3000	3,077	34.6	88.7
3500	3,581	42.1	85.1
4000	4,081	48.1	85.2
4500	4,555	56.9	79.3

**Emergency Lumen Output**

LUMENS	WATTAGE	INITIAL OUTPUT
1000	9.0	100%
1500	9.0	100%
2000	9.0	100%
2500	9.0	100%
3000	9.0	100%
3500	9.0	100%
4000	9.0	100%
4500	9.0	100%

**Accessories**

Order as separate catalog numbers (shipped separately):

- SCAB Shaded ceiling adapter. Degree of slope, used to specify (0, 15, 30, 45, 60, 75, 90, 100). Refer to LED-118.
- TRIM 1 IN. Ceiling thickness adapter (refined), mounting frame to accommodate ceiling thickness up to 1 1/4". Add -4" to fixture height.
- TRIM 2 IN. Ceiling thickness adapter (refined), mounting frame to accommodate ceiling thickness up to 1 1/4". Add -4" to fixture height.
- TRIM 3 IN. Ceiling thickness adapter (refined), mounting frame to accommodate ceiling thickness up to 1 1/4". Add -4" to fixture height.

**Ordering Notes**

1. Not available with 1/4" trim.
2. Not available with EL or ELM options.
3. Refer to LED-118 for complete dimensions.
4. Not available with 1/4" trim and 1/4" trim.
5. Specialty voltage. EVO-SE not available in 277V.
6. Not available with white reflector. Not applicable with FL option.
7. Not available with 3/4" reflector. Not applicable with FL option.
8. For dimensional changes, refer to LED-118. Not available with 3/4" trim.
9. For use with generator supply EM series. Will require an emergency hot lead and ground wire lead.
10. ELM not available. EP-A, CO250, 3000 lumens dim. EP-A (1000-4000) lumens dim. EP-A (1000-4000) lumens dim.
11. Not available with white reflector. Not applicable with FL option.

© 2016 Gotham Lighting, Inc. All rights reserved. Gotham Lighting, Inc. 1000 North Street, Marietta, GA 30067

## moon dance 18 outdoor Downlight



**Description**

Hand-carved decorative features inspired by the moon's dimpled surface encompass the circumference of the hand-blown glass. The cylindrical metal reveal creates a clean, contemporary look while a wonderfully soft glow is achieved as downlight passes through the acid-etched, frosted glass surface. Maintenance only. Halogen includes (1) E26 medium base 60 watt PAR38, tung. LED includes (1) E26 medium base 13 watt 3000K PAR20 lamp, 120V.

**Weight:** 11.63 lb / 5.29 kg

**Ordering Information**

Model	Color	Finish	Lamp	Wall location
MOON18	SM	Brushed	30' Halogen PAR38, 60W E26, LED 13W PAR20, 13W E26	W wall location

**Notes:** Actual performance may differ as a result of field use environment and application. All values are design or typical values. Measured under laboratory conditions at 25°C.

© 2016 Lithonia Lighting, Inc. All rights reserved. Lithonia Lighting, Inc. 1000 North Street, Marietta, GA 30067

## TREADSTONE Development LLC

505 8TH Street  
Hermosa Beach, CA 90254  
t.(310) 999-8791  
www.treadcon.com

## STERN ARCHITECTS

2961 W. MacArthur Blvd.  
Suite 120  
Santa Ana, California, 92704  
t. (714) 556-2656  
f. (714) 556-2696

## GIVEN & ASSOCIATES INC.

MECHANICAL & ELECTRICAL ENGINEERS

735 S. Xenon Ct. #201  
Lakewood, Colorado 80228  
Ph: 303.716.1270  
Fax: 303.716.1272  
www.givenandassociates.com  
Project # 16090

## PROJECT TITLE

ENTITLEMENT PACKAGE:  
**AVON HOTEL**

AVON, COLORADO

### REVISIONS

NO.	DESCRIPTION	DATE
1	HOA SET	05.11.2016
2	MAJOR DEVELOPMENT SUBMITTAL	07.01.2016
3	PLANNING RE-SUBMITTAL	10.17.2016

**PROJECT NO:** 15-57  
**DATE:** 10.17.2016  
**DRAWN BY:** BB  
**CHECKED BY:** BB  
**SHEET TITLE:** SITE LIGHTING CUTSHEETS

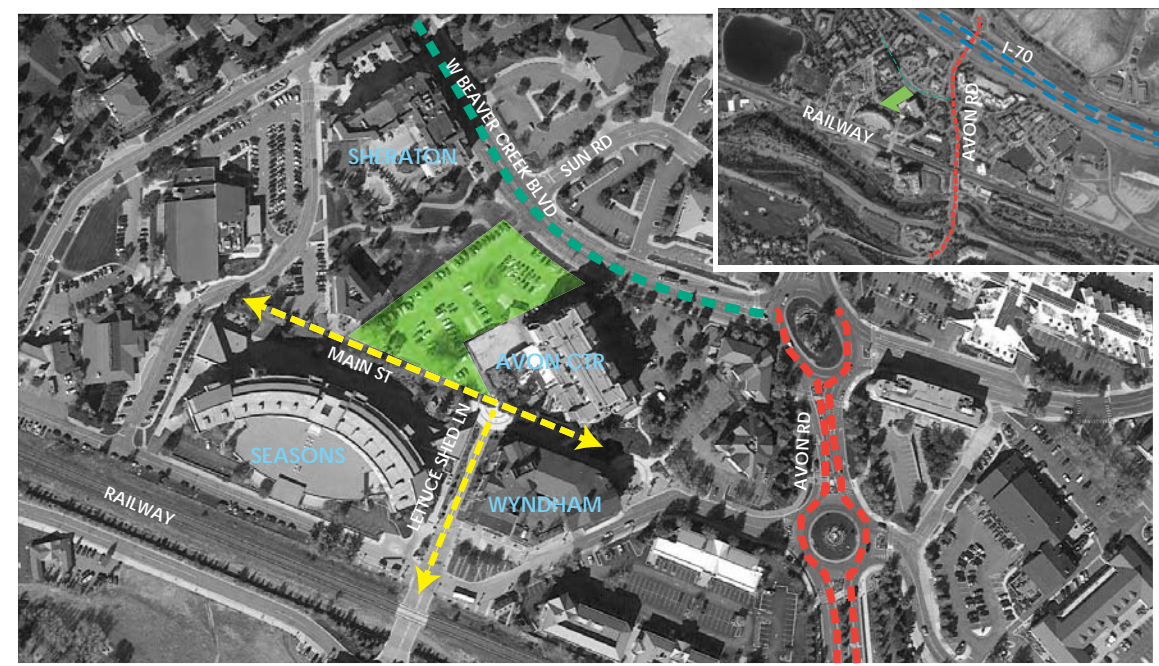
**SHEET NUMBER**

# AVON HOTEL

## MAJOR DEVELOPMENT PLAN SUBMITTAL EXHIBITS

### TOWN COUNCIL 12.05.2016

#### VICINITY MAP



#### CODE

The following codes apply:

- 2015 International Building Code
- 2015 International Energy Conservation Code
- 2015 International Plumbing Code
- 2015 International Mechanical Code

**Building Information:**  
 Building Type: IA Concrete podium + VA above - fully sprinklered  
 Allowable Height: 5 floors + Basement - Height is under 80'-0"

**Use and Occupancy Classification**  
 Primary Occupancy : R-1  
 Parking : S-2

#### Type of Construction Table 601

Building Elements:	S-2 (1-A)	R-1 (V-A)
A. Structural Frame	3 hr	1 hr
B. Bearing Walls - Exterior	3 hr	1 hr
C. Bearing Walls - Interior	3 hr	1 hr
D. Non-bearing Walls - Ext.	0 hr	0 hr
E. Non-bearing Walls - Int.	0 hr	0 hr
F. Floor construction	2 hr	1 hr
G. Roof construction	1-1/2 hr	1 hr

#### INDEX

Vicinity map , Building + Code Summary

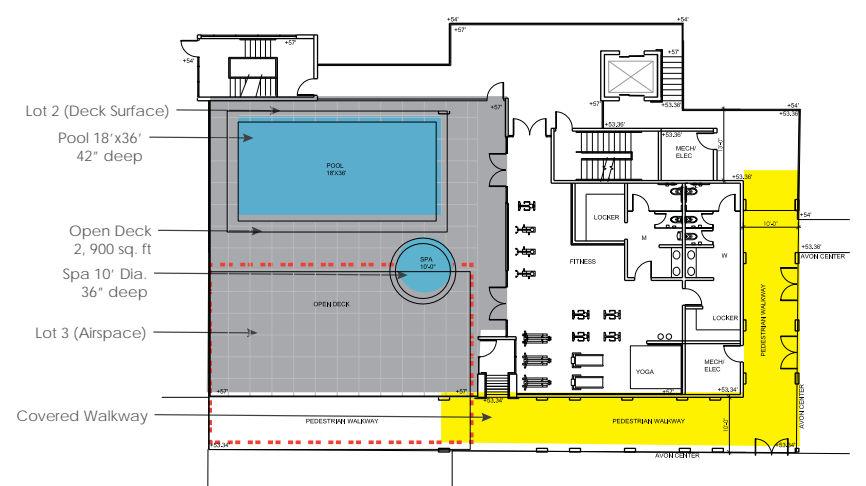
Boundaries	-	first floor
	-	basement
Subdivision exhibit		
Site Plan	-	first floor
	-	basement
Fire Access	-	first floor
Parking	-	first floor
	-	basement
Pedestrian Access	-	first floor
Vehicle Access	-	first floor
	-	basement
Service Access	-	first floor
	-	basement
Illustrative Landscape Plan		
Landscape Area Calc		
Lot Coverage	-	first floor
Snow Melt Coverage		
Materials		
Material Boards	-	hotel
	-	condo
Roof Plan	-	hotel
	-	condo
Elevations	-	hotel
	-	condo

#### BUILDING SUMMARY

Recreation Center

**Sheets A-2.3+ A-2.4**  
**Gross Building Area**  
 Recreation Center

Ground floor	
Outdoor deck	2,900 sq. ft
Fitness area	1,678 sq. ft
Condo	
2nd floor	3,545 sq. ft
3rd floor	3,545 sq. ft
4th floor	3,545 sq. ft
5th floor	2,545 sq. ft
<b>Total</b>	<b>17,213 sq. ft</b>



- Phase II Specification**
1. Pool not less than 18' x36', 42" deep
  2. Spa not less than 10' dia., 36" deep
  3. Outdoor deck including pool + spa not less than 2,800 sq. ft
  4. Fitness area not less than 250 sq ft to include changing rooms/restroom

#### Avon Hotel

**Sheets A-1.0 + A-1.1**  
**Parking Tabulation**

Ground floor	66 regular stalls
	7 ADA stalls
Basement	121 regular stalls
<b>Total</b>	<b>204 stalls</b>
	11 regular stall for Lot B

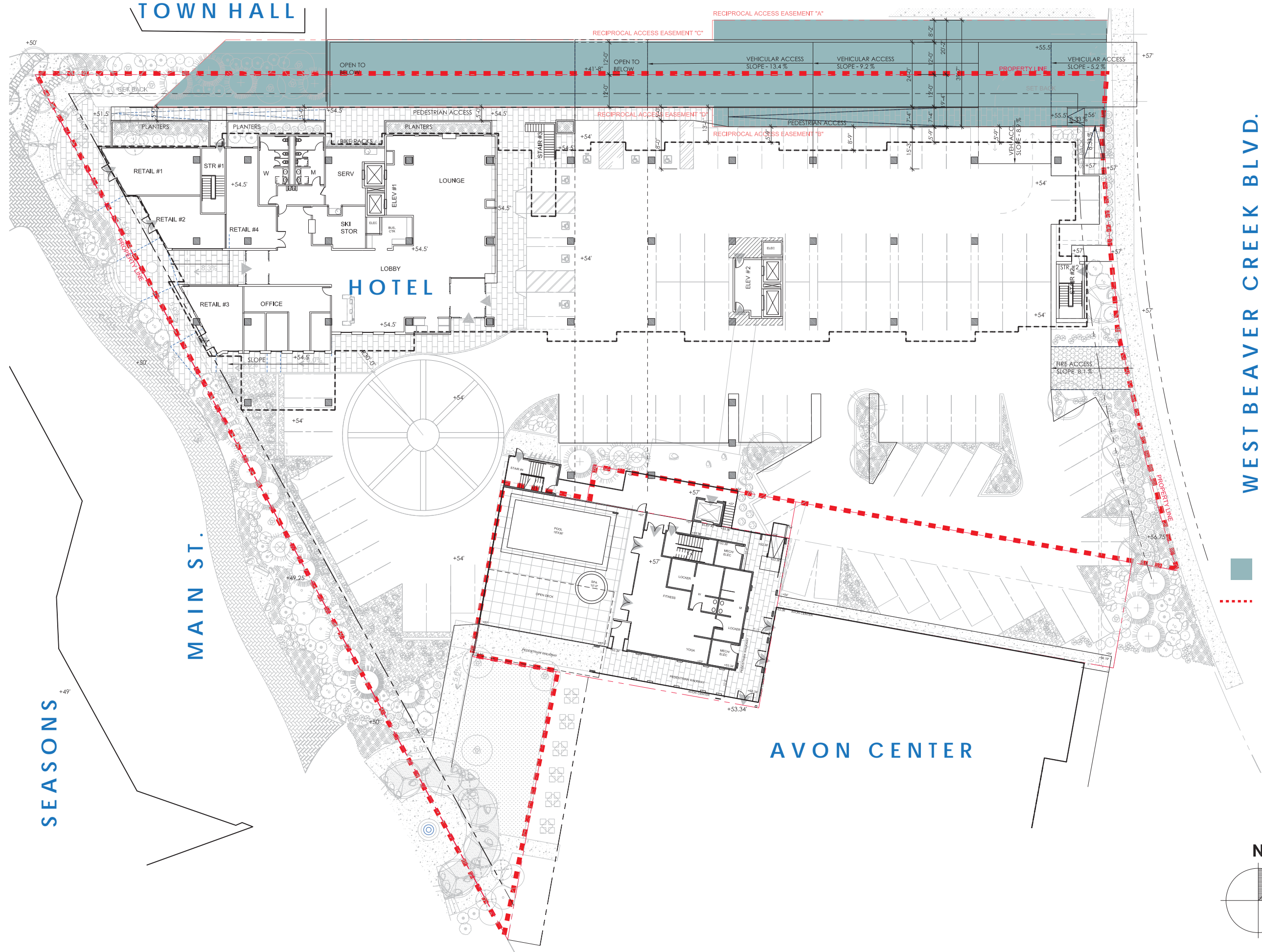
**Sheets A-2.0 + A-2.1**  
**Gross Building Area**

	Sq.ft
Hotel	
Ground floor	8,552 sq. ft.
Basement	3,605 sq. ft
2nd floor	23,810 sq. ft
3rd floor	21,634 sq. ft
4th floor	21,634 sq. ft
5th floor	21,634 sq. ft
Retail	
Ground floor	536 sq. ft
<b>Total</b>	<b>101,405 sq. ft</b>

**Rooms - total 142 units**

	Sq.ft	units per floor			
		2nd	3rd	4th	5th
Accessible Double Queen Balcony	534	1	1	1	1
Accessible King Balcony	534	1	1	1	1
Accessible King Sofa	480	2	2	2	2
Double Queen, 1	294	2	2	2	2
Double Queen, 2	306	4	4	4	4
Double Queen, 3	330	8	8	8	8
Double Queen Balcony	402	2	2	2	2
Double Queen Balcony, 2	545	0	4	4	4
King Balcony	434	6	6	6	6
King Sofa	384	5	5	5	5
King Sofa Balcony	497	0	2	2	2

FUTURE TOWN HALL

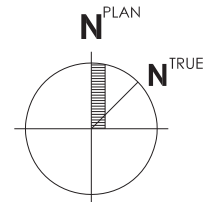


WEST BEAVER CREEK BLVD.

MAIN ST.

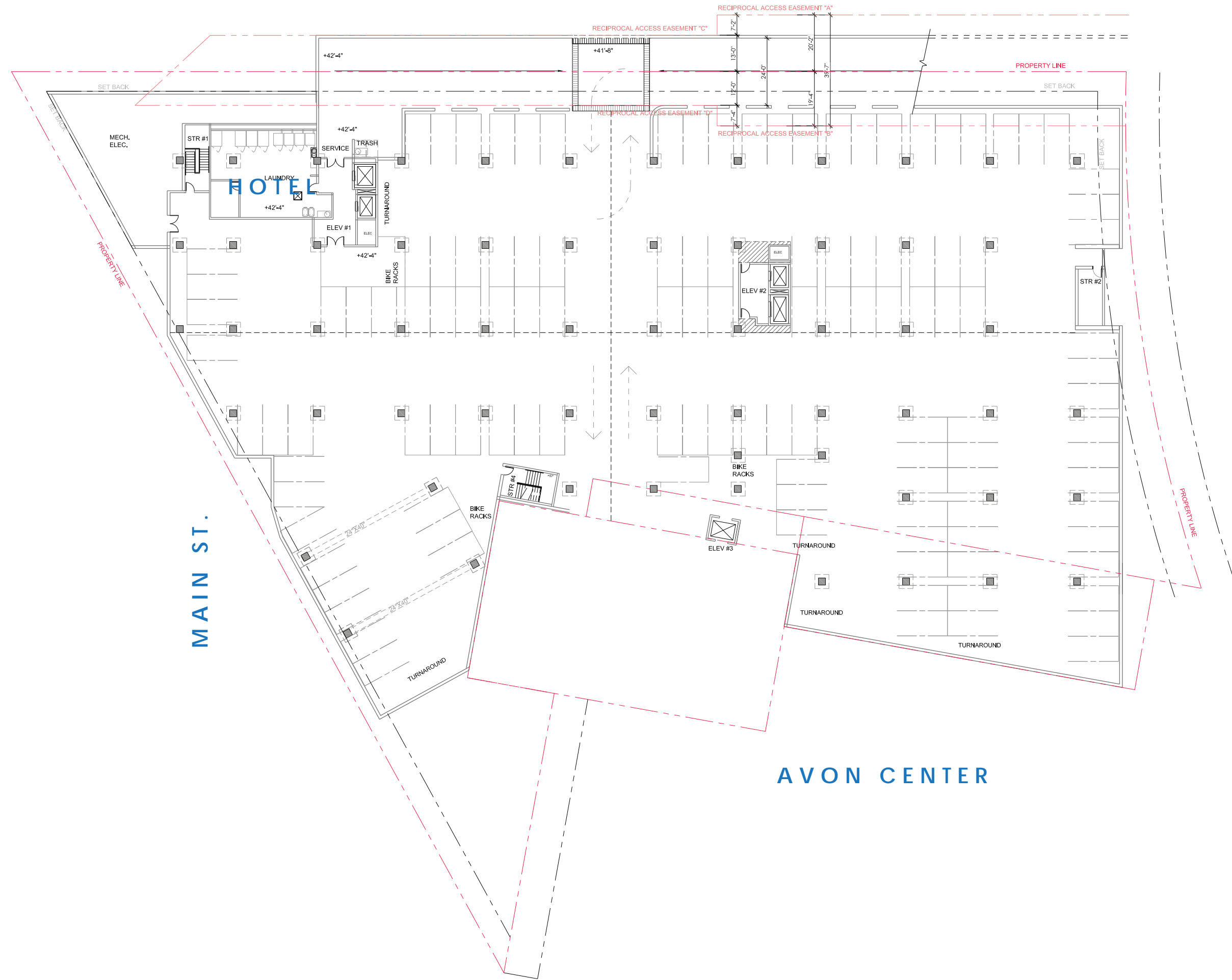
SEASONS

ACCESS EASEMENT  
PROPERTY LINE



first floor plan  
SITE PLAN

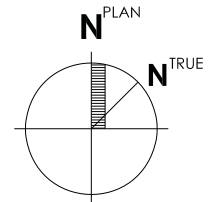
scale: 1/32" = 1'-0"



WEST BEAVER CREEK BLVD.

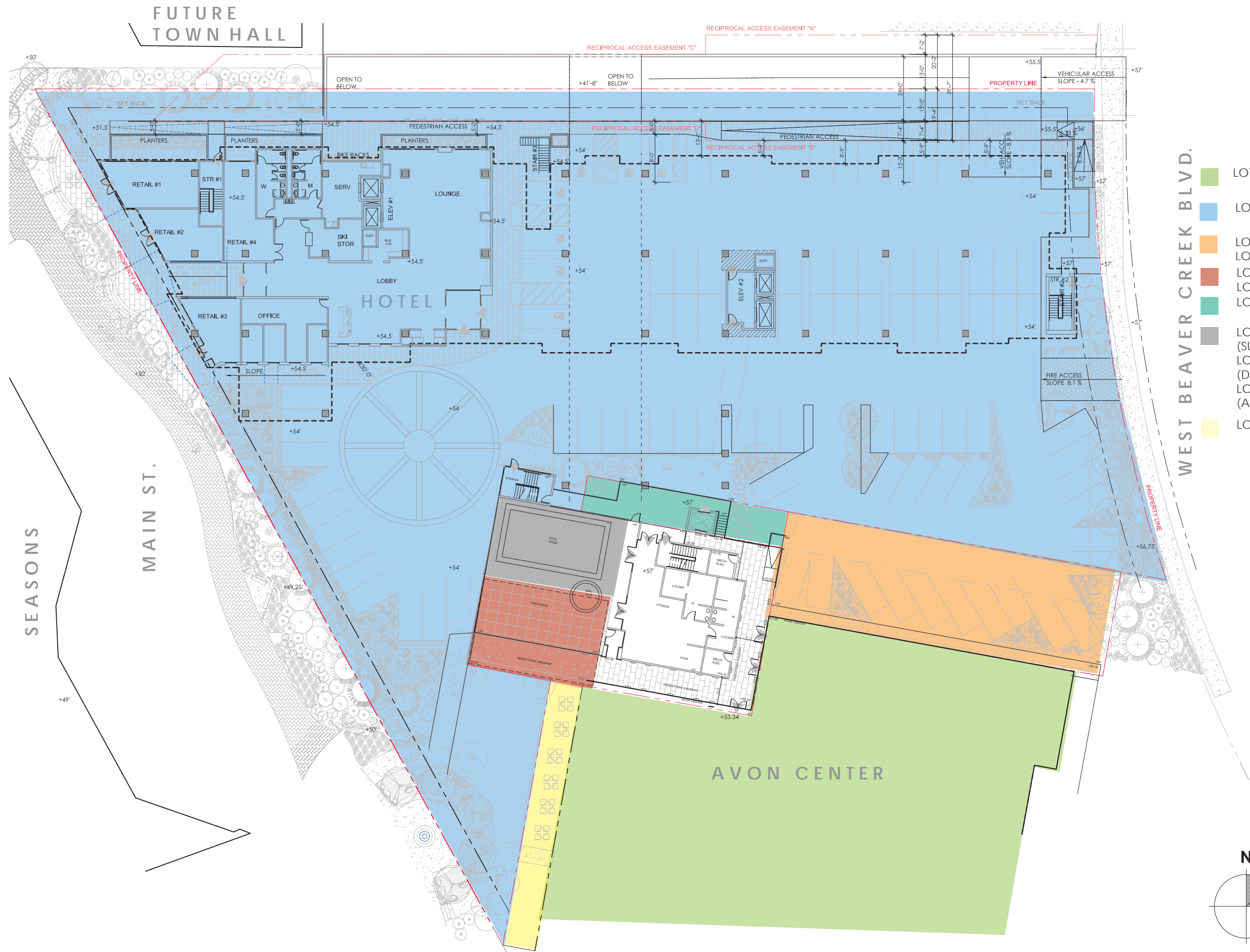
MAIN ST.

AVON CENTER



basement  
SITE PLAN

scale: 1/32" = 1'-0"



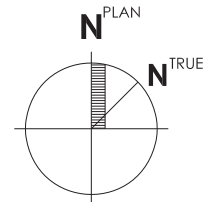
- LOT A
- LOT B (PHASE II)
- LOT 5 (SUBSURFACE)
- LOT 6 ( SURFACE + AIR)
- LOT 2A (LOT A)
- LOT 3A (LOT B)
- LOT 7 (PHASE II)
- LOT 1 (SUBSURFACE PHS I)
- LOT 2 (DECK SURFACE PHS II)
- LOT 3 (AIRSPACE PHS II)
- LOT 4

WEST BEAVER CREEK BLVD.

MAIN ST.

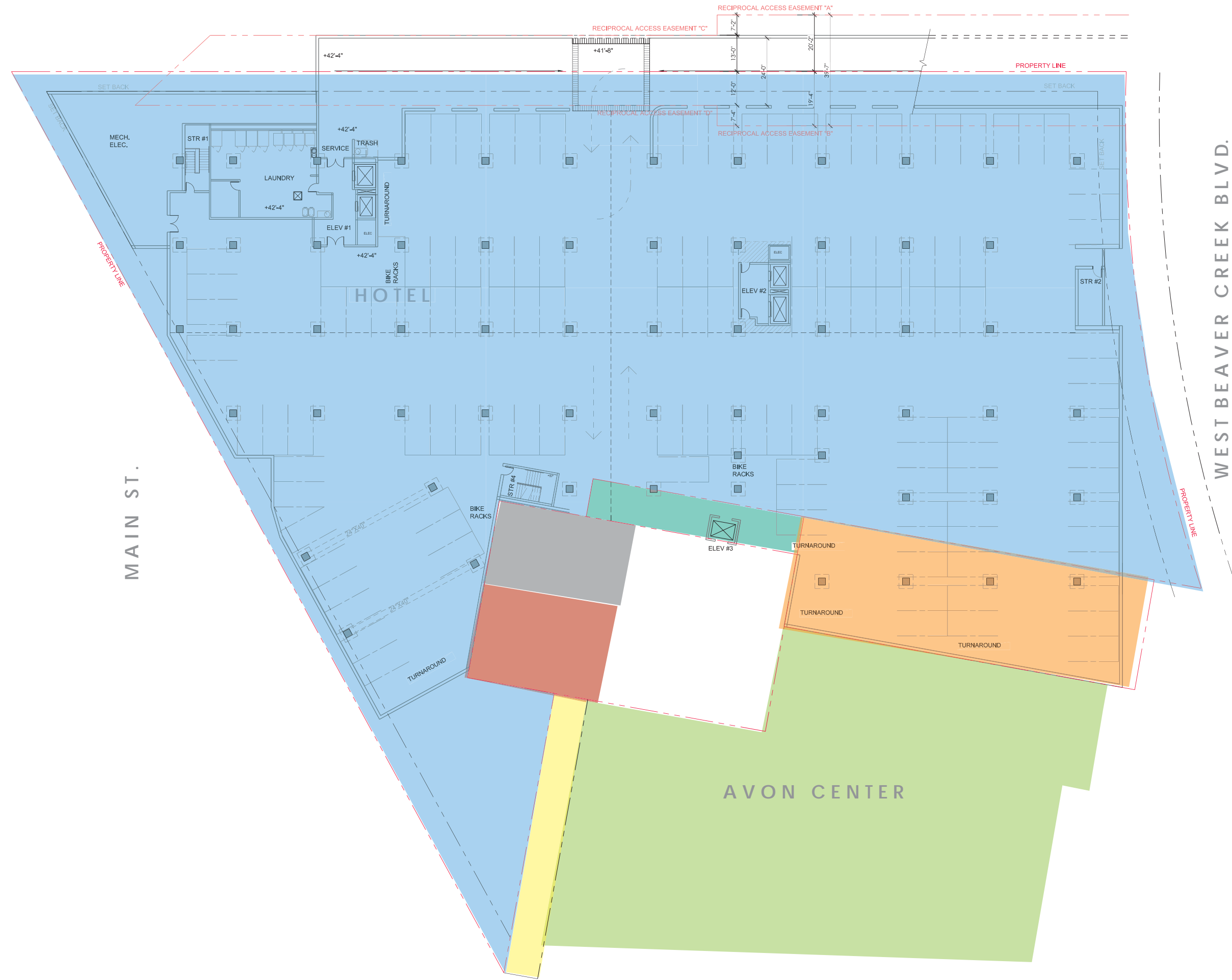
SEASONS

AVON CENTER



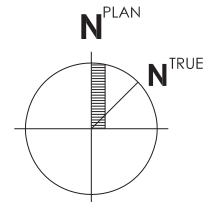
first floor plan  
**BOUNDARIES**

scale: 1/32" = 1'-0"



- WEST BEAVER CREEK BLVD.
- LOT A
  - LOT B (PHASE II)
  - LOT 5 (SUBSURFACE)  
LOT 6 ( SURFACE + AIR)
  - LOT 2A (LOT A)  
LOT 3A (LOT B)
  - LOT 7 (PHASE II)
  - LOT 1  
(SUBSURFACE PHS I)
  - LOT 2  
(DECK SURFACE PHS II)
  - LOT 3  
(AIRSPACE PHS II)
  - LOT 4

MAIN ST.

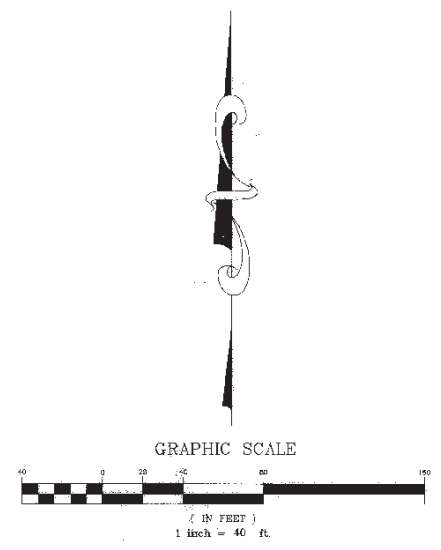


basement  
**BOUNDARIES**

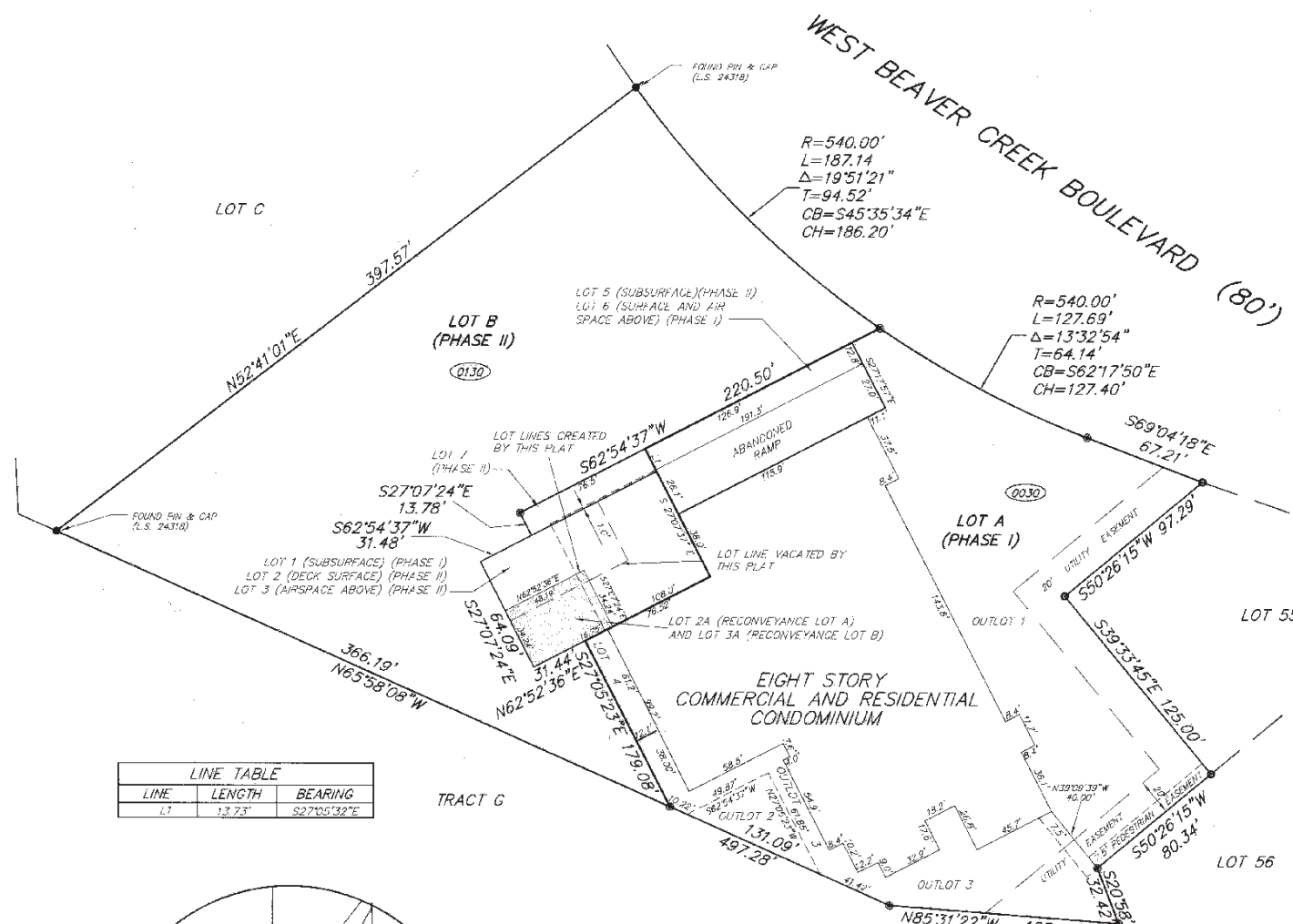
scale: 1/32" = 1'-0"

SECOND AMENDED CONDOMINIUM MAP AND RESUBDIVISION OF  
LOTS A AND B, AVON CENTER AT BEAVER CREEK  
A RESUBDIVISION OF LOTS 47, 48, 49, 50, 51, 52, 53 & 54,  
BLOCK 2, BENCHMARK AT BEAVER CREEK, AMENDMENT NO. 4  
TOWN OF AVON, EAGLE COUNTY, COLORADO  
SHEET 1 OF 5

EAGLE COUNTY FILE NO. A-208  
1/5

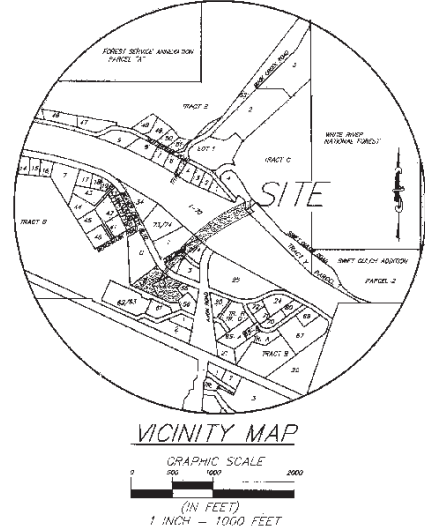


- NOTES:
1. PURPOSE OF THIS PLAT IS TO CREATE NEW LOTS 24 AND 30 AND VACATE THE OLD LOT LINES.
2. BASIS OF BEARING: N65°58'08"W ALONG THE SOUTHWESTERLY LOT LINE BETWEEN FOUND PROPERTY PINS AS INDICATED.
3. BASIS OF ELEVATION: SANITARY MANHOLE - 022 2ND ELEV. = 745.01' INV. ELEV. = 748.75' IN INV. ELEV. = 748.06' OUT
4. DATE OF SURVEY: DECEMBER 2002
5. ALL LINES ARE PARALLEL, PERPENDICULAR, OR 45° UNLESS OTHERWISE NOTED.
6. ALL BUILDING TIES ARE PERPENDICULAR TO PROPERTY LINES.
7. C.E. OR C.E. INDICATES COMMON ELEMENT AS DEFINED IN THE DECLARATION RECORDED DECEMBER 7, 1998 IN BOOK 333 OF PAGE 3 AND AT RECEPTION NO. 229359, AS AMENDED (THE "DECLARATION").
8. THIS SECOND AMENDED CONDOMINIUM MAP SUPERCEDES AND REPLACES IN ALL RESPECTS THE AMENDED CONDOMINIUM MAP RECORDED DECEMBER 30, 1998 AT RECEPTION NO. 179488.
9. THIS SECOND AMENDED CONDOMINIUM MAP DOES NOT SHOW THE REAL ESTATE SUBJECT TO OR THE REAL ESTATE NOT SUBJECT TO DEVELOPMENT RIGHTS. SUCH INFORMATION MAY BE OBTAINED FROM THE DECLARATION AND THE AGREEMENT TO ADJUST PROPERTY BOUNDARIES, A MEMORANDUM OF WHICH WAS RECORDED DECEMBER 30, 1998 AT RECEPTION NO. 179488, AS AMENDED BY THE FIRST AMENDMENT TO ADDENDUM TO ADJUST PROPERTY BOUNDARIES, A MEMORANDUM OF WHICH IS RECORDED CONTEMPORANEOUSLY HERewith.
10. ALL RECORDING REFERENCES ARE TO THE REAL PROPERTY RECORDS OF THE OFFICE OF THE CLERK AND RECORDER OF EAGLE COUNTY, COLORADO.
11. FOUND 5/8" REBAR W/ALUMINUM CAP P.E. & P.L.S. NO. 21438
12. SET 5/8" REBAR W/ALUMINUM CAP P.E. & P.L.S. NO. 26628
OUTLET 1 - ALL THE REMAINING AREA OF LOT 1 NOT COVERED BY THE PHASE I BUILDING, OUTLET 2 AND 3, LOTS 1, 2, 3, 4, 5, 6, AND 7, RECONVEYANCE LOT A OR RECONVEYANCE LOT B. OUTLET 1 IS A COMMON ELEMENT OF PHASE I.
OUTLET 2 AND OUTLET 3 - CONVEYED TO AVON TOWN CENTER MALL, AVON CENTER AT BEAVER CREEK - I OWNERS ASSOCIATION, PROVISION AND MAINTENANCE EASEMENT ON, ACROSS, ABOVE, AND BELOW OUTLET 2 AND OUTLET 3.
DESCRIPTION OF LOTS:
LOT 1 - A SUBSURFACE ESTATE; LOT 1 IS A COMMON ELEMENT OF PHASE I.
LOT 2 - A SURFACE ESTATE RESERVED FOR PHASE II.
LOT 3 - AN AIRSPACE ESTATE RESERVED FOR PHASE II.
LOT 4 - A COMMERCIAL LIMITED COMMON ELEMENT OF PHASE I, SUBJECT TO BUILDING RESTRICTIONS DESCRIBED IN THE AGREEMENT TO ADJUST PROPERTY BOUNDARIES, AS AMENDED.
LOT 5 - A SUBSURFACE ESTATE RESERVED FOR PHASE II.
LOT 6 - A SURFACE AND AIRSPACE ESTATE; LOT 6 IS A COMMON ELEMENT OF PHASE I.
LOT 7 - RESERVED FOR PHASE II.
LOT 24 (RECONVEYANCE LOT A) - LOT WHICH IS SUBJECT TO RECONVEYANCE TO PHASE I AS A PHASE I COMMON ELEMENT UPON THE TERMS AND CONDITIONS DESCRIBED IN THE NOTICE OF RECONVEYANCE ESCROW TRUST AGREEMENT RECORDED DECEMBER 30, 1998 AT RECEPTION NO. 179488, AS AMENDED BY NOTICE OF FIRST AMENDMENT TO RECONVEYANCE ESCROW TRUST AGREEMENT RECORDED CONTEMPORANEOUSLY HERewith.
LOT 30 (RECONVEYANCE LOT B) - LOT WHICH IS SUBJECT TO RECONVEYANCE TO PHASE I AS A PHASE I COMMON ELEMENT UPON THE TERMS AND CONDITIONS DESCRIBED IN THE NOTICE OF RECONVEYANCE ESCROW TRUST AGREEMENT RECORDED DECEMBER 30, 1998 AT RECEPTION NO. 179488, AS AMENDED BY NOTICE OF FIRST AMENDMENT TO RECONVEYANCE ESCROW TRUST AGREEMENT RECORDED CONTEMPORANEOUSLY HERewith.
LOT B - PHASE II DEVELOPMENT PROPERTY.



LINE TABLE

LINE	LENGTH	BEARING
L1	13.73'	S27°07'32"E



SURVEYOR'S CERTIFICATE: I, Duane D. Fehring, do hereby certify that I am a Registered Land Surveyor licensed under the laws of the State of Colorado... [Signature and Seal]

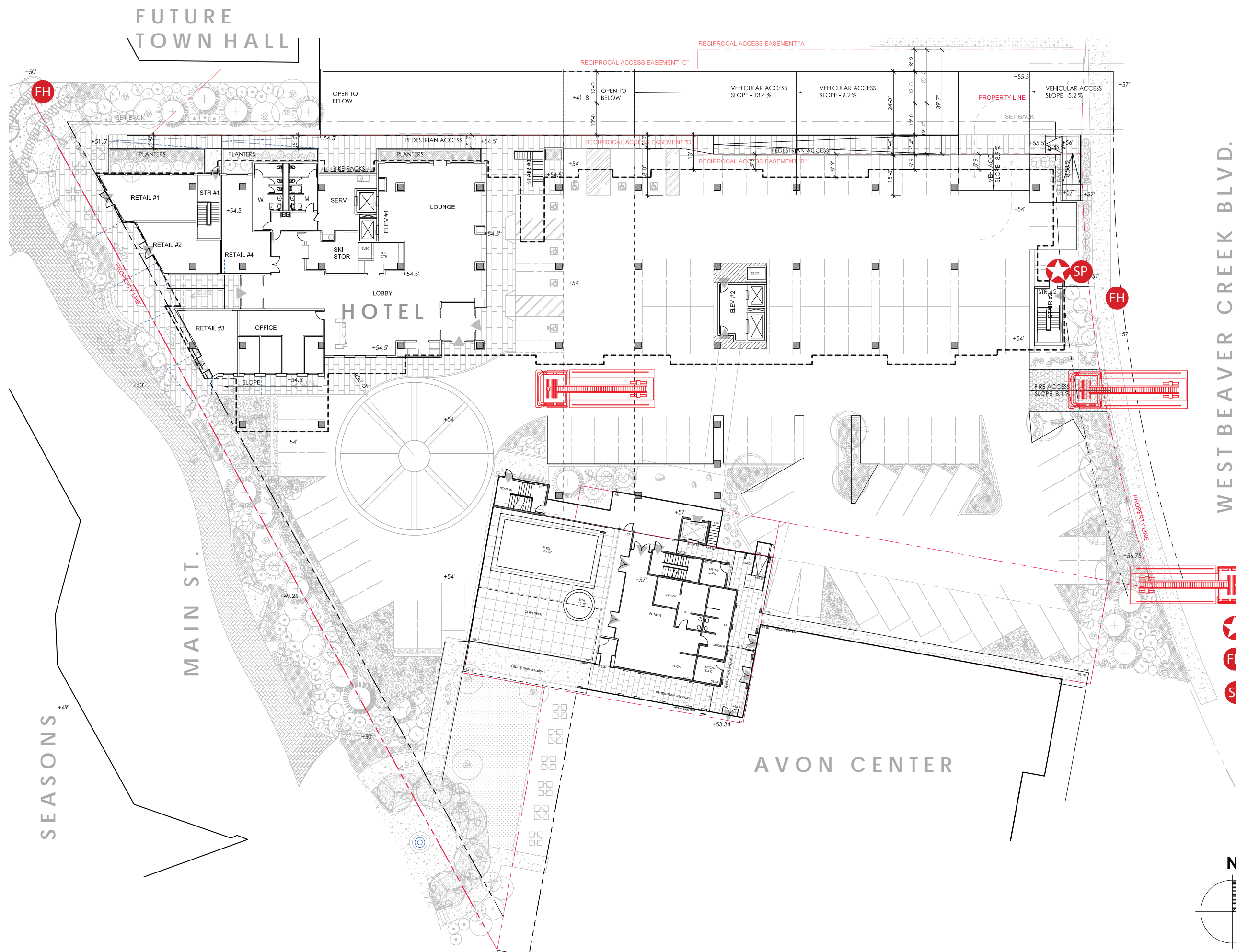
TITLE CURATIVE: First American Heritage Title Co. certifies that the title to all lands shown on this plat have been examined and a vested interest in the land shown on this plat is such lands is free and clear of all liens, encumbrances, taxes and assessments except as follows: None. [Signature]

CERTIFICATE OF DEDICATION AND OWNERSHIP: Know all men by these presents that Sheriff at Avon LLC, a Colorado Limited Liability Company is sole owner in fee simple of Lot B, Avon Center at Beaver Creek, and Avon Center at Beaver Creek - I Homeowners Association, a Colorado nonprofit corporation acting by and through its Board of Directors on behalf of the Phase I owners, sure owners being all of the owners of the undivided interests in the simple of Lot A, Avon Center at Beaver Creek except 'Outlet 1' and 'Outlet 2' and all such property being situated in Eagle County, Colorado and more particularly described as follows: [Text]

STATE OF COLORADO } ss  
COUNTY OF EAGLE }  
The foregoing Certificate of Dedication and Ownership was acknowledged before me this 12th day of February, 2003 by [Signatures]  
My commission expires 4/18/2005  
Witness my hand and official seal: [Signature]

TOWN CLERK: This Plat, including vacation of any lot lines, easements and rights of way, previously dedicated and not dedicated hereto, in approval by the Town Council of the Town of Avon, County of Eagle, Colorado, this 12th day of February, A.D. 2003, for filing with the Clerk and Recorder of the County of Eagle and for convenience to the town of the public dedication shown herein, the name to supersede the prior Plat, subject to the provision that approved in no way obligates the Town of Avon for financing or construction of improvements on lands, streets or easements dedicated except as specifically agreed to by the Town Council and further that and approved that in no way obligates the Town of Avon for maintenance of streets until construction of improvements thereon shall have been completed to the satisfaction of the Town Council. [Signatures]

Administrative sidebar containing: INTER-MOUNTAIN ENGINEERING LTD., SHAPIRO DEVELOPMENT COMPANY, SECOND AMENDED CONDOMINIUM MAP OF LOTS A AND B, AVON CENTER AT BEAVER CREEK, BENCHMARK AT BEAVER CREEK, AMENDMENT NO. 4, TOWN OF AVON, EAGLE COUNTY, COLORADO. Includes drawing number 02-0096S and sheet number 1 OF 5.



WEST BEAVER CREEK BLVD.

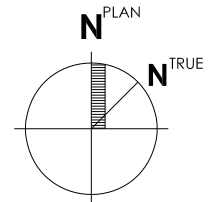
FUTURE TOWN HALL

MAIN ST.

AVON CENTER

SEASONS

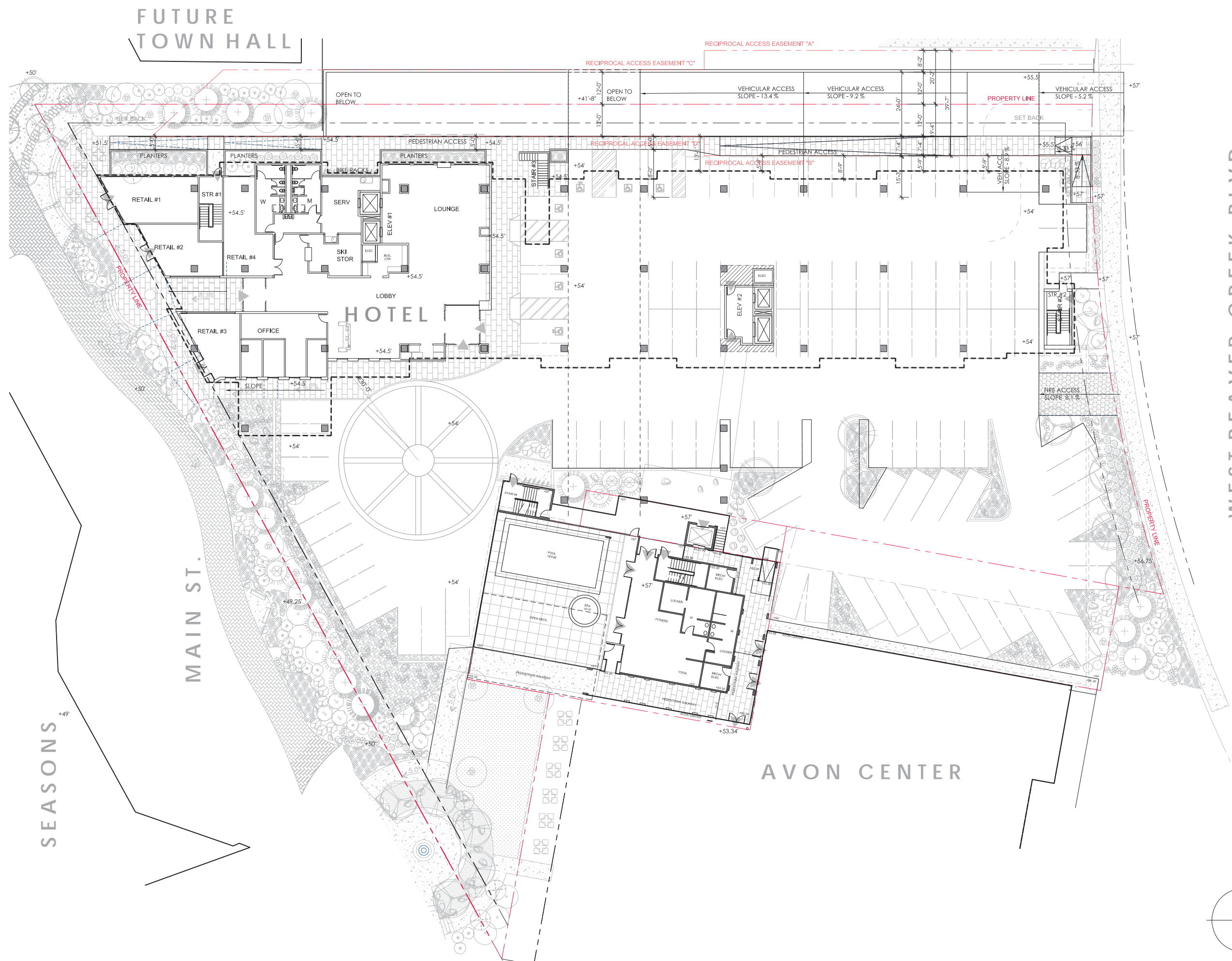
-  FIRE TRUCK
-  FIRE CMD CTR
-  FIRE HYDRANT
-  STAND PIPE



first floor plan  
**FIRE ACCESS**

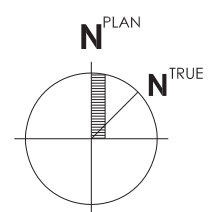
scale: 1/32" = 1'-0"





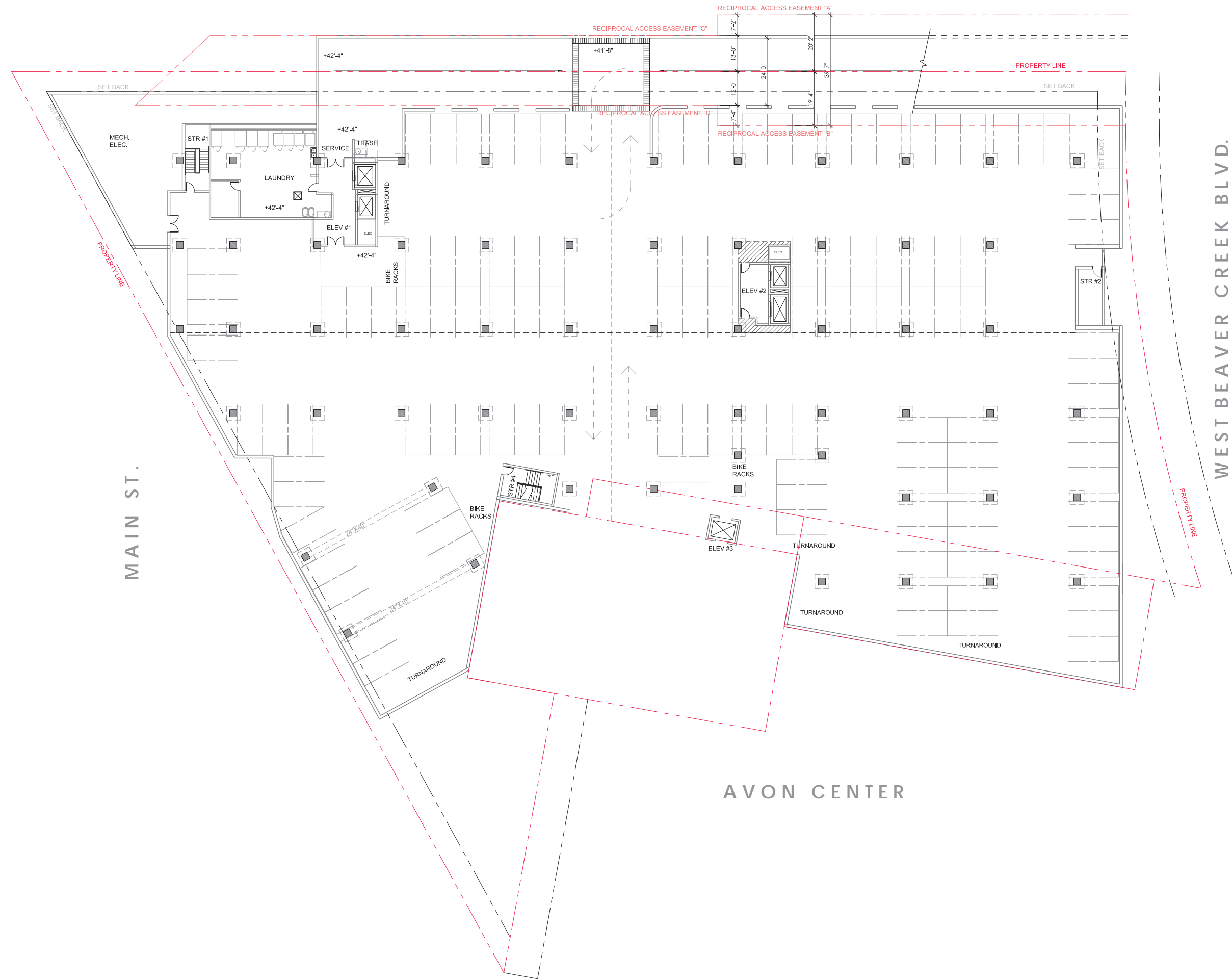
WEST BEAVER CREEK BLVD.

- 1ST FLOOR**
- 66 STANDARD
- 10 LOW EMISSION
- 7 ADA PARKING
- 11 AVON CTR PARKING
- BASEMENT**
- 121 STANDARD
- TOTAL**
- 204 PARKING**



first floor  
**PARKING**

scale: 1/32" = 1'-0"

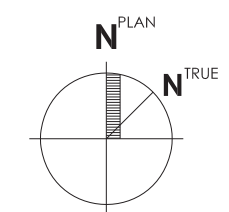


- 1ST FLOOR**
- 66 STANDARD
  - 10 LOW EMISSION
  - 7 ADA PARKING
- 11 AVON CTR PARKING

- BASEMENT**
- 121 STANDARD

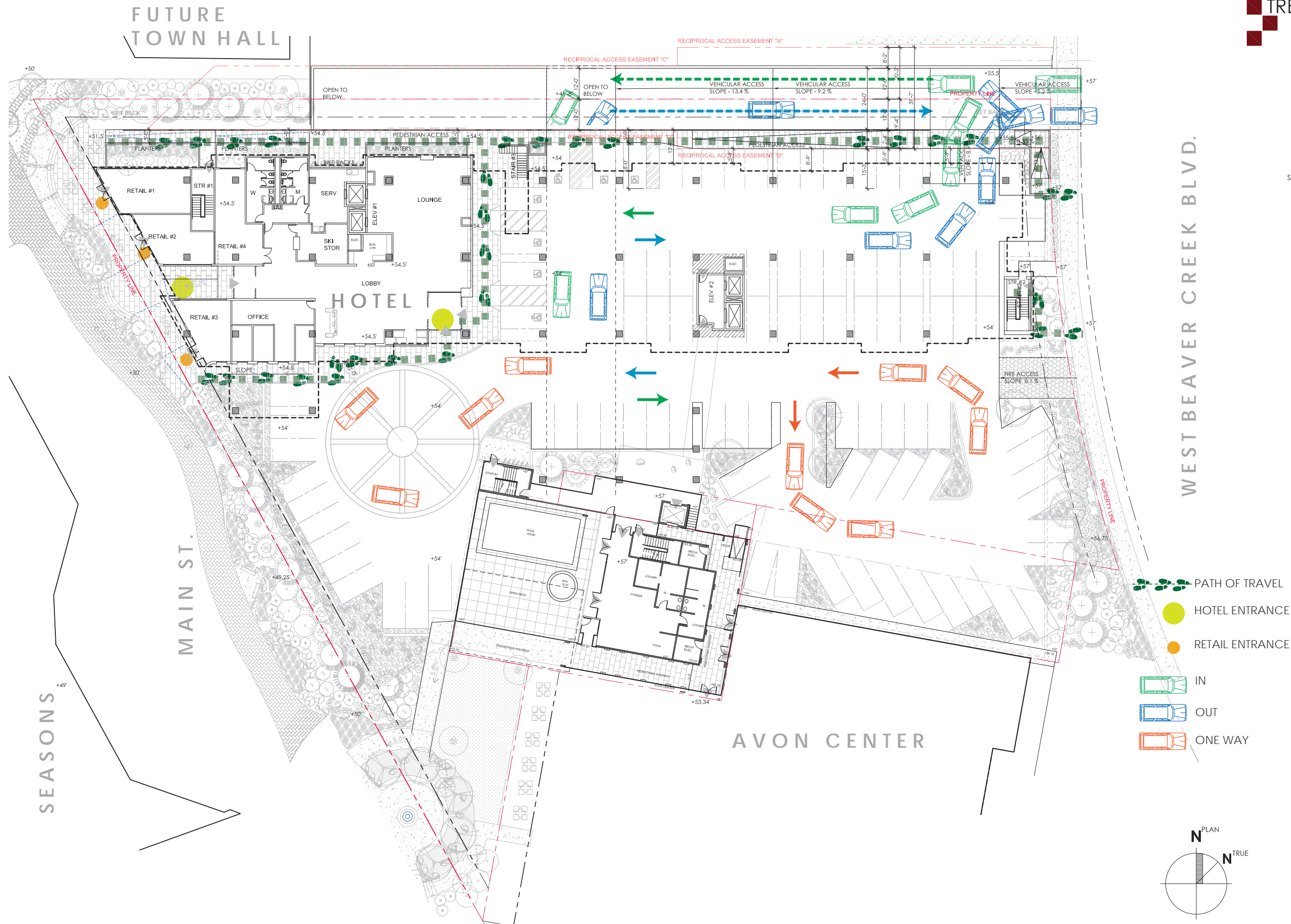
TOTAL  
**204 PARKING**

AVON CENTER



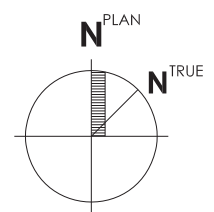
basement  
**PARKING**

scale: 1/32" = 1'-0"



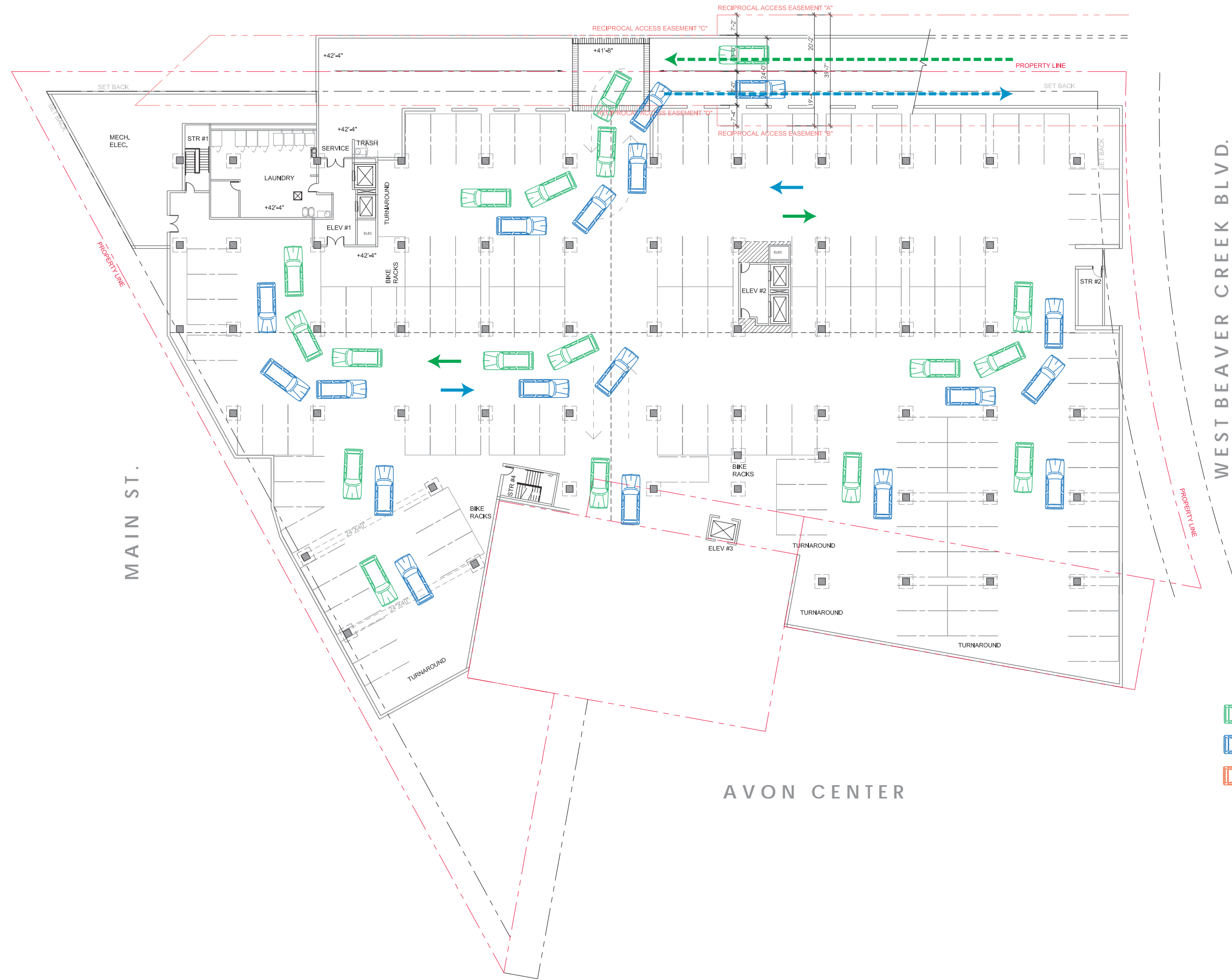
WEST BEAVER CREEK BLVD.




- PATH OF TRAVEL
- HOTEL ENTRANCE
- RETAIL ENTRANCE
- IN
- OUT
- ONE WAY

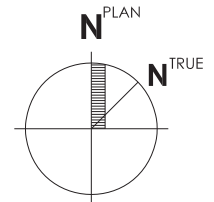


first floor  
**PEDESTRIAN + VEHICULAR ACCESS**

scale: 1/32" = 1'-0"



-  IN
-  OUT
-  ONE WAY



basement  
**PEDESTRIAN + VEHICULAR ACCESS**

scale: 1/32" = 1'-0"



FUTURE TOWN HALL

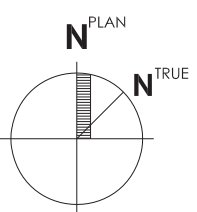
WEST BEAVER CREEK BLVD.

MAIN ST.

SEASONS

HOTEL

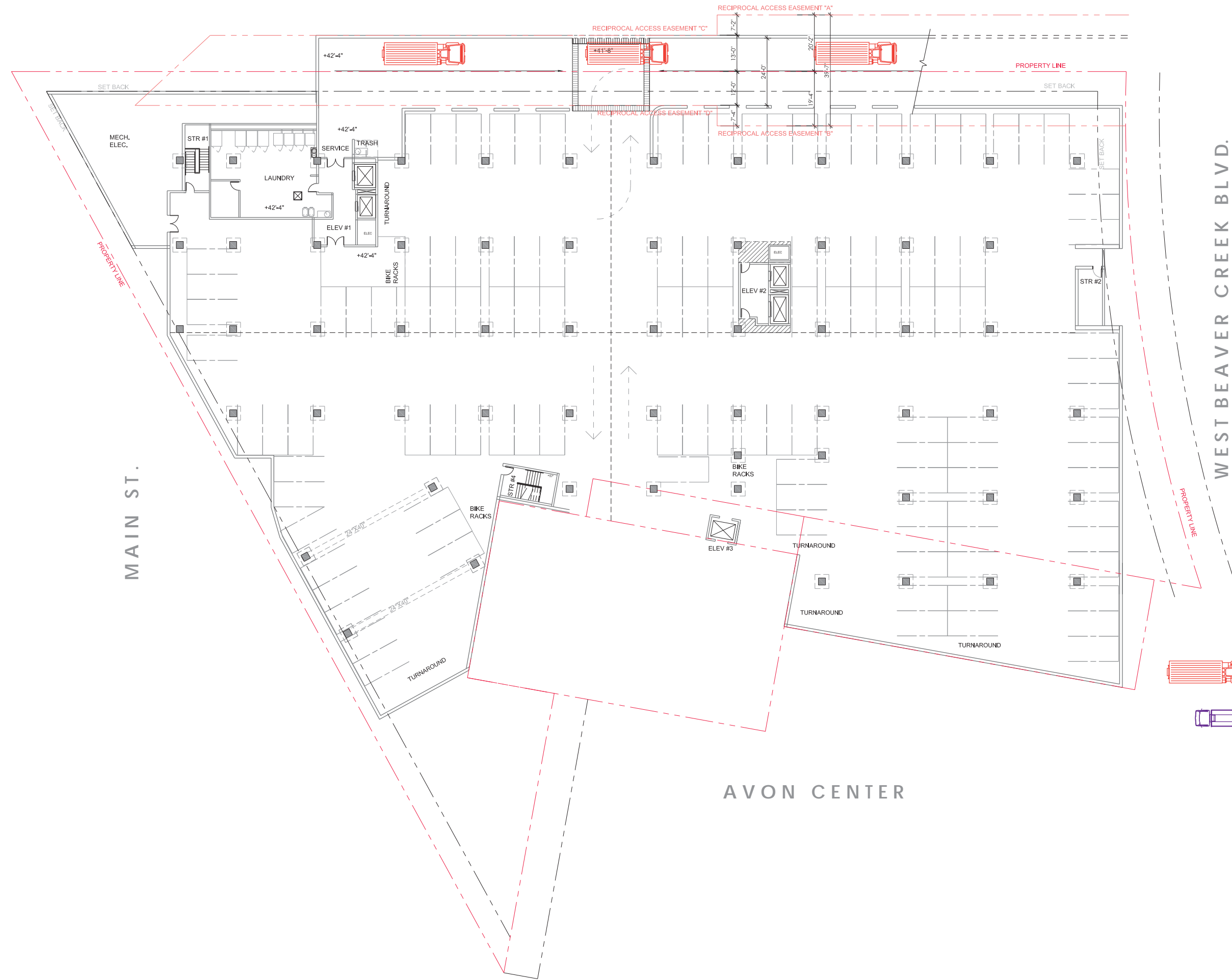
AVON CENTER



first floor

SERVICE/DELIVERY ACCESS

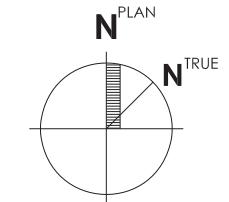
scale: 1/32" = 1'-0"



SERV TRUCK



SMALL SERV. TRUCK



basement  
**SERVICE/DELIVERY ACCESS**

scale: 1/32" = 1'-0"



505 8TH Street  
Hermosa Beach, CA 90254  
t.(310) 999-8791  
www.treadcon.com



2961 W. MacArthur Blvd.  
Suite 120  
Santa Ana, California, 92704  
t. (714) 556-2656  
f. (714) 556-2696



**ZEHREN  
AND ASSOCIATES**  
ARCHITECTURE • PLANNING • INTERIORS  
LANDSCAPE ARCHITECTURE  
www.zehren.com  
P.O. BOX 1978 Avon, Colorado 81620  
970.949.0537 FAX 970.945.1080



WEST BEAVER CREEK BLVD.

MAIN ST.

SEASONS

FUTURE  
TOWN HALL

HOTEL

AVON CENTER

outlet 3  
outlet 2

first floor

# LANDSCAPE

WEST BEAVER CREEK BLVD.

FUTURE TOWN HALL

HOTEL

AVON CENTER

MAIN ST.

SEASONS

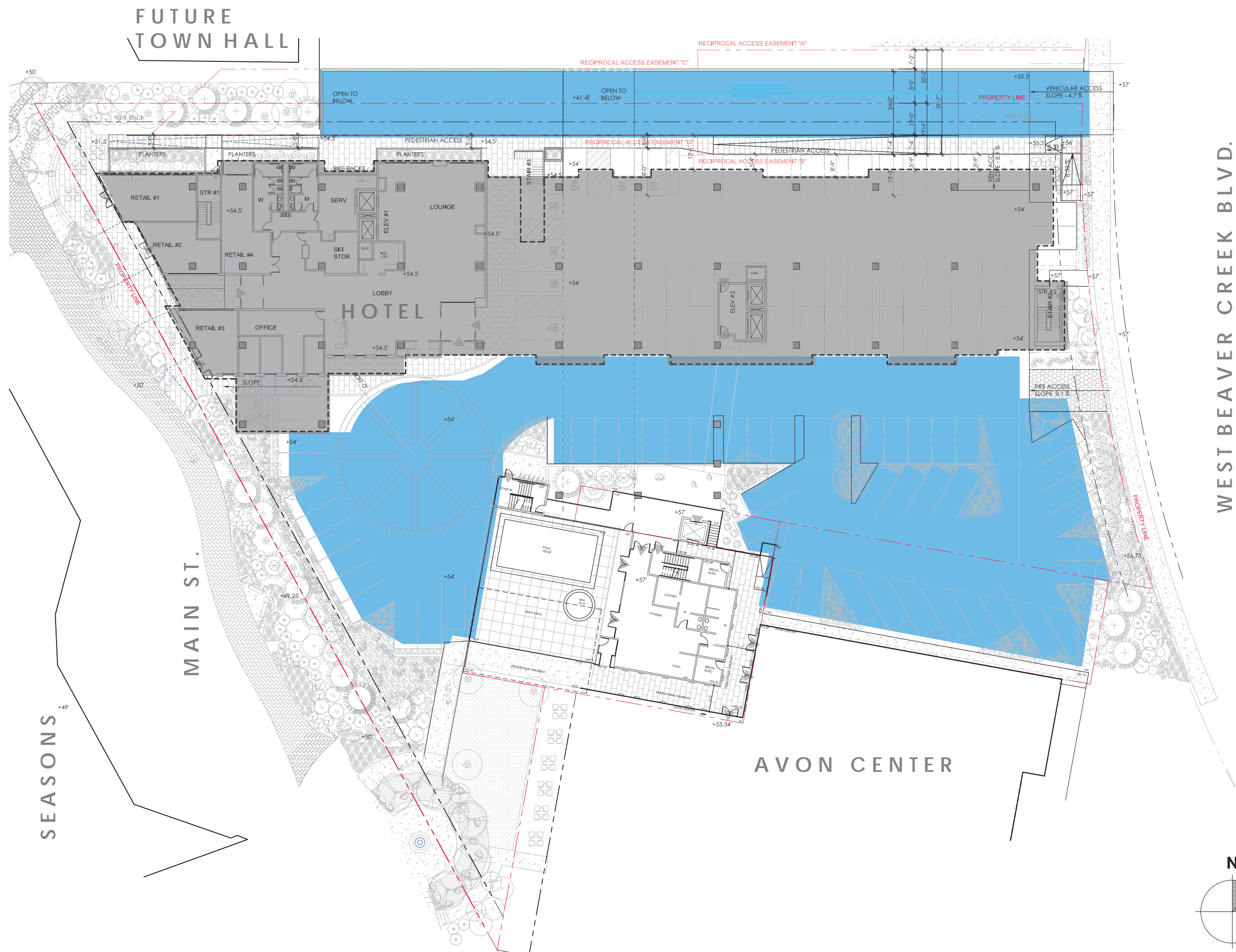
Landscape Area Legend

-  Lot B - 11,622 SF
-  Tract G - 3,206 SF
-  Lot A - 1,482 SF
-  WBCB - 392 SF
-  Skier Bldg - 739 SF

first floor

LANDSCAPE AREAS





WEST BEAVER CREEK BLVD.

MAIN ST.

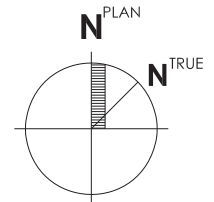
SEASONS

FUTURE TOWN HALL

HOTEL

AVON CENTER

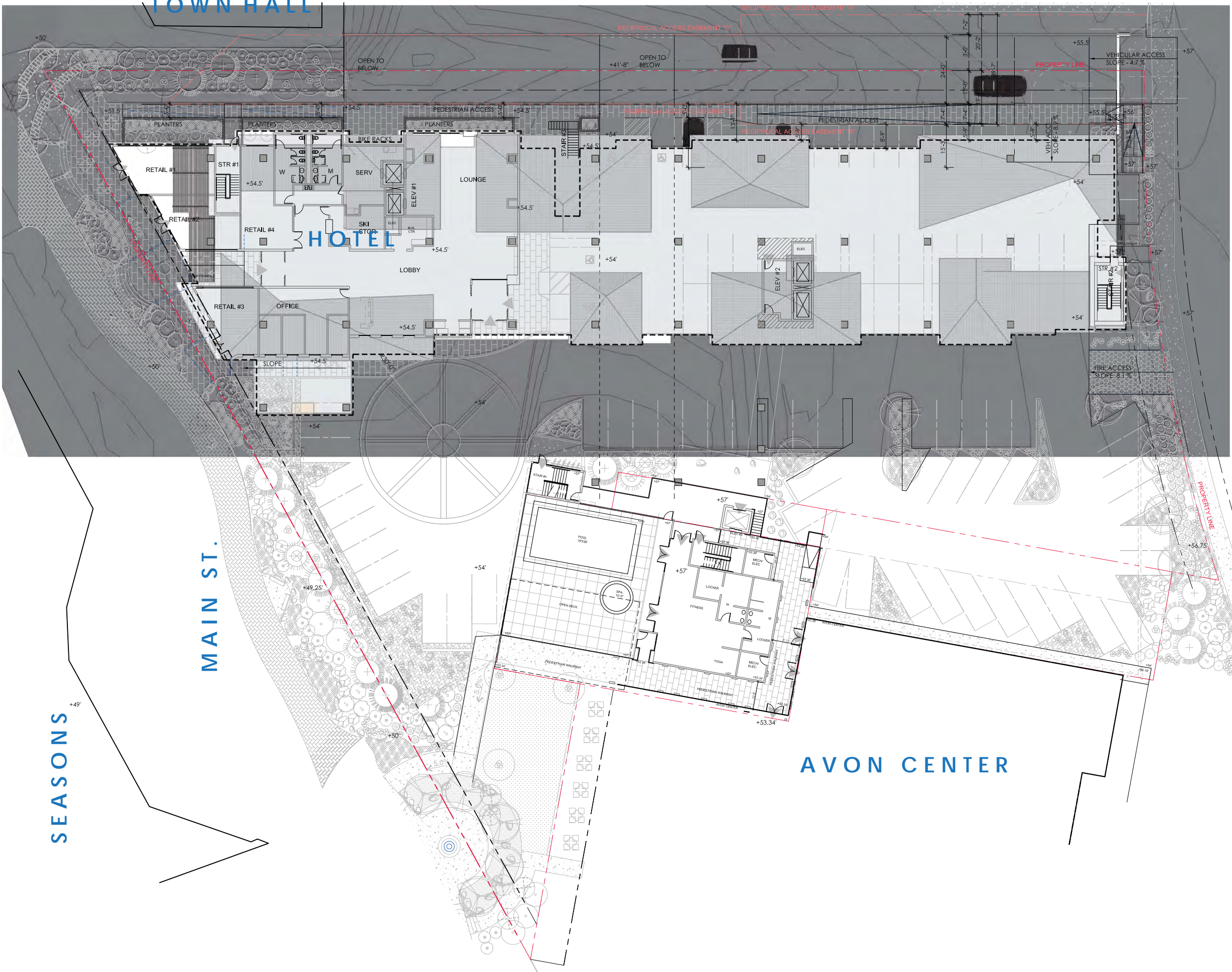
- SNOWMELT  
31, 813 SF
- COVERAGE  
TOTAL LOT B  
66,925 SF
- LOT COVERAGE  
24,149 SF



first floor plan  
**COVERAGE**

scale: 1/32" = 1'-0"

FUTURE TOWN HALL

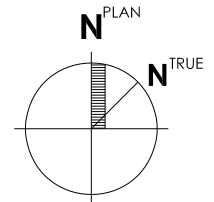


WEST BEAVER CREEK BLVD.

MAIN ST.

SEASONS

AVON CENTER

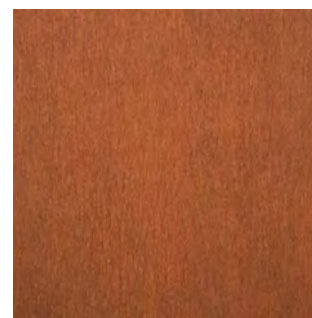


ROOF PLAN

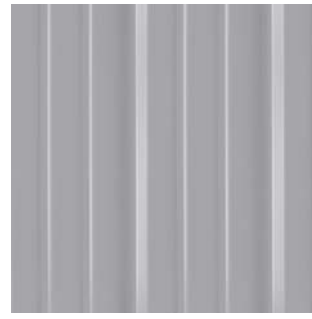
scale: 1/32" = 1'-0"



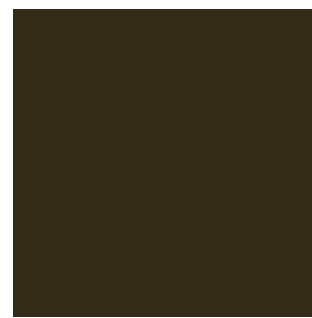
1 TRESPA GREYED CEDAR



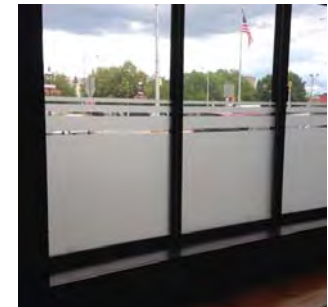
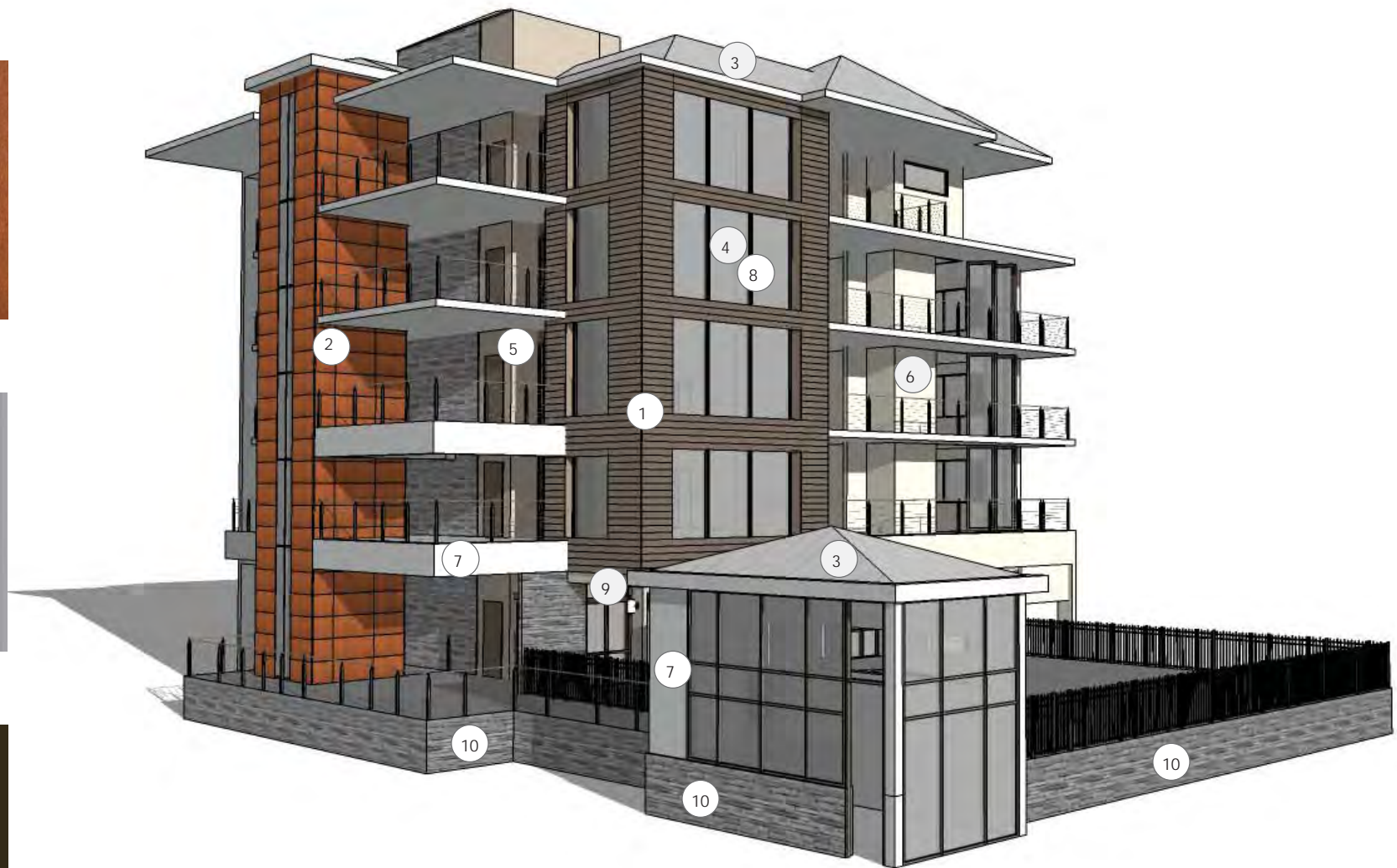
2 TRESPA RUSTED BROWN



3 METAL ROOF SIDING SILVER GRAY



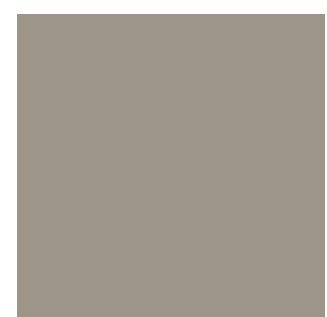
4 FLEETWOOD WINDOW COLOR : F-4



11 FROSTED GLASS



10 GALLEGOS FACADE MOUNTAIN ASH STONE



5 STUCCO DET 620 BARNWOOD GRAY



6 STUCCO DET 625 RECLAIMED WOOD



7 STUCCO DE6367 COVERED IN PLATINUM



8 STUCCO/TRIMS DET634 DOWNING TO EARTH



9 WALL SCONCE



- 1 TRESPA GREYED CEDAR
- 2 TRESPA RUSTED BROWN
- 3 METAL ROOF SIDING SILVER GRAY
- 4 FLEETWOOD WINDOW COLOR : F-4
- 5 STUCCO DET 620 BARNWOOD GRAY
- 6 STUCCO DET 625 RECLAIMED WOOD
- 7 STUCCO DE6367 COVERED IN PLATINUM
- 8 STUCCO/TRIMS DET634 DOWNING TO EARTH
- 9 WALL SCONCE
- 10 GALLEGOS MOUNTAIN ASH FACADE
- 11 FROSTED GLASS



hotel MATERIAL BOARD



**EAST ELEVATION** **D**  
1/16" = 1'-0"



**WEST ELEVATION** **C**  
1/16" = 1'-0"



**NORTH ELEVATION** **B**  
1/16" = 1'-0"



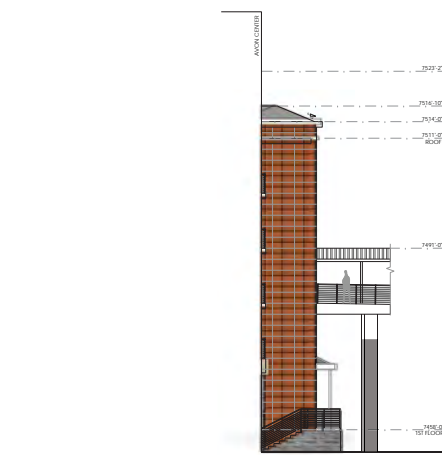
**SOUTH ELEVATION** **A**  
1/16" = 1'-0"

hotel  
**ELEVATIONS**

scale: 1/16" = 1'-0"



SOUTH ELEVATION A  
1/16" = 1'-0"



EAST ELEVATION B  
1/16" = 1'-0"



NORTH ELEVATION C  
1/16" = 1'-0"



WEST ELEVATION D  
1/16" = 1'-0"

condo  
ELEVATIONS

scale: 1/16" = 1'-0"

**PLANNING AND ZONING COMMISSION  
FINDINGS OF FACT AND RECORD OF DECISION**



**DATE OF HEARING:** November 14, 2016  
**DATE OF DECISION** December 6, 2016  
**TYPE OF APPLICATIONS:** Major Development Plan & Alternative Equivalent Compliance  
**FILE NUMBERS:** #MJR16007 & #AEC16005  
**PROPERTY LOCATION:** Lot B, Avon Center at Beaver Creek Subdivision  
**ADDRESS:** 140 W. Beaver Creek Boulevard  
**APPLICANT:** Treadstone Development, LLC  
**OWNER:** Chicago Title Insurance Company

These findings of fact and record of decision is made in accordance with the Avon Development Code ("Development Code") §7.16.020(f):

**#MJR16007 | MAJOR DEVELOPMENT PLAN DECISION:** Recommendation to Town Council for Approval. Unanimously approved with 6-0 vote.

**FINDINGS:**

1. The Development Plan and Design review criteria in AMC §7.16.080(5), and §7.16.090(f) respectively, have been considered by PZC and the Application is found to be either in strict conformance with the criteria or otherwise fulfilled with an alternative design that meets the requirements of AEC approval;
2. The Application is in conformance with AMC §7.20, *Zone Districts and Official Zoning Map*, §7.24, *Use Regulations*, and §7.28, *Development Standards*;
3. The Lighting Plan and all proposed exterior lighting is in conformance with AMC §15.30, *Outdoor Lighting Standards*.
4. The Application implements the general land use goals and policies of the Avon Comprehensive Plan including the Land Use Map designations, and planning principles of the *Town Center West District*.
5. Pursuant to AMC §7.04.090(b), strict compliance with the Avon Comprehensive Plan, and sub-area plans, is not required due to the following:
  - a. The development application is consistent with the general goals and intent of the Avon Comprehensive Plan taking into consideration the unique circumstances of the property, market conditions, and the current needs of the community;
  - b. Strict compliance with some provisions of the Avon Comprehensive Plan, particularly the West Town Center Investment Plan, is not practical; and,
  - c. The procedures for amending the Avon Comprehensive Plan are not beneficial as applied to the development application for the purpose of promoting public involvement, community planning, or adopting or clarifying the precedence of this land use decision.

**CONDITIONS:**

1. Prior to review by the Avon Town Council, a Parking Management Plan will be submitted, with concurrence of neighboring properties.
2. All potential exterior signage must be approved by the PZC with a Master Sign Program application submitted by the property owner;
3. Stone siding will be removed from second floor, and replaced with stucco.
4. Stone siding to complete all first floor locations of both buildings, including support columns for elevated pedestrian bridge.
5. Grey cedar will wrap around the East and West corners to meet the rust panels on 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> floors of east elevation and 3<sup>rd</sup> and 4<sup>th</sup> floors on west elevation.
6. Floor line to be removed from 4<sup>th</sup> level of condominium tower and west elevation.
7. Floor lines to be removed from 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> levels.
8. An on-site mockup will be constructed for final approval of materials and colors. The scale and design of the mockup will be reviewed by PZC, as well as final approval once constructed;
9. Prior to building permit, the following items will be addressed:
  - a. A snow shed management plan will be provided to Staff and approved by the Building Official;
  - b. Design details addressed in the October 19, 2016 letter from Eagle River Fire Protection.

**#AEC16005 | ALTERNATIVE EQUIVALENT COMPLIANCE DECISION:** Recommendation to Town Council for Approval. Unanimously approved with 6-0 vote.

**FINDINGS:**

1. Reduced building height, varying building materials, and articulation (vertical and horizontal) achieve the intent of the building stepping requirements to the same or better degree than strict compliance.
2. The design alternatives contained in the Major Development Plan application meet the intent of the subject design and development standards to the same or better degree than the subject standard; and
3. The AEC and proposed design imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of the Development Code.

**THESE FINDINGS OF FACT AND RECORD OF DECISION ARE HEREBY APPROVED:**

**BY:** \_\_\_\_\_  
Jim Clancy, Chairperson

**DATE:** \_\_\_\_\_



# STAFF REPORT

November 14, 2016 Planning and Zoning Commission Meeting




---

<b>Application Types:</b>	Major Development Plan ♦ Alternative Equivalent Compliance
<b>Property:</b>	Lot B, Avon Center at Beaver Creek Subdivision ♦ 140 W. Beaver Creek Blvd
<b>Applicant:</b>	Treadstone Development, LLC
<b>File No.:</b>	#MJR16007 ♦ #AEC16005
<b>Zoning:</b>	Town Center
<b>Prepared By:</b>	Matt Pielsticker, AICP

---

## Introduction

The Applicant, Treadstone Development, LLC, representing the owner, Chicago Title Insurance Company, of the site located at 140 West Beaver Creek Boulevard (the “Property”) has submitted a Major Development Plan (“Exhibit A”) and concurrent Alternative Equivalent Compliance (“Exhibit B”) request (collectively the “Application”). Additional design modifications have been incorporated into the Application since the November 1, 2016 Planning and Zoning Commission (“PZC”) meeting, and those changes (“Exhibit C”) include a written summary and revised building elevations.

The Major Development Plan is for the development of a one-hundred-forty-two (142) unit hotel project, four (4) condominiums, and supporting retail space on the Main Street Pedestrian Mall. The Application includes a recreation center facility for owners and guests, as well as a full level of underground parking. The Application materials include design plans, a written narrative for the Alternative Equivalent Compliance (“AEC”), and a parking study. Additional reports (i.e. drainage study) are on file with the Town but not included in this packet due to their technical nature.

The PZC will review the Application and conduct a public hearing on November 14, 2016. After reviewing the Application materials, Staff’s analysis, and public input, the PZC will forward a recommendation to the Town Council.

## Background

The Property was originally part of Lots 47-54, Block 2, Benchmark at Beaver Creek Subdivision and zoned Specially Planned Area (SPA). The properties included a number of “Commercial / Condominium / Apartment” unit allocations, and the Plat included a broad definition for permitted Commercial land uses; building heights up to eighty (80) feet were granted by right.

The properties were later re-platted as Lots A, B, and C in the general layout that exists today with: Lot A (now Lodge at Avon Center), Lot B, and Lot C (Sheraton Mountain Vista PUD). The project was originally envisioned as a phased project with Lot A being Phase I, Lot B as Phase II, and Lot C as Phase III. The Avon Center was constructed in 1981, with some parking deferred to future phases and constructed as the surface parking on Lot B. It was not until 1999 that Lot C was rezoned to PUD to advance the Sheraton Mountain Vista Development Plan. Construction of the first phase of that development began in 2001.

In 1998, the Avon Town Council approved a zone change for Lot B from the TC zone district to PUD. The PUD zone district was proposed for several reasons: increased building height, reduced setbacks, and a reduced number of parking spaces. The PUD Development Plan that was approved in 1999 by Ordinance 1999-3, and later ratified in 2000 by Ordinance 2000-20 included the following:

---

November 14, 2016 Planning and Zoning Commission Meeting – PUBLIC HEARING

Lot B Hotel: Major Development Plan, Alternative Equivalent Compliance

- 104 Accommodation Units
- 6 Employee Housing Units
- All Uses allowed in Town Center with addition of Timeshare Use
- 106' Building Height with ability to reach 111' with ancillary structures
- 17,500 sq. ft. Minimum Commercial Density
- 50,000 Maximum Commercial Density
- Modified Parking standards including 1 parking space/ per Accommodation Unit and 2.4 parking spaces / per 1,000 sq. ft. of Commercial
- Surface and garage parking requirements including 95 spaces for Lodge at Avon Center
- Off-Site Snow removal

The Development Plan expired and the vested property rights expired in 2008 when the Development Agreement expired after ten (10) years of no movement. And after several years of inactivity, Treadstone Development, LLC, proposed a rezoning from PUD to the Town Center (TC) zone district for the Property. The rezoning request was approved by Ordinance 2015-06 and is now subject to Title 7: Development Code, requirements.

### **Process**

The review process for the Application includes a noticed public hearing with PZC and recommendation to Town Council. Another public hearing is required with the Town Council before final action. Final action is required by Town Council since the Property is located in the "Town Core" area as defined by the Development Code.

Pursuant to AMC §7.16.020(b)(4), *Concurrent Review Permitted*, where multiple development applications cover the same property, the Director may permit concurrent review of the development applications for efficiency and practicality. The Major Development Plan and AEC application are being reviewed concurrently.

### **Major Development Plan**

All new development is subject to the standards and requirements outlined in AMC §7.28, *Development Standards*. The purpose of these standards is to establish the minimum requirements for the physical layout and design of all development including: access, parking, landscaping, screening, architectural, and other design standards. These provisions address the physical relationship between development and adjacent properties and public streets in order to implement the Avon Comprehensive Plan's vision for a more attractive, efficient, and livable community.

The Application was evaluated against the *General Development Standards* in AMC §7.28; the Project was found to be either in compliance with the standards or requiring an AEC application in one instance. Table 1: General Development Standard Compliance demonstrates general conformance with the *Standards*, with an AEC request submitted for off-site landscaping.

**Table 1: General Development Standard Compliance**

<b>Development Standards</b>	<b>AMC Section</b>	<b>Compliant</b>	<b>N/A</b>	<b>AEC</b>
<i>Parking &amp; Loading</i>	§7.28.020	X		
<i>Access Drive</i>	§7.28.030	X		
<i>Mobility &amp; Connectivity</i>	§7.28.040	X		
<i>Landscaping</i>	§7.28.050			X
<i>Screening</i>	§7.28.060	X		
<i>Retaining Walls</i>	§7.28.070	X		
<i>Fences</i>	§7.28.080	X		

### **Parking and Loading**

The Application is in conformance with the Parking and Loading provisions of the AMC, and all parking spaces required to serve the buildings are located on the Property. Per AMC Table 7.28-2: *Off-Street Parking*, the Application provides one (1) space per accommodation unit, four (4) spaces per 1,000 square feet of retail, ten (10) visitor parking spaces, and residential parking for the condominiums. The AMC allows the Director to apply a Mixed-Use reduction of fifteen percent (15%) to the total parking calculation. Additional parking is included for the Lodge at Avon Center per separate agreement.

A parking demand study was submitted (“Exhibit D”) in accordance with AMC 7.28.020(g)(4), based upon the unique parking agreements in place with the adjacent properties and the mix of uses presented. The parking study is attached (“Exhibit D”) and demonstrates a surplus of parking based upon review of code requirements, observed demand during winter months, and demand anticipated for the land use mix.

Loading to accommodate trash removal and deliveries is proposed within the shared access drive bordering Lot B and Lot C. Pursuant to AMC §7.28.090(m), *Off-Street Loading*, access must be designed “with appropriate means of vehicular access to a street or alley in a manner which will least interfere with traffic movement, as approved by the Town Engineer.” The Applicant has provided turning movements studies to the Town Engineer to satisfy this requirement, and all turning movements occur within the Property.

### **Access Drive**

The access drive onto West Beaver Creek Blvd is aligned with Sun Road as proposed in the West Beaver Creek Blvd. streetscape project. The access drive is located in a 39-FT wide reciprocal access easement that is located along the northwest property line which was dedicated as part of the previous approval of the Sheraton Mountain Vista. The driveway access is intended to eventually be shared with a future phase of the Sheraton Mountain Vista development. The developer is currently negotiating with the Sheraton Mountain Vista on the final alignment and grades for the access drive and parking garage ramp. The design of the connection to West Beaver Creek Blvd will be finalized as part of the final design of the West Beaver Creek Blvd streetscape project this winter.

Emergency access for fire district vehicles is accommodated with an emergency access point into the motor court area between the hotel and the Lodge at Avon Center. The Application is in compliance with all other access requirements, including but not limited to: minimum width, grading, and sight distance

triangle requirements. The Eagle River Fire Protection District has reviewed the plans and are in general acceptance, as documented in attached correspondence (“Exhibit E”).

### **Snow Storage**

The AMC requires that snow storage must be accommodated on-site, unless waived by the Town Engineer. The Application proposes to snowmelt most parking and loading areas, and therefore the Town Engineer has granted a waiver to the on-site snow storage requirements. There is some concern with the area on the west/north side of the building, near the ramp. The parking spaces and pedestrian path connection in that area are only partially covered by the building and could pose snow management and potential safety issues during big snow events. Staff requests a snow management plan to demonstrate that the area will be safe from snow shedding from the building, and that there are areas to store any excess snow that is not melted by the snowmelt system.

The project may connect to the Town’s heat recovery system that currently heats the recreation center pools to mitigate the snowmelt energy off-set fee. An analysis to determine if the existing heat recovery system has the capacity to meet the project’s heating demands in on-going and could be constructed in concert with the Town of Avon as the Town seeks excess capacity for the adjacent Town Hall.

### **Drainage**

Pre-development hydrology patterns are to be maintained in accordance with AMC §7.32.050, *Stormwater Drainage*. The project is in conformance with the Town’s drainage standards. The flood detention and stormwater quality treatment requirements will be met by an underground facility owned by the Town under the parking lot adjacent to the future Town Hall.

### **Bicycle Facilities**

Developments that contain twenty-five (25) or more parking spaces must provide bicycle parking facilities, with at least one (1) space for every ten (10) vehicle parking spaces. The Application proposes racks in the landscaped pedestrian access area facing the new town hall building. The garage also contains a bike rack, allowing for less visible and more covered options.

### **Mobility and Connectivity**

Bicycle and pedestrian path connectivity is included in the site design with a path connecting the Main Street Pedestrian Mall with Beaver Creek Boulevard on the north and south sides of the project. Ramps and stairs connect the retail spaces with the Main Street Pedestrian Mall, and the existing path adjacent to the Lodge at Avon Center would continue to be functional. Extensive improvements are proposed within the Main Street Pedestrian Mall to coincide with paver treatments surrounding the Wyndham project and elsewhere in the Town Center. The final design of Beaver Creek Boulevard is forthcoming and will need to be coordinated.

### **Landscaping**

The stated purpose of the landscaping standards in the Development Code is to ensure that the Landscape Plan:

- (1) *Integrates building sites with natural topography and existing vegetation,*
- (2) *Minimizes disturbed areas,*
- (3) *Respects the limitations and best uses of water resources,*

- (4) *Reduces the amount of reflected glare and heat absorbed in and around developments,*
- (5) *Breaks up large expanses of parking lots, and*
- (6) *Preserves residential neighborhoods by lessening the impacts of potentially incompatible uses.*

The minimum landscaped area required for the TC zone district is 20%, and according to the landscaping standards the maximum irrigated area is 20% of the landscaped area. In order to comply with the 20% minimum landscape area requirement, the Applicant submitted a concurrent AEC application to provide off-site landscaping areas. The "Landscape Areas" exhibit clearly shows the breakdown of the landscape areas to meet minimum requirements.

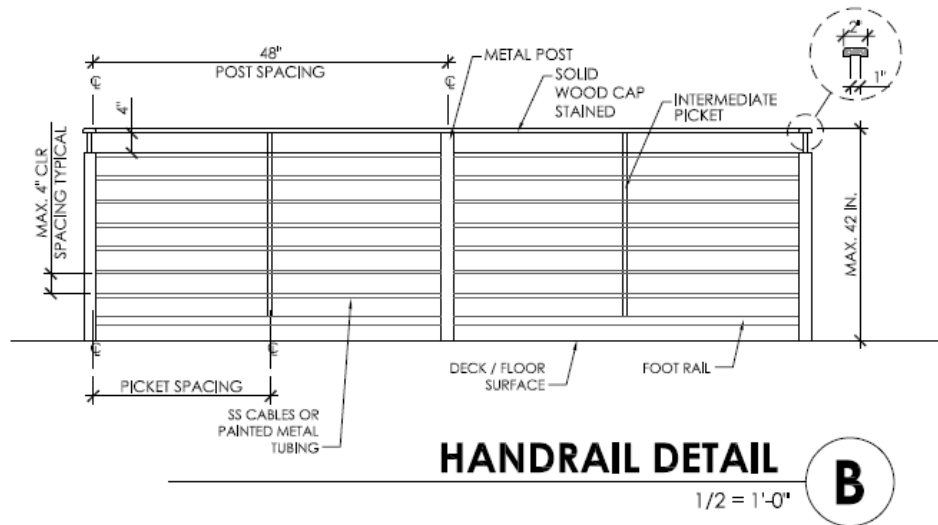
The irrigated area is 17.4% of the landscaped area and in conformance with the standards. In general, the Landscape Plan appears to respect the best uses of water resources, and helps to integrate the vertical building improvements with the existing adjacent landscaping and improvements in the area.

**Screening**

The loading and trash storage should have minimal impact upon adjacent properties as the ramp is below grade. At this stage in design development the screening of rooftop equipment is not clear. It must be demonstrated at building permit that rooftop mechanical equipment is adequately screened pursuant to the design standards. The roof forms should screen most or all of the equipment, however, this would be reviewed in more detail with detailed permit plans.

**Fences**

There is a fence surrounding the pool deck area. The design standards require the fence to be "architecturally compatible with the style, materials, and colors of the principal buildings on the same lot." The design of the fence will be compatible in design with the railings on the building. The railing detail is constructed with painted metal and wood caps. This railing design is also utilized for the elevated bridge element that connects the hotel to the recreation center stair tower.



**General Design Standards**

The design standards contained in §7.28.090, *Design Standards*, AMC, are the cornerstone of the Development Code. This Chapter deals with all architectural standards to determine compatibility with the Town’s overall appearance, and surrounding development. While the immediate area of the Property is dominated by stucco construction, a shifting theme is emerging with this project and others in the area, including the most recently completed Wyndham building. More stone has been introduced to the base of buildings, and additional materials such as hardi-board siding are more commonly found on newer construction.

The application was evaluated against the *Generally Applicable* Design Standards from §7.28.090(c), ADC; the Project was found to be in compliance with all of the *Generally Applicable* Design Standards, and are listed in Table 2 below:

Table 2: Design Standard Compliance

General Design Standards	AMC Section	Compliant	N/A	AEC
<i>Site Disturbance Envelope</i>	§7.28.090(c)(1)	X		
<i>Site Design</i>	§7.28.090(c)(2)	X		
<i>Building Materials/Colors</i>	§7.28.090(c)(3)	X		
<i>Roofs (general)</i>	§7.28.090(c)(4)	X		
<i>Weather Protection</i>	§7.28.090(c)(5)	X		

**Site Design**

The site design guidelines speak to complementing the existing topography and views of the site. The site disturbance envelope encompasses the entire property and therefore the existing topography will be modified for the entirety of the site. The building steps down from street to mall and matches existing topography. Additionally, the condominium/recreation building is siting to bring relief the large blank existing wall of the Lodge at Avon building.

**Building Materials and Colors**

The use of high quality, durable building materials is required. Additionally, “*Indigenous natural or earth tones, such as brown, tan, grey, green, blue or red, in muted flat colors with a Light Reflective Value (LRV) of sixty (60) or less are required.*” The material and color palette are in compliance with these design standards. It should be noted that the stone siding base, glass at emergency stairways, and two of the four stucco colors have been changed since the last presentation to PZC pursuant to comments received. Materials are of high quality, durable, and reflect the Town’s sub-alpine character.

**Roofs**

The roof form design has evolved several times since the original design concepts were presented in April. Additional changes have been made in response to comments received at the November 1, 2016 meeting. Please refer to Exhibit C to see the modifications. The Design Standards require roofline modulation and varied roof forms. Additionally, for buildings exceeding four (4) stories, the minimum overhang length shall

be thirty six (36) inches for primary roof forms. Roof forms shall have a pitch of not less than four-to-twelve (4:12). The roof design is in over-all compliance, proposing mostly 4:12 and 6:12 roof pitches, and up to 5' overhangs at balcony roof forms. The remainder of the roof design includes 6" cap details. The plan sheet titled "Roof Plan" is the best representative drawing of the roof form locations.

**Weather Protection**

Building entrances are protected, as are balconies and pedestrian walkways and sidewalks. A comprehensive snow management plan will be required to ensure that the pedestrian walkways and areas of the exposed parking are sufficiently protected. Snow fence details have been provided to Staff and are under review.

**Mixed-Use and Nonresidential Design Standards**

In addition to the generally applicable standards, this Application is subject to AMC §7.28.090(j), *Mixed-Use and Nonresidential Design Standards*. These standards include an extra layer of review, including some standards specific to Town Center (TC) zoned properties located in the "Town Core". The following chart includes each mixed-use standard, and outlines conformance, or non-conformance with each one:

The application was evaluated by Staff against the *Mixed-Use and Non-Residential Design Standards* from §7.28.090(j), AMC; the Project was either found to be in compliance with the standards, not applicable to the standards, or requiring the processing of a concurrent AEC application. Table 3 below indicates that the design either meets the Mixed-Use standards, includes AEC for particular standards, or the sections were found to be not applicable.

Table 3: Mixed-use and Non Residential Design Standard Compliance

<b>Standard</b>	<b>AMC Section</b>	<b>Compliant</b>	<b>N/A</b>	<b>AEC</b>
<i>Building Orientation</i>	§7.28.090(j)(3)(i)	X		
<i>Outparcels</i>	§7.28.090(j)(3)(ii)		X	
<i>Parking</i>	§7.28.090(j)(3)(iii)	X		
<i>Common Spaces</i>	§7.28.090(j)(3)(iv)	X		
<i>Building Layout &amp; Design</i>	§7.28.090(j)(4)(i)	X		
<i>Four-sided Design</i>	§7.28.090(j)(4)(ii)	X		
<i>Compatible Design</i>	§7.28.090(j)(4)(iii)	X		
<i>Mixed-Use</i>	§7.28.090(j)(4)(iv)	X		
<i>Scale and Massing</i>	§7.28.090(j)(4)(v)			X
<i>Development Transitions</i>	§7.28.090(j)(4)(vi)	X		
<i>Storefronts &amp; Pedestrian Entrances</i>	§7.28.090(j)(4)(vii)	X		
<i>Materials</i>	§7.28.090(j)(4)(viii)	X		
<i>Roofs</i>	§7.28.090(j)(4)(ix)	X		
<i>Windows</i>	§7.28.090(j)(4)(x)	X		
<i>Parking Structures</i>	§7.28.090(j)(5)		X	

### **Building Orientation**

The building's massing reinforces the street edge and is in general compliance with this subsection. The project has evolved to 'front' the Main Street Pedestrian Mall first and foremost; the design modifications to the north facade facing Beaver Creek Boulevard are reviewed favorably. PZC must determine whether or not the first floor treatments facing Beaver Creek Boulevard meet the design intent of this standard, which is to create "human-scaled" places that face toward streets.

### **Parking**

The majority of the parking is located underground, under the building, or is screened to the fullest extent possible if located on the surface between the Lodge at Avon Center and the proposed hotel structure. Additional landscaping has been added to the Main Street Pedestrian Mall to help screen parking areas.

### **Common Spaces**

This Application provides both indoor and outdoor common areas. While the owners lounge patio on The Main Street Pedestrian Mall is not open to the public, there are several areas that border the property that can be enjoyed by non-guests. The plan creates the long-planned terminus to Lettuce Shed Lane, which can be used for small events or as a pedestrian gathering area. The Main Street Pedestrian Mall frontage includes plaza space and multiple pedestrian connections.

A passageway on the east side of the property between the recreation center and Avon Center will be open to the public as a permanent easement between and across the property. This passageway will create a secondary access from the Main Street Pedestrian Mall to West Beaver Creek Boulevard, although the passage may be unintuitive to visitors due to diminished sight lines.

The west side of the property will also have a pedestrian corridor allowing flow between the Main Street Pedestrian Mall and Beaver Creek Boulevard. The connection is ADA accessible and will offer easy access to the new Town Hall and Seasons building as well.

### **Building Design**

The design standards encourage building design that is appropriate to the site and a "positive element in the architectural character of Avon. Without prescribing a specific architectural style or organization, buildings should provide a sense of proportion and visual balance." The overall building design is fitting for the site and its surroundings.

### **Four-sided Design**

In effect, this property has two "fronts": one on Beaver Creek Boulevard and one on Main Street Pedestrian Mall. Each side appears to be designed with equal care and quality. The Main Street Pedestrian Mall side contains the three micro-retail units and the main hotel entrance. The other building elevations have been refined to further distinguish the base, body, and top of the building and the same materials and treatments are used throughout. At the suggestion of PZC during the October 4, 2016 work session, the building supports have been modified and are now wrapped with stone veneer to match the rest of the building. The new entrance arch also provides an improved "front of house" feel to the Beaver Creek Boulevard vehicle entrance.



### **Compatible Design**

A clearly defined architectural theme has been established with the revised plans. In compliance with the design standards, a number of architectural features have been utilized to create compatible design, including but not limited to the following: consistent roof forms, outdoor balconies, vertical banding tower elements at stairwells, and horizontal banding and railings.

### **Mixed-Use Buildings in Town Core**

This subsection requires retail, personal service, or restaurant uses for portions of the building fronting Lettuce Shed Lane, Benchmark Road, and Main Street. The Main Street Pedestrian Mall includes micro-retail space to activate the mall area and therefore is in compliance with this standard.

### **Scale and Massing**

These standards seek to break up building mass to ensure a pedestrian-friendly scale at the ground level of new buildings. In all instances, buildings taller than two (2) stories or thirty feet (30') *“shall be designed to reduce apparent mass and visually anchor the building to the site by including a clearly identifiable base, body and top, with horizontal elements separating these components.”* This section requires a step back of eight (8) feet, between twelve feet (12') and forty-five feet (45'); the Application includes an AEC request from this particular standard. The AEC request and review criteria are included later in this report.

### **Development Transitions**

The relationship of the Hotel structure to existing adjacent structures is an important consideration given the infill nature of the project. As mentioned, the transition from the Lodge at Avon Center to the condominium building addresses the subsection which speaks to “graduating building height and mass in the form of building step-backs...so that new structures have a comparable scale with existing structures.” The Hotel building height is significantly less (approximately 30') than that of surrounding structures and this relationship must be evaluated in the context of these standards. Staff feels that the transition between the Lodge at Avon Center and the proposed recreation center effectively creates a more human scaled environment on the Main Street Mall.

### **Storefronts & Pedestrian Entrances**

The storefronts on the Main Street Pedestrian Mall are pedestrian-friendly and human-scale. The floor height of retail frontage now meets the minimum 12' height requirement.

Given that the main entrance to the building is located on the Main Street Mall side of the project and not fronting Beaver Creek Boulevard, the connection for pedestrians to the lobby entrance is essential for this project to meet these standards. Several design options were explored to satisfy pedestrian connectivity. The decision to move the pedestrian walkway was made in concert with changes to the vehicle entrance and results in a straight shot approach toward the back of the building.

According to 7.28.090(j) (4)(vii)(B), “when transparency is in conflict with internal functions of the building, other means shall be used to activate the street-facing facades, such as public art, architectural ornamentation or details or color patterns”. Architectural orientation and detail was added and the elevation was modified based upon previous PZC comments.

## Materials

Multiple high quality materials are proposed on each building elevation. There is a weighted hierarchy, with heavy stone materials at the base of the building and lighter materials (i.e. stucco siding) above. A color and material board will be available for review at the meeting. Staff recommends that an on-site mockup be a condition of approval if PZC is fundamentally in agreement with the material and color palette.

## Roofs

The roof design is proportional, and generally in compliance with the standards. The design standards discourage asphalt roofing, and also state that any metal roofing should be muted. As proposed, the design includes muted grey metal roofing for the sloped forms.

## Windows

All buildings on “Main Street, Lettuce Shed Lane, and Benchmark Road” are required to use large display type windows to activate the street experience. This design standard is adhered to with activated building frontage on the Main Street Pedestrian Mall for the portion of the building fronting the mall.

## Parking Structures

The areas of the first floor that front the public ways are wrapped with retail or other materials to add visual interest and screen parking. Surface parking areas are screened by landscaping and/or raised planters to the extent possible.

## Major Development Plan Review Criteria

Pursuant to AMC §7.16.080(f), *Review Criteria*, the PZC is charged with reviewing this Design and Development application against the following Development Plan and Design Review Criteria:

**(1) Evidence of substantial compliance with the purpose of the Development Code as specified in §7.04.030, Purposes;**

Staff Response: As documented in this report, this Application is found to be in compliance with the purpose statements from the Development Code. The purpose statement directly germane to this Application is §7.04.030(l), which reads “*Promote architectural design which is compatible, functional, practical and complimentary to Avon’s sub-alpine environment.*”

**(2) Evidence of substantial compliance with the §7.16.090, Design Review.**

Staff Response: The Major Development Plan provides compliance with the design review chapter. The proposed materials and colors are visually harmonious with the Town’s overall appearance, and that of the buildings in the immediate vicinity.

**(3) Consistency with the Avon Comprehensive Plan;**

Staff Response: The Avon Comprehensive Plan goals and policies related to the built environment and land uses align with the following Planning Principles from the West Town Center District:

- *Develop a mix of uses that provides a strong residential and lodging bed base supported by community and guest commercial uses.*
- *Establish public plazas and other gathering spaces for community interaction and social events.*

- *Use architectural detailing on ground level/first floor to enhance the pedestrian environment that includes a human scale, display windows, appropriate lighting, and other pedestrian amenities.*
- *Site buildings of various sizes along the street edge to maximize sun exposure, protect views, and break up building bulk.*

In addition to the West Town Center District planning principles, the Comprehensive Plan's Future Land Use Map ("FLUM") calls for a "mixed-use" designation. The Application is in alignment with the Comprehensive Plan definition of mixed-use as follows:

**Mixed Use**– The intent of the mixed-use designation is to create an area providing commercial retail and service uses with a supporting mix of office, residential, lodging, and entertainment uses in an urbanized, pedestrian-oriented environment. A high proportion of lodging and other residential uses should be achieved in order to create the needed critical mass of population and activity to energize the Town Center District. Building should be vertically mixed, with retail, restaurants, and other commercial services located on the lower levels in order to encourage a high level of interest and pedestrian activity. Building design, siting, and orientation, as well as shared parking facilities and public gathering spaces create an environment that is appealing and inviting for pedestrians and vehicles.

**(4) *Consistency with any previously approved and not revoked subdivision plat, planned development, or any other precedent plan or land use approval for the property as applicable;***

Staff Response: The previously approved PUD has expired, and the property remains subject to various easements and privately recorded covenants. The Application has been modified to further comply with the reciprocal access easement with Lot C. It is understood that a minor subdivision will likely be required prior to construction in order to address areas of Lot A that are encroached upon.

**(5) *Compliance with all applicable development and design standards set forth in this Code, including but not limited to the provisions in Chapter 7.20, Zone Districts and Official Zoning Map, Chapter 7.24, Use Regulations, and Chapter 7.28, Development Standards; and***

Staff Response: Compliance with the applicable development standards has been documented in the report, or otherwise addressed through the AEC application.

**(6) *That the development can be adequately served by city services including but not limited to roads, water, wastewater, fire protection, and emergency medical services.***

Staff Response: The development can be adequately served by city services. The Applicant has worked with the fire district to facilitate a successful fire protection plan, including a control panel at the corner of the building facing Beaver Creek Boulevard. Pursuant to comments provided by the fire district, minor additional details will need to be developed prior to final approval or permit.

**§7.16.090(f), Design Review**

- (1) ***The design relates the development to the character of the surrounding community; or, where redevelopment is anticipated, relates the development to the character of Avon as a whole;***

Staff Response: The Design of the building compliments neighboring existing development and are compatible with any surrounding redevelopment that could occur. Design queues are taken from other recent construction, including that on the Wyndham Resort, and updates to the Seasons building immediately to the south.

- (2) ***The design meets the development and design standards established in this Development Code; and***

Staff Response: The design is in general conformance with the development and design standards established in the Municipal Code; where literal conformance is not met, the Applicant has proposed an alternative design through the AEC process.

- (3) ***The design reflects the long-range goals and design criteria from the Avon Comprehensive Plan and other applicable, adopted plan documents.***

Staff Response: Avon's long range planning documents speak heavily to requiring mixed-use development in the Town Center. The Application is in conformance with a number of the overarching Goals and policies from the Avon Comprehensive Plan, including Built Form and Land Use recommendations (i.e. Policy B.1.5 – *Require that development within the Town Center is readily accessible to and integrated with existing retail areas and transit service routes for both pedestrians and vehicles*).

While the Application is not in strict conformance with some of the design criteria found in the West Town Center Investment Plan, Staff finds that the Major Development Plan's design and programming are supportable based on AMC §7.040.090(f); this section states that conformance with the criteria in the West Town Center Investment Plan is not required since strict compliance would be impractical given market conditions and the current needs of the community. Most notable is the Main Street Pedestrian Mall instead of a roadway. Due to the parking burdens that carry with the property from the Lodge at Avon Center, fronting the entire Main Street Pedestrian Mall with building or retail space is infeasible. From a historical perspective, development between parcels directed retail density to The Lodge at Avon Center, and directed parking density to Lot B.

**Alternative Equivalent Compliance**

Accompanying the Major Development Plan submittal is an AEC request from some of the design standards. This procedure allows development to meet the intent of the design-related provisions of this Chapter through an alternative design. It is not a general waiver or weakening of regulations; rather, this application procedure permits a site-specific plan that is equal to or better than the strict application of a design standard specified in this Development Code. AEC decisions are site specific and do not establish a precedent for approval of other requests.

The Application request AEC approval from the following standards:

- **Table 7.28-6, Minimum Landscaped Area and Maximum Irrigated Area by Zone District**

Zoning Districts	Minimum Landscaped Area (percent of Gross Lot Size)	Maximum Irrigated Area (percent of Landscaped Area)
NC, MC, TC, IC	20	20
RSF, RL, RM, RH	25	20
P, PF, OLD	0	N/A

- **§7.28.090(j)(4)(v)(D) Building Stepping**

*(D) Where primary building walls exceed three (3) stories or forty-five (45) feet in height, as measured from finished grade to the underside of the eaves, building form shall step back at least eight (8) feet in depth and shall generally occur between twelve (12) feet and forty-five (45) feet above the finished grade, depending on the height of the structure and the surrounding development context.*

According to AMC 7.16.120(d), *Review Criteria*, PZC shall use the following review criteria as the basis for a decision on an application for AEC:

- (1) The proposed alternative achieves the intent of the subject design or development standard to the same or better degree than the subject standard;**
- (2) The proposed alternative achieves the goals and policies of the Avon Comprehensive Plan to the same or better degree than the subject standard;**
- (3) The proposed alternative results in benefits to the community that are equivalent to or better than compliance with the subject standard; and**
- (4) The proposed alternative imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of this ordinance.**

Staff Response: The Application appears to achieve the overarching goals of the Comprehensive Plan which speaks to creating vibrant pedestrian friendly developments with attention to the human scale. Reduced building height, varying building materials, and articulation (vertical and horizontal) achieve the intent of the building stepping requirements to the same or better degree than strict compliance.

The building setback, required between twelve feet (12') and forty-five feet (45') is absent from the north, east, and south sides of the main hotel. The intent of the code is satisfied by differentiation in building color, material, shapes, and the addition of balconies to break up the appearance of massing and scale.

The landscaping requirements are proposed to be fulfilled by making off-site improvements to the Main Street Mall area, a small area adjacent to the New Town Hall, and areas along Beaver Creek Boulevard, totaling in 15,474 square feet of landscaping – best depicted on the colored

“Landscape Areas” exhibit near the end of the plan set. This would equate to 23% of the site area, and satisfy the intent of the Code.

#### Available Actions

1. Provide a Recommendation for **Approval** to Town Council, as submitted.
2. Provide a Recommendation for **Approval with conditions** to Town Council.
3. Provide a Recommendation for **Denial** to Town Council.
4. **Continue** the public hearing for the Application for a period not to exceed thirty-five (35) days, unless the Applicant consents to a longer time period.

#### Staff Recommendation

Staff recommends the following specific findings and recommended conditions of approval:

- A. **Major Design and Development Plan.** The PZC recommends that the Town Council **APPROVE** the **MAJOR DESIGN AND DEVELOPMENT PLAN** Application, with the findings and conditions set forth below:

#### Findings:

- (1) The Development Plan and Design review criteria in AMC §7.16.080(5), and §7.16.090(f) respectively, have been considered by PZC and the Application is found to be either in strict conformance with the criteria or otherwise fulfilled with an alternative design that meets the requirements of AEC approval;
- (2) The Application is in conformance with AMC §7.20, *Zone Districts and Official Zoning Map*, §7.24, *Use Regulations*, and §7.28, *Development Standards*;
- (3) The Lighting Plan and all proposed exterior lighting is in conformance with AMC §15.30, *Outdoor Lighting Standards*.
- (4) The Application implements the general land use goals and policies of the Avon Comprehensive Plan including the Land Use Map designations, and planning principles of the *Town Center West District*.
- (5) Pursuant to AMC §7.04.090(b), strict compliance with the Avon Comprehensive Plan, and sub-area plans, is not required due to the following:
  - a. The development application is consistent with the general goals and intent of the Avon Comprehensive Plan taking into consideration the unique circumstances of the property, market conditions, and the current needs of the community;
  - b. Strict compliance with some provisions of the Avon Comprehensive Plan, particularly the West Town Center Investment Plan, is not practical; and,
  - c. The procedures for amending the Avon Comprehensive Plan are not beneficial as applied to the development application for the purpose of promoting public involvement, community planning, or adopting or clarifying the precedence of this land use decision.

**Conditions:**

- (1) An on-site mockup will be constructed for final approval of materials and colors. The scale and design of the mockup will be reviewed by PZC, as well as final approval once constructed;
- (2) All potential exterior signage must be approved by the PZC with a Master Sign Program application submitted by the property owner;
- (3) Prior to review by the Avon Town Council, a Parking Management Plan will be submitted, with concurrence of neighboring properties.
- (4) Prior to building permit, the following items will be addressed:
  - a. A snow shed management plan will be provided to Staff and approved by the Building Official;
  - b. Design details addressed in the October 19, 2016 letter from Eagle River Fire Protection.

- B. Alternative Equivalent Compliance.** The PZC recommends that the Town Council **APPROVE** the concurrent **ALTERNATIVE EQUIVALENT COMPLIANCE** Application, with the findings and conditions set forth below:

**Findings:**

- (1) Reduced building height, varying building materials, and articulation (vertical and horizontal) achieve the intent of the building stepping requirements to the same or better degree than strict compliance.
- (2) The design alternatives contained in the Major Development Plan application meet the intent of the subject design and development standards to the same or better degree than the subject standard; and
- (3) The AEC and proposed design imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of the Development Code.

**Exhibits**

- A – Major Development Plans
- B – AEC Narratives
- C – Summary of Design Changes and Plans
- D – Parking Study w/ Addendum
- E – Design Related Correspondence

September 19, 2016

Matt Pielsticker  
Planning Manager  
Town of Avon Community Development Department  
PO Box 975  
Avon, CO 81620

Re: Submittal for an AEC for use of Tract G, Lot 4, and frontage on West Beaver Creek Blvd to meet requirement for a minimum of 20% on-site landscaped area (ADC Table 7-20-9)

Dear Matt:

Treadstone Development LLC is submitting this application for an Alternative Equivalent Compliance (AEC) to allow for the use of public land to meet the requirement for a minimum of 20% on-site landscaped area per ADC Table 7-20-9. Currently, the plan includes on-site landscaped area of 11,102sf of the total lot area of 66,925sf, equal to 16.6% of the lot area. This AEC application would propose to landscape an additional 4,372sf of adjacent property, including 3,230sf of Tract G (Pedestrian Mall), 739sf of Lot 4, and 403sf of frontage along West Beaver Creek Boulevard adjacent to Lot B. This additional landscaped area would increase the total landscaped area for the project to 21.7%.

## **BACKGROUND**

Lot B has been the subject of numerous development applications dating back to the early 1980's. This history included approved PUD's in 1998, 1999, and 2002. As part of these PUD approvals the lot owner, neighboring lot owners, and the Town of Avon executed/recorded numerous agreements affecting items such as shared parking facilities, access easements, and drainage requirements. Despite the fact that the PUD approvals have since expired, these legacy agreements have survived and, as such, impose limitations on development on Lot B. For example, by agreement with the Town of Avon, a portion of the parking required for development of The Avon Center on Lot A was transferred to Lot B. As a result, any development on Lot B must include parking that is in excess the quantity required by code for the project.

As a result of these encumbrances that have been recorded on Lot B, the lot area available for landscaping is limited. Rather than seek a variance for the landscaping area minimum, the applicant is seeking to utilize Town owned land to install additional landscaping and thereby meet the requirement of the code. The Avon Town Council reviewed the proposal to utilize public space to satisfy the landscaping requirement at its September 13, 2016 meeting. At that meeting the motion was made to allow Treadstone Development LLC to process a development application for a hotel project using portions of Town property to meet minimum landscaping requirements. The motion was approved unanimously.



...2

## REVIEW CRITERIA

Pursuant to ADC 7.16.12, the Town offers the following criteria as the basis for granting an AEC application:

- **The proposed alternative achieves the intent of the subject design or development standard to the same or better degree than the subject standard:** By utilizing the adjacent Town owned property, the project will be able to meet the requirement to provide a 20% minimum on-site landscaping coverage. In fact, the proposed landscaping coverage of 21.7% will actually exceed the minimum requirement. In addition, the project will also be able to provide strong integration between the building development and the landscaping of the adjacent pedestrian mall. This will enhance the vitality of the Main Street corridor as envisioned in the West Town Center Investment Plan.
- **The proposed alternative achieves the goals and policies of the Avon Comprehensive Plan to the same or better degree than the subject standard:** In the Avon Comprehensive Plan, the pedestrian mall right-of-way is identified as the heart of the West Town Center District. The integration of high density, multi-use development with pedestrian friendly spaces is critical to the realization of Town Center as a vibrant, active, user-friendly area. Meeting/exceeding the 20% landscaping requirement is essential to maintaining the intent of this plan. By utilizing the public spaces as envisioned in the application, the project will be able to fulfill this aspect of the Comprehensive Plan.
- **The proposed alternative results in benefits to the community that are equivalent to or better than compliance with the subject standard:** The utilization of the public property will allow the development to fulfill the requirements for Lot B as presented in the legacy agreements which encumber the lot while also meeting the landscaping requirement as set forth in the code for Town Center development. In addition, it will proactively ensure that the development project and the Main Street mall will be well integrated and provide an exciting/inviting pedestrian space.
- **The proposed alternative imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of this Title:** There will be no impacts on adjacent properties as a result of using the proposed Town owned property to satisfy the minimum landscaping requirement.

...3

Thank you for your time and consideration. We look forward to your approval of our application. Please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Less', written in a cursive style.

Gregory Less

President

Treadstone Development, LLC

September 19, 2016

Matt Pielsticker  
Planning Manager  
Town of Avon Community Development Department  
PO Box 975  
Avon, CO 81620

Re: Submittal for an AEC to utilize alternative architectural approaches to achieve the objectives of ADC 7.28.090(j)(4)(v)(D)

Dear Matt:

Treadstone Development LLC is submitting this application for an Alternative Equivalent Compliance (AEC) to allow for the use of alternative architectural elements to meet the requirement that states if the primary building walls exceed three (3) stories or forty-five (45) feet in height, as measured from finished grade to the underside of the eaves, then the building form shall step back at least eight (8) feet in depth (ADC 7.28.090(j)(4)(v)(D)). The objective for this requirement is to organize the form and mass of a building to provide human scale to adjacent streets, pedestrian walkways, plazas or other public spaces. The building mass is varied to create variety in the character of the adjacent streets and pedestrian places. The plan as presented includes step-backs on the pedestrian mall end of the building. The north-west, east, and south-east faces of the building do not include a step-backs; however, the plans meet the objective of reducing the apparent mass and scale of the building through three alternative approaches: 1) The plans incorporate the use of distinct changes in color, texture, and materials to break up the visual impact of the building height; 2) The building height is 69' which is significantly less than the Sheraton building to the north-west or the Avon Center to the south-east. This lesser height creates a transition in the neighborhood, which lessens the impact of the mass of the building; and 3) The building includes multiple changes in form such as the inclusion of balconies and alcoves which break up the impact of the height of the building. It is also noted that the proposed design is consistent with neighboring buildings such as the Avon Center and Sheraton in the use of alternative architectural elements to break-up their apparent mass and scale.

#### REVIEW CRITERIA

Pursuant to ADC 7.16.12, the Town offers the following criteria as the basis for granting an AEC application:

- **The proposed alternative achieves the intent of the subject design or development standard to the same or better degree than the subject standard:** As noted above, the objective of ADC 7.28.090(j)(4)(v)(D) is to reduce the apparent mass and scale of a building. The plans as presented include set-backs as a design element on the west end

of the building. On the other sides of the building, the design that has been proposed is able to achieve a reduction in apparent mass and scale through the use of alternative architectural features, such as:

- Pronounced recesses and projections
  - Distinct changes in texture and color of wall surfaces
  - Ground level arcades and galleries/balconies on higher floors
  - Protected and recessed entries
  - Vertical accents or focal points.
- **The proposed alternative achieves the goals and policies of the Avon Comprehensive Plan to the same or better degree than the subject standard:** The West Town Center Investment Plan encourages diversity through its stated objective to provide enough consistency in the materials, forms, and building elements to create a district, while allowing enough flexibility to encourage unique architectural designs and character. In the context of the existing buildings, the proposed development will offer unique and interesting architectural elements. At the same time, it will conform the design standards which require the building mass to be varied and to offer a human scale. The alternative design elements will perform the same function as the set-back would achieve.
  - **The proposed alternative results in benefits to the community that are equivalent to or better than compliance with the subject standard:** The Avon Comprehensive plan envisions that the West Town Center District will offer multi-use development that is well-integrated with a pedestrian friendly environment. The proposed development will offer retail spaces and hotel access directly from the pedestrian mall. The effect of this design will be to activate the Main Street area to a significant degree. The design of the hotel will offer additional activation with decks and balconies to bring together the pedestrian environment of Main Street with the guests staying in the units. The architectural elements that have been proposed will lessen the impact of the scale of the building while staying consistent with the surrounding neighborhood.
  - **The proposed alternative imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of this Title:** There will be no impacts on adjacent properties as a result of using alternative architectural elements to satisfy ADC 7.28.090(j)(4)(v)(D).

...3

Thank you for your time and consideration. We look forward to your approval of our application. Please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Less', with a stylized flourish at the end.

Gregory Less  
President  
Treadstone Development, LLC

**MEMORANDUM**

## PARKING MANAGEMENT PLAN



PAGE 1

DATE: November 30, 2016  
TO: Keith Hampton  
ORGANIZATION: SilverStar Rentals and Property Management  
ADDRESS: 624 Mountain Village Blvd.  
CITY/STATE: Mountain Village, CO 81435  
HARD COPY TO FOLLOW: No  
FROM: Dan Kupferman  
PROJECT NAME: Parking Management Plan  
PROJECT NUMBER: 23-7595.00  
SUBJECT: Parking Management Plan

---

**BACKGROUND INFORMATION**

The Avon Hotel project includes two levels of structured parking totaling 204 parking spaces. The structured parking will replace the surface lot currently known as Lot B. Furthermore, the structured parking will feed into the existing 100-space underground parking garage for the Lodge.

Walker Parking Consultants (Walker) conducted a parking needs study and determined that the proposed parking supply would be adequate. During our on-site observations we learned that the existing conditions had a surplus of approximately 100 spaces at peak demand, and that approximately 20 parking spaces were lost due to equipment, material or vehicle storage. We also observed a number of motorists parking and walking off-site and carrying skis.

Lots A and B are generally signed for 2-hour or permit parking only, with the threat of booting.

While the proposed parking supply will accommodate legitimate demand, it could be challenged to accommodate illegitimate use. A parking management plan is required in order to assure that the various owners, tenants and visitors of Avon Center are able to gain access to, and maintain the right to park on the property. This memo will outline the options and our recommendations for implementing a successful parking management plan.

# MEMORANDUM

## PARKING MANAGEMENT PLAN



PAGE 2

### MANAGEMENT PLAN

There are typically two distinct ways to manage parking: Gated and ungated. Lots A & B currently incorporate both. The lots are ungated, while the garages are gated. The most significant (and obvious) difference is that gated systems provide a physical barrier, and therefore, they experience a higher percentage of compliance, as cars would need to physically drive through a gate to trespass (and steel doors typically eliminate this option).

By contrast, ungated systems rely on the honor system and/or enforcement. Surprisingly, vigilant enforcement is required. Good and honest people who wouldn't steal from a store (or drive through a parking gate) are often willing to 'steal' parking at ungated parking venues. Sometimes it's inadvertent. People lose track of the time, or their plans change, resulting in parking longer than anticipated (or allowed). Other times it's intentional.

Walker understands that vehicles have been 'legitimately' booted on Lot B, resulting in poor public relations. This is a common occurrence in the parking industry. People resent getting booted or towed, even if they violated posted regulations. Nonetheless it makes for poor public relations.

In a gated scenario, rather than booting vehicles, a parking fee is used for compliance. Parking fees also ensure that funds are available to properly maintain the parking facility. "Free" parking lots are often under-maintained, creating unsightly and potentially unsafe driving and parking conditions.

Lodge owners, tenants and others authorized to park in the Lodge garage would use a credential access the gates, while retail, restaurant and other business visitors would take a ticket and receive a validation from the business they were visiting. Motorists who overstayed the validated timeframe, or did not receive a validation would pay the posted parking rates. This is typically preferable to booting or towing.

This philosophy is trending in the parking industry. Many public and private entities are considering replacing fine limits with incremental rate structures. It's also known as market-or demand-based pricing. So long as enough parking spaces turn over, it's considered a 'win-win'. People who want or need to park longer may choose to do so if they're willing to pay for the right, while most people will opt for free/validated parking and leave within the designated time period.

### THEORY OF OPERATION

Motorists enter Avon Center. Signage would advise retail/restaurant/business patrons to turn left into the 94-space upper parking level. Lodge and Hotel guests would be directed to continue 'down' the driveway to the lower parking level. Both levels would be controlled by entry/exit gates and entry/exit stations.

# MEMORANDUM

## PARKING MANAGEMENT PLAN



PAGE 3

### UPPER LEVEL: TRANSIENT PARKERS

Transient parkers are short-term, unknown parkers such as customers. Transient parkers would take a ticket to access the parking gate. Signage would be prominently displayed to advise of validated parking rates. All businesses within Avon Center would be equipped to validate customer parking (validations are explained below). Upon exiting, the transient parker inserts the validated ticket into an exit verifier to calculate the length of the parking stay. If the ticket was validated for the timeframe, the gate would open. If the motorist stayed longer than the validated timeframe, or the motorist did not receive a validation, a recording would advise that a fee is due. The motorist would insert a credit card into the exit station to pay the fee, or if the motorist needed to pay with cash, the motorist would park and walk to an automated pay station to pay with cash. The ticket would be validated and the motorist would drive to the exit and insert the validated ticket into the exit verifier to leave.

An intercom would be available at the entry and exit station, as well as the pay station, enabling motorists to communicate with (hotel) staff remotely. If a problem couldn't be resolved, hotel staff would be dispatched to assist the motorist, or, as a last resort, the gate could be raised remotely.

### VALIDATIONS

There are three standard options for validated parking in gated parking scenarios:

**OFFLINE VALIDATORS** are compact, portable ticket encoders that encode parking entry tickets with validation information. When the ticket is inserted at the exit verifier, the ticket is recognized as having been validated and a signal is sent to raise the gate. Each ticket is imprinted with the ID # of the offline validator for audit control and reconciliation.

**CHASER TICKETS** are separate, 'second' tickets that possess machine-readable validation information. The parker inserts the original parking ticket into the exit verifier, then the chaser ticket. The chaser ticket is recognized as having been validated and a signal is sent to raise the gate.

**WEB-BASED VALIDATION SYSTEMS** provide password protected accounts for each entity authorized to validate parking. The issuer logs-on to a password protected account, enters the ticket number, selects the validation type and authorizes the validation. Magnetic stripe tickets can also be slid through an encoder, and barcode tickets can be scanned, which is faster than entering a ticket number. Barcode validations can also be sent via the internet or smart phone.

All three validation types include system software that separates validation accounts so that each validation is uniquely assigned to a particular department or person authorized to provide validations. This allows the different types of validations to be tracked in terms of quantities redeemed and amounts discounted in order to hold people accountable for the validations



## MEMORANDUM

### PARKING MANAGEMENT PLAN



PAGE 4

they issue. It also provides for statistical analysis and audit control, and if desired, system software can create invoices for billing purposes and can also track payments.

Validations can be programmed for free parking or discounted parking rates, and can also include time limits.

A common problem that occurs in parking facilities is the abuse of validations. It is not uncommon for people to validate unauthorized tickets. Validation programs require oversight and auditing to prevent abuse.

#### LOWER LEVEL: LODGE GARAGE PARKERS

Lodge garage parkers include Lodge owners, renters, Avon Center employees or other persons authorized by the Lodge to park in the Lodge parking garage. The Lodge would be issued 110 parking credentials to manage/distribute to those authorized to park in the 100-space Lodge garage. The 10 'extra' credentials are to account for the fact that not every person will park in the garage at the same time. These credentials would be used to access the lower parking gate, as well as the Lodge garage. These credentials would not be programmed for the upper parking level, as the upper level is designated as retail/restaurant/business parking only.

All Lodge parkers would be directed to park in the Lodge garage, leaving the 'outer' portion of the lower parking level for hotel parking and other customers.

The Lodge would be authorized to validate parking in the event of a full garage or other 'exception' circumstances.

#### LODGE GARAGE CREDENTIALS

Proximity cards are the most common type of non-transient access credential. The motorist drives to the gate, rolls down the car window, and waves the proximity card within a few inches of the proximity reader. The reader confirms the validity of the card and if valid, sends a signal to open the gate.

An Automatic Vehicle Identification (AVI) system may be used in place of a proximity card system. A transponder 'tag' is issued in place of a proximity card and affixed to the windshield. This allows monthlies to enter and exit without needing to wave the card or even roll down the window.

The credential can be programmed to protect against misuse by insisting on an "in-out-in-out" pattern of use. The theory is that if a pattern of "in-in" or "out-out" was allowed, the user could be allowing other cars to enter or exit the facility. This programming feature is referred to as "anti-passback" and can be set as "hard" (the pass will not work if the pattern is broken) or "soft" (the card will work but an exception is noted in the software system).

# MEMORANDUM

## PARKING MANAGEMENT PLAN



PAGE 5

Other features include combining a number of pass cards into one group and limiting the number of cars that are allowed to be in the facility at any given time. This feature allows for compromises such as a lease restriction of ten parking spaces with twenty part-time employees who work various shifts. Each employee can be issued a pass card with the understanding that only ten of them will be allowed to be in the facility at any given time. Once ten cards are in "in" status, the system will not allow another card to access the entry gate until one of the ten cars exits.

### OTHER PARKING RESTRICTIONS

Walker understands that some businesses require shorter-term parking to ensure available parking in close proximity to their businesses. Shorter-term parking spaces can be signed; however, there would be no real enforcement mechanism. This is true industry-wide, and is an existing condition in Lots A & B. Fifteen-minute parking is signed for Alpine Bank (and Avon Center); however, it's really too small a timeframe to enforce without a constant presence. If there is an adequate parking supply, motorists will typically respect these restrictions. When they don't, it is typically up to the business owner to note the vehicle make and license plate and report the transgression. This typically occurs with repeat offenders.

8 December, 2016

Matt Pielsticker  
Planning Manager  
Town of Avon Community Development Department  
PO Box 975  
Avon, CO 81620

Re: Addendum to Parking Management Plan – Lot B, dated 11/30/16

As a condition of the recommendation issued by the Town of Avon Planning & Zoning Commission on 11/14/16 for the Lot B major development application, the applicant had submitted a parking management plan. This plan, dated 11/30/16, was prepared by Walker Parking Consultants following meetings with the owners of Lots 55, A, and Outlot 1 who are parties to parking agreements involving Lot B. This Parking Management Plan was submitted to owners of Lots 55, A, and Outlot 1 for their review. In addition, the plan was presented and discussed at the Town Council meeting on 12/5/16.

Subsequent to that meeting, the applicant has had additional discussions with the neighboring property owners to review their concerns and questions. As a result of those discussions, the Parking Plan is amended as follows:

1. Page 2, Theory of Operation: Motorists enter Avon Center. Signage will advise that motorists can park on either level. Both levels would be controlled by entry/exit gates and entry/exit stations.
2. Page 3, Transient Parkers: Transient parkers would not be restricted to either the upper or lower levels
3. Page 4, Lodge Garage Parkers: The Lodge at Avon HOA will provide direction regarding how many credentials are required for persons authorized to utilize the private garage under the Lodge at Avon. The Lodge at Avon will manage these credentials with the goal of maximizing the utility of their garage. The number of credentials issued does not in any way limit the use of the Lot B parking facilities per previous agreements.
4. Page 5, Monthly Parking Passes: In addition to the validation system and the access credentials provided to Lodge at Avon garage parkers, Lot B will also issue monthly parking access passes. These passes will be used by employees or other designees of Lots 55, A and Outlot 1. The purpose of the passes will be to provide convenient access to the Lot B facilities at no charge to employees and other designees of the parties. Passes will be issued based on the historical use of the Lot B parking area. For example, the owners of Lot 55 will be provided with 21 monthly passes at the time the Lot B parking facilities are completed. Lodge at Avon will provide a list of parking passes required based on their experience.
5. The technology being used on Lot B will allow for the collection of data regarding the use of the facility. This data will be used to optimize the number of passes required by the various parties

...2

over time. It is understood that the Lot B development plan includes sufficient parking to meet the needs of all parties in Avon Center per their historical use of the Lot B parking area. The parking management plan is introduced as way of ensuring the continued availability of parking for all parties after the Lot B development is completed. The parties have also discussed the idea of having monthly parking meetings to make adjustments to the plan based on experience once the facility is open. In any event, the parking management plan does not replace or supersede any of the existing agreements regarding parking on Lots 55, A, B, or Outlot 1.

Sincerely,



Keith Hampton  
Treadstone Development, LLC



PARKING NEEDS STUDY

**AVON CENTER, LOT B**

Prepared for:

Mr. Keith Hampton, Managing Member,  
Treadstone Development, LLC

MARCH 14, 2016; REVISED APRIL 25, 2016;  
REVISED AUGUST 6, 2016; REVISED  
SEPTEMBER 29, 2016

**FINAL REPORT**



**WALKER**  
PARKING CONSULTANTS

WALKER PROJECT # 23-7605.00

PARKING NEEDS STUDY

**AVON CENTER, LOT B**

Prepared for:

Mr. Keith Hampton, Managing Member,  
Treadstone Development, LLC

MARCH 14, 2016; REVISED APRIL 25, 2016;  
REVISED AUGUST 6, 2016; REVISED  
SEPTEMBER 29, 2016

**FINAL REPORT**



5350 South Roslyn Street, Suite 220  
Greenwood Village, CO 80111

Tel: 303.694.6622  
Fax: 303.694.6667  
www.walkerparking.com

April 25, 2016  
Mr. Keith Hampton, Managing Member  
Treadstone Development, LLC  
624 Mountain Village Boulevard  
Mountain Village, CO 81435  
Re: *Avon Center—Lot B Parking Needs Study*

Dear Mr. Hampton:

Walker Parking Consultants is pleased to submit this study regarding parking needs surrounding the development of Lot B in Avon, Colorado.

This document is intended to assist Treadstone Development LLC with decisions related to parking planning, including decisions regarding adding parking, parking requirements, shared uses, and employing existing physical assets efficiently. The information provided is for Treadstone's internal use only. It includes our findings and projections based on the data collection, analysis, industry standards, code research, and professional assumptions discussed herein.

We appreciate the opportunity to be of service to you on this important analysis. Please do not hesitate to contact us with any questions or comments.

Sincerely,  
WALKER PARKING CONSULTANTS

A handwritten signature in blue ink, appearing to read "David Jay Lieb".

David Jay Lieb,  
Parking Consultant, Project Manager

A handwritten signature in blue ink, appearing to read "Robert E. Stanley".

Robert E. Stanley, P.E., NSPE, LEED AP, BD+C  
Managing Principal, Vice President

Enclosure  
cc: John W. Dorsett, AICP, Walker Parking Consultants



**TABLE OF CONTENTS**

**Introduction** ..... 1

    Project Description ..... 2

    Project Approach ..... 3

**Summary Conclusions** ..... 5

**Definition of Terms** ..... 7

**Inventory/Occupancy** ..... 8

    Current Conditions – Inventory ..... 8

    Current Conditions – Occupancy ..... 10

        Peak Hour Demand ..... 18

        Permit Parking and Turnover ..... 19

    Future Conditions ..... 23

        Based On Observation ..... 23

        Based on Shared Parking Model ..... 23

        Based on Zoning ..... 24

**Conclusions**..... 26

    Aggregate Inventory ..... 26

    Current Code Requirements ..... 26

    Future Code Requirements ..... 27

    Actual Parking Demand ..... 28

    ADA Parking ..... 29

**Statement of Limiting Conditions**..... 31

**Appendix A – Town of Avon Excerpt from Municipal Code** ..... 32



**FINAL REPORT****AVON CENTER, LOT B PARKING NEEDS STUDY**

Page 1

Walker Project #23-7605.00

**INTRODUCTION**

On behalf of the owners, Chicago Title Insurance Company, Treadstone Development, LLC ("Treadstone") plans to develop a hotel on Lot B in Avon Center at Beaver Creek (see map). This parcel is currently a surface parking lot to the north of The Lodge at Avon Hotel (located on Lot A). Lot B is 1.71 acres and contains approximately 120 parking spaces.

Figure 1: Study Area and Sub-Area Boundaries



Source: Treadstone; graphic prepared by Walker Parking Consultants, over Google Maps base, 2016

The proposed hotel is planned to have 142 rooms, four condominiums, and a small retail space. It will be constructed using a podium-style design above structured parking. Based upon Treadstone's understanding of the local zoning code, the site will require approximately 142 parking spaces associated with the new hotel, plus an additional 19 spaces for visitors, condominium residents, and retail use. The actual demand for parking on the site may vary from the code requirement due to utilization patterns and prior shared-use agreements.

## FINAL REPORT

## AVON CENTER, LOT B PARKING NEEDS STUDY



Page 2

Walker Project #23-7605.00

## PROJECT DESCRIPTION

When Lot A was developed it was granted a variance that permitted the construction of less parking than code required, with the understanding that parking spaces in Lot B would be available for users of facilities located in Lot A. Accordingly, Treadstone's plans include the construction parking spaces in excess of their code requirements, in order to accommodate the needs of the adjacent Lot A.

Figure 2: Parking Lots in the Study Area



Source: Treadstone: graphic prepared by Walker Parking Consultants, over Google Maps base, 2016

The map above illustrates the approximate boundaries of the parking lots within the study area. The three parking areas in Lot A are associated with the Lodge at Avon Center. There is a row of surface parking along the northwestern face of the Lodge at Avon Center and a larger lot due east. There is also parking beneath the facility accessed from Lot B. The parking at Lot 55 is associated with the Alpine Bank building; a ramp leads down from Lot A to a small underground parking garage beneath the building, and one surface space to the north of the access ramp.

Treadstone engaged Walker to provide answers to four key questions:

1. What is the aggregate inventory of parking spaces in the study area (including all surface and underground parking in Lot A, Lot B, Lot 55, and Out-lot 1)?

**FINAL REPORT**

## AVON CENTER, LOT B PARKING NEEDS STUDY



Page 3

Walker Project #23-7605.00

2. Based on all existing land uses within the study area, how many parking spaces does the Town of Avon zoning code require?
3. Once Lot B is developed, what will the parking requirement be based upon the local zoning code? Provide a comparison of the current code to the 1988 code, under which (arguably) the current development may be governed.
4. What is the actual parking demand within the proposed study area?

**PROJECT APPROACH**

1. Meet with the client and conduct a site visit in Avon (combine with field observations in item #4, below). Conduct parking inventory.
2. Review Town of Avon zoning code requirements to determine the number of spaces required for existing and proposed uses.
3. Projection of parking space needs for Lot B:
  - a. Review Town of Avon code requirements to determine the number of spaces required for planned use of Lot B;
  - b. Prepare a shared-parking model for the site based on industry-supported ratios, along with local adjustments to account for non-driving transit usage, captive effects between uses, etc.;
  - c. Prepare a projection that reflects observations from the site visit and occupancy counts (below).
4. Conduct field observations within the designated study area over two days—one weekday and one weekend day—during a period of peak demand.
  - a. Study area to include above- and below-grade parking in Lot A (incorporating parking designated as "Out-lot 1"), above-grade parking in Lot B, and above- and below-grade parking in Lot 55.
  - b. Observe parkers' destinations (i.e., inside study area or outside) from 7:30 a.m. to 10:00 a.m., to include Lot B at a minimum and other lots with support from Treadstone.
  - c. Perform occupancy counts every hour from 10:00 a.m. to 8:00 p.m., identify number of vehicles by parking lot number/letter and posted regulations

**FINAL REPORT**

## AVON CENTER, LOT B PARKING NEEDS STUDY



Page 4

Walker Project #23-7605.00

- d. Perform an inventory of Avon Center residential dashboard permits and Alpine Bank dashboard permits by parking lot number/letter. Placard counts at 10:00 a.m., 1:00 p.m., and 6:00 p.m.
  - e. Continue observations of parking and on- or off-site destinations between counts throughout both days, as deemed necessary.
5. Provide a draft technical memorandum (in PDF format) outlining all findings and recommendations. Memorandum to include infographics along with supporting narrative.
  6. Obtain one set of consolidated comments from the client and planning team, and issue a revised final memorandum (in PDF format).

## SUMMARY CONCLUSIONS

Treadstone requested that Walker perform a study to answer the following four questions:

1. What is the aggregate inventory of parking spaces in the study area (including all surface and underground parking in Lot A, Lot B, Lot 55, and Out-lot 1)?
2. Based on all existing uses in the study area, how many parking spaces does current Town of Avon code require?
3. When Lot B is developed what will the parking requirement be, according to Town code? Compare current code to 1988 code, under which (arguably) the current development could be governed.
4. What is the actual parking demand in the study area?

Walker's study, findings, analysis, and conclusions suggest the following:

- The current inventory of the study area is 297 parking spaces;
- Based on existing uses, Town of Avon Code requires 257 parking spaces, but has allowances for mixed-use and available on-street parking that reduce this requirement to 218;
- The proposed 142-room hotel will be required to provide one parking space per room for customers and employees, and another ten spaces for guests. Walker has confirmed that this requirement of 152 parking spaces is consistent with industry standards, and is similar whether the 1988 or current zoning Code requirement is applied;
- The hotel will house three condominiums of greater than 2,500 square feet, which will be required to have two spaces per unit; one condominium of less than 2,500 square feet will be required to have one space. The total requirement for the four condominiums is seven spaces;
- There will also be 536 square feet of retail. This space is allowed a ten percent reduction for zoning purposes, to 482 square feet. At four spaces per 1,000 square feet, another two spaces would be required;
- Actual peak demand within the study area observed by Walker was 193 vehicles at 10:00 a.m. on Friday, February 26, 2016 (of these vehicles seven could be attributed to Alpine Bank overflow, about a dozen to individuals who parked on Lot B, but headed for off-site destinations, and approximately 20 parking spaces were lost to materials storage, equipment, or derelict vehicles);
- During this observation period, Walker noted a surplus of 104 parking spaces, even at times of the most intensive use (this surplus exceeds 140 spaces when Alpine Bank overflow, off-site users, and inventory lost to storage are accounted for);
- The number of parking spaces required by code for the entire study area, assuming the proposed development is completed, is 355 spaces. The planned development creates a net total of 376 parking spaces (a 21-space surplus); and,

**FINAL REPORT**

## AVON CENTER, LOT B PARKING NEEDS STUDY



- Projected peak demand is estimated to be 354 parking spaces (193 based on current observations, plus 161 related to the planned hotel/retail/condo). Walker's observations included as many as 40 spaces apparently occupied by stored and derelict vehicles, equipment, overflow parking, and vehicles parked by individuals with off-site destinations. Factoring in these variables, it is possible that future demand may be as low as 314 parking spaces at peak.

**FINAL REPORT**

## AVON CENTER, LOT B PARKING NEEDS STUDY

**DEFINITION OF TERMS (FOR REFERENCE)**

Several terms are used in this report which may have specific meanings when applied to parking planning, demand analysis, and/or parking management. For this report the following definitions are assumed:

- **ADA Parking:** Shorthand notation for “handicapped” or disabled parking stalls which are typically marked with blue striping and signage. Design standards for these spaces are set by the Americans with Disabilities Act Accessibility Guidelines (ADAAG), which were published to clarify the 1990 ADA legislation and were last updated in 2010.
- **Peak Hour Occupancy:** The overall peak conditions as observed during our parking demand surveys. In this case, the peak hour occurred at 10:00 a.m. on Friday, based on the survey data collected for this study.
- **Survey Day(s):** The days when parking occupancy data was collected. For this study, parking occupancy data was collected on Friday and Saturday, February 26<sup>th</sup> and 27<sup>th</sup>, 2016. Our survey included an initial count at 7:30 a.m., and hourly counts between 10:00 a.m. and 8:00 p.m., to show parking demand patterns on a typical weekday and weekend day.

**FINAL REPORT****AVON CENTER, LOT B PARKING NEEDS STUDY**

Page 8

Walker Project #23-7605.00

**INVENTORY/OCCUPANCY**

On February 25<sup>th</sup>-27<sup>th</sup>, 2016, Walker undertook parking inventory and occupancy counts of the study area in Avon, Colorado to assess supply and demand during peak hours. On Thursday, February 25<sup>th</sup> Walker verified the parking inventory by visiting each lot and counting the number of parking spaces. Lots were noted by user type (permit-required, 15-minute, two-hour, gated, ADA, etc.). Individual parking spaces were counted; in those locations without curb stops or pavement markings (absent or worn/faded), the number of spaces was estimated.

On Friday and Saturday, February 26<sup>th</sup> and 27<sup>th</sup>, Walker observed occupancy within the study area to gauge the level of parking demand. Twelve counts were performed per day: an initial count at 7:30 a.m., followed by hourly counts from 10:00 a.m. to 8:00 p.m. The days and times of the counts were selected based on Walker's and Treadstone's mutual understanding that the days of week, time of year, and times of day chosen represent peak demand conditions—i.e., typically busy days during high season.

**CURRENT CONDITIONS – INVENTORY**

On Thursday, February 25<sup>th</sup>, 2016, Walker took an inventory of the parking in the study area. The defined study area contains 297 parking stalls, which are allocated as follows:

- Lot A (aboveground) contains 55 spaces
- Lot A (underground) has 100 spaces
- Lot B accounts for 126 spaces
- Lot 55 (aboveground) is 1 space
- Lot 55 (underground) represents 15 spaces

Lot A is inclusive of the area also known as "Out-lot 1." The full inventory is showing in the table on the following page.

Alpine Bank parking spaces are considered in the inventory and occupancy counts per legacy agreements.



Figure 3: Study Area Parking Inventory

	INVENTORY		TOTAL INV.
Lot A (above ground)	26	15-minute	55
	28	2-hour	
	1	Unmarked	
Lot A (below ground)	98	Gated	100
	2	ADA	
Lot B	120	2h/permit	126
	6	ADA	
Lot 55 (below ground)	1	Near ramp (above ground)	16
	15	Gated	
<b>TOTAL</b>	<b>297</b>		<b>297</b>

Source: Walker Parking Consultants, 2015

The map of the study area appears below. The Lot A areas are indicated by green, Lot B by blue, and Lot 55 by brown. The hatched pattern represents underground parking.

Figure 4: Parking Lots in the Study Area



Source: Treadstone; graphic prepared by Walker Parking Consultants, over Google Maps base, 2016

**FINAL REPORT**

## AVON CENTER, LOT B PARKING NEEDS STUDY



Page 10

Walker Project #23-7605.00

**CURRENT CONDITIONS – OCCUPANCY**

On Friday and Saturday (February 26<sup>th</sup>-27<sup>th</sup>, 2016), Walker recorded the occupancies of all inventoried lots at 7:30 a.m. and hourly from 10:00 a.m. to 8:00 p.m., to measure the ebb and flow of demand throughout the day. As expected, the area was only beginning to fill at 7:30 a.m., peaking at 10:00 a.m. on Friday, and at 7:00 p.m. on Saturday. With little exception, the demand was fairly level throughout the day on both days that Walker observed, with approximately 60 percent occupancy in the study area on Friday, and approximately 51 percent occupancy on Saturday.

At 10:00 a.m., 1:00 p.m., and 6:00 p.m. on both days, dashboard placards and window decals were also counted. These placards and decals function as permits allowing all-day parking in surface lots in Lots A and B. Both lots are signed for 2-hour and permit parking only, with the exception of 26 15-minute parking spaces in Lot A (east of the Lodge at Avon Center building). Alpine Bank window decals are issued by the bank to its employees; residents and employees of the businesses in the Lodge at Avon Center are issued either dashboard placards or window decals. The full-day table of occupancies by lot (A, B, or 55), along with sub-designations (2-hour, 15-minute, ADA/handicapped, or unmarked), and the number of placards and decals each day, are as follows:

**FINAL REPORT**  
**AVON CENTER, LOT B PARKING NEEDS STUDY**



Figure 5: Full Occupancy Data, Friday, February 26, 2016

INVENTORY		OCCUPANCY												Avg.		
		7:30 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM			
Lot A* (above ground)	26	15-minute	2	9	9	6	13	8	14	15	14	11	7	6	10	
	28	2-hour	11	22	18	21	19	22	21	17	17	18	19	22	19	
	1	Unmarked	0	0	0	0	0	0	0	1	1	0	0	0	0	
Lot A* (below ground)	98	Gated	59	63	63	62	61	60	56	57	68	59	56	57	60	
	2	ADA	1	1	0	1	1	1	1	1	1	1	1	1	1	
Lot B**	120	2h/permit***	55	85	82	83	87	90	82	78	76	74	86	74	79	
	6	ADA	0	0	0	1	0	0	0	0	0	0	0	1	0	
Lot 55 (below ground)	1	Near ramp (above ground)	1	1	1	1	1	1	0	0	1	0	0	0	1	
	15	Gated****	?	12	11	11	9	8	9	9	7	5	4	4	8	
<b>TOTAL</b>			<b>297</b>	<b>129</b>	<b>193</b>	<b>184</b>	<b>186</b>	<b>191</b>	<b>190</b>	<b>183</b>	<b>178</b>	<b>185</b>	<b>168</b>	<b>173</b>	<b>165</b>	<b>178</b>
<b>Percentage</b>				<b>43%</b>	<b>65%</b>	<b>62%</b>	<b>63%</b>	<b>64%</b>	<b>64%</b>	<b>62%</b>	<b>60%</b>	<b>62%</b>	<b>57%</b>	<b>58%</b>	<b>56%</b>	<b>60%</b>

Avon Center Decals/Placards (A)			9				6						5			7
Alpine Bank Decals (A)			5				4						1			3
<b>Subtotal Lot A</b>			<b>14</b>				<b>10</b>						<b>6</b>			<b>10</b>
Avon Center Decals/Placards (B)			40				36						30			35
Alpine Bank Decals (B)			5				7						0			4
<b>Subtotal Lot B</b>			<b>45</b>				<b>43</b>						<b>30</b>			<b>39</b>
<b>Subtotal Avon Center</b>			<b>49</b>				<b>42</b>						<b>35</b>			<b>42</b>
<b>Subtotal Alpine Bank</b>			<b>10</b>				<b>11</b>						<b>1</b>			<b>7</b>
<b>TOTAL</b>			<b>59</b>				<b>53</b>						<b>36</b>			<b>49</b>

\*Lot A includes out-lot 1  
 \*\* Lot B estimated, no lot markings, some spaces not available due to snow  
 \*\*\* Includes 5 spaces occupied by a backhoe and two trailers  
 \*\*\*\* One space used for storage; others reserved for bank or bank tenant employees

Source: Walker Parking Consultants, 2016

**FINAL REPORT**  
**AVON CENTER, LOT B PARKING NEEDS STUDY**



Figure 6: Full Occupancy Data, Saturday, February 27, 2016

INVENTORY		OCCUPANCY												Avg.	
		7:30 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM		
Lot A* (above ground)	26	15-minute	0	4	4	6	3	3	4	5	7	7	9	6	5
	28	2-hour	3	14	17	13	14	13	11	8	13	16	22	16	13
	1	Unmarked	0	0	0	0	0	0	0	0	0	0	0	0	0
Lot A* (below ground)	98	Gated	68	64	66	64	65	65	62	62	60	58	61	60	63
	2	ADA	2	2	1	2	2	2	2	0	0	0	0	1	1
Lot B**	120	2h/permit***	51	61	70	66	64	67	62	60	62	70	78	74	65
	6	ADA	1	0	1	0	0	0	0	0	0	1	1	1	0
Lot 55 (below ground)	1	Near ramp (above)	0	0	0	0	0	0	0	0	0	0	0	0	0
	15	Gated****	2	4	4	4	2	2	2	2	2	2	2	2	3
<b>TOTAL</b>		<b>297</b>	<b>127</b>	<b>149</b>	<b>163</b>	<b>155</b>	<b>150</b>	<b>152</b>	<b>143</b>	<b>137</b>	<b>144</b>	<b>154</b>	<b>173</b>	<b>160</b>	<b>151</b>
<b>Percentage</b>			<b>43%</b>	<b>50%</b>	<b>55%</b>	<b>52%</b>	<b>51%</b>	<b>51%</b>	<b>48%</b>	<b>46%</b>	<b>48%</b>	<b>52%</b>	<b>58%</b>	<b>54%</b>	<b>51%</b>

Avon Center Decals/Placards (A)			4				5						3		4
Alpine Bank Decals (A)			0				0						0		0
<b>Subtotal Lot A</b>			<b>4</b>				<b>5</b>						<b>3</b>		<b>4</b>
Avon Center Decals/Placards (B)			32				34						32		33
Alpine Bank Decals (B)			0				0						0		0
<b>Subtotal Lot B</b>			<b>32</b>				<b>34</b>						<b>32</b>		<b>33</b>
<b>Subtotal Avon Center</b>			<b>36</b>				<b>39</b>						<b>35</b>		<b>37</b>
<b>Subtotal Alpine Bank</b>			<b>0</b>				<b>0</b>						<b>0</b>		<b>0</b>
<b>TOTAL</b>			<b>36</b>				<b>39</b>						<b>35</b>		<b>37</b>

\*Lot A includes out-lot 1  
 \*\* Lot B estimated, no lot markings, some spaces not available due to snow  
 \*\*\* Includes 5 spaces occupied by a backhoe and two trailers  
 \*\*\*\* One space used for storage; others reserved for bank or bank tenant employees

Source: Walker Parking Consultants, 2016

**FINAL REPORT**

**AVON CENTER, LOT B PARKING NEEDS STUDY**



To give a sense of the intensity of use, we've combined the various uses in each lot and employed heat maps to illustrate the two survey days. The heaviest occupancies show as red, the lightest as green, with a continuum between:

**Figure 7: Parking Occupancy Heat Map, Friday, February 26, 2016**

		OCCUPANCY												
Parking Facility		7:30 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	Avg.
Lot A	Surface	24%	56%	49%	49%	58%	55%	64%	60%	58%	53%	47%	51%	52%
Lot A	Garage	60%	64%	63%	63%	62%	61%	57%	58%	69%	60%	57%	58%	61%
Lot B	Surface	44%	67%	65%	67%	69%	71%	65%	62%	60%	59%	68%	60%	63%
Lot 55	Combined	6%	81%	75%	75%	63%	56%	56%	56%	50%	31%	25%	25%	54%

Source: Walker Parking Consultants, 2016

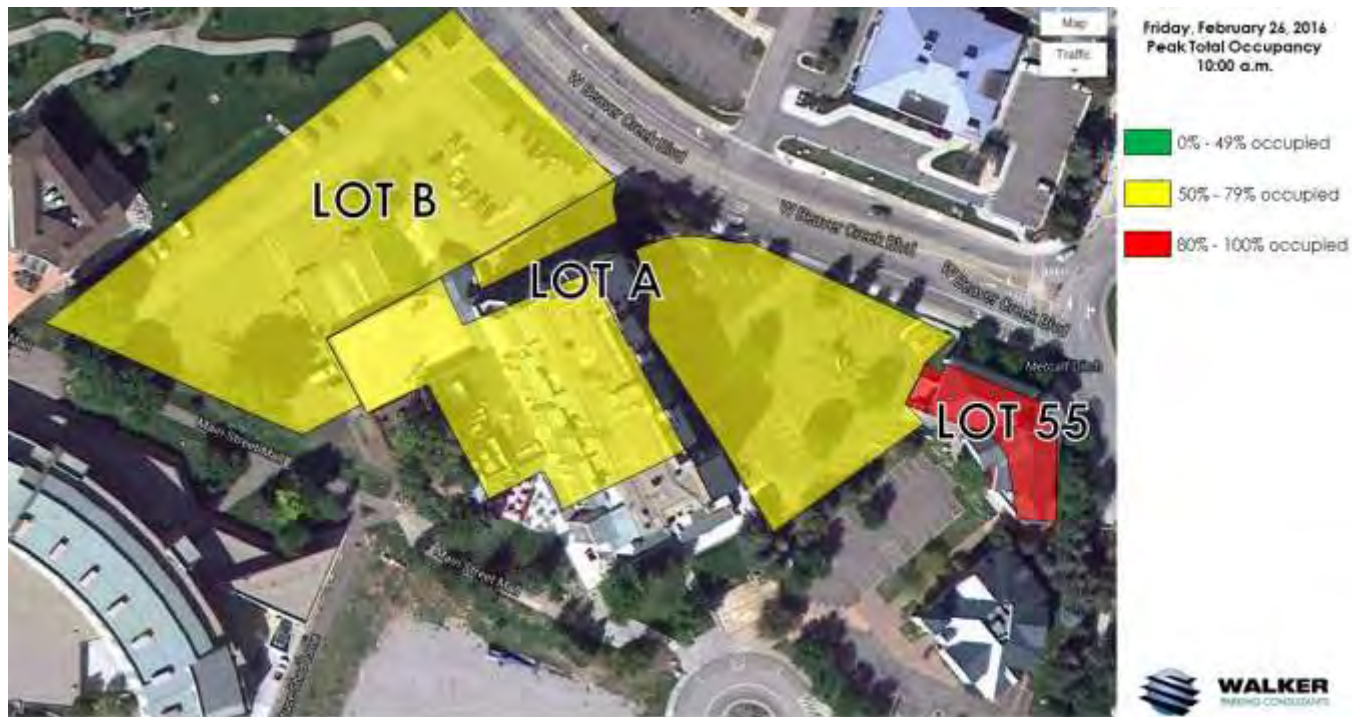
**Figure 8: Parking Occupancy Heat Map, Saturday, February 27, 2016**

		OCCUPANCY												
Parking Facility		7:30 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	Avg.
Lot A	Surface	5%	33%	38%	35%	31%	29%	27%	24%	36%	42%	56%	40%	33%
Lot A	Garage	70%	66%	67%	66%	67%	67%	64%	62%	60%	58%	61%	61%	64%
Lot B	Surface	41%	48%	56%	52%	51%	53%	49%	48%	49%	56%	63%	60%	52%
Lot 55	Combined	13%	25%	25%	25%	13%	13%	13%	13%	13%	13%	13%	13%	16%

Source: Walker Parking Consultants, 2016

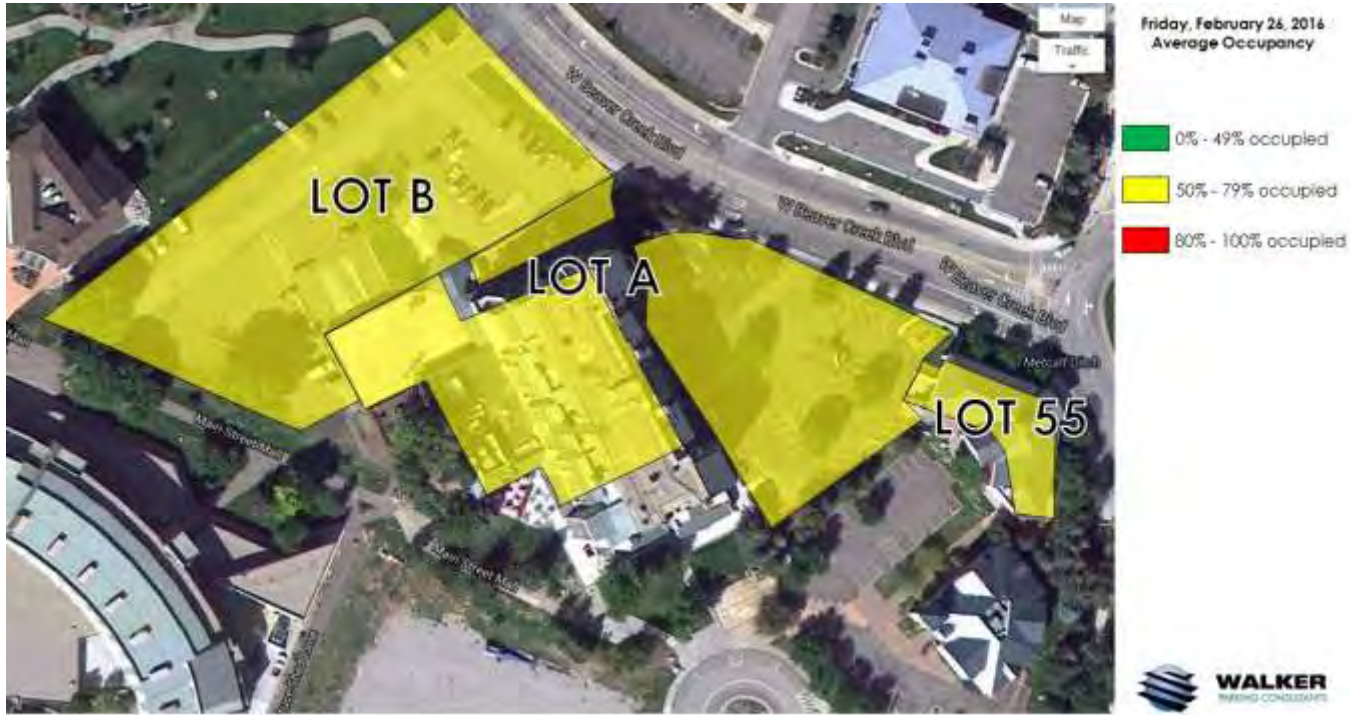
We can translate these occupancies onto maps of the study area. Because the occupancies were relatively level throughout the day, we present the peak and average occupancies for each day (rather than one for each hour of each day), as follows:

Figure 9: Parking Peak Occupancy, Friday, February 26, 2016



Source: Walker Parking Consultants, 2016

Figure 10: Parking Average Occupancy, Friday, February 26, 2016



Source: Walker Parking Consultants, 2016

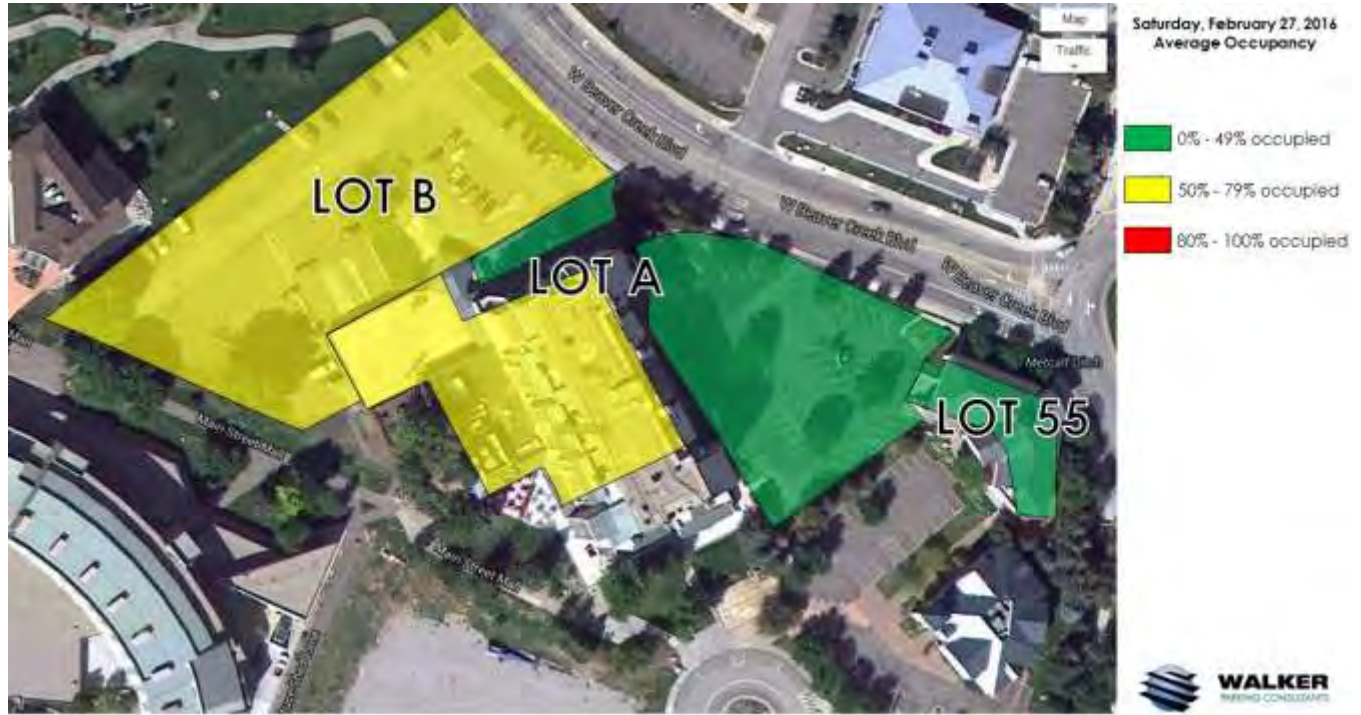
Figure 11: Parking Peak Occupancy, Saturday, February 27, 2016



Source: Walker Parking Consultants, 2016



Figure 12: Parking Average Occupancy, Saturday, February 26, 2016



Source: Walker Parking Consultants, 2016

Viewed through the lens of availability, the table below illustrates parking vacancies throughout the course of the day:

Figure 13: Parking Vacancies

Day	AVAILABILITY IN STUDY AREA												Avg.
	7:30 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	
Friday	168	104	113	111	106	107	114	119	112	129	124	132	119
Saturday	170	148	134	142	147	145	154	160	153	143	124	137	146

Source: Walker Parking Consultants, 2016

Currently, even at peak demand on a weekday, Walker observed a minimum of 104 total spaces available in the study area.



*PEAK HOUR DEMAND*

During Walker's observations, peak demand in the study area occurred at 10:00 a.m. on Friday, with 193 vehicles parked in the study area. At this hour there were 104 parking spaces available. During the study days, there were an average of 119 spaces available on Friday and 146 spaces available on Saturday.

By taking the inventory numbers and subtracting the observed occupancies, we can calculate the parking adequacy (remaining capacity) or deficit (shortage) of parking in each space type and in each parking facility.

At the peak-use observed, the system had 104 parking spaces available. Of these spaces 39 were within gated facilities, so in order for the system to avail itself of this capacity, usage patterns would need to be redistributed, or policies would need to change. However, in all, during the period observed, the study area has 35 percent of its parking spaces available.

Figure 14: Capacity by Lot and Time

		CAPACITY - Friday, February 26, 2016											
	Inventory	7:30 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM
Lot A (above ground)	55	42	24	28	28	23	25	20	22	23	26	29	27
Lot A (below ground)	100	40	36	37	37	38	39	43	42	31	40	43	42
Lot B	126	71	41	44	42	39	36	44	48	50	52	40	51
Lot 55	16	15	3	4	4	6	7	7	7	8	11	12	12
<b>TOTAL</b>	<b>297</b>	<b>168</b>	<b>104</b>	<b>113</b>	<b>111</b>	<b>106</b>	<b>107</b>	<b>114</b>	<b>119</b>	<b>112</b>	<b>129</b>	<b>124</b>	<b>132</b>
Percent Available		57%	35%	38%	37%	36%	36%	38%	40%	38%	43%	42%	44%

		CAPACITY - Saturday, February 27, 2016											
	Inventory	7:30 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM
Lot A (above ground)	55	52	37	34	36	38	39	40	42	35	32	24	33
Lot A (below ground)	100	30	34	33	34	33	33	36	38	40	42	39	39
Lot B	126	74	65	55	60	62	59	64	66	64	55	47	51
Lot 55	16	14	12	12	12	14	14	14	14	14	14	14	14
<b>TOTAL</b>	<b>297</b>	<b>170</b>	<b>148</b>	<b>134</b>	<b>142</b>	<b>147</b>	<b>145</b>	<b>154</b>	<b>160</b>	<b>153</b>	<b>143</b>	<b>124</b>	<b>137</b>
Percent Available		57%	50%	45%	48%	49%	49%	52%	54%	52%	48%	42%	46%

Source: Walker Parking Consultants, 2016

## FINAL REPORT

## AVON CENTER, LOT B PARKING NEEDS STUDY



### PERMIT PARKING AND TURNOVER

Lot A (above-grade) and Lot B are signed for permit and short-term parking only. Lot A (below-grade) is permit- and gate-controlled. Lot 55 is gate controlled with marked reserved spaces in the underground garage; Lot 55 also contains one surface space, which is not marked or designated in any way. Because of the double credentialing (permit and gate) in the gated areas, only the permits/placards/decals in surface areas were noted; the gated areas are assumed to be 100 percent occupied by permitted parkers.

As part of the study, Walker observed and counted permit parkers periodically throughout Friday and Saturday. Counts of permits—in the form of dashboard placards or window decals—were conducted at 10:00 a.m., 1:00 p.m., and 6:00 p.m. on both days, with the following results:

Figure 15: Friday, February 26, 2016 – Permit Use

Lot A (surface)	PERMITS		
	10:00 AM	1:00 PM	6:00 PM
Inventory	55	55	55
Occupancy	31	32	29
Avon Ctr. Permit	9	6	5
Alpine Bank Permit	5	4	1
PERCENT PERMITTED VEHICLES	45%	31%	21%
PERCENT OF SPACES IN LOT	25%	18%	11%

Lot B	PERMITS		
	10:00 AM	1:00 PM	6:00 PM
Inventory	126	126	126
Occupancy	85	87	74
Avon Ctr. Permit	40	36	30
Alpine Bank Permit	5	7	0
PERCENT PERMITTED VEHICLES	53%	49%	41%
PERCENT OF SPACES IN LOT	36%	34%	24%

TOTAL Lots A (surface) and B	TOTAL PERMITS		
	10:00 AM	1:00 PM	6:00 PM
Inventory	181	181	181
Occupancy	116	119	103
Avon Ctr. Permit	49	42	35
Alpine Bank Permit	10	11	1
PERCENT PERMITTED VEHICLES	51%	45%	35%
PERCENT OF SPACES IN LOT	33%	29%	20%

Figure 16: Saturday, February 27, 2016 – Permit Use

Lot A (surface)	PERMITS		
	10:00 AM	1:00 PM	6:00 PM
Inventory	55	55	55
Occupancy	18	17	23
Avon Ctr. Permit	4	5	3
Alpine Bank Permit	0	0	0
PERCENT PERMITTED VEHICLES	22%	29%	13%
PERCENT OF SPACES IN LOT	7%	9%	5%

Lot B	PERMITS		
	10:00 AM	1:00 PM	6:00 PM
Inventory	126	126	126
Occupancy	61	64	71
Avon Ctr. Permit	32	34	32
Alpine Bank Permit	0	0	0
PERCENT PERMITTED VEHICLES	52%	53%	45%
PERCENT OF SPACES IN LOT	25%	27%	25%

TOTAL Lots A (surface) and B	TOTAL PERMITS		
	10:00 AM	1:00 PM	6:00 PM
Inventory	181	181	181
Occupancy	79	81	94
Avon Ctr. Permit	36	39	35
Alpine Bank Permit	0	0	0
PERCENT PERMITTED VEHICLES	46%	48%	37%
PERCENT OF SPACES IN LOT	20%	22%	19%

Source: Walker Parking Consultants, 2016

### Friday Permit Use

Throughout business hours on Friday, about half of the vehicles parked in the areas being observed had either Lodge at Avon Center or Alpine Bank credentials. Because these lots were not full at any time, permits represented a third or fewer, of the total parked cars. The number of permits dropped off significantly after the bank and other retail and services began to close for the day. By 6:00 p.m., a little over a third of the parked vehicles had permits, representing about 20 percent of the parking occupancy in these two lots.

Of the permits displayed, the vast majority were associated with the Lodge at Avon Center versus Alpine Bank (49 of 59 at 10:00 a.m., 42 of 53 at 1:00 p.m., and 35 of 36 by 6:00 p.m.). While there were a maximum of 49 Lodge at Avon Center permits at 10:00 a.m., Alpine Bank

**FINAL REPORT****AVON CENTER, LOT B PARKING NEEDS STUDY**

Page 21

Walker Project #23-7605.00

experienced a maximum of only 11 at 1:00 p.m.—including their parking spaces in Lot 55, their total maximum presence (as evidenced by permit- and gate-controlled parking) was 23 vehicles at 10:00 a.m., on Friday (or excess of seven vehicles versus the Lot 55 inventory).

**Saturday Permit Use**

As one would reasonably imagine, demand patterns are different on a Saturday than on a weekday, as some service businesses (including Alpine Bank) are closed.

Throughout the whole day on Saturday, less than half of the vehicles parked in the areas being observed had parking credentials—none of these were Alpine Bank; all permits were associated with the Lodge at Avon Center. Because these lots were not full at any time, these permits represented only about 20 percent of all parked cars. The number of permits remained stable all day as the light to moderate use of the observed lots varied due to transient users. The number of permits was 36 at 10:00 a.m., 39 at 1:00 p.m., and 35 at 6:00 p.m., on Saturday.

**Other Impacts on Inventory****PERMIT HOLDERS**

Based upon current signage, the holders of permits for the Lodge at Avon Center may park in Lot A and Lot B. There are also a portion that park in underground Lot A. While transient parkers can park in the surface Lots A and B, they do not have access to the underground parking. Based upon observed occupancies, underground Lot A could accommodate many of the Lodge at Avon Center permit holders that are parking aboveground, freeing up more space for the transient 15-minute and 2-hour parkers.

**STORAGE**

In addition to parking permits, capacity in these parking areas can be impacted by rarely-used or derelict vehicles, and by equipment storage. Lot B experiences most of this diminution of available parking—a backhoe occupies three spaces, two trailers occupy parking stalls, a few pick-up trucks and SUVs appear to have been left in the lot, untouched for weeks (snow piled around them, flat tires, covered for storage, etc.), and one large box truck seems to have fallen into disuse. All of these unused or lesser used pieces of equipment are found either on the ramp to underground Lot A, or in the surface spaces due west of the ramp. The upper portion of the lot, closest to West Beaver Creek Boulevard, experiences more frequent turnover, even among the vehicles with parking credentials.

The underground Lot A parking also contains several vehicles that have vehicle covers, are coated in dust, or otherwise appear unused. One space closest to the entrance is used for materials storage, and at least four spaces in the lot are lost to ice dams in two locations that are the result of significant leaks from above. There is also a trailer, and a commercial van



(perhaps building-owned) that are a consistent presence. Similarly, underground lot 55 contained one space occupied by stored materials, and two cars that didn't move on either Friday or Saturday, including during times at which the Alpine Bank building may be presumed to have been empty.

In all, over twenty spaces in the study area (or nearly ten percent) appear to be to be lost to long-term vehicle storage, material and equipment storage, and infrastructure damage.

**OFF-SITE USERS**

As part of the study, Walker observed the behaviors of Lot B parkers between 7:30 a.m. and 10:00 a.m. on both Friday and Saturday, February 26 and 27. Specifically, when a car pulled in and parked, its occupants were monitored to see if their destinations were within, or outside of, the study boundaries. The observations were as follows:

**Figure 17: On- and Off-Site Users**

Friday, February 26, 2016			Saturday, February 27, 2016		
	Lot B Parkers' Destinations			Lot B Parkers' Destinations	
	On-site	Off-site		On-site	Off-site
7:30 - 7:59 AM	8	2	7:30 - 7:59 AM	7	2
8:00 - 8:59 AM	24	7	8:00 - 8:59 AM	7	5
9:00 - 9:59 AM	26	4	9:00 - 9:59 AM	12	5
<b>TOTAL</b>	<b>58</b>	<b>13</b>	<b>TOTAL</b>	<b>26</b>	<b>12</b>
	82%	18%		68%	32%

Source: Walker Parking Consultants, 2016

This morning sampling of behaviors appears indicative of daily patterns; Walker and Treadstone mutually agreed that this sampling was adequate, as opposed to attempting to monitor each parker through the whole day. The observed pattern was that on a weekday over 80 percent of parkers remained in the study area (residents, employees, and customers). The few that left the site appeared to be employers or contractors walking in the direction of Seasons, Wyndham, and the Westin; three or four of the "off-site" users were individuals (often carrying ski equipment) dropped off at their cars, which had been stored there overnight. Anecdotally, most of those who walked off-site appeared to be parked throughout the day (individual vehicles were not specifically monitored). The 13 off-site users entering lot B on Friday, February 26, 2016, yielded a total of ten vehicles parked between 7:30 a.m. and 9:59 a.m. The remaining three vehicles were immediately removed by people who were dropped off to pick up their cars.

**FINAL REPORT**

## AVON CENTER, LOT B PARKING NEEDS STUDY



Page 23

Walker Project #23-7605.00

On Saturday, February 27, 2016, observations were conducted during the same period. A total of 12 vehicles (or about a third) were off-site users, between 7:30 a.m. and 9:59 a.m. This contributed ten cars—as with the previous day, two cars dropped off individuals whose cars had been parked overnight. Of these ten cars, three contained skiers, who took their equipment off-site with them, and four appeared to be employees going to work in the direction of Seasons, Wyndham, and the Westin; among the remaining three vehicles parked, the destinations of the occupants were unclear, but was certainly outside the study area.

In all, given this small sample, off-site users appeared to account for about a dozen vehicles parked in the study area on each day.

### **FUTURE CONDITIONS**

Projecting the need for parking as development occurs on Lot B is part art and part science. In order to make its best projections, Walker has used actual observations during a period of peak demand, and has used nationally-recognized standards to assess what the expectations of parking demand will (based upon the proposed uses within the study area). In addition, Walker has researched Town of Avon Code, to assess what the Town is likely to expect based upon its ordinances.

#### **BASED ON OBSERVATION**

As noted in the previous section, Walker conducted observations of parking use in the study area throughout Friday and Saturday, February 26 and 27, 2016. During this observation period, Walker noted an effective surplus of 104 parking spaces, even at times of the most intensive use. Among overflow from Alpine Bank, derelict vehicles, materials and equipment storage, and off-site users of lot B, approximately 40 more spaces could be made available.

Next, Walker applied a shared parking model, which was co-developed by the Urban Land Institute and Walker Parking Consultants. This formula-based approach is nationally respected and considered the state of the art in anticipating parking demand in mixed- and shared-use applications.

#### **BASED ON SHARED PARKING MODEL**

Walker built a shared parking model for a 142-room hotel on the site of Lot B; the model predicts a peak demand of 142 parking spaces for guests and employees, plus the need for 11 parking

**FINAL REPORT**

## AVON CENTER, LOT B PARKING NEEDS STUDY



spaces for visitors, seven spaces for condominiums, and an additional two spaces supporting 536 square feet of retail space (482 square feet, allowing for a ten percent reduction, per code)—a total of 162 parking spaces. As described in the section below, zoning would require a maximum of ten spaces for visitors.

### BASED ON ZONING

As interpreted by Walker, Town of Avon Code (see Appendix A), currently requires the study area to have 257 parking spaces for the existing uses. The study area contains 297 spaces. According to Code, parking requirements are reduced by 15 percent (or 39 spaces) for mixed use; and are eligible for a further reduction of one space per on-street parking space adjacent to the front boundary of the site—a credit of an additional six spaces; however, at the Town's request the on-street credit is not considered in this analysis. The shared parking reduction reduces the mandated number of spaces to 218, giving the site a current surplus of 79 spaces.

Again, as interpreted by Walker, the Code would require a new hotel to provide one parking space per room to accommodate hotel, plus ten spaces to accommodate the visitors of hotel guests, seven spaces for condominiums, and two spaces to support retail space. In the case of the current plans, this is likely to yield a requirement of 161 parking spaces.

Treadstone intends to displace the 126 spaces in Lot B with the new construction and add a parking facility containing 205 parking spaces.

With the addition of the hotel, the study area would be subject to a code-based requirement for 418 parking spaces, again tempered by a 15 percent mixed-use reduction. The resulting requirement would be 355 spaces. The current inventory is 297 spaces, the expected loss is 126, and the planned addition of parking is at least 205 spaces. This yields 376 parking stalls, a surplus of 21 spaces based upon code.

Although the hotel project was originally conceived in 1988, Walker applied current code, having found no evidence that there was difference between historical and current codes.

In tabular form, the preceding analysis appears as follows:



**FINAL REPORT**  
**AVON CENTER, LOT B PARKING NEEDS STUDY**



**Figure 18: Code-Based Parking Requirements**

CURRENT USE: Lodge at Avon Center - Commercial					
Unit #	Area (sq. ft.)	Use	Sq. ft. by use	Spaces required	
107	5,597	Municipal Office	5,037	22	
109	407	Office			
110	321	Office			
121	1,901	Office			
200	2,783	Office			
208	1,381	Office			
216	485	Office			
219	625	Office			
222	1,871	Office			
228	728	Office			
230	1,191	Office			
234	1,182	Office			
236	1,671	Office	13,091	39	
204	1,501	Medical/dental			
210	272	Medical/dental			
214	270	Medical/dental			
218	662	Medical/dental			
220	557	Medical/dental			
224	1,555	Medical/dental			
232	1,124	Medical/dental	5,347	21	
125	3,289	Restaurant			
127	1,251	Restaurant			
129	4,201	Restaurant	7,867	79	
113	1,523	Commercial			
114	4,071	Commercial	5,035	20	
<b>Subtotal</b>	<b>40,419</b>		<b>36,377</b>	<b>182</b>	
CURRENT USE: Lodge at Avon Center Condominiums					
	Units	<2,500 sq ft	> 2,500 sq ft		
3BR	43	41	2	45	
4BR	7	4	3	10	
5BR	2	0	2	4	
<b>Subtotal</b>	<b>52</b>			<b>59</b>	
CURRENT USE: Bank					
	Area (sq. ft.)				
Bank	4000	Bank	3,600	14	
	1500	1st fl. Tenants	1,350	4	
Office	5500	2nd fl. Tenants	4,950	15	
<b>de facto Town variance</b>				<b>(17)</b>	
<b>Subtotal</b>	<b>11000</b>			<b>16</b>	
PLANNED USE: Hotel					
142 rooms		1 per room		142	
Condominiums under 2,500 sf			1	1	
Condominiums over 2,500 sf			3	6	
Guest parking		see code	max. 10	10	
Retail		4 per 1000 sq ft (10% reduction)	482	2	
<b>TOTAL RE/Subtotal</b>				<b>161</b>	
				<b>418</b>	
Reductions					
Mixed use reduction (15%)		15%		<b>(63)</b>	
On-street parking reduction (1 for 1)		6		0	
<b>Requirement</b>				<b>355</b>	
Current Inventory				297	
Potential loss to construction				<b>(126)</b>	
Proposed new parking facility				205	
<b>Plan</b>				<b>376</b>	
<b>Surplus/(Deficit)</b>		(plan minus requirement)		<b>21</b>	

Source: Walker Parking Consultants, 2016

## FINAL REPORT

## AVON CENTER, LOT B PARKING NEEDS STUDY



## CONCLUSIONS

This study began with four major questions posed by Treadstone; this section summarizes Walker's conclusions addressing those points.

### AGGREGATE INVENTORY

#### 1. What is the aggregate inventory of parking spaces in the study area (including all surface and underground parking in Lot A, Lot B, Lot 55, and Out-lot 1)?

The total parking inventory is approximately 297 spaces. Because much of Lot B does not have striped spaces, the capacity has been estimated.

Figure 19: Study Area Parking Inventory

	INVENTORY		TOTAL INV.
Lot A (above ground)	26	15-minute	55
	28	2-hour	
	1	Unmarked	
Lot A (below ground)	98	Gated	100
	2	ADA	
Lot B	120	2h/permit	126
	6	ADA	
Lot 51 (below ground)	1	Near ramp (above ground)	16
	15	Gated	
<b>TOTAL</b>	<b>297</b>		<b>297</b>

Source: Walker Parking Consultants, 2015

### CURRENT CODE REQUIREMENTS

#### 2. Based on all existing uses in the study area, how many parking spaces does current Town of Avon code require?

If the current Town of Avon Code is applied to the study area, the total requirement is 257 spaces (square-foot calculations have been based upon 90 percent of the gross square footage, based upon Code, and restaurants have been assumed to have 60 percent of their space devoted to seating area). With reductions for shared-use (15 percent), the requirement could potentially be lowered to 218 spaces, possibly leaving the study area (which has an inventory of 297 spaces) with a surplus of 79 parking spaces versus code. This information is presented in tabular form as follows:



Figure 20: Study Area Parking Inventory

CURRENT USE: Lodge at Avon Center - Commercial				
Use	Adj. Sq. Ft.	Code	Requirement	
Municipal Office	5,037	4 spaces/ksf	22	
Admin/Professional Office	13,091	3 spaces/ksf	39	
Medical/Dental Office	5,347	4 spaces/ksf	21	
Restaurant	7,867	1 space/60 sf seating	79	
Commercial (retail)	5,035	4 spaces/ksf	20	
<b>Subtotal</b>	<b>36,377</b>		<b>182</b>	
CURRENT USE: Lodge at Avon Center Condominiums				
Use	Units	Code	Requirement	
≥3BR (less 2,500sf)	45	1 per unit	45	
≥3BR (2,500sf or greater)	7	2 per unit	14	
<b>Subtotal</b>	<b>52</b>		<b>59</b>	
CURRENT USE: Alpine Bank Building				
Use	Square Feet	Code	Requirement	
Commercial (bank)	3,600	4 spaces/ksf	14	
Office	6,300	2nd fl. Tenants	19	
<i>de facto Town variance</i>			<i>(17)</i>	
<b>Subtotal</b>	<b>9,900</b>		<b>16</b>	
<b>SUBTOTAL REQUIRED</b>			<b>257</b>	
<b>Reductions</b>				
Mixed use reduction (15%)		15%	<i>(39)</i>	
On-street parking reduction (1 for 1)		6	0	
<b>TOTAL REQUIRED</b>			<b>218</b>	
<b>CURRENT INVENTORY</b>			<b>297</b>	
<b>Surplus/(Deficit)</b>	Inventory minus required		<b>79</b>	

Source: Walker Parking Consultants, 2015

FUTURE CODE REQUIREMENTS

3. When Lot B is developed what will the parking requirement be, according to Town code?

Walker reviewed the current code and found the parking provisions to be unchanged when compared to 1988 code (the year in which the current development was initially conceived). For each hotel accommodation unit (under 600 square feet), code requires one parking space—yielding a requirement of 142 spaces to meet the needs of customers and employees of a 142-room hotel. Code further requires additional “guest” spaces, to a maximum of ten per building; the proposed project reaches the threshold for this maximum requirement (see excerpt from Code, in Appendix A). The retail component of 536 square feet (adjusted down ten percent to 482 square feet, per code) will have a requirement of four spaces per 1,000 square feet. Using a nationally-accepted model for projecting parking demand, Walker independently

## FINAL REPORT

## AVON CENTER, LOT B PARKING NEEDS STUDY



Page 28

Walker Project #23-7605.00

came up with a projected need for 142 parking spaces plus 11 for guests—this helps validate the Code requirement as a reasonable number.

When the proposed development is added among the current uses, the tabulated surplus/deficit appears as follows:

Figure 21: Projected Code Requirement

<b>CURRENT USES: Lodge at Avon Center and Alpine Bank Building</b>	
Calculated requirement	257
<b>PROPOSED USE (142-room hotel)</b>	
Customers/employees	142
Guests	10
Condos	7
Retail	2
<b>TOTAL REQUIREMENT</b>	<b>418</b>
<b>Reductions</b>	
Mixed use reduction (15%)	(63)
On-street parking reduction (1 for 1)	0
	<b>355</b>
Current Inventory	297
Potential loss to construction	(126)
Proposed new parking facility	205
<b>Plan</b>	<b>376</b>
<b>Surplus/(Deficit)</b>	<b>21</b>

Source: Walker Parking Consultants, 2015

## ACTUAL PARKING DEMAND

### 4. What is the actual parking demand in the study area?

Walker observed a peak parking demand of 193 vehicles, at 10:00 a.m. on Friday, February 26, 2016. This suggests a current surplus of 104 parking spaces—a number that could be approximately 40 spaces higher, if people who park in the study area but have destinations outside the study area no longer have access, if vehicles that are stored or neglected in the lots within the study area are relocated elsewhere, and if Alpine Bank doesn't overflow into Lots A and B.

As an exercise and illustration, Walker has overlaid today's current demand with a theoretical maximum demand related to the proposed development. The proposed parking supply is 376 spaces. The observed peak was 193 vehicles; the future hotel could have a demand of 161 vehicles (at one per room plus ten guests, plus seven for condos, plus two for retail). This yields a potential peak demand for 354 parking spaces (with an adjustment of as many as 40 vehicles



to account for stored, derelict, overflow, and off-site uses), which makes the planned supply adequate. In table form, this appears as follows:

**Figure 22: Observed Current Demand Plus Projected Parking Supply and Demand**

<b>Proposed parking supply</b>	<b>376</b>
Current peak demand	193
Hotel at full demand	<u>161</u>
<b>Projected peak demand</b>	<b>354</b>
Potential adjustment*	(40)
<b>Surplus/(Deficit)</b>	<b>62</b>

\* storage and derelict vehicles, parkers going off-site, etc.

Source: Walker Parking Consultants, 2015

**ADA PARKING**

Incorporated within the count of spaces above is an inventory of eight ADA parking stalls, for individuals with disabilities. This number of accessible spaces is in compliance with the Americans with Disability Act accessibility guidelines. The requirements thereof are as follows:

**Figure 23: ADA Parking Requirements**

Total Number of Parking Spaces in Facility	Minimum Number of Accessible Space Required
1 - 25	1
26 - 50	2
51 - 75	3
76 - 100	4
101 - 150	5
151 - 200	6
201 - 300	7
301 - 400	8
401 - 500	9
501 - 1000	2% of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000

Source: Walker Parking Consultants, 2016

The study area has 297 total parking stalls. According to these guidelines, the study area would be required to have seven ADA spaces. With eight spaces, the study area exceeds the legal minimum. This calculation uses an interpretation of ADA regulations which suggest that the whole parking inventory may be taken in aggregate. This may be appropriate, because existing agreements make the parking within the entire study area open to multiple parcels. Although

**FINAL REPORT**

## AVON CENTER, LOT B PARKING NEEDS STUDY



Page 30

Walker Project #23-7605.00

there are four or five distinct parking areas (depending upon which ones are counted as unique), it may be interpreted that not each parking area is required to have ADA spaces. Instead, the accessible spaces may be allowed to be concentrated into particular areas.

According to the Americans with Disabilities Act (ADA):

*Where separate parking facilities serve the same building or entrance, accessible spaces may be grouped together, as long as the number of spaces provided is determined according to each of the separate parking facilities.*

If parking is developed as planned, with a net resulting parking inventory of 376 parking stalls, the required number of ADA spaces would be eight, equivalent to the current number. Spaces should be placed so as to be convenient to the accessible entries and paths of travel for all facilities within the study area. This assumes that the study area continues to be served by parking which is managed and offered as a shared resource among all properties and owners.

**FINAL REPORT**

## AVON CENTER, LOT B PARKING NEEDS STUDY

**STATEMENT OF LIMITING CONDITIONS**

1. This report is to be used in whole and not in part.
2. Walker's report and recommendations are based on certain assumptions pertaining to the future performance of the local economy and other factors typically related to individual user characteristics that are either outside Walker's control or that of the client. To the best of Walker's ability we analyzed available information that was incorporated in projecting future performance of the proposed subject site.
3. Sketches, photographs, maps and other exhibits are included to assist the reader in visualizing the property. It is assumed that the use of the land and improvements is within the boundaries of the property described, and that there is no encroachment or trespass unless noted.
4. All information, estimates, and opinions obtained from parties not employed by Walker Parking Consultants/Engineers, Inc. are assumed to be true and correct. We assume no liability resulting from misinformation.
5. Unless noted, we assume there are no encroachments, zoning, violations, or building violations encumbering the subject property.
6. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless specified otherwise.
7. None of this material may be reproduced in any form without our written permission, and the report cannot be disseminated to the public through advertising, public relations, news, sales, or other media.
8. We take no responsibility for any events or circumstances that take place subsequent to the date of our field inspections.
9. This report was prepared by Walker Parking Consultants; all opinions, recommendations, and conclusions expressed during the course of this assignment are rendered by the staff of Walker Parking Consultants as employees, rather than as individuals.
10. The conclusions and recommendations presented were reached based on Walker's analysis of the information obtained from the client and our own sources. Information furnished by others, upon which portions of this study may be based, is believed to be reliable; however, it has not been verified in all cases. No warranty is given to the accuracy of such information; moreover, any significant differences between these assumptions and actual performance may impact the financial projections for the subject parking operation.



**APPENDIX A:**

**Town of Avon Excerpt from Municipal Code**





- (i) Handicapped accessible parking;
  - (ii) Vanpool and carpool parking;
  - (iii) On-street parking adjacent to the lot or lots on which the parking located; and
  - (iv) Structured parking, underground parking and parking within, above or beneath the building it serves.
- (3) Exceptions. Exceptions up to ten percent (10%) over the maximum parking requirement may be allowed by the Director.
- (4) Additional Landscaping Required. Parking that is provided in excess of the one hundred twenty-five percent (125%) of maximum parking requirement shall be required to increase the internal landscaping requirements pursuant to Subsection 7.28.050(f), Parking Lot Landscaping.
- (e) Off-Street Parking.
- (1) Off-Street Parking. Unless otherwise expressly stated in this Section, off-street parking spaces shall be provided in accordance with Table 7.28-2, Off-Street Parking:

**Table 7.28-2**  
**Off-Street Parking**

<i>Use Category</i>	<i>Use Type</i>	<i>Parking Requirement</i>
<b>Residential Uses</b>		
Residential and Accommodation Uses	Dwelling, Single-Family, Duplex	2 per unit; 3 per unit for units over 2,500 sq. ft.
	Dwelling, Multi-Family	Studio/ Lockoff/ Accommodation unit - 1 per unit 1 bedroom/ DU over 2,500 sq. ft. - 2 per unit
	Guest Parking for Multi-Family	3-5 units - 2 spaces 5-10 units - 3 spaces 11-15 units - 4 spaces 16-20 units - 5 spaces 21-25 units - 6 spaces Over 25 units - 7 spaces plus 1 space for each 5 units in excess of 25 up to a maximum of 10 additional spaces.



	Group Homes	1 per bed plus 1 per 100 sq. ft. of GFA
	Retirement home, nursing home or assisted living facility	1 per 4 beds and 1 per employee with consideration to the number of shifts worked.
<b>Public and Institutional Uses</b>		
Community Services	Art gallery or museum	4 per 1,000 sq. ft. GFA
	Community centers	4 per 1,000 sq. ft. GFA
	Government services, offices and facilities	4 per 1,000 sq. ft. GFA
	Library	4 per 1,000 sq. ft. GFA
	Religious assembly	4 per 1,000 sq. ft. GFA
Day Care	Child care center	2 per 1,000 sq. ft. GFA
	Preschool, nursery school	2 per 1,000 sq. ft. GFA
Educational Facilities	College or university (non-exempt)	4 per 1,000 sq. ft. GFA
	School, K-12 (public and private)	4 per 1,000 sq. ft. GFA
	School, vocational-technical and trade	4 per 1,000 sq. ft. GFA
Health Care Facilities	Medical center/ hospital	4 per 1,000 sq. ft. GFA
	Medical and dental clinics and offices	4 per 1,000 sq. ft. GFA
	Urgent care facility	4 per 1,000 sq. ft. GFA
Parks and Open Space	Golf course	4 per green
<b>Commercial Uses</b>		



General Commercial Uses unless otherwise stated		4 per 1,000 sq. ft. GFA
Food and Beverage Services	Restaurants, bars and taverns	1 per 60 sq. ft. of indoor seating area.
Office	Administrative and professional offices	3 per 1,000 sq. ft. GFA
Recreation and Entertainment, Outdoor	Outdoor commercial recreation/entertainment	Determined by the Director
Recreation and Entertainment, Indoor	Indoor commercial recreation/entertainment	Determined by the Director
Wholesale Business	Wholesale business	1 per 800 sq. ft. GFA
<b>Industrial Service</b>		
General Industrial Uses unless otherwise stated		1 per 800 sq. ft. GFA

- (f) Handicapped/Accessible Parking. Required accessible parking for nonresidential development shall be provided in conformance with all applicable accessibility standards of the prevailing Americans with Disabilities Act (ADA) and the International Building Code (IBC). Required accessible parking for multi-family residential developments shall be provided in conformance with all applicable accessibility standards of the prevailing Americans with Disabilities Act (ADA), Federal Fair Housing Act (FFHA) and International Building Code (IBC).
- (g) Computation of Parking and Loading Requirements
  - (1) Computation. When determination of the number of off-street parking spaces required by this Section results in a requirement of a fractional space, any fraction shall be counted as one (1) parking space.
  - (2) Calculation:
    - (i) Different Use Areas. Except as provided for in this Section, parking shall be calculated separately for each different use area in a building or on a site, including all accessory uses. Parking spaces for accessory uses not specifically identified in Table 7.28-2, Off-Street Parking, shall be assumed to be included in the principal use requirement.

- (ii) **Mixed Use Reduction.** If the Director determines that a proposed use represents a combination of uses listed in Table 7.28-2, Off-Street Parking, a fifteen-percent reduction shall apply to the total parking calculation.
- (iii) **On-Street Parking.** Where there is on-street parking abutting the front property line of any lot or parcel, the minimum off-street parking requirement may be reduced by the Director by one (1) space for each on street space located entirely or partially between two (2) lines formed by the extension (without turning) of the side lot lines of the lot or parcel into the street right-of-way.
- (3) **Parking Based on Floor Area.** When the standards use building square footage as a unit of measurement, all calculations shall be based on gross floor area minus ten percent (10%).
- (4) **Uses Not Listed: Determination by Director:**
  - (i) Parking standards for uses not specifically listed in Table 7.28-2, Off-Street Parking, shall be determined by the Director based on the standards for the closest comparable use or by reference to standard parking resources published by the National Parking Association or the American Planning Association.
  - (ii) The Director may alternately require the submittal of a parking demand study that justifies estimates of parking demand based on the recommendations of the Institute of Traffic Engineers (ITE) Parking Generation Manual and includes relevant data collected from uses or combinations of uses that are the same or comparable to the proposed use in terms of density, scale, bulk, area, type of activity and location.
- (5) **Utilization.** Accessory off-street parking facilities provided in accordance with the requirements of this Chapter shall be solely for the parking of passenger motor vehicles of patrons, occupants, visitors or employees of such uses.
- (h) **Off-Site Parking.**
  - (1) **Applicability.** Off-site parking shall refer to any parking area which is provided and required to meet the minimum parking standards in this Development Code and which is located on a separate lot or ownership interest than the use, structure or lot which the parking serves.
  - (2) **Planned Unit Development.** Establishment of off-site parking may only be established as by approval of a planned unit development.
  - (3) **Design and Location.** Off-site parking shall have a direct, adequate and convenient pedestrian connection to the use, structure or lot which such parking serves and shall not be located more than five hundred (500) feet from the use, structure or lot which it serves.
  - (4) **Control of Off-Site Parking Facilities.** In cases where off-site parking facilities are permitted, such facilities shall be owned and in the same identical ownership as the use, structure or lot which the parking serves.
    - (i) **Public Parking Districts and Facilities.** Council may establish public parking districts and approve public parking facilities for designated areas of Town which may be used by property owners within the public parking district to meet the minimum parking requirements set forth in this Section for commercial uses, structures or lots. The procedures for establishing public parking districts and standards for approving public parking facilities are set forth as follows:
      - (1)



**WALKER**  
PARKING CONSULTANTS



PARKING NEEDS STUDY

**AVON CENTER, LOT B  
ADDENDUM**

Prepared for:

Mr. Keith Hampton, Managing Member,  
Treadstone Development, LLC

OCTOBER 27, 2016

FINAL REPORT



**WALKER**  
PARKING CONSULTANTS

WALKER PROJECT # 23-7605.00

PARKING NEEDS STUDY

AVON CENTER, LOT B  
ADDENDUM

Prepared for:

Mr. Keith Hampton, Managing Member,  
Treadstone Development, LLC

OCTOBER 27, 2016

FINAL REPORT



Page 1

Walker Project #23-7605.00

5350 South Roslyn Street, Suite 220  
Greenwood Village, CO 80111

Tel: 303.694.6622  
Fax: 303.694.6667  
www.walkerparking.com

October 27, 2016

Mr. Keith Hampton, Managing Member  
Treadstone Development, LLC  
624 Mountain Village Boulevard  
Mountain Village, CO 81435

Re: *Avon Center—Lot B Parking Needs Study*-**ADDENDUM**

Dear Mr. Hampton:

Herein, please find revised study area maps, correcting the boundaries between "Lot A" and "Lot 55." There are also a revised tables and text showing the inventory of spaces in each of the zones within the study area. This document is intended to be an addendum to the Final Report, dated September 29, 2016.

The overall number of spaces, of course, remains the same, as do the zoning code requirements. Other than the redrawn boundaries, our findings, conclusions, and recommendations remain the same.

We appreciate the opportunity to continue to be of service to you as you work to move the project forward. Please do not hesitate to contact us with any questions or comments.

Sincerely,

WALKER PARKING CONSULTANTS

A handwritten signature in blue ink, appearing to read "David Jay Lieb".

David Jay Lieb,  
Parking Consultant, Project Manager

A handwritten signature in blue ink, appearing to read "Robert E. Stanley".

Robert E. Stanley, P.E., MSPE, LEED AP, BD+C  
Managing Principal, Vice President

Enclosure

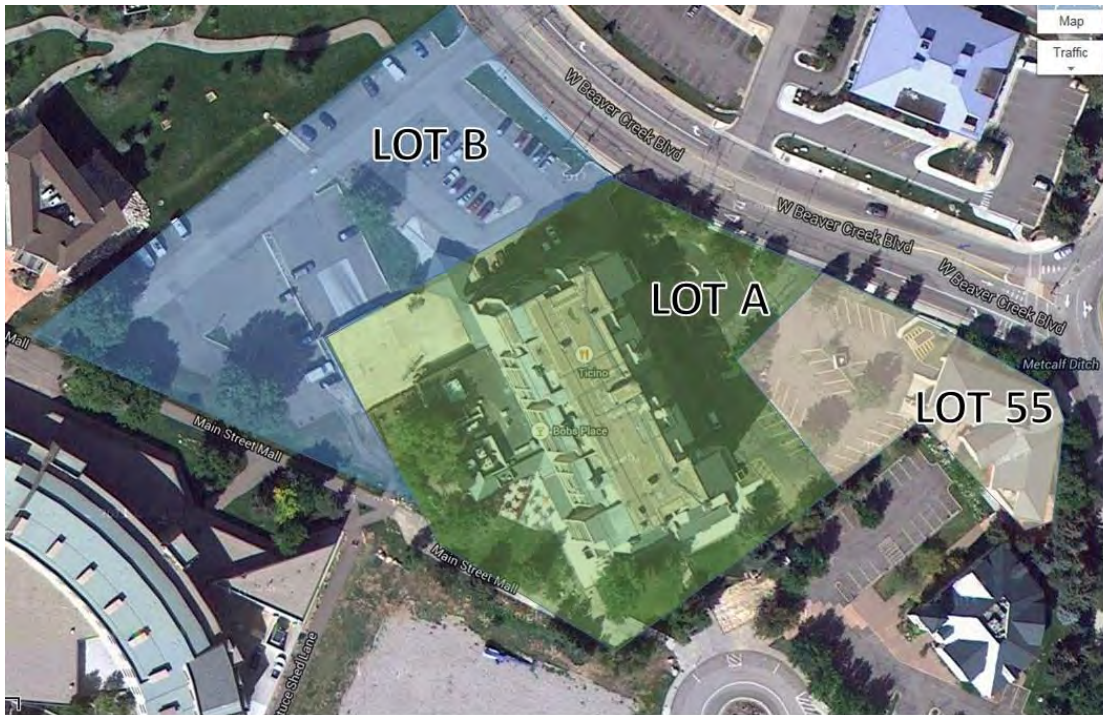
cc: John W. Dorsett, AICP, Walker Parking Consultants



Revised study area map—adjusting the boundaries of “Lot A” and “Lot 55.”

Replaces Figure 1 on page 1 of the Final Report, dated September 29, 2016.

Figure 1: Study Area and Sub-Area Boundaries



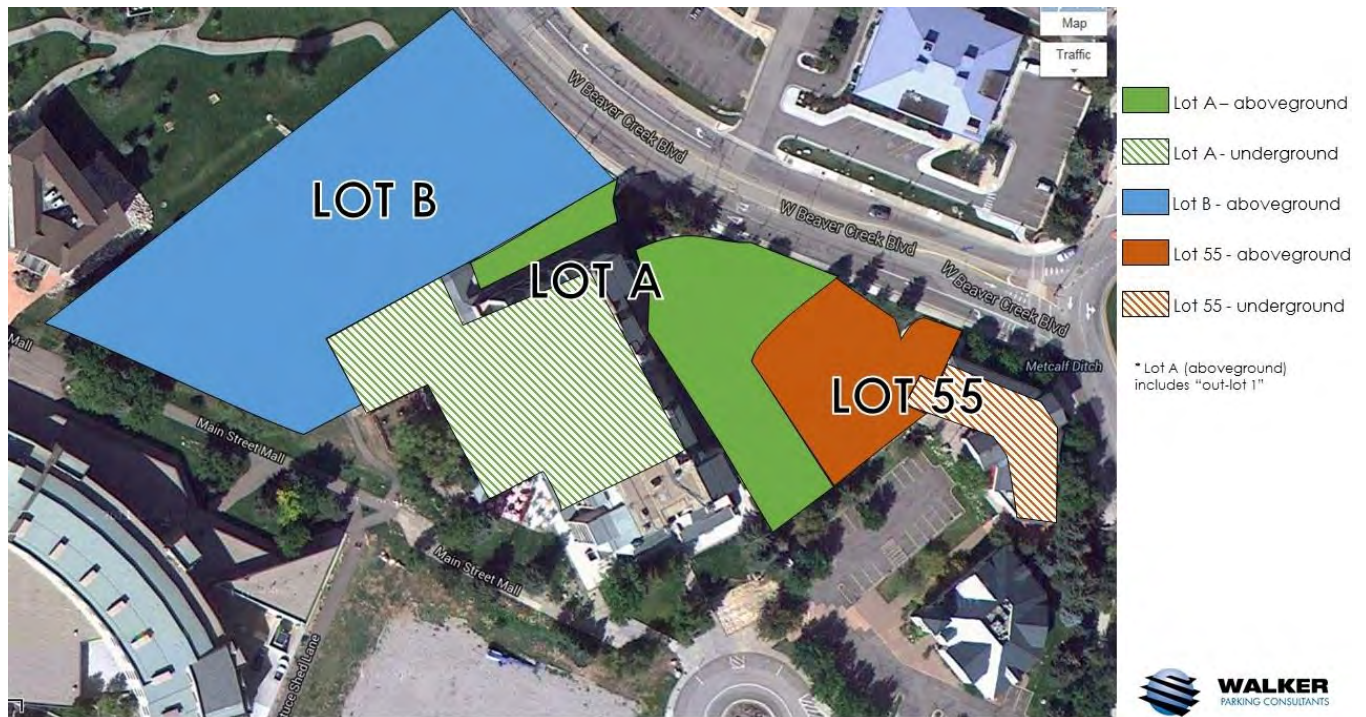
Boundaries are approximate; for illustration purposes only.

Source: Treadstone; graphic prepared by Walker Parking Consultants, over Google Maps base, 2016

Revised parking areas map—adjusting the boundaries of “Lot A” and “Lot 55.”

Replaces Figure 2 on page 2 of the Final Report, dated September 29, 2016.

Figure 2: Parking Lots in the Study Area



Source: Treadstone; graphic prepared by Walker Parking Consultants, over Google Maps base, 2016

Revised parking area distribution—adjusting the inventories of “Lot A” and “Lot 55.”

While the distribution of spaces in each zone changes, the overall inventory remains the same.

Replaces text page 8 of the Final Report, dated September 29, 2016.

## CURRENT CONDITIONS – INVENTORY

On Thursday, February 25<sup>th</sup>, 2016, Walker took an inventory of the parking in the study area. The defined study area contains 297 parking stalls, which are allocated as follows:

- Lot A (aboveground) contains 26 spaces
- Lot A (underground) has 100 spaces
- Lot B accounts for 126 spaces
- Lot 55 (aboveground) is 30 spaces
- Lot 55 (underground) represents 15 spaces

Lot A is inclusive of the area also known as “Out-lot 1.” The full inventory is showing in the table on the following page.

Alpine Bank parking spaces are considered in the inventory and occupancy counts per legacy agreements.



Revised parking area distribution—adjusting the inventories of “Lot A” and “Lot 55.”

While the distribution of spaces in each zone changes, the overall inventory remains the same.

Replaces Figure 3 on page 9 of the Final Report, dated September 29, 2016.

Figure 3: Study Area Parking Inventory

	INVENTORY		TOTAL INV.
Lot A (above ground)	26	15-minute	26
	0	2-hour	
	0	Unmarked	
Lot A (below ground)	98	Gated	100
	2	ADA	
Lot B	120	2h/permit	126
	6	ADA	
Lot 55 (below ground)	30	Above ground (2-hour)	45
	15	Gated	
TOTAL	297		297

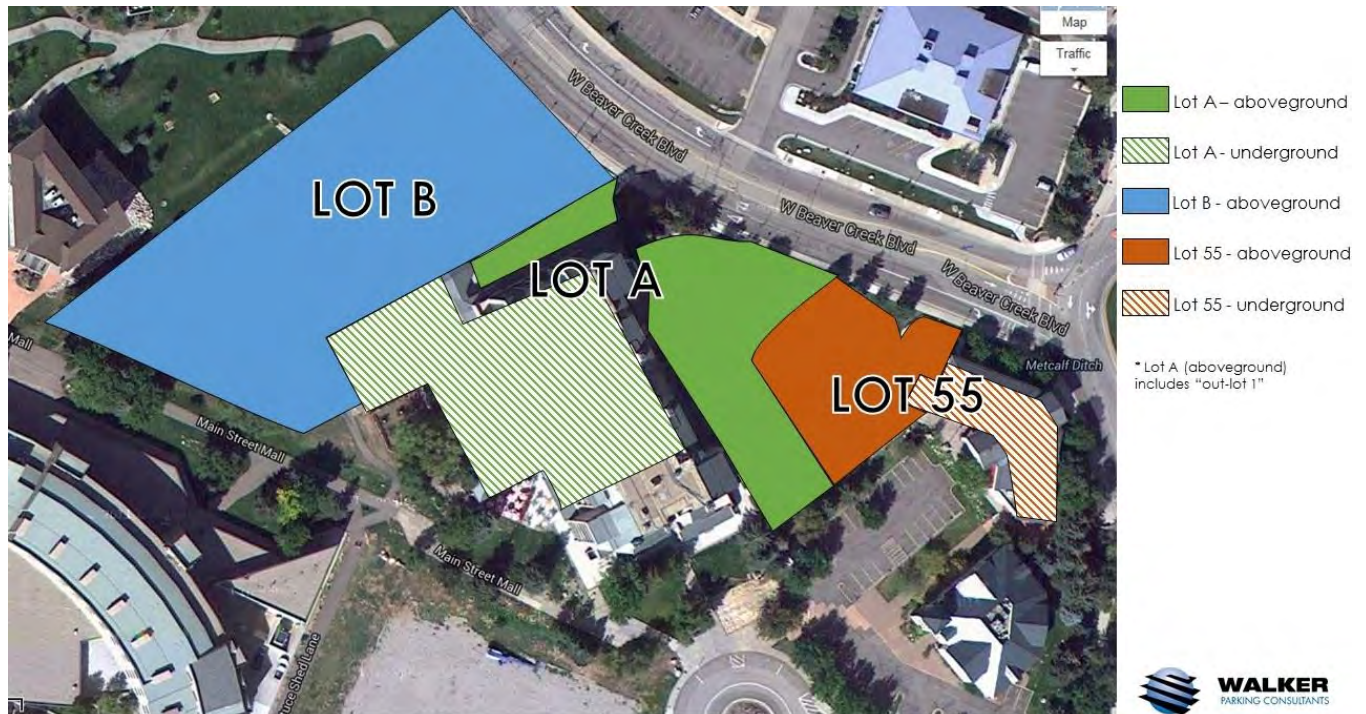
Source: Walker Parking Consultants, 2015

The map of the study area appears below. The Lot A areas are indicated by green, Lot B by blue, and Lot 55 by brown. The hatched pattern represents underground parking.

Revised parking areas map—adjusting the boundaries of “Lot A” and “Lot 55.”

Replaces Figure 4 on page 9 of the Final Report, dated September 29, 2016.

Figure 4: Parking Lots in the Study Area



Source: Treadstone; graphic prepared by Walker Parking Consultants, over Google Maps base, 2016



Revised parking area distribution—adjusting the inventories of “Lot A” and “Lot 55.”

While the distribution of spaces in each zone changes, the overall inventory remains the same.

Replaces Figure 19 on page 26 of the Final Report, dated September 29, 2016.

**AGGREGATE INVENTORY**

1. What is the aggregate inventory of parking spaces in the study area (including all surface and underground parking in Lot A, Lot B, Lot 55, and Out-lot 1)?

The total parking inventory is approximately 297 spaces. Because much of Lot B does not have striped spaces, the capacity has been estimated.

Figure 5: Study Area Parking Inventory

	INVENTORY		TOTAL INV.
Lot A (above ground)	26	15-minute	26
	0	2-hour	
	0	Unmarked	
Lot A (below ground)	98	Gated	100
	2	ADA	
Lot B	120	2h/permit	126
	6	ADA	
Lot 55 (below ground)	30	Above ground (2-hour)	45
	15	Gated	
<b>TOTAL</b>	<b>297</b>		<b>297</b>

Source: Walker Parking Consultants, 2015

## STATEMENT OF LIMITING CONDITIONS

1. This report is to be used in whole and not in part.
2. Walker's report and recommendations are based on certain assumptions pertaining to the future performance of the local economy and other factors typically related to individual user characteristics that are either outside Walker's control or that of the client. To the best of Walker's ability we analyzed available information that was incorporated in projecting future performance of the proposed subject site.
3. Sketches, photographs, maps and other exhibits are included to assist the reader in visualizing the property. It is assumed that the use of the land and improvements is within the boundaries of the property described, and that there is no encroachment or trespass unless noted.
4. All information, estimates, and opinions obtained from parties not employed by Walker Parking Consultants/Engineers, Inc. are assumed to be true and correct. We assume no liability resulting from misinformation.
5. Unless noted, we assume there are no encroachments, zoning, violations, or building violations encumbering the subject property.
6. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless specified otherwise.
7. None of this material may be reproduced in any form without our written permission, and the report cannot be disseminated to the public through advertising, public relations, news, sales, or other media.
8. We take no responsibility for any events or circumstances that take place subsequent to the date of our field inspections.
9. This report was prepared by Walker Parking Consultants; all opinions, recommendations, and conclusions expressed during the course of this assignment are rendered by the staff of Walker Parking Consultants as employees, rather than as individuals.
10. The conclusions and recommendations presented were reached based on Walker's analysis of the information obtained from the client and our own sources. Information furnished by others, upon which portions of this study may be based, is believed to be reliable; however, it has not been verified in all cases. No warranty is given to the accuracy of such information; moreover, any significant differences between these assumptions and actual performance may impact the financial projections for the subject parking operation.



**WALKER**  
PARKING CONSULTANTS





August 10, 2016

Treadstone Development, LLC  
505 8<sup>th</sup> Street  
Hermosa Beach, CA 90254

**RE: Initial Review Comments for Lot B Hotel Submittal**

Greg,

First off, the Town is excited to receive and review your hotel project, and look forward to finalizing plans for a successful project. This important infill project will undoubtedly bring vitality to the Town Core area and we are eager to move forward through the approval process. Staff will continue to make itself available to assist with the preparation and review of final plans.

**This letter summarizes Staff's initial review comments for your Major Development Plan submittal.** While the application remains incomplete pending utility verification approvals, the Town wanted to take this opportunity to offer comments and solicit additional information to refine your proposal and consider alternative design approaches. These comments and questions are important to address to ensure compliance with the Avon Development Code ("ADC") as well as helping to aid in the review of this project by the general public and decision making bodies.

In addition to this initial review conducted by Town Staff, input from OZ architecture was solicited to review the proposal and provide comments and questions on the design plan as it relates to the Development Code and surrounding projects. This firm is familiar with the Town of Avon development code, infill construction with the Wyndham project, and mountain construction in general. Attached to **this letter are comments from OZ with document titled "Review of a Major Development Plan", dated August 8, 2016.** We look forward to reviewing these comments with you at your earliest convenience.

1. **Zoning:**

- The plans indicate 9,549 square feet of landscaped area on site (14.2% of lot area), and 6,631 square feet off-site, bringing the total landscaped area to 24.17% of lot area. The code requires a minimum of 20% on-site landscaped area; therefore, the Town Council must authorize using adjacent public land on Tract G to meet minimum standards. ADC Table 7-20-9
- Please demonstrate the total square footage of the building coverage within the lot to meet lot coverage requirements.
- The plans must demonstrate **compliance with 80' building height. Please show the roof plan with USGS existing contours underneath the building.**

2. **Alternative Equivalent Compliance (AEC):**

- An accompanying AEC application must be submitted to address the following design standards:
  - The code requires a 4:12 pitched roof. Since the design utilizes a flat roof for the primary form. ADC 7.28.090(j)(4)(ix)
  - Buildings greater than thirty (30) feet in height shall be designed to reduce apparent mass and visually anchor the building to the site by including a clearly identifiable base, body and top, with horizontal elements separating these **components."** ADC 7.28.090(j)(4)(v)(B)
  - **After 45' of vertical rise, buildings are required to have a stepback of at least 8'.** ADC 7.28.090(j)(4)(v)(D)

3. **Access & Circulation:**

- According to Avon’s access management guidelines, curb cuts are generally limited to one point of access. **Please demonstrate how the second entry “required for necessity, create[s] a better site design and that safety to the traveling public will not be compromised.”** ADC 7.28.030(d)(6). The curb cuts are separated by 70 feet. Ideally these curb cuts will be consolidated. In an effort to minimize curb cuts and provide a safer and more pedestrian-oriented experience along Beaver Creek Boulevard.
- Demonstrate how Lot C is served with this access easement and agreement. The access ramp indicates a retaining wall on the west side; please show the details for this retaining wall and how it is finished.
- The proposed parking ramp has a grade of 9.4%. Site distance could be limited approaching **West Beaver Creek Boulevard (“WBCB”), particularly to see pedestrians and bicycles.** The sloping driveway is required to have no more than a 4% slope for the first 20 feet from the edge of the street pavement. ADC 7.82.030(d)(9)(iii)
- What is the suggested turning movements for delivery and service vehicles?
- The current circulation schemes require hotel guests to drive out to WBCB after checking in, to access the ramp that connects with the lower level parking garage. Connecting to the ramp from underneath the building appears could be studied.

4. **Mobility and Connectivity:**

- While there is a direct pedestrian connection from the Main Street Pedestrian Mall to the hotel entrance, a connection lacks from the WBCB side to the hotel entrance. Planning suggests a delineated material or striping connecting WBCB to the entrance, and widening the entrance near the Mall to allow for a more seamless pedestrian experience. ADC 7.28.040(e)(4).
- Bicycle facilities at a rate of 1 bicycle parking space per 10 vehicles (21 total spaces required) **be placed within 150’ from the primary building entrance in a conveniently located area.** Please demonstrate compliance with this code requirement. ADC 7.28.020(J)
- The north to south pedestrian connection along the reciprocal access easement is an extension of Sun Road. This corridor not only has the potential to create a desirable four way stop along Beaver Creek Boulevard but it also provides access from WBCB to the Main Street Pedestrian Mall. This is a critical connection identified in the Avon West Town Center Investment Plan and the draft WBCB Reconstruction Plan. The current plans do not show any pedestrian connection in this location. A safe attractive pedestrian corridor through this easement or a more intuitive connection through the parking lot should be explored.

5. **Screening:**

- How is the refuse screened from view? ADC 7.28.060
- Please show how any rooftop mechanical equipment will be screened from nearby taller buildings. ADC 7.28.060(d)

6. **Snow Storage:**

- The sloping drive is shown to have snowmelt. What are the total dimensions of pavement heating for the project? The Exterior Energy Offset requirements will be triggered for area in excess of 200 square feet. Avon Municipal Code (AMC) 15.27
- Please include a snow storage plan for areas that will not be snowmelted.

7. **Parking Study:**

- This study appears to meet the requirements of 7.28.020(g)(4)(ii), which allows for parking demand studies that are based upon relevant data and combination of land uses between Lot 55, Avon Center, and Lot B.

- Retail space in the hotel, while minimal, does not appear to be accounted for.
- The analysis accounts for six (6) spaces in the street. The final plans for WBCB are forthcoming and these spaces should not be accounted for until plans are final.

8. **Design Standards:**

- The corrugated metal material for roofs will need to be presented. Are there examples of this material in use in a similar way on other projects? There are maintenance, finish appearance, and aesthetic concerns as the material stretches all the way to ground level in certain points.
- Material #12 is not shown on the plans. Please demonstrate where it is located.
- Lighting – AMC 15.30
  - Please confirm the plan indicates 2 poles (AA 1-3) on WBCB.
  - The bollards on the Mall must match existing bollards in the Mall.
  - **Please confirm that the FF lighting housing is “full cutoff” per code.**
- The WBCB side of the building does not appear to be a pedestrian friendly scale or 4-sided design as the Development Code encourages. ADC 7.28.090(j)(4)
- **Please refer to the attached ‘Review of a Major Development Plan Submittal’ performed by Oz Architecture, dated August 8, 2016, for additional design comments to be taken into consideration when finalizing the plans.**

1. **Miscellaneous:**

- The number of hotel units is listed as 140, 141, and 142 in different places. Please provide the accurate number across documents.
- Fire
  - An Initial Code Summary for fire will be necessary.
  - What is the movement for fire trucks?
  - If there is not truck access on the property is there a Fire Command Center? If so, where is it located?
  - What is the fire rating of the construction?
  - What type of glass is suggested for the two perpendicular faces of the exit stairs on the WBCB side? They must be 2-hr fire rated (1027.6 of fire code)
- Mechanical
  - Where will the exhaust from laundry facilities be located? Will there be a diesel generator? Will these areas be forced to vent onto the Mall?
  - What types of mechanical units will be on the roof?
  - Will each room have its own AC unit, or will it be roof mounted?
  - Where is the roof access point and will it require a stair access or hatch?

In order to address comments, and ensure that the public hearings can be accommodated in a timely manner, Staff offers the above following draft schedule for discussion and finalization. Given the substantive nature of some of the comments, we anticipate the need to reevaluate this schedule moving forward.

DRAFT SCHEDULE:

Revised Plans Deadline for September PZC	August 22, 2016
Public Notification sent to Vail Daily	August 31, 2016
PZC Hearing & Recommendation to Council	September 6, 2016
TC Hearing #1	*September 13, 2016
TC Hearing #2	September 27, 2016

*\*If PZC continues hearing, these dates subject to change*

Respectfully,

  
Matt Pielsticker, AICP  
Planning Director

Att: Review of a Major Development Plan by OZ Architecture

Cc: Project File

**Review of a Major Development Plan Submittal for the project described as:  
AVON HOTEL**

---

Performed for: The Town of Avon  
Performed by: OZ Architecture, Inc.  
August 8, 2016

**Architectural Concerns and Notations:**

This first section lays out the initial reactions and/or questions that the architectural team at OZ produced prior to the review of the Town's planning, entitlement and design guideline documents. Many of these initial notions will reappear in the sections which follow this one and will be further explored in the review of those documents as they relate to the Avon Hotel submittal.

***Site Plan and Overall Development:***

- Of the approximately 290 ft. of Main Street Mall frontage available to this project, only around 88 ft. is actually, "occupied" or "reinforced" by the design and location of these buildings;
- Retail is minimal along the Main Street Mall;  
Suggestions:
  - Add retail to the south of hotel entrance under the overhang currently comprising a single parking space – combine that with Retail #3 and the office space shown to create better sized retail space;
  - Add a sundries shop in south-east corner of Hotel Lobby area;
  - Add significant-sized retail (perhaps F&B) at the west, currently blank end of fitness/condo addition to the Avon Center building thus replacing the 5 parking spaces shown there in the proposed site plan;
- The parking along the mall seems unsightly;  
Suggestions, in lieu of completely reorienting the buildings proposed for the site:
  - See the retail suggestion for the end of the fitness and condo building;
  - Remove all of parking spaces adjacent to the mall edge and replace with pedestrian-oriented construction and uses;
- The Hotel building seems to stand on a hollowed-out floor (of parking), and is perched on stilts similar in concept to LA-styled Mid-century apartment buildings. The building does not fully cover the parking level below it at grade so that the perimeter cars are exposed to sight, sun and snow. The planning department would be hesitant to positively associate this form as a solution for building a "base at the ground level". Issues of weather, snow shedding and blowing, automobile noise for hotel guests, or ground plane pedestrian activity are all concerns;
- Cars will, therefore, be the predominant feature of the ground level experience on nearly all sides of the buildings;
- Screening of the parking garage, ramp and loading will be paramount to the building sitting appropriately on its site and to it being pedestrian friendly;
- We have concerns as to how the parking lighting will affect the mall and the site at night;
- There seems to be zero internal landscape proposed (other than the perimeter landscaping which is required to fulfil a certain portion of the landscape requirement)

resulting in the impression that both buildings reside in a sea of pavement and that the hotel in fact, sprouts from the parking surface;

- The trash chute appears to terminate at the basement level – is this where the dumpsters sit? We are concerned with where the dumpsters may be stored on a daily basis and how odors will be handled near the mall;
- We would caution against opening the doors out of the secondary elevator vestibule so close to the traffic movement and snow management issues inherent in the drive (which, at the same location, passes under the connecting bridge above these doors).

### ***Building Mass and Form***

- Neither of the two buildings seems to be, “fronting” the mall. Rather, the massing of the development is arranged perpendicular to Main Street.;
- We have concerns as to the method of roof access and what that structure will look like in elevation;
- The metal shards of sloping roof seem to shed onto the outdoor dining deck and the sidewalk on West Beaver Creek Boulevard (WBC);
- Elevation B on Sheet A-3.1 does not adequately reflect the building design at the ground floor.

### ***Materials and Colors Proposed***

- Given the last point above, we have concerns with the distribution of materials at this key location and how they relate to the Main Street Mall and the Sheraton property.
- The materials used at the base of the buildings may not uphold the requirement for durability listed elsewhere in this analysis;
- The metal shards roofing turning into siding does not seem to uphold the notion of, “blending in with their surroundings” found elsewhere in this analysis;
- This material will need to be non-reflective but even with that, the material selection does not seem to meet the Development Code Standards for earth-toned materials;
- The glazing of the exit stair enclosures may not, depending on the construction type chosen, meet the code for separation of those stairs from the fuel source of a fire;
- The material selection seems to warrant a full sized wall mock-up so as to determine its suitability of aesthetics and durability-in-performance and given the published design guidelines of the town.

### ***Technical Issues***

- We have concerns with the locations of the mechanical equipment and where the ground mounted transformers for the project might be and how they are screened from the Sheraton and others near and on the site;
- We have concerns as to the method by which the kitchen exhaust and trash smells will be handled at the 2<sup>nd</sup> Floor food preparation and trash storage areas given their proximity to the Main Street Mall and the pedestrian connection to the Sheraton;
- The condominium/fitness building does not appear to have any means of handling trash and recycling. Is this why the buildings are connected by a bridge?
- Similarly, there is no indication of mechanical systems and the inherent exhaust associated with them for the condo structure;

- We have concerns as to the clear height under the connection bridge between the two structures. From some of the information given, it appears to be less than what is needed for truck and fire apparatus clearances.

### **Avon Development Code (Title 7, with Appendix 7A) Observations:**

**7.28.060 (e)(3)** “Service areas and access drives shall be located so they do not interfere with the normal activities of building occupants or visitors on driveways, walkways, in parking areas or at entries”.

We have concerns with the application of the above section. In addition and from the same section, **Paragraph 2** states that loading and service areas need to be screened from being visible off site. From WBCB, the loading will be clearly seen by pedestrians in its current configuration;

#### ***Materials and Colors Proposed***

##### **Section 7.28.090 – Design Standards**

The examples and issues discussed in these sections begin with generally-applicable design standards and gradually move into those more specific to mixed use buildings and finally to those that apply to this type of building within Avon’s Town Core.

(c)(3)(i):

**“The use of high quality, durable building materials is required.”**

The materials proposed for use at grade appear to be a foreign-made integrally-colored cement composite panel in a cool grey color. The quality and appropriateness of the use of this material in Avon is of concern.

(c)(3)(II)

**“Preferred materials reflect the Town’s sub-alpine character such as native stone, wood siding, masonry or timbers.”** None of the preferred materials from this section are to be found in the proposed development.

(c)(3)(v)

**“Indigenous natural or earth tones . . . in muted, flat colors with an LRV (Light Reflective Value) of 60 or less are required.”** No reflectivity information for the metal shards described as, “Metal Roof Siding Silver Grey” was provided. However, (b)(4)(iii) further states that, **“roofing materials shall be suitable for local environmental conditions. Colors shall be natural or earth tones.”** Besides a huge flat and therefore unseen roof, the metal is the only presumed roof material suggested.

(c)(5)(i)(A)

Generally suggests that pedestrians should be protected from shedding snow coming off of roofs above. As stated earlier, the dining deck at the second level of the hotel building, which looks out over Main Street, appears to be unprotected against the snow coming off of the metal shard roof above.

**Paragraph (C)** repeats these requirements saying that roof designs which would allow accumulated snow, ice or rain to fall or slide onto sidewalks or other pedestrian building spaces should be avoided.

### ***Building Mass and Form***

(j)(3)(I)(A)

**“Buildings shall reinforce the street edges and create pedestrian-scaled open spaces.”** Given that this development is listed as one of the town’s top priorities, we are concerned about the WBCB side of the project.

(j)(3)(iv)

**“Mixed-use development shall incorporate on-site indoor and outdoor common spaces . . .”** The section then goes on to describe the various types of patios, plazas, parks, squares, gardens, etc. which might satisfy the objective of the statement.

Except for the, “multi-use lawn area (1636 s.f.)” near Lettuce Shed Plaza, there are no other common spaces on the site. This lawn area, may also detract from the Plaza by blurring its edges. The section concludes with this statement, **“New development in Town Core shall maintain a high interaction between pedestrians and the activities inside the buildings at ground level.”** Auto traffic is primarily accommodated on this site plan and very little interaction between inside and outside is to be found in the plan.

(j)(4)(iii)

### **Compatible Design (B)**

This section lists methods that might lead to an acceptable compatibility of design, presumably not only within the specific site development but also along the pedestrian mall and Town Center generally. While it declares that these features are not limited to the list of 12 architectural elements, the only one included in the design is the outdoor patio which appears at the second level, reserved for the hotel guest.

(j)(4)(iv)

### **Mixed-Use Buildings in Town Core**

**“ . . . any portion of a new mixed-use building with street frontage floor area** (lists the streets surrounding, for the most part, this development except for WBCB) **must be occupied by retail, personal service and restaurant uses . . .”** This project has slightly more than 530 s.f. of retail at its mall end, has a private pool, fitness and spa facility above grade in the addition to the Avon Center and, for the remainder of its ground level square footage, has an exposed parking space.

**NOTE:** this section also requires, **“ground-floor commercial space . . . be at least twelve (12) feet in height as measured from the finished floor elevation to the finished ceiling.”** The section drawings indicate that the hotel and condo buildings all have a 12 foot floor-to-floor dimension that will yield something between 10’ to 10’-6” of floor to ceiling space. Therefore the design should be revised with the addition of 1’-6” to 2’ of floor to floor height at its ground floor so as to garner the required 12 foot clear height for commercial space. In addition to being a requirement, we would suggest that a clear height of 12 ft. is much more in keeping with industry standard for extra height at the ground floors of contemporary hotels. The extra height obviously provides a clearer “base” level, garners much needed light and visibility for the uses there, and generally speaks to the civic nature of the front of houses areas that hotels are often expected to provide.



(j)(4)(v)(B)

**Scale and Massing**

**“Buildings greater than two stories or thirty (30) feet in height shall be designed to reduce apparent mass and visually anchor the building to the site by including a clearly identifiable base, body and top, with horizontal elements separating these components.”** With a parking structure comprising the dominant amount of the “base” area of this building, and thus having only columns or pilotis and open air as its base, the building does not seem to present the stable ground plane this section suggests. Also, with the predominantly flat roof and no cornice or overhangs at the sky plane, the top of this building has no clear distinction from the, “body”. The building appears simplistic therefore, but for the metal shard roof turning into wall notion that appears in a few select areas.

(j)(4)(viii)(C)

**Synthetic Materials**

**“The use of synthetic materials is discouraged unless they can be shown to display the ability to age in a manner similar to or superior to the natural materials they replace.”** While it is uncertain whether or not the materials selected for the project were meant to, “replace” natural versions, this development is made up of nearly 100% synthetic replicas of wood, stone panels and plaster.

(j)(4)(x)(C)

**Windows**

**“Upper floors shall be differentiated through the use of more solid areas than voids and with *smaller vertically oriented windows in a regular pattern.*”** The fenestration strategy for this development appears to employ predominantly horizontally oriented windows (divided internally with some vertical muntins), modernist, slit-type or eyebrow windows at the exit stairs and curtain wall- like glazing behind the metal shard wall material at the Main Street and WCB elevations.

Development Code standards for parking-only structures warrant inclusion due to the separation of uses between the “base” and “body” of this building.

(j)(5)

**Parking structures:**

- (i) **“To the maximum extent feasible, (the) ground floor of parking structures shall be wrapped with retail storefronts or residential uses to provide visual interest and to create pedestrian activity at the street level.”**
- (v) **“To the maximum extent feasible, parking structures shall be designed to significantly screen or buffer views of parked cars from surrounding properties through the use of architectural screens or other features.”**

	<b><u>TOWN</u></b>	<b><u>APPLICANT RESPONSE</u></b>
<b><u>ZONING</u></b>	<p>1. The plans indicate 9,549 square feet of landscaped area on site (14.2% of lot area), and 6,631 square feet off-site, bringing the total landscaped area to 24.17% of lot area. The code requires a minimum of 20% on-site landscaped area; therefore, the Town Council must authorize using adjacent public land on Tract G to meet minimum standards. ADC Table 7-20-9</p>	<p>The percent of landscaping required per town zoning is 20% of the total site area. This would equate to 13,385 sf of the total site area of 66,925 sf. Currently, the plan includes on-site landscaped area of 11,102sf of the total lot area of 66,925sf, equal to 16.6% of the lot area. The applicant has submitted an AEC application which proposes to landscape an additional 4,372sf of adjacent property, including 3,230sf of Tract G (Pedestrian Mall), 739sf of Lot 4, and 403sf of frontage along West Beaver Creek Boulevard adjacent to Lot B. This additional landscaped area would increase the total landscaped area for the project to 21.7%.</p>
	<p>2. Please demonstrate the total square footage of the building coverage within the lot to meet lot coverage requirements.</p>	<p><b>See attached Landscape Area Calculations</b></p> <p>Site coverage per the plans is 36%</p>
	<p>3. The plans must demonstrate compliance with 80' building height. Please show the roof plan with USGS existing contours underneath the building.</p>	<p>See attached Roof Plan for reference. The height of the building is less than the 80' building height maximum.</p>
<b><u>ALTERNATIVE EQUIVALENT COMPLIANCE (AEC)</u></b>	<p>1. The code requires a 4:12 pitched roof. Since the design utilizes a flat roof for the primary form. ADC 7.28.090(j) (4) (ix)</p>	<p>Consistent with ADC7.28.090(j) (4) (ix), sloped secondary roof forms in the plan are at 4:12 in slope. The flat roof form remains predominant in the plan. We understand that it is discouraged; however, it is utilized in the plan as it is beneficial to other important considerations such as the inclusion of solar panels and reduced ice/snow shed. It is also consistent with neighboring properties.</p>

	<b><u>TOWN</u></b>	<b><u>APPLICANT RESPONSE</u></b>
	2. Buildings greater than thirty (30) feet in height shall be designed to reduce apparent mass and visually anchor the building to the site by including a clearly identifiable base, body and top, with horizontal elements separating these components." ADC 7.28.090(j)(4)(v)(B)	Pursuant to ADC 7.28.090(j)(4)(v)(B), the design has been modified to include architectural elements that clearly define the base, body, and top of the building. These include elements such as distinct color/texture, varied materials, and the addition identifiable architectural treatments.
	3. After 45' of vertical rise, buildings are required to have a step back of at least 8'. ADC 7.28.090(j)(4)(v)(D)	AEC Application is included as part of development application
<b>ACCESS AND CIRCULATION</b>	1. According to Avon's access management guidelines, curb cuts are generally limited to one point of access. Please demonstrate how the second entry "required for necessity, create[s] a better site design and that safety to the traveling public will not be compromised." ADC 7.28.030(d)(6). The curb cuts are separated by 70 feet. Ideally these curb cuts will be consolidated.	The project plan has been modified to include one curb cut.

	<b><u>TOWN</u></b>	<b><u>APPLICANT RESPONSE</u></b>
	<p>2. Demonstrate how Lot C is served with this access easement and agreement. The access ramp indicates a retaining wall on the west side. Please show details for this retaining wall and how it is finished.</p>	<p>Lot C will utilize the access drive to enter the lot from the south-east side. The plan includes a landing 20 feet from the street entrance. This will serve as the grade level entrance to Lot C. Lot C has indicated that future plans will not include an underground garage. Therefore it is not expected that Lot C will use the lower end of the access ramp.</p>
	<p>3. The proposed parking ramp has a grade of 9.4%. Site distance could be limited approaching West beaver Creek Blvd, particularly to see pedestrians and bicycles. The sloping driveway is required to have no more than a 4% slope for the first 20 feet from the edge of the street pavement. ADC 7.28.030(d)(9)(iii)</p>	<p>The plan has been modified to include one entrance at the shared access across from Sun Rd. The ramp slope has been modified and will be further defined as plans for the design of WBCB are finalized.</p>
	<p>4. What is the suggested turning movements for delivery and service vehicles?</p>	<p>Service vehicles can be accommodated per the included vehicle movement plan. Service vehicles will turn into the entry drive from WBCB and proceed to the first landing. At the landing, vehicles will turn left into the upper parking entrance. They will then back out into the access drive and back down to the service area. Vehicles will depart directly up the ramp to WBCB.</p>

	<b><u>TOWN</u></b>	<b><u>APPLICANT RESPONSE</u></b>
	<p>5. The current circulation schemes require hotel guests to drive out to WBCB after checking in, to access the ramp that connects with the lower level parking garage. Connecting to the ramp from underneath the building appears could be studied.</p>	<p>Plan has been modified to eliminate this circulation scheme.</p>
<b>MOBILITY AND CONNECTIVITY</b>	<p>1. While there is a direct pedestrian connection from the Main Street Pedestrian Mall to the hotel entrance, a connection lacks from the WBCB side to the hotel entrance. Planning suggests a delineated material or striping connecting WBCB to the entrance, and widening the entrance near the Mall to allow for a more seamless pedestrian experience. ADC 7.28.040(e)(4).</p>	<p>A 6'-0" accessible pedestrian walkway is being provided along the shared access easement on the north-west side of the lot. Use of different paving material, lighting, and landscape will be provided to delineate walk way.</p>
	<p>2. Bicycle facilities at a rate of 1 bicycle parking space per 10 vehicles (21 total spaces required) be placed within 150' from the primary building entrance in a conveniently located area. Please demonstrate compliance with this code requirement. ADC 7.28.020(J)</p>	<p>21 Bicycle parking spaces have been provided on both grade level and lower level parking.</p>

	<b><u>TOWN</u></b>	<b><u>APPLICANT RESPONSE</u></b>
	<p>3. The north to south pedestrian connection along the reciprocal access easement is an extension of Sun Road. This corridor not only has the potential to create a desirable four way stop along Beaver Creek Boulevard but it also provides access from WBCB to the Main Street Pedestrian Mall. This is a critical connection identified in the Avon West Town Center Investment Plan and the draft WBCB Reconstruction Plan. The current plans do not show any pedestrian connection in this location. A safe attractive pedestrian corridor through this easement or a more intuitive connection through the parking lot should be explored.</p>	<p>A 6'-0" accessible pedestrian walkway is being provided along the shared access easement on the north-west side of the lot. Use of different paving material, lighting, and landscape will be provided to delineate walk way.</p>
<b>SCREENING</b>	<p>1. How is the refuse screened from view? ADC 7.28.060</p>	<p>The refuse and recycling area is located below grade level on the north-west side of the lot. In this location, it is not visible from WBCB or adjacent property owners.</p>
	<p>2. Please show how any rooftop mechanical equipment will be screened from nearby taller buildings. ADC 7.28.060(d)</p>	<p>Rooftop mechanical equipment will be screened per the plan utilizing sloped roof elements that are integral to the design. These sloped roof elements are at least as high as the mechanical equipment being screened.</p>
<b>SNOW STORAGE</b>	<p>1. The sloping drive is shown to have snowmelt. What are the total dimensions of pavement heating for the project? The Exterior Energy Offset requirements will be triggered for area in excess of 200 square feet. Avon Municipal Code (AMC) 15.27</p>	<p>The plan includes 31,813 sf snow melt area. Per the Exterior Energy Offset program, the project includes renewable energy systems that will be installed on-site prior to completion of the project which will generate the equivalent of at least 50% of the energy needed for the exterior energy use. Energy use includes snowmelt, outdoor pool, and hot tub facilities.</p>

	<b><u>TOWN</u></b>	<b><u>APPLICANT RESPONSE</u></b>
	2. Please include a snow storage plan for areas that will not be snow melted.	No snow storage is provided on the property as all exterior areas will utilize snowmelt.
<b>PARKING STUDY</b>	1. This study appears to meet the requirements of 7.28.020(g)(4)(ii), which allows for parking demand studies that are based upon relevant data and combination of land uses between Lot 55, Avon Center, and Lot B.	The study has been updated to include parking for included retail space.
	2. Retail space in the hotel, while minimal, does not appear to be accounted for.	
	3. The analysis accounts for six (6) spaces in the street. The final plans for WBCB are forthcoming and these spaces should not be accounted for until plans are final.	
<b>DESIGN STANDARDS</b>	1. The corrugated metal material for roofs will need to be presented. Are there examples of this material in use in a similar way on other projects? There are maintenance, finish appearance, and aesthetic concerns as the material stretches all the way to ground level in certain points	The standing seam roofs are used throughout the Colorado mountain area. The plan does not use corrugated metal. The use of this material is to provide durable, long lasting roofing as well as to provide flexibility to be able to provide screening of any roof equipment.
	2. Material #12 is not shown on the plans. Please demonstrate where it is located.	The concrete panel noted as material #12 will be used as an accent color within the swisspearl panels on the lower level

	<b><u>TOWN</u></b>	<b><u>APPLICANT RESPONSE</u></b>
	<p>3. Lighting – AMC 15.30</p> <ul style="list-style-type: none"> <li>- Please confirm the plan indicates 2 poles (AA 1-3) on WBCB.</li> <li>- The bollards on the Mall must match existing bollards in the Mall.</li> <li>- Please confirm that the FF lighting housing is “full cutoff” per code.</li> </ul>	<p>2 light pole have been added to WBCB Bollards will be provided on the mall to match existing.</p>
	<p>4. The WBCB side of the building does not appear to be a pedestrian friendly scale or 4-sided design as the Development Code encourages. ADC 7.28.090(j) (4</p>	<p>The plan has been modified as follows: 1) Balconies have been added to WBCB side of building. These balconies will serve to connect guests in the hotel to WBCB; 2) the ground level frontage on WBCB includes landscaping elements that encourage public gathering and interaction with the project area; and 3) the entrance to the accessible pedestrian walkway that connects WBCB to the pedestrian mall is integrated with the WBCB end of the building.</p>
	<p>5. Please refer to the attached 'Review of a Major Development Plan Submittal' performed by Oz Architecture, dated August 8, 2016, for additional design comments to be taken into consideration when finalizing the plans.</p>	
<b>MISC.</b>	<p>1. The number of hotel units is listed as 140, 141, and 142 in different places. Please provide the accurate number across documents.</p>	<p>142</p>
	<p>2. Fire</p> <ul style="list-style-type: none"> <li>- An Initial Code Summary for fire will be necessary.</li> <li>- What is the movement for fire trucks?</li> <li>- If there is not truck access on the property is there a Fire Command Center? If so, where is it located? NEED TO INCLUDE.</li> <li>- What is the fire rating of the construction?</li> </ul>	<ul style="list-style-type: none"> <li>• Fire access will be off WBCB with use of Fire Access Entry</li> <li>• A fire command control will also be provided at WBCB exit stair. See attached 11x17 exhibit.</li> <li>• The hotel will be Type I construction on 1<sup>st</sup> level + type V construction on the 4 floors built on concrete base</li> </ul>



	<b><u>TOWN</u></b>	<b><u>APPLICANT RESPONSE</u></b>
	<ul style="list-style-type: none"> <li>- What type of glass is suggested for the two perpendicular faces of the exit stairs on the WBCB side? They must be 2-hr fire rated (1027.6 of fire code)</li> </ul>	<ul style="list-style-type: none"> <li>• The exit stairs @ WBCB are exterior stairs with a glass facade</li> <li>• The 2 hour rating will be between the guest room and corridor into the exterior exit stairs.</li> </ul>
	<p>3. Mechanical</p> <ul style="list-style-type: none"> <li>- Where will the exhaust from laundry facilities be located? Will there be a diesel generator? Will these areas be forced to vent onto the Mall?</li> <li>- What types of mechanical units will be on the roof?</li> <li>- Will each room have its own AC unit, or will it be roof mounted?</li> <li>- Where is the roof access point and will it require a stair access or hatch?</li> </ul>	<p>Laundry exhaust will be from lower level parking and may be vented to roof, not to mall area.</p> <p>Each room will have its own fan coil A/C unit piped to mechanical equipment on roof.</p> <p>One of the 3 exit stairs will extend to the roof.</p>
<b>Technical Issues (Oz Report)</b>	<p>1. Service Area Access</p> <ul style="list-style-type: none"> <li>- Location of service areas and access drives</li> <li>- Will loading and service areas be screened from being visible off site?</li> </ul>	<p>Service and loading areas will be located below grade. As such, it will not be visible from either WBCB or the pedestrian mall. Service vehicles will access the area via the drive from WBCB.</p>
	<p>2. Locations of mechanical equipment</p> <ul style="list-style-type: none"> <li>- Where are they located?</li> <li>- How are they screened?</li> </ul>	<p>Most equipment will be located on the roof and will be screened by roof elements. Some mechanical equipment will be in the lower level parking area.</p>
	<p>3. Kitchen exhaust and trash smells</p> <ul style="list-style-type: none"> <li>- How will they be vented?</li> <li>- How are they screened?</li> </ul>	<p>The hotel will be a limited service establishment offering pre-prepared foods. Therefore, there will be minimal cooking equipment and resulting odors. Trash area is located below grade and a significant distance from the pedestrian mall.</p>
	<p>4. Condominium/Fitness Building Trash</p> <ul style="list-style-type: none"> <li>- Where is trash located?</li> </ul>	<p>Trash will be taken to the trash enclosure in the service area.</p>

	<b><u>TOWN</u></b>	<b><u>APPLICANT RESPONSE</u></b>
	5. Locations of mechanical equipment in the condo building - Where are they located? - How are they screened?	Mechanical equipment will primarily be in the units and venting will be to the roof.
	6. Clearance height for bridge	The bridge design has been modified to meet the requirements of the fire department.
	7. Ground floor commercial spaces must be at least 12' in height	The design has been modified to meet this requirement.

*Dr. G. J. Pakozdi* D.D.S.

---

103-460 Main Street East  
Hamilton, Ontario L8N 1K4  
Tel: (905) 524-2442  
Fax: (905) 522-0100  
xray.pakozdi@bellnet.ca

October 3, 2016

Dear Keith,

This letter will confirm that the Lodge at Avon (Lot A) is aware that Treadstone Development has submitted an application for a major development on Lot B. Further, the lodge at Avon is aware that the plans submitted include areas that overlap across the Lot B property boundary onto property owned by Lot A. The areas of overlap include the reconveyance lots 2A and 3A on the deck along where the plan is adjoining Lot B on the SE corner to extend the parking decks. We also confirm that the Lodge at Avon Centre have been in discussions with Treadstone Development and we are aware of the proposal.

This communication is by no means an indication of any sort of approval by Lot A for the proposed development plan. The Lodge at Avon Center has deeded right of ways for access across Lot B as well as deeded parking rights on Lot B.

Our hope is that Treadstone Development will receive approval to develop Lot B to compliment the Town Center while satisfying the easements that are recorded on title.

Thank you,

George Pakozdi,

Director, Avon Center Board



October 19, 2016

Matt Pielsticker  
Town of Avon

Comments Avon Hotel

- 1) Emergency ingress/egress grade. The 8.1% grade meets the requirements for apparatus access. 16 feet wide access is acceptable by the fire district. I do want to know how the emergency access will be gated. Gate, Chain, Collapsible Bollards, etc.
- 2) Fire lane or equivalent on Beaver Creek rd. Beaver Creek road will need to be designed with fire engine parking at the command room. A sidewalk bump out or cars parked on the road at the command room will cause Beaver Creek road to be shut down anytime that the fire engine responds to the Avon Hotel.
- 3) Fire Command Room. The location of the fire command room will need to be added to the plans. I found the section that has the fire hydrant, standpipe and command room but it is not at an actual location.
- 4) Hydrant. I do see that the hydrant will be moved to the west side of the emergency access. This is great, it will keep the fire hose out of the way of the apparatus that will be using the emergency access.

Matt, I believe that these are my concerns. I do want to look at the final when it arrives. Please let me know if you require anything else.

Mick



## TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council  
From: Matt Pielsticker, AICP, Planning Director  
Meeting Date: December 13, 2016  
Agenda Topic: Resolution 16-39, Providing Funding to Treadstone Development LLC for the Construction of Certain Landscaping and Utility Improvements for the Avon Hotel

---

### Council Action

Action on Resolution 16-39 (Exhibit 1), Providing Funding to Treadstone Development LLC for the Design and Construction of Certain Landscaping and Utility Improvements for the Avon Hotel

### Recommended Motion

*"I move to Approve Resolution 16-39, thereby providing funding for construction of certain landscaping and utility improvements for the Avon Hotel."*

### Summary of Funding Requests

In conjunction with the Major Development Plan and Alternative Equivalent Compliance applications for the development of the Avon Hotel on Lot B, Treadstone Development LLC is requesting a funding partnership with the Town to:

1. Complete portions of landscaping on Town property, in the amount of \$40,000; and
2. Study the capacity of the current heat recovery generation system, and if found to be a good energy alternative by Treadstone, to fund the engineering design and construction of the necessary heat recovery piping to the Lot B property, an amount of \$50,000.

### Urban Renewal Fund

The basis for the requested partnership derives from the purposes of the Avon Urban Renewal Authority, which approved the *Urban Renewal Plan for the Town Center West Area* in 2007, with revisions approved in 2015. The primary objectives stated in the *Urban Renewal Plan* include:

1. Improving existing structures and infrastructure
2. Stimulating development of vacant land
3. Encouraging public-private partnerships
4. Attracting new investments and reinvestments in the plan area; and
5. In addition to helping to spurring new development:
  - a. "Landscaping streetscapes and gateways to unify uses" were envisioned as appropriate uses of the tax increments generated from new development; as well as:
  - b. Empowering the Authority to "install, construct, and reconstruct any public improvement in the Urban Renewal Area including, without limitation, streets, sidewalks, underground utility and service facilities, streetscapes, pedestrian corridors, parking facilities, Town offices, and other public buildings and facilities."

The Urban Renewal Fund (URF) is projected to have available unallocated funds of \$680,000 in 2017. The URF grows significantly beginning in 2019, when the Avon Hotel, if approved and constructed by 2018, by increments of \$400,000 - \$500,000 per year. (Assistant Town Manager Scott Wright's memorandum is attached (Exhibit 2), which explains new tax increment revenues, which are accruing to the Urban Renewal Fund.

Landscaping Funding Request: \$40,000

Fund landscaping on Town property including areas on the Main Street Pedestrian Mall, Lot 4 (new Town Hall), and Beaver Creek Boulevard.

1. Exhibit 3 provides the estimated cost of the landscaping at approximately \$40,000.
2. The three landscaped areas are part of an Alternative Equivalent Compliance application for the project to meet minimum landscaping requirements off-site.
3. Portions adjacent to Beaver Creek Boulevard would be completed in 2017 with the streetscape project.
4. Areas in the Main Street Mall would be completed in 2018 at the same time when the Town installs brick pavers from Lettuce Shed Lane to Mikaela Way. Staff estimates paver construction costs, which will be borne by the Town, will be upwards of \$250,000.

**Recommended Source of Funding:** 2017 Urban Renewal Fund, subject to budget appropriation

Heat Recovery Pipe Extension Funding Request: \$50,000

Engineering capacity study of the heat recover system, and, if heat recovery is found to be a good alternative by Treadstone, pipe extension design, and construction to the Lot B property line

1. Phase1 – Heat Recovery Capacity Study
  - a. The current Heat Recovery system has 2,800 MBH available for new projects.
  - b. The Town plans to use some of that capacity for the new Town Hall, but the quantity needed has not yet been determined.
  - c. The Avon Hotel has calculated a demand for 2,100 MBH to operate the snowmelt system; which would leave 700 MBH for the new Town Hall. It is not known if that is a sufficient quantity for the new Town Hall.
  - d. To determine total capacity, a mechanical engineer must be retained. For budget purposes, the estimate for the capacity study and cost estimate to provide piping to the new Town Hall and to the Lot B (hotel) property line is \$20,000, with the Town and Treadstone sharing the study 50/50. The study would also help determine what the “utility charge” would be for the Hotel.

**Recommended Source of Funding:** 2016 General Fund Contingency Line Item - this will allow engineering work to begin in 2016; monies would be reimbursed from the 2017 Urban Renewal Fund, subject to budget appropriation. The Line Item will have a balance of \$ 82,418.00, subject to Council's approval of a request for ARTF garage door repairs. (See Agenda Item 8.2)

2. Phase 2 – Heat Recovery Pipe Design and Construction
  - a. If there is adequate capacity to serve the new Town Hall and all or a meaningful amount for the Avon Hotel development, the balance of funds (440,000) would be used to engineer the pipe expansion, will be design by a professional engineer, if Treadstone decided that use of the heat recovery renewable is a preferred energy source for the Hotel.
  - b. An agreement for the utility charges to serve the Avon Hotel would be finalized.

**Recommended Source of Funding:** 2017 Urban Renewal Fund, subject to budget appropriation

Attachments

Exhibit 1 – Resolution 16-39

Exhibit 2 – Memorandum from Scott Wright for Urban Renewal Fund

Exhibit 3 – Landscaping Estimate

**EXHIBIT 1**

**TOWN OF AVON  
RESOLUTION 16-39**

**SERIES OF 2016**

**A RESOLUTION PROVIDING FUNDING FOR LANDSCAPING AND  
HEAT RECOVERY UTILITY IMPROVEMENTS RELATED TO THE AVON  
HOTEL, TOWN OF AVON, COLORADO**

**WHEREAS**, the Town Council of the Town of Avon approved Findings of Fact and a Record of Decision for a Major Development Plan and Alternative Equivalent Compliance application for the Avon Hotel located on Lot B; and

**WHEREAS**, the Avon Urban Renewal Authority has an adopted *Urban Renewal Plan for the Town Center West Area*, which specifies the objectives and uses of funds which accrue to the Urban Renewal Fund; and

**WHEREAS**, Treadstone Development LLC has requested the funding of landscaping and heat recovery in a public-private partnership, which are uses of funds authorized by the *Urban Renewal Plan for the Town Center West Area*; and

**WHEREAS**, the Avon Hotel project will enhance the vibrancy of the Town Center West area with increased visitors to the Town and beautification of underutilized property with landscaping and other aesthetic improvements; and

**WHEREAS**, leveraging and expanding the Heat Recovery system to serve the Avon Hotel presents an alternative heating source that reinforces the Town Council's stewardship goals outlined in the 2017-18 Strategic Plan; and

**WHEREAS**, the project is located in the Town Center West Area and expected to generate significant increases to assessed valuation of the Lot B property, and in turn long term financial benefits to the Urban Renewal Fund;

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

**Section 1.** The Town Council authorizes the transfer of \$20,000 from the 2016 General Fund Contingency line item to the Buildings and Facilities budget for the purpose of engaging a professional engineer to study the capacity of the Heat Recovery system to verify there is excess capacity to serve the new Town Hall and the needs of the Avon Hotel project, to estimate costs of pipe system extension and to develop the methodology for utility charges; and directs that a budget amendment be prepared to



reimburse the General Fund from the 2017 Urban Renewal Fund, for consideration by the Urban Renewal Authority.

**Section 2.** The Town Council approves \$40,000 from the Urban Renewal Fund, subject to the Urban Renewal Authority approving a budget amendment, for the design and construction to extend the Heat Recovery pipe system to the Lot B property line for use by the Avon Hotel development;

**Section 3.** The Town Council approves \$40,000 from the Urban Renewal Fund, subject to the Urban Renewal Authority approving a budget amendment for landscaping in Tract G, Lot 4, Mountain Vista Resort Subdivision, and Beaver Creek Boulevard Right-of-Way, as depicted in the Avon Hotel Major Development Plan application; subject to 2017 budget appropriation from the Avon Urban Renewal Authority.

**ADOPTED this 13<sup>th</sup> day of December, 2016.**

**TOWN OF AVON, COLORADO**

---

Jennie Fancher  
Mayor

**ATTEST:**

---

Debbie Hoppe  
Town Clerk



## TOWN COUNCIL REPORT

**To:** Honorable Jennie Fancher and Avon town Council

**From:** Scott Wright, Assistant. Town Manager

**Date:** December 5, 2016

**Re:** Avon URA Long-range Financial Model and Available Funds

---

### **Action before the Council**

This is an “Information Only” written report for the purposes of providing financial information regarding the Avon Urban Renewal Authority’s long-range financial model and potential available funds based on the development of a 142 room hotel on Lot B.

### **Proposed Motion**

NA

### **Summary**

For full disclosure and transparency, much of this information has been gathered from a narrative summary from Amy Bernstein Greer dated May 19, 2016 from her original work on the URA long-range financial model and updated based on current information. Please refer to Exhibit I, which is attached.

### **The Town Center West Area Urban Renewal Area and Pledged Revenues**

The Town Center West Area Urban Renewal Area (the “Plan Area”) encompasses approximately 225 acres of land within the Town of Avon (the “Town”). The Plan Area generally includes properties located in the commercial area known as Avon West Town Center. According to information provided by the Eagle County Assessor’s Office, as of August 11, 2016, the total certified assessed value within the boundaries of the Plan Area is \$61,941,350 with \$17,224,470 classified as Assessed Valuation in Excess of the Property Tax Base Amount. This includes \$3,156,800 of assessed valuation from the Wyndham which was completed in 2015.

The Pledged Property Tax Revenues, which will be available for payment of the annual debt service associated with the Series 2017 Loan, are projected by (i) multiplying the mill levies

certified each year by the governing bodies of the various taxing jurisdictions within or overlapping the Plan Area (but excluding ad valorem property taxes produced by any mill levy imposed by Confluence Metropolitan District and Avon Station Metropolitan District) by (ii) that portion of the valuation for assessment of all taxable property within the Plan Area which is in excess of that Property Tax Base Amount. In the event of a general reassessment of taxable property in the Plan Area, the valuation for assessment of taxable property within the Plan Area is proportionately adjusted between the Property Tax Base Amount and the valuation for assessment which is in excess of the Property Tax Base Amount.

According to the most current Eagle County Abstract of Assessment, the current certified mill levies (for tax collection year 2016) for all of the governing bodies of the various taxing jurisdictions within the overlapping Plan Area are presented below:

<u>Taxing Entity</u>	<u>Mill Levy</u>
Eagle County School District RE-50J	20.331
Town of Avon – General Fund	8.956
Town of Avon – Debt Service Fund	2.809(*)
Eagle County – All Funds	8.499
Colorado Mountain College	3.997
Eagle River Fire Protection District	8.205
Eagle River Water and Sanitation District	0.852
Eagle County Health Services District	2.008
Colorado River Water Conservancy District	0.243
Eagle Valley Library District	<u>2.750</u>
Total Overlapping Mill Levy	<u>58.650</u>

(\*) The Town of Avon Debt Service Fund is reduced to 0 beginning in 2017.

Estimated Increase in Assessed Valuation Generated from the Nexcore Medical Plaza and the Avon Hotel on Lot B

The development and construction of new real estate projects within the boundaries of the Plan Area will result in increases in Assessed Valuation in Excess of the Property Tax Base Amount. While there is the potential for a substantial amount of new construction within the boundaries of the Plan Area, as of this date the only project that is under construction and/or completed is the Nexcore – Buck Creek Medical Plaza (Nexcore Medical Plaza). The Wyndham Hotel has been completed and new tax increment is accruing into the URA Fund from the project. The Avon Hotel located on Lot B is under development review and it is included in this analysis for financial modeling purposes only.

The Nexcore Medical Plaza includes approximately 48,500 square feet of medical space including an urgent care facility, and medical suites. Based on building permit valuations provided by the developer of the property the estimated valuation generated at completion of the Nexcore Medical Plaza has been estimated to be \$12,660,000 with an estimated assessed value of approximately \$2,844,685 million (beginning in tax collection year 2018) based upon a continuation of the statewide commercial assessment rate of 29%.

For purposes of this analysis, Lot B is expected to include four whole ownership residential condominium units with a sales price of approximately \$1,925,000 per unit. In addition, Lot B is expected to include 142 hotel rooms, retail space, a gym/spa, and café for a total of 50,260 square feet. Based on the above build out assumptions, the actual valuation generated at completion of Lot B has been estimated to be approximately \$27.804 million with an estimated assessed value of approximately \$5.360 million based upon a continuation of the statewide residential assessment rate of 7.96% and commercial assessment rate of 29%.

### Exhibit I

Exhibit I presents projected revenues and expenditures and ending fund balances for the Avon URA. Row 6 presents the Assessed Valuation in Excess of the Property Tax Base including The Wyndham (itemized on row 3), the Nexcore Medical Plaza (itemized on row 4), and Lot B (itemized on row 5).

Row 20 presents a summary of the expected overlapping mill levies which currently total 58.650 mills, but may change as a result of tax elections, debt maturities, etc. Row 38 represents the net revenues over (under) expenditures. Row 40 represents total ending fund balances, and Row 44 represents unreserved fund balances.

### Uses of URA Funds

#### Series 2017 Tax Increment Financing

The cash flow projections are first expended for the Avon Urban Renewal Authority (URA) issuing \$3,000,000 in Tax Increment Revenue Bonds on January 5, 2017 (the “Series 2017 Bonds”), for purposes of financing the tenant finishes and fixtures for the new Avon Town Hall.

The Series 2017 Bonds will mature serially over a 15-year period with final maturity on December 1, 2031. Debt service payments of approximately \$250,000, at an interest rate of 2.9%, are projected from year 2017 through 2031.

#### Unreserved Fund Balance

After issuance of the bond, and beginning in 2018, upon realizing the full value of the Nexcore Medical Plaza, the URA begins to show a relatively significant surplus. Unused, this surplus grows to approximately \$2.5 million in 2021 assuming development of the Avon Hotel on Lot B project.

The existing Town Center West Area Urban Renewal Plan is very broad and authorizes a wide range of investment and activities within the Plan Area, including investment in public infrastructure and facilities, as well as non-public improvements that may be required to accommodate development. Unreserved funds may be budgeted and spent annually on an ad-hoc basis or can also be used to leverage additional tax increment revenue bonds, as has been done in the past. However, due to the limited life of 25 years for a Plan Area, tax increment financing will become increasingly more difficult as the Plan Area nears the end of that life in 2032.

The projections in Exhibit I indicate that the URA, with unrestricted reserves of \$950,00 will be able to fund the Main Street Mall Improvements of \$250,000 and, if Council so chooses, all funding requests of Treadstone Development LLC, on a cash basis.. Other foreseen uses of the revenues include public projects identified from the Tract G plan, which reside in the District. Council may wish to consider the bonding capacity from the Unreserved Fund Balance versus cash outlays prior to any final decision.

**Exhibit**

Exhibit I, Avon URA Projected Revenues and Expenditures

**EXHIBIT I  
 AVON URBAN RENEWAL AUTHORITY  
 PROJECTED REVENUES AND EXPENDITURES  
 FOR THE YEARS ENDING DECEMBER 31, 2017 THROUGH 2021**

	Actual 2013	Actual 2014	Actual 2015	Original Budget 2016	Revised Budget 2016	Proposed Budget 2017	Projected			
							2018	2019	2020	2021
<b>1 ASSESSED VALUATION BY URBAN RENEWAL PROJECT AREA</b>										
2 Avon Town Center West Urban Renewal TIF District	\$ 12,511,160	\$ 12,105,380	\$ 11,501,900	\$ 13,319,580	\$ 13,319,580	\$ 12,921,068	\$ 12,921,068	\$ 13,240,960	\$ 13,240,960	\$ 13,240,960
3 Wyndham Resort	-	-	-	3,156,800	3,156,800	3,156,800	3,156,800	3,156,800	3,156,800	3,156,800
4 Nexcore Medical Center	-	-	-	-	-	1,146,602	3,991,287	3,991,287	3,991,287	3,991,287
5 Lot B	-	-	-	-	-	-	-	2,138,680	5,360,220	5,360,220
<b>6 TOTAL ASSESSED VALUATION ABOVE BASE</b>	<b>12,511,160</b>	<b>12,105,380</b>	<b>11,501,900</b>	<b>16,476,380</b>	<b>16,476,380</b>	<b>17,224,470</b>	<b>20,069,155</b>	<b>22,527,727</b>	<b>25,749,267</b>	<b>25,749,267</b>
<b>7 MILL LEVIES &amp; PROPERTY TAX INCREMENT REVENUES</b>										
	Rates 2016									
8 RE- 50J	20.331	267,263	258,595	247,486	354,522	334,981	350,191	408,026	458,011	523,508
9 Town of Avon - General Fund	8.956	112,050	108,415	103,011	147,562	147,562	154,262	179,739	201,758	230,610
10 Town of Avon - Debt Service Fund	2.809	37,871	36,642	37,393	53,565	46,282	-	-	-	-
11 Eagle County	8.499	106,332	102,883	97,755	140,033	140,033	146,391	170,568	191,463	218,843
12 Colorado Mountain College	3.997	50,007	48,385	45,973	65,856	65,856	68,846	80,216	90,043	102,920
13 Eagle River Fire Protection District	8.205	94,497	91,431	108,026	154,746	135,189	141,327	164,667	184,840	211,273
14 Eagle River Water and Sanitation District	0.852	11,648	11,270	10,973	15,718	14,038	14,675	17,099	19,194	21,938
15 Eagle County Health Services District	2.008	25,310	24,489	23,222	33,266	33,085	34,587	40,299	45,236	51,705
16 Colorado River Water Conservancy District	0.243	3,028	2,929	2,910	4,169	4,004	4,186	4,877	5,474	6,257
17 Eagle County Library District	2.750	34,406	33,289	31,630	45,310	45,310	47,367	55,190	61,951	70,810
18 Avon Station (Net of Rebates)		35,425	63,612	45,955	39,208	39,208	39,000	39,000	39,000	39,000
19 Abatements and Other		-	3,046	2,137	-	1,298	-	-	-	-
<b>20 TOTAL URA OVERLAPPING MILL LEVIES &amp; TAXES</b>	<b>58.650</b>	<b>777,837</b>	<b>784,986</b>	<b>756,471</b>	<b>1,053,955</b>	<b>1,006,846</b>	<b>1,000,832</b>	<b>1,159,682</b>	<b>1,296,971</b>	<b>1,476,865</b>
21 BOND PROCEEDS	6,825,000	-	-	-	-	3,000,000	-	-	-	-
22 INTEREST EARNINGS	2,560	5,312	3,617	4,712	3,769	4,712	7,853	9,424	9,424	9,424
<b>23 TOTAL REVENUES</b>	<b>7,605,397</b>	<b>790,298</b>	<b>760,088</b>	<b>1,058,667</b>	<b>1,010,615</b>	<b>4,005,543</b>	<b>1,167,535</b>	<b>1,306,394</b>	<b>1,486,288</b>	<b>1,486,288</b>
<b>EXPENDITURES</b>										
<b>24 ANNUAL DEBT SERVICE - 2013 TIF</b>										
25 Principal Payment on December 1	6,295,000	305,000	320,000	410,000	410,000	395,000	410,000	425,000	440,000	455,000
26 Interest On June 1 and December 31	184,111	239,573	229,504	218,240	218,240	203,808	189,904	175,472	160,512	145,024
<b>27 ANNUAL DEBT SERVICE - 2016 TIF</b>										
27 Principal	-	-	-	-	-	150,000	165,000	170,000	180,000	185,000
28 Interest On June 1 and December 31	-	-	-	-	-	78,761	82,179	77,327	72,530	66,092
29 Bond Issuance Costs	133,330	-	-	-	-	90,000	-	-	-	-
30 Fiscal Agent Fee	1,600	-	300	1,000	500	500	500	500	500	500
31 Treasurers Fees	23,859	29,757	28,499	31,620	39,200	39,000	43,080	51,630	57,330	57,330
<b>32 TOTAL DEBT SERVICE</b>	<b>6,637,900</b>	<b>574,330</b>	<b>578,303</b>	<b>660,860</b>	<b>667,940</b>	<b>957,069</b>	<b>890,663</b>	<b>899,929</b>	<b>910,872</b>	<b>908,946</b>
33 GENERAL AND ADMINISTRATIVE COSTS	-	-	-	950	5,450	3,450	3,450	1,000	1,000	1,000
34 CAPITAL IMPROVEMENTS	33,986	-	-	-	32,603	-	-	-	-	-
35 TRANSFER OUT TO TOWN CENTER WEST MAINTENANCE FUND	275,000	200,000	100,000	50,000	50,000	-	-	-	-	-
36 TRANSFER OUT TO CAPITAL PROJECTS FUND	-	700,000	-	500,000	-	2,900,000	-	-	-	-
<b>37 TOTAL EXPENDITURES</b>	<b>6,946,886</b>	<b>1,474,330</b>	<b>678,303</b>	<b>1,211,810</b>	<b>755,993</b>	<b>3,860,519</b>	<b>894,113</b>	<b>900,929</b>	<b>911,872</b>	<b>909,946</b>
<b>38 EXCESS REVENUES OVER EXPENDITURES</b>	<b>658,511</b>	<b>(684,032)</b>	<b>81,785</b>	<b>(153,143)</b>	<b>254,622</b>	<b>145,024</b>	<b>273,422</b>	<b>405,465</b>	<b>574,416</b>	<b>576,342</b>
<b>39 BEGINNING FUND BALANCE</b>	<b>852,519</b>	<b>1,511,030</b>	<b>826,178</b>	<b>857,941</b>	<b>907,963</b>	<b>1,162,585</b>	<b>1,307,610</b>	<b>1,581,031</b>	<b>1,986,497</b>	<b>2,560,913</b>
<b>40 ENDING FUND BALANCE</b>	<b>\$ 1,511,030</b>	<b>\$ 826,998</b>	<b>\$ 907,963</b>	<b>\$ 704,798</b>	<b>\$ 1,162,585</b>	<b>\$ 1,307,610</b>	<b>\$ 1,581,031</b>	<b>\$ 1,986,497</b>	<b>\$ 2,560,913</b>	<b>\$ 3,137,255</b>
<b>Committed Funds:</b>										
41 - Bond Reserve 2013 TIF	628,240	628,240	628,240	628,240	628,240	628,240	628,240	628,240	628,241	628,241
42 - Bond Reserve 2016 TIF	-	-	-	-	-	-	-	-	-	-
43 - Capital Improvements	598,000	-	-	-	-	-	-	-	-	-
44 Unreserved	284,790	198,758	279,723	76,558	534,345	679,370	952,791	1,358,257	1,932,672	2,509,014
<b>45</b>	<b>\$ 1,511,030</b>	<b>\$ 826,998</b>	<b>\$ 907,963</b>	<b>\$ 704,798</b>	<b>\$ 1,162,585</b>	<b>\$ 1,307,610</b>	<b>\$ 1,581,031</b>	<b>\$ 1,986,497</b>	<b>\$ 2,560,913</b>	<b>\$ 3,137,255</b>



Landscape Architecture  
& Construction  
\* Design  
\* Landscaping

\* Irrigation  
\* Water Features  
\* Maintenance  
\* Snow Removal



Vail 970-748-8461, Fax 970-827-5490 Denver 303-680-7536 Aspen 970-710-1672  
P.O. Box 480, Eagle, CO 81631  
www.rmcl-usa.com

AVON HOTEL  
130 W Beaver Creek Boulevard  
Avon, Co 81620

Lot G/WBCB/SKIER BLDG

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Total Bid</u>
<b>DECIDUOUS TREES</b>			
Bigtooth Maple Single Stem	2 1/2 inch	3	\$1,980.39
Nursery Grown Quaking Aspen	3 inch	1	\$434.76
Thornless Cockspur Hawthorne Single Stem	2 1/2 inch	2	\$1,111.64
<b>CONIFEROUS TREES</b>			
White Fir	6 foot	2	\$1,057.63
Fat Albert Blue Spruce	8 foot	1	\$839.04
Fat Albert Blue Spruce	10 foot	1	\$1,183.46
Bristlecone Pine	6 foot	1	\$751.11
<b>MACHINERY</b>			
Skidster	hours	5	\$401.14
Mini-x	hours	5	\$475.43
<b>SHRUBS</b>			
Beautybush	5 gallon	10	\$459.51
Amber Jubilee Ninebark	5 gallon	16	\$761.54
Big Tuna Mugo Pine (10 Gallon Available)	3' B & B	13	\$4,583.34
Japanese Barberry	5 gallon	3	\$192.14
Morden Sunrise Rose	5 gallon	10	\$558.21
Gold Flame Spirea	5 gallon	9	\$360.26
Albert Holden Lilac	15 gallon	7	\$1,293.60
<b>ORNAMENTAL GRASS</b>			
Karl Forester Feather Reed Grass	5 gallon	13	\$704.29
Blue Avena Grass	5 gallon	10	\$591.11
<b>PERENNIALS</b>			
Assorted Perennials Based on 575 sq ft	1 gallon	275	\$4,554.95
<b>SCREENED IMPORTED TOPSOIL</b>			
9 in. As Spec'd in all Planting Areas (4337 Sq Ft)	cu yds	120	\$9,033.94
<b>IRRIGATION</b>			
Irrigation Spray for Perennials	zones	1	\$1,718.44
Irrigation Drip	zones	2	\$3,946.89
<b>MISC.</b>			
Cedar Mulch/Soil Pep/ Compost In All Planted Areas	bags	220	\$3,433.92
Tree Stakes	5 foot	22	\$293.70
			\$40,720.46

**EXCLUSIONS**

- \*This price does not include repairs to existing landscape or irrigation due to demo.
- \*This price does not include sleeving or electrical for irrigation.
- \*This price does not include boulders.
- \*This price does not include a crane. If needed T and M charges will apply.



## **AVON URBAN RENEWAL AUTHORITY COMMISSIONERS REPORT**

**To:** Chairperson Jennie Fancher and URA Commissioners

**From:** Scott Wright, Treasurer

**Date:** December 13, 2016

**Re:** Resolution No. 16-04 – issuance of Tax Increment Bonds, Series 2017

---

### **Action Before the Commission**

Avon URA Resolution No. 16-04, authorizes the issuance of Tax Increment Revenue Bonds, Series 2017 (“Bonds”) in the amount of \$3,000,000 at a fixed interest rate of 2.9% for a term of fifteen year (15) years, for the purposes of: (1) providing project funds for the construction of improvements and renovations to the new Town Hall, and (2) the costs of issuance of the bonds.

### **Proposed Motion**

“Move to approve Resolution No. 16-04, a resolution of the Board of Commissioners of the Avon Urban Renewal Authority authorizing the issuance of the Avon Urban Renewal Authority, Tax Increment Revenue Bonds, Series 2017”.

### **Summary**

The key sections of the resolution are summarized as follows:

- Section 1 – defines the various terms used in the bond financing;
- Section 3 – ratifies all actions previously taken by the Board regarding the Bonds;
- Section 4 – authorizes the project within the parameters of the resolution;
- Section 5 – delegates the authorization of the Bonds and the execution and delivery of the Sale Certificate to the URA Chairman and/or the Executive Director.
- Section 6 – sets forth the details of the Bonds;
- Section 8 – establishes a lien on the pledged revenues;
- Section 15 – establishes accounts for the use of the pledged revenues;
- Section 16 – establishes how the accounts are to be administered and invested
- Section 17 – sets parameters as to the issuance of additional bonds
- Section 25 – approves the form of the Cooperation Agreement, the Paying Agent and Registrar Agreement, and the Project Fund Agreement and authorizes the execution by the Chairman and other officers of the Authority.



Closing on the Bonds is scheduled for January 5, 2017 with a pre-closing to be held on January 4, 2017, at the offices of Butler and Snow.

Dee Wisor from Butler and Snow will be in attendance at the Authority Board meeting to answer any questions that may arise during the presentation of the resolution.

**Exhibits and Attachments:**

Attachment A – Resolution No. 16-04, pages 1-44 and Exhibit A

Attachment B – Amortization Schedule

Attachment C – 2017 Cooperation Agreement, pages 1-7

Attachment D – Paying Agent and Registrar Agreement, pages 1-4

Attachment E – Project Fund Agreement, pages 1-8, and Exhibit A

# ATTACHMENT A

## AVON URBAN RENEWAL AUTHORITY

### RESOLUTION 16-04, SERIES OF 2016

#### **A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE AVON URBAN RENEWAL AUTHORITY AUTHORIZING THE ISSUANCE OF THE AVON URBAN RENEWAL AUTHORITY, TAX INCREMENT REVENUE BONDS, SERIES 2017.**

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE AVON URBAN RENEWAL AUTHORITY, COLORADO, THAT:

Section 1. Definitions. Terms used in this Resolution shall have the meanings specified in this Section for all purposes of this Resolution and of any Resolution amendatory hereof, supplemental hereto or relating hereto, and of any instrument or document appertaining hereto, except where the context by clear implication otherwise requires. All definitions include the singular and plural and include all genders. Certain terms are parenthetically defined elsewhere herein.

Act: Title 31, Article 25, Part 1, C.R.S., as amended.

Additional Bonds: one or more series of bonds or other securities or obligations authorized to be issued by the Authority pursuant to Sections 17 and 18 hereof and having a lien on all or a portion of the Pledged Revenues on a parity with the lien of the Bonds.

Authority: the Avon Urban Renewal Authority, a body corporate and politic duly organized and existing as an urban renewal authority under the laws of the State of Colorado.

Board: the Commissioners of the Authority.

Bond Account: the account by that name created by Section 15 hereof.

Bonds: the Authority's Tax Increment Revenue Bonds, Series 2017, authorized to be issued pursuant to this Resolution.

Business Day: a day on which banks located in the cities in which the principal offices of each of the Paying Agent and the Registrar are not required or authorized to be closed and on which the New York Stock Exchange is not closed.

Chairperson: the Chairperson of the Board.

## ATTACHMENT A

Commercial Bank: any depository for public funds permitted by the laws of the State for political subdivisions of the State which has a capital and surplus of \$10,000,000 or more, and which is located within the United States of America.

Costs of Issuance Account: the Costs of Issuance Account created in the Paying Agent Agreement and held by the Paying Agent.

County: Eagle County, Colorado.

C.R.S.: Colorado Revised Statutes, as amended.

Escrow Agent: Alpine Bank, its successors and assigns, as escrow agent under the Project Fund Agreement.

Executive Director: the Executive Director of the Authority.

Federal Securities: only direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or ownership interests in any of the foregoing) and which are not callable prior to their scheduled maturities by the issuer thereof (or an ownership interest in any of the foregoing).

Fiscal Year: the twelve months commencing on the first day of January of any calendar year and ending on the thirty-first day of December of such calendar year or such other twelve-month period as may from time to time be designated by law as the Fiscal Year of the Authority.

Maximum Annual Debt Service Requirement: the maximum amount of all required payments of principal and interest on the Outstanding Bonds, Outstanding Parity Bonds, and any proposed Additional Bonds which will become due in any Fiscal Year.

Moral Obligation Resolution: the resolution adopted by the Town Council expressing its present intent, in each year the Bonds are outstanding, to lend additional moneys to the Authority by making payments into the Bond Account to the extent there are insufficient Pledged Revenues to make such deposits when due.

Outstanding: as of any date of calculation, all Bonds, Parity Bonds or Additional Bonds theretofore executed, issued and delivered by the Authority except:

- (a) Bonds, Parity Bonds or Additional Bonds theretofore cancelled by the Authority, the Registrar or the Paying Agent, or surrendered to the Authority, the Registrar or the Paying Agent for cancellation;

## ATTACHMENT A

(b) Bonds, Parity Bonds or Additional Bonds in lieu of or in substitution for which other Bonds, Parity Bonds or Additional Bonds shall have been executed, issued and delivered by the Authority and authenticated by the Registrar unless proof satisfactory to the Registrar is presented that any such Bonds, Parity Bonds or Additional Bonds are duly held by the lawful Registered Owners thereof; or

(c) Bonds, Parity Bonds or Additional Bonds deemed to have been paid as provided in Section 20 hereof or any similar provision of a Resolution authorizing the issuance of the Parity Bonds or Additional Bonds.

For purposes of this definition, the terms Registrar and Paying Agent shall include a registrar or paying agent for any Parity Bonds or Additional Bonds.

Owner or Registered Owner: the Registered Owner of any Bond as shown on the registration books kept by the Registrar, and, where the context so requires, the Registered Owner of any Parity Bond or Additional Bond as shown on the registration books kept by the registrar for such bonds.

Parity Bonds: collectively, the 2013 Bonds and Additional Bonds hereafter issued.

Paying Agent: UMB Bank, n.a., or its successors and assigns.

Paying Agent Agreement: the Registrar and Paying Agent Agreement between the Authority and the Registrar with respect to the Bonds.

Permitted Investment: any investment or deposit permitted by the laws of the State.

Person: any individual, firm, partnership, corporation, company, association, joint-stock association or body politic; and the term includes any trustee, receiver, assignee or other similar representative thereof.

Pledged Property Tax Revenues: for each Fiscal Year, that portion of the ad valorem property taxes produced by the levies at the rates fixed each year by or for the governing bodies of the various taxing jurisdictions within or overlapping the Urban Renewal Project Area upon that portion of the valuation for assessment of all taxable property within the Urban Renewal Project Area which is in excess of the Property Tax Base Amount, provided, however, that such amount shall be reduced by any lawful collection fee charged by the County and further provided, that the following shall be specifically excluded from the foregoing:

## ATTACHMENT A

(a) tax increment revenues required to be remitted by the Authority to the Confluence Metropolitan District pursuant to the Avon Station/Confluence IGA; and

(b) if authorized and approved by the Authority, ad valorem property taxes produced by a mill levy of any special district formed after May 28, 2009 pursuant to Title 32, Article 1, Colorado Revised Statutes, which mill levy is in addition to, and not a replacement for, property taxes levied by taxing entities in existence as of May 28, 2009.

### Pledged Revenues:

(a) Pledged Property Tax Revenues;

(b) all amounts held in the Revenue Fund and the Bond Fund, together with investment earnings thereon;

(c) all amounts held in the Project Fund, together with investment earnings thereon pursuant to the Project Fund Agreement; and

(d) all other legally available moneys which the Town or the Authority determines, in its sole discretion, to deposit in the Revenue Fund or the Bond Account.

Principal Operations Office: the principal operations office of the Registrar and Paying Agent.

Project: the project constructed, acquired and installed with the net proceeds of the Bonds, consisting generally of the improvements and renovations to the new Town Hall located at Mountain Vista Resort Subdivision, Lot 4-140 Mikaela Way in the Town.

Project Costs: all costs and expenses to be incurred in connection with the Project, and the reimbursement to the Authority for all costs and expenses heretofore incurred by the Authority prior to the completion date of such Project (except as otherwise provided below), including, without limitation:

(a) the purchase price, and other costs incurred in connection with the purchase, of property or obtaining, or confirming, the title thereto;

(b) obligations incurred or assumed for labor, materials and equipment;

(c) the cost of performance and payment bonds and of insurance of all kinds (including, without limitation, title and liability insurance) that may be necessary or appropriate;

## ATTACHMENT A

(d) the costs of engineering, architectural and other professional and technical services, including obligations incurred or assumed for preliminary design and development work, test borings, surveys, estimates, plans and specifications;

(e) administrative costs related to the Project incurred prior to the date of its completion, including supervision of the construction, acquisition, renovation and installation as well as the performance of all of the other duties required by or consequent from the Project, including, without limitation, costs of preparing and securing all project documents, architectural, engineering and other professional and technical fees, legal fees and expenses, appraisal fees, independent inspection fees, auditing fees and advertising expenses in connection with the Project;

(f) all costs which are considered to be a part of the costs of the Project in accordance with generally accepted accounting principles;

(g) interest on the Bonds issued to finance the Project through its date of completion, to the extent the other moneys in the Bond Account are not sufficient to pay such interest; and

(h) the actual costs incurred by the Authority in acquiring any property or making any improvements for which moneys are transferred to the Authority.

Project Fund: the Project Fund created pursuant to the Project Fund Agreement.

Project Fund Agreement: the Project Fund Agreement dated the date of issuance of the Bonds, between the Authority and the Escrow Agent.

Property Tax Base Amount: the amount certified by the County Assessor as the valuation for assessment of all taxable property within the Urban Renewal Project Area last certified by the County Assessor prior to the adoption of the Urban Renewal Plan; provided, however, that in the event of a general reassessment of taxable property in the Urban Renewal Project Area, the valuation for assessment of taxable property within the Urban Renewal Project Area shall be proportionately adjusted in accordance with such general reassessment in the manner required by the Act.

Purchaser: Alpine Bank, its successors and assigns.

Rebate Account: the account by that name created by Section 15 hereof.

Registrar: UMB Bank, n.a., or its successors and assigns.

## ATTACHMENT A

Regular Record Date: the fifteenth (15<sup>th</sup>) day of the calendar month next preceding each interest payment date for the Bonds (other than a special interest payment date hereafter fixed for the payment of defaulted interest).

Resolution: this Resolution of the Authority, which provides for the issuance and delivery of the Bonds.

Revenue Fund: the special fund by that name created by the 2013 Bond Resolution and described in Section 15 hereof.

Sale Certificate: the certificate executed by the Chairperson or Executive Director dated on or before the date of delivery of the Bonds, setting forth those determinations that may be delegated to such officials pursuant to Section 11-57-205(1) of the Supplemental Act, subject to the parameters and restrictions contained in Section 6 hereof.

Special Record Date: a special date fixed to determine the names and addresses of registered owners for purposes of paying interest on a special interest payment date for the payment of defaulted interest, all as further provided in Section 6 hereof.

State: the State of Colorado.

Supplemental Act: the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S.

Tax Code: the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and any regulations promulgated thereunder.

Term Bonds: Bonds that are payable on or before their specified maturity dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

Town: the Town of Avon, Colorado.

Town Council: the Town Council of the Town.

Town Manager: the Town Manager of the Town.

Town Payment: any payment made by the Town and deposited into the Bond Account pursuant to the Moral Obligation Resolution.

Trust Bank: a Commercial Bank which is authorized to exercise and is exercising trust powers.

Urban Renewal Plan: the Urban Renewal Plan known as the “Town Center West Area Urban Renewal Plan” duly adopted by the Town Council of the Town pursuant to

## ATTACHMENT A

Resolution No. 07-27, Series of 2007, on August 14, 2007, and as amended pursuant to Resolution No. 15-21, Series of 2015, on November 10, 2015, for the purpose of approving the Town Center West Area Urban Renewal Project.

Urban Renewal Project Area: the area legally described in Section 1.2.1 of the Urban Renewal Plan.

2013 Bond Resolution: Resolution No. 13-03, Series of 2013, of the Authority, which authorized the issuance and delivery of the 2013 Bonds.

2013 Bonds: the Authority's Tax Increment Revenue Bonds, Series 2013, issued in the aggregate original principal amount of \$6,825,000, as authorized by the 2013 Bond Resolution.

2017 Cooperation Agreement: the 2017 Cooperation Agreement between the Town and the Authority.

### Section 2. Recitals.

A. The Authority is an urban renewal authority and body corporate and politic duly organized and existing under the Act.

B. The Authority was organized by the Town pursuant to the Act as an urban renewal authority for the purposes of the Act, including the improvement of the Urban Renewal Project Area.

C. The Urban Renewal Plan has been approved by the Town Council and includes the provision for the division of property taxes authorized by Section 31-25-107(9) C.R.S.

D. In order to finance the Project Costs and pay the costs of issuance of the Bonds, the Authority desires to issue the Bonds.

E. The Pledged Revenues may be pledged lawfully and irrevocably for the payment of the Bonds.

F. Pursuant to the 2013 Bond Resolution, the Authority previously issued the 2013 Bonds and the 2013 Bonds are payable from and have a lien on the Pledged Property Tax Revenues.

G. The 2013 Bond Resolution provides that, subject to certain conditions set forth in the 2013 Bond Resolution, the Authority may issue Additional Bonds payable from and



## ATTACHMENT A

constituting a lien upon the Pledged Revenues (as defined in the 2013 Bond Resolution) on a parity with the lien of the 2013 Bonds.

H. The Authority has determined that the conditions precedent to the issuance of Additional Bonds as set forth in the 2013 Bond Resolution have been met.

I. The Authority has determined that the Bonds will be issued with a lien on the Pledged Property Tax Revenues that is on a parity with the lien thereon of the outstanding 2013 Bonds.

J. The Authority has received an offer from the Purchaser for the purchase of the Bonds for the purpose of defraying in whole or in part the Project Costs and the costs of issuing the Bonds.

K. The Board desires to cause the Bonds to be issued, to authorize and direct the application of the proceeds thereof as set forth herein and in the Project Fund Agreement, and to provide security for the payment thereof, all in the manner hereinafter set forth and in the Project Fund Agreement.

L. The Bonds shall be issued pursuant to the provisions of the Constitution and laws of the State, including the Act and the Supplemental Act, this Resolution, and all other laws thereunto enabling.

M. There are on file in the Authority offices the proposed forms of the following documents: (i) 2017 Cooperation Agreement; (ii) the Paying Agent Agreement; (iii) the Project Fund Agreement; and (iv) the Moral Obligation Resolution.

Section 3. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and other officers of the Authority in the pledging of the Pledged Revenues (to the extent described herein), the construction, acquisition and installation of the Project, and the selling and issuing of the Bonds for those purposes are hereby ratified, approved and confirmed.

Section 4. Authorization of Project. The Board hereby finds and determines, pursuant to the Constitution, the laws of the State of Colorado and the Act, that the financing of the Project in accordance with the parameters set forth in this Resolution and pursuant to the terms and provisions set forth in the Sale Certificate and the Project Fund Agreement, is necessary, convenient and in furtherance of the Authority's purposes and the Board hereby authorizes and approves the same.

## ATTACHMENT A

Section 5. Authorization of Bonds; Delegation. In accordance with the Constitution and laws of the State, including the Act and the Supplemental Act, and the provisions of this Resolution, and for the purpose of defraying the Project Costs and the costs of issuing the Bonds, there hereby are authorized to be issued the “Avon Urban Renewal Authority, Tax Increment Revenue Bonds, Series 2017”. The Bonds shall be issued in the aggregate principal amount approved by the Chairperson or Executive Director and set forth in the Sale Certificate, subject to the parameters and restrictions contained in this Resolution, and shall be payable and collectible, both as to principal and interest, from the Pledged Revenues.

Section 11-57-204 of the Supplemental Act provides that a public entity, including the Authority, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Board hereby elects to apply all of the Supplemental Act to the Bonds.

Either the Chairperson or the Executive Director are hereby independently authorized and directed to execute and deliver the Sale Certificate and to make and approve the final determinations contained therein, subject to the parameters and restrictions of this Resolution.

Section 6. Bond Details. The Bonds shall be sold at the price indicated in the Sale Certificate, shall be issued in fully registered form (i.e., registered as to payment of both principal and interest), and shall be initially registered in the name of the Purchaser thereof. The Bonds shall be issued in denominations of \$5,000 or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on any maturity date and no individual Bond may be issued for more than one maturity and interest rate); provided, however, that Term Bonds may be issued subject to annual sinking fund payments. The Bonds shall be dated as of their date of delivery. The Bonds shall be numbered in the manner determined by the Registrar.

Interest on the Bonds shall be calculated on the basis of a 360-day year and actual number of days elapsed in the applicable period, payable June 1 and December 1, commencing on the date specified in the Sale Certificate.

The Bonds shall mature, bear interest from their date to maturity, and be sold, as provided in the Sale Certificate: provided that: (i) the aggregate principal amount of the Bonds

## ATTACHMENT A

shall not exceed \$3,000,000; (ii) the interest rate on the Bonds shall not exceed 2.90% per annum; and (iii) the Bonds shall mature no later than December 1, 2031.

The principal of and premium, if any, on any Bond, shall be payable to the Registered Owner thereof as shown on the registration books kept by the Registrar upon maturity or prior redemption of the Bonds, upon presentation and surrender at the Principal Operations Office. If any Bond shall not be paid upon such presentation and surrender at maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full.

Notwithstanding anything in this Resolution to the contrary, in the event that the Bonds are issued as a single Term Bond and the Purchaser is the sole Registered Owner of the Bond, the Purchaser shall not be required to present and surrender the Bond to the Paying Agent to receive payment in connection with a mandatory sinking fund redemption. Except in the case of a transfer of the Bond, the Purchaser shall be required to present and surrender the Bond to the Paying Agent only on the final maturity date of the Bond. On each mandatory sinking fund redemption date, the Bond shall be partially redeemed by payment to the Purchaser of the amount set forth in the mandatory sinking fund schedule in the Bond and the Sale Certificate, and such redemption shall be noted by the Purchaser on the prepayment panel attached to the Bond. By acceptance of the Bond as a single Term Bond, the Purchaser shall be deemed to have agreed to make a notation on the Bond on the prepayment panel attached thereto upon the receipt of all mandatory sinking fund payments.

Payment of interest on any Bond shall be made to the Registered Owner thereof by check, draft or wire, sent by the Paying Agent, on or before each interest payment date (or, if such interest payment date is not a Business Day, on or before the next succeeding Business Day), to the Registered Owner thereof at his or her address as it last appears on the registration books kept by the Registrar on the Record Date; but, any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Registered Owner thereof on the Record Date and shall be payable to the Person who is the Registered Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of such defaulted interest shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Registered Owners not less than ten days prior to the Special Record Date by first-class mail to each such Registered Owner as shown on

## ATTACHMENT A

the Registrar's registration books on a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest.

The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Registered Owner of such Bond and the Paying Agent (provided, however, that the Authority shall not be required to make funds available to the Paying Agent prior to the dates specified in the Paying Agent Agreement). All such payments shall be made in lawful money of the United States of America, without deduction for services of the Registrar or Paying Agent.

### Section 7. Prior Redemption.

A. The Bonds will be subject to redemption prior to maturity at the option of the Authority as set forth in the Sale Certificate.

B. The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times and in the amounts set forth in the Sale Certificate, at a redemption price equal to 100% of the principal amount so redeemed plus accrued interest thereon to the date fixed for redemption. On or before the thirtieth day prior to each sinking fund payment date, the Registrar will proceed to call the Term Bonds (or any Term Bond or Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next December 15, and give notice of such call without further instruction or notice from the Authority.

At its option, to be exercised on or before the sixtieth day next preceding each sinking fund redemption date, the Authority may (a) deliver to the Registrar for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired or (b) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Registrar at the principal amount thereof on the obligation of the Authority on such sinking fund redemption date and the principal amount of Term Bonds to be redeemed by operation of such sinking fund on such date will be accordingly reduced. The Authority will on or before the sixtieth day next preceding each sinking fund redemption date furnish the Registrar

## ATTACHMENT A

with its certificate indicating whether or not and to what extent the provisions of (a) and (b) above are to be availed with respect to such sinking fund payment.

C. In the case of Bonds in a denomination larger than \$5,000, a portion of such Bonds (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, without charge to the Owner of such Bonds, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

D. Notice of any redemption shall be given by the Paying Agent in the name of the Authority by sending a copy of such notice by first-class mail, postage prepaid, not more than 60 days and not less than 30 days prior to the redemption date to the Registered Owner of any Bond all or a portion of which is called for redemption at his or her address as it last appears on the registration books kept by the Registrar. Failure to give such notice by mailing to the Registered Owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bonds.

All official notices of redemption shall be dated and shall state:

- (i) the redemption date;
- (ii) the redemption price;
- (iii) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds (and, in the case of partial redemption, the respective principal amounts and interest rate) to be redeemed;
- (iv) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and
- (v) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Operations Office of the Paying Agent or such other office as shall be designated by the Paying Agent.

On or prior to any redemption date, the Authority shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all of the Bonds or portions of Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Authority shall

## ATTACHMENT A

default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same maturity and interest rate in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

Notwithstanding the provisions of this Section, any notice of optional redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

Section 8. Lien on Pledged Revenues; Special Obligations. The Pledged Revenues are hereby irrevocably pledged to the punctual payment of the debt service requirements of the Bonds. The Bonds shall be payable from and shall constitute an irrevocable first lien (but not necessarily an exclusive first lien), on the Pledged Revenues. Except as hereinafter provided, the Bonds, the Parity Bonds and any Additional Bonds are equitably and ratably secured by a pledge of and lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of the Bonds, any Parity Bonds and any such Additional Bonds, it being the intention of the Board that there shall be no priority among the Bonds, any Parity Bonds, and any Additional Bonds. Notwithstanding the foregoing, however, that portion of the Pledged Revenues that consists of moneys in the Project Fund and the Bond Account shall secure only the Bonds and shall not secure any Parity Bonds or Additional Parity Bonds.

The Registered Owner or Owners of the Bonds may not look to any general or other fund of the Authority or the Authority for the payment of the principal of and interest on the Bonds, except the designated special funds and accounts pledged therefor. The Bonds shall not constitute an indebtedness nor a debt within the meaning of any constitutional, charter or statutory provision or limitation; nor shall they be considered or held to be general obligations of

## ATTACHMENT A

the Authority. The Bonds shall not constitute an indebtedness of the State of Colorado or of any county, municipality, or public body of said state other than the Authority and shall not be subject to the provisions of any other law or of the charter of any municipality relating to the authorization, issuance, or sale of bonds.

Additional Bonds may have a lien on the Pledged Property Tax Revenues on a parity with the lien thereon of the Bonds even if no reserve fund is established for such Additional Bonds or a reserve fund is established but with a different requirement as to the amount of moneys (or the value of a reserve fund insurance policy with respect to such Additional Bonds) required to be on deposit therein or the manner in which such reserve fund is funded or the period of time over which such reserve fund is funded.

Moneys on deposit in the Rebate Account are not pledged to the payment of the Bonds and do not constitute Pledged Revenues hereunder.

Section 9. Form of Bonds. The Bonds shall be in substantially the following form, with such appropriate variations, omissions and insertions as may be required by the circumstances, or as may be required or permitted by this Resolution or the Sale Certificate executed in accordance with the provisions of this Resolution:

[The remainder of this page intentionally left blank.]

**ATTACHMENT A**

(Form of Bond)

UNITED STATES OF AMERICA  
STATE OF COLORADO  
COUNTY OF EAGLE

AVON URBAN RENEWAL AUTHORITY  
TAX INCREMENT REVENUE BOND  
SERIES 2017

R-\_\_\_\_\_ \$\_\_\_\_\_

INTEREST RATE      MATURITY DATE      DATED DATE

\_\_\_\_\_%

REGISTERED OWNER:

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The Avon Urban Renewal Authority (the ‘Authority’), a public body corporate and politic duly organized and existing as an urban renewal authority under the laws of the State of Colorado, for value received, promises to pay to the registered owner specified above, or registered assigns, solely from the special funds provided therefor, the principal amount specified above, on the maturity date specified above, and to pay from said sources interest thereon on the June 1 and December 1 of each year, commencing on June 1, 2017, at the interest rate per annum specified above, until the principal sum is paid or payment has been provided therefor. This bond will bear interest from the most recent interest payment date to which interest has been paid or provided for, or, if no interest has been paid, from the date of this bond. The principal of this bond is payable upon presentation and surrender hereof (except as otherwise provided in the Bond Resolution) to the Authority’s registrar and paying agent (the “Registrar” or the “Paying Agent”), initially UMB Bank, n.a., at its principal operations office located in Kansas City, Missouri. Interest on this bond will be paid on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), by check or draft mailed to the person in whose name this bond is registered (the “registered owner”) in the registration records of the Authority maintained by the Registrar at its principal



## ATTACHMENT A

operations office and at the address appearing thereon at the close of business on the fifteenth (15<sup>th</sup>) day of the calendar month next preceding such interest payment date (the “Regular Record Date”). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner hereof at the close of business on the Regular Record Date and shall be payable to the person who is the registered owner hereof at the close of business on a special record date for the payment of any defaulted interest (the “Special Record Date”). Such Special Record Date shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owners of the bonds of the series of which this is one (the “Bonds”) not less than ten days prior to the Special Record Date. Alternative means of payment of interest may be used if mutually agreed to between the registered owner of any Bond and the Paying Agent, as provided in the Resolution of the Authority authorizing the issuance of the Bonds (the “Bond Resolution”). All such payments shall be made in lawful money of the United States of America without deduction for the services of the Paying Agent or Registrar. Terms not otherwise defined herein shall have the meanings ascribed to them in the Bond Resolution. The Bonds are subject to redemption prior to maturity as provided in the Sale Certificate.

The Bonds are issued in fully registered form, in denominations equal to the principal amount of the Bonds maturing on each maturity date. Subject to the aforementioned restriction, the Bonds are transferable only as set forth in the Bond Resolution.

The Authority and the Registrar and Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of making payment and for all other purposes, except to the extent otherwise provided hereinabove and in the Bond Resolution with respect to Regular and Special Record Dates for the payment of interest.

The Bonds are authorized for the purpose of defraying wholly or in part the Project Costs, for the payment of costs and expenses incidental thereto and to the issuance of the Bonds, all under the authority of and in full conformity with the Constitution and laws of the State of Colorado, including the Act, and pursuant to the Bond Resolution duly adopted, published and made a law of the Authority, all prior to the issuance of this bond. The Bonds are also issued pursuant to the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, of the Colorado Revised Statutes, as amended (the “Supplemental Act”). Pursuant to

## ATTACHMENT A

Section 11-57-210 of the Supplemental Act, this recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

The Bonds do not constitute a debt or an indebtedness of the Authority within the meaning of any applicable charter, constitutional or statutory provision or limitation. This bond shall not be considered or held to be a general obligation of the Authority, and is payable from, and constitutes a pledge of and an irrevocable first lien (but not an exclusive first lien) on the Pledged Revenues, all as more specifically provided in the Bond Resolution.

Except as otherwise specified in the Bond Resolution, this bond is entitled to the benefits of the Bond Resolution equally and ratably both as to principal and interest with all other Bonds issued and to be issued under the Bond Resolution, to which reference is made for a description of the rights of the Owners of the Bonds and the rights and obligations of the Authority. Reference is made to the Bond Resolution for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds, the receipt and disposition of the Pledged Revenues, the nature and extent of the security, the terms and conditions under which Additional Bonds payable from the Pledged Revenues may be issued, the rights, duties and obligations of the Authority, and the rights of the Owners of the Bonds; and by the acceptance of this bond the registered owner hereof assents to all provisions of the Bond Resolution.

This bond must be registered in the name of the registered owner as to both principal and interest on the registration records kept by the Registrar at its Principal Operations Office in conformity with the provisions stated herein and endorsed herein and subject to the terms and conditions set forth in the Bond Resolution. No transfer of this bond shall be valid unless made in accordance with the restrictions set forth herein and in the Bond Resolution and on the registration records maintained at the Principal Operations Office of the Registrar by the registered owner or his attorney duly authorized in writing.

For the purpose of Section 265(b)(3)(B) of the Tax Code, the Authority has designated the Bonds as qualified tax-exempt obligations.

Each Owner of this bond, by its acceptance of this bond, acknowledges that this Bond is not being registered under the Securities Act of 1933, as amended, and is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, that as of the date of original issuance thereof, this Bond will carry no rating from any rating

**ATTACHMENT A**

service and that such Owner will be deemed to have agreed to be bound by the provisions of this paragraph.

It is further certified and recited that all the requirements of law have been fully complied with by the proper Authority officers in the issuance of this bond.

This bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication herein.

IN WITNESS WHEREOF, the Avon Urban Renewal Authority has caused this Bond to be executed in its name by the signature of its Chairperson and its corporate seal to be hereunto impressed or imprinted hereon and attested by the signature of its Executive Director/Secretary.

[AUTHORITY'S SEAL]

AVON URBAN RENEWAL  
AUTHORITY

Attest:

By: \_\_\_\_\_  
Chairperson, Board of Commissioners

By: \_\_\_\_\_  
Executive Director/Secretary

(End of Form of Bond)

**ATTACHMENT A**

(Form of Registrar's Certificate of Authentication)

This is one of the Bonds described in the within-mentioned Bond Resolution, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

Date of Authentication  
and Registration: \_\_\_\_\_

UMB BANK, N.A.

By: \_\_\_\_\_  
Authorized Officer

(End of Form of Registrar's Certificate of Authentication)

**ATTACHMENT A**

(Form of Assignment)

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within bond and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney, to transfer the same on the registration records of the Registrar, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

Signature Guaranteed By:

\_\_\_\_\_  
(Firm or Bank)

Authorized Signature

Name and Address of transferee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Social Security or other tax  
identification number of transferee:

\_\_\_\_\_

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

**TRANSFER FEES MAY BE CHARGED**

(End of Form of Assignment)

## ATTACHMENT A

Section 10. Negotiability. Subject to the registration provisions hereof, the Bonds shall be fully negotiable and shall have all of the qualities of negotiable paper, and the Owner or Owners thereof shall possess all of the rights enjoyed by the holders or owners of negotiable instruments under the provisions of the Uniform Commercial Code-Investment Securities. The principal of and interest on the Bonds shall be paid, and the Bonds shall be transferable, free from and without regard to any equities between the Authority and the original or any intermediate owner of any Bonds or any setoffs or cross-claims.

Section 11. Execution. The Bonds shall be executed in the name and on behalf of the Authority by the signature of the Chairperson, shall be sealed with a manual or facsimile impression of the seal of the Authority and attested by the signature of the Executive Director/Secretary. Each Bond shall be authenticated by the manual signature of an authorized officer or employee of the Registrar as hereinafter provided. The signatures of the Chairperson and the Executive Director/Secretary may be by manual or facsimile signature. The Bonds bearing the manual or facsimile signatures of the officers in office at the time of the authorization thereof shall be the valid and binding obligations of the Authority (subject to the requirement of authentication by the Registrar as hereinafter provided), notwithstanding that before the delivery thereof and payment therefor or before the issuance of the Bonds upon transfer, any or all of the persons whose manual or facsimile signatures appear thereon shall have ceased to fill their respective offices. The Chairperson and the Executive Director/Secretary shall, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures any facsimiles thereof appearing on the Bonds. At the time of the execution of the signature certificate, the Chairperson and the Executive Director/Secretary may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form provided, has been duly manually executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by the Registrar if manually signed by an authorized officer or employee of the Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds initially

delivered pursuant to this Resolution, the Registrar shall be deemed to have assented to the provisions of this Resolution.

Section 12. Registration and Transfer.

A. The Bonds shall initially be issued in the form of certificated, fully registered Bonds issued to the Purchaser. Records for the registration and transfer of the Bonds shall be kept by the Registrar, which is hereby appointed by the Authority as registrar (*i.e.*, transfer agent) for the Bonds. Upon the surrender for transfer of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar shall enter such transfer on the registration records and shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same interest rate and maturity, bearing a number or numbers not previously assigned. The Registrar may impose reasonable charges in connection with such transfers of Bonds, which charges (as well as any tax or other governmental charge required to be paid with respect to such transfer) shall be paid by the registered owner requesting such transfer.

B. The person in whose name any Bond shall be registered on the registration records kept by the Registrar shall be deemed and regarded as the absolute Owner thereof for the purpose of making payment thereof and for all other purposes; except as may be otherwise provided in Section 6 hereof with respect to payment of interest; and, subject to such exception, payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it and the Authority may reasonably require, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed, or mutilated Bond shall have matured or is about to become due and payable, the Registrar may direct the Paying Agent to pay such Bond in lieu of replacement.

## ATTACHMENT A

D. The officers of the Authority are authorized to deliver to the Registrar fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar pending use as herein provided.

E. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar in accordance with the customary practices of the Registrar or Paying Agent and applicable retention laws.

Section 13. Reserved.

Section 14. Delivery of Bonds and Disposition of Proceeds. When the Bonds have been duly executed by appropriate Authority officers and authenticated by the Registrar, the Authority shall cause the Bonds to be delivered to the Purchaser thereof on receipt of the agreed purchase price. The Bonds shall be delivered in such denominations as the Purchaser thereof shall direct, subject in all respects to Section 6 hereof.

The proceeds of the Bonds shall be deposited promptly by the Authority and shall be accounted for in the following manner and are hereby pledged therefor, but the Purchaser of the Bonds or any subsequent Owner in no manner shall be responsible for the application or disposal by the Authority or any of its officers of any of the funds derived from the sale:

A. Proceeds of the Bonds shall be deposited to the Cost of Issuance Account in the amount set forth in the Sale Certificate and applied in accordance with the terms and provisions of the Paying Agent Agreement.

B. Proceeds of the Bonds shall be deposited in the Project Fund in the amount set forth in the Sale Certificate and used to pay Project Costs upon compliance with the terms and provisions of the Project Fund Agreement.

C. After payment of all Project Costs and costs of issuance of the Bonds, or after adequate provision therefor is made, any unexpended balance of the proceeds of the Bonds shall be deposited in the Bond Account and applied to the payment of the principal of and interest on the Bonds.

Section 15. Use of Pledged Revenues. Pursuant to the 2013 Bond Resolution, there was created a special fund of the Authority known as the “Avon Urban Renewal Authority Revenue Fund.” So long as any Bonds shall be Outstanding, either as to principal or interest, all



## ATTACHMENT A

Pledged Property Tax Revenues shall be immediately credited to the Revenue Fund and all moneys on deposit in the Revenue Fund shall be applied as described below:

A. Bond Account. First, from moneys on deposit in the Revenue Fund and concurrently on a pari passu basis with any payments required to be made to the bond account created by the 2013 Bond Resolution and any bond accounts created in connection with any Additional Bonds, there shall be credited to a special account held by the Authority, which is hereby created and designated as the “Avon Urban Renewal Authority, Tax Increment Revenue Bonds, Series 2017 Bond Account” (the “Bond Account”), the following amounts:

(i) Interest payments. No later than the fifteenth day of each month, commencing in the first month following the date of delivery of the Bonds, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next installment of interest on the Bonds coming due at the next interest payment date, and no later than the fifteenth day of each month thereafter, commencing in the month in which an interest payment date occurs, one-sixth of the amount necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next installment of interest on the Bonds then Outstanding.

(ii) Principal payments. No later than the fifteenth day of each month, commencing in the first month following the date of delivery of the Bonds, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next installment of principal of the Bonds coming due at maturity, and no later than the fifteenth day of each month thereafter, commencing in the month in which a principal payment date occurs, one-sixth of the amount necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next installment of principal of the Bonds coming due at maturity, or pursuant to Section 7 hereof, if any.

If prior to any interest payment date or principal payment date there has been accumulated in the Bond Account the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in subsection (1) or (2) (whichever is applicable) of this subsection, may be appropriately reduced; but the required

## ATTACHMENT A

monthly amounts shall again be so credited to such account commencing on such interest payment date or principal payment date.

A similar bond account shall be created for any series of Additional Bonds and payments into such account shall be made contemporaneously with and have the same priority as payments into the Bond Account created hereunder.

The moneys in the Bond Account shall be used only to pay the principal of, prior redemption premium if any, and interest on the Bonds as the same become due, and shall not be applied to the payment of Parity Bonds or Additional Bonds.

If, in any month, there are insufficient moneys on deposit in the Revenue Fund to make the payments into the Bond Account in the amounts set forth above, or if the Executive Director anticipates that there will be a deficiency in moneys on deposit in the Revenue Fund to make any such deposit in any given month, then the Executive Director shall immediately notify the Town Manager of any such insufficiency. Pursuant to the Moral Obligation Resolution, upon the receipt of any such notice, the Town Manager shall notify the Town Council of any such insufficiency in the Revenue Fund and request an appropriation or supplemental appropriation in an amount sufficient to make up any such insufficiency. Pursuant to the Moral Obligation Resolution, the Town Council has agreed to consider, but is not obligated to, deposit to the Bond Account an amount sufficient to cover any such insufficiency. Until the Town credits an amount to the Bond Account in an amount sufficient to fully fund the Bond Account as set forth above, the Authority shall continue to transfer moneys on deposit in the Revenue Fund to the Bond Account to the extent available, including any amounts necessary to make up any insufficiencies in preceding months. While the Town Council has agreed to consider funding the Bond Account in the event that there are insufficient moneys on deposit in the Revenue Fund to make the required deposits thereto, the Town Council's decision not to fund any such insufficiency shall not constitute an Event of Default hereunder.

B. Reserve Funds for Parity Bonds. Second, from moneys on deposit in the Revenue Fund there shall be made on a pari passu basis any payments required to be made to the 2013 Reserve Fund and any reserve funds created in connection with any Additional Bonds.

Reserve accounts may be created for any series of Additional Bonds and payments into such reserve accounts shall be made contemporaneously with and have the same priority as payments into the reserve accounts for all Parity Bonds. Notwithstanding the

## ATTACHMENT A

foregoing, Additional Bonds may be issued without a reserve fund securing the payment of such Additional Bonds.

C. Termination Upon Deposits to Maturity or Redemption Date. No payment need be made into the Bond Account if the amount on deposit in the Bond Account is sufficient to pay the principal of and interest on the Bonds to their respective maturity dates, or to any redemption date on which the Authority shall have exercised its option to redeem all the Bonds then Outstanding, in which case moneys in the Bond Account in an amount at least equal to such principal and interest requirements shall be used solely to pay such as the same accrue, and any moneys in excess thereof in the Bond Account may be withdrawn and used for any lawful purpose.

D. Rebate Account. Third, and concurrently on a pari passu basis with any payments required to be made to any rebate accounts created in connection with the 2013 Bonds and any Additional Bonds, there shall be credited in a special account hereby created and designated as the “Avon Urban Renewal Authority, Tax Increment Revenue Bonds, Series 2017 Rebate Account” (the “Rebate Account”) any amounts required by Section 148(f) of the Tax Code to be held until such time as any required rebate payment is made. Amounts in the Rebate Account shall be held by the Authority and used for the purpose of making the payments to the United States required by Section 148(f) of the Tax Code. Any amounts in excess of those required to be on deposit therein by Section 148(f) of the Tax Code shall be withdrawn therefrom and deposited into the Bond Account. Funds in the Rebate Account shall not be Pledged Revenues hereunder and shall not be subject to the lien created by this Resolution to the extent such amounts are required to be paid to the United States Treasury.

A similar rebate account may be created for any series of Additional Bonds and payments into such account shall have the same priority as payments into the Rebate Account created hereunder.

E. Payment for Subordinate Obligations. After the monthly payments required by paragraphs A, B, and D of this Section have been made, the Pledged Revenues shall be used by the Authority for the payment of interest on and principal of any obligations secured by Pledged Revenues subordinate to the lien of the Bonds (including the repayment of any Town Payment used to fund an insufficiency in the Bond Account, in accordance with the 2017

## ATTACHMENT A

Cooperation Agreement), hereafter authorized to be issued, including reasonable reserves therefor.

F. Use of Remaining Revenues. After making the payments required to be made by this Section in any given month, any remaining Pledged Revenues may be used for any lawful purpose. Without limiting the foregoing, to the extent permitted by law, the Authority is hereby authorized to transfer any and all remaining Pledged Revenues which constitute investment income on moneys in the Revenue Fund to the Authority to be used for administrative expenses.

Section 16. General Administration of Accounts. The Revenue Fund, the Bond Account and the Rebate Account shall be administered as hereinafter set forth, subject to the limitations stated in Section 19K hereof. The Costs of Issuance Account shall be administered as set forth in the Paying Agent Agreement and the Project Fund shall be administered as set forth in the Project Fund Agreement.

A. Budget and Appropriation of Accounts. The sums provided to make the payments specified in Section 15 hereof are hereby appropriated for said purposes, and said amounts for each year shall be included in the annual budget and the appropriation Resolution or measures to be adopted or passed by the Board in each year respectively while any of the Bonds, either as to principal or interest, are Outstanding and unpaid.

B. Places and Times of Deposits. Each of the Bond Account, the Rebate Account and the Revenue Fund shall be maintained as a book account kept separate and apart from all other accounts or funds of the Authority as trust accounts solely for the purposes herein designated therefor. For purposes of investment of moneys, nothing herein prevents the commingling of moneys accounted for in any two or more such book accounts pertaining to the Pledged Revenues or to such accounts and any other funds of the Authority to be established under this Resolution. Moneys in any such book account shall be continuously secured to the fullest extent required by the laws of the State for the securing of public accounts. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall be a Saturday, a Sunday or a legal holiday, then such payment shall be made on or before the next preceding Business Day.

C. Investment of Accounts. Any moneys in the Bond Account, Rebate Account and the Revenue Fund may be invested or reinvested in any Permitted Investment.

## ATTACHMENT A

Securities or obligations purchased as such an investment shall either be subject to redemption at any time at face value by the holder thereof at the option of such holder, or shall mature at such time or times as shall most nearly coincide with the expected need for moneys from the account in question. Securities or obligations so purchased as an investment of moneys in any such account shall be deemed at all times to be a part of the applicable account or fund. The Authority shall present for redemption or sale on the prevailing market any securities or obligations so purchased as an investment of moneys in a given account or fund whenever it shall be necessary to do so in order to provide moneys to meet any required payment or transfer from such account or fund. The Authority shall have no obligation to make any investment or reinvestment hereunder, unless any moneys on hand and accounted for in any one account or fund exceed \$5,000 and at least \$5,000 therein will not be needed for a period of not less than 60 days. In such event the Authority shall invest or reinvest not less than substantially all of the amount which will not be needed during such 60-day period, except for any moneys on deposit in an interest-bearing account in a Commercial Bank, without regard to whether such moneys are evidenced by a certificate of deposit or otherwise, pursuant to this paragraph C and paragraph E of this Section; but the Authority is not required to invest, or so to invest in such a manner, any moneys accounted for hereunder if any such investment would contravene the covenant concerning arbitrage in Section 19K hereof.

D. No Liability for Losses Incurred in Performing Terms of Resolution. Neither the Authority nor any officer of the Authority shall be liable or responsible for any loss resulting from any investment or reinvestment made in accordance with this Resolution.

E. Character of Funds. The moneys in any fund or account herein authorized shall consist of lawful money of the United States or investments permitted by paragraph C of this Section or both such money and such investments. Moneys deposited in a demand or time deposit account in or evidenced by a certificate of deposit of a Commercial Bank pursuant to paragraph C of this Section, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

### Section 17. Additional Bonds.

A. Limitations Upon Issuance of Additional Bonds. Nothing in this Resolution shall be construed in such a manner as to prevent the issuance by the Authority of Additional Bonds payable from and constituting a lien upon all or a portion of the Pledged

## ATTACHMENT A

Revenues on a parity with the lien of the Bonds; but before any such Additional Bonds are authorized or actually issued (excluding any parity refunding securities refunding the Bonds or a part thereof, as provided in Section 18 hereof), the following provisions B through F must all first be satisfied.

B. Absence of Payment Default. At the time of the adoption of the resolution or other instrument authorizing the issuance of the Additional Bonds, the Authority shall not be in default in making any payments required by Section 15 hereof.

C. Historic Revenues Test. The Pledged Property Tax Revenues constituting Pledged Revenues, as certified by the Executive Director, received in any consecutive twelve month period within the eighteen months immediately preceding the date of the issuance of such Additional Bonds, shall have been sufficient to pay an amount at least equal to 120% of the Maximum Annual Debt Service for the Bonds, any Parity Bonds Outstanding, any Additional Bonds Outstanding and the Additional Bonds proposed to be issued.

D. Adequate Reserves. The Authority may, at its option, provide for the creation and maintenance of a reserve account in connection with the issuance of any Additional Bonds.

E. Reduction of Annual Requirements. The debt service requirements set forth in this Section (including as such a requirement, the amount of any prior redemption premiums due on any redemption date as of which the Authority shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of bonds or securities for redemption) shall be reduced to the extent such debt service requirements are scheduled to be paid in each of the respective Fiscal Years with moneys held in trust or in escrow for that purpose by any Trust Bank located within or without the State, including the known minimum yield from any investment of such moneys in Governmental Obligations and bank deposits, including any certificate of deposit.

F. Certification of Revenues. In the case of the computation of the revenue tests provided in paragraph C of this Section, the specified and required written certification by the Executive Director that such annual revenues are sufficient to pay such amounts as provided in paragraph C of this Section shall be conclusively presumed to be accurate in determining the right of the Authority to authorize, issue, sell and deliver Additional Bonds on a parity with the then Outstanding Bonds.

## ATTACHMENT A

G. Subordinate Securities Permitted. Nothing herein prevents the Authority from issuing additional bonds or other additional securities for any lawful purpose payable from the Pledged Revenues having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds.

H. Superior Securities Prohibited. Nothing herein permits the Authority to issue bonds or other securities payable from the Pledged Revenues and having a lien thereon prior and superior to the lien thereon of the Bonds.

### Section 18. Refunding Obligations.

A. Generally. If at any time after the Bonds, or any part thereof, shall have been issued and remain Outstanding, the Authority shall find it desirable to refund any Outstanding obligations payable from the Pledged Revenues, said obligations, or any part thereof, may be refunded, subject to the provisions of paragraph B of this Section, if (1) the obligations to be refunded, at the time of their required surrender for payment, shall then mature or shall then be callable for prior redemption at the Authority's option upon proper call, or (2) the owners of the obligations to be refunded consent to such surrender and payment.

B. Protection of Obligations Not Refunded. Any refunding obligations payable from the Pledged Revenues shall be issued with such details as the Board may provide, so long as there is no impairment of any contractual obligation imposed upon the Authority by any proceedings authorizing the issuance of any unrefunded portion of obligations payable from the Pledged Revenues; but so long as any Bonds are Outstanding, refunding obligations payable from the Pledged Revenues may be issued on a parity with the unrefunded Bonds only if:

(i) Prior Consent. The Authority first receives the consent of the Owner or Owners of the unrefunded Bonds; or

(ii) Requirements. The refunding obligations do not increase by more than \$25,000, for any Fiscal Year prior to and including the last maturity date of any unrefunded Bonds, the aggregate principal and interest requirements evidenced by such refunding obligations and by any Outstanding Bonds not refunded, and the lien of any refunding parity obligations on the Pledged Revenues is not raised to a higher priority than the lien thereon of any obligations thereby refunded; or

(iii) Earnings Tests. The refunding obligations are issued in compliance with Section 17 hereof.

## ATTACHMENT A

Section 19. Protective Covenants. The Authority hereby additionally covenants and agrees with each and every Owner of the Bonds that:

A. Use of Bond Proceeds. The Authority will proceed with the acquisition, construction and installation of the Project without delay and with due diligence. In the event that the net proceeds of the Bonds are not sufficient to pay all Project Costs, the Authority or the Town shall pay any such additional Project Costs, subject to appropriation.

B. Payment of Bonds. The Authority will promptly pay the principal of and interest on every Bond issued hereunder and secured hereby on the dates and in the manner specified herein and in said Bonds according to the true intent and meaning hereof, provided that such principal and interest is payable solely from the Pledged Revenues.

C. Amendment of the Urban Renewal Plan; Continuance and Collection of Taxes. The Authority covenants and agrees that the Authority shall diligently and in a sound and economical manner carry out and continue to completion, with all practicable dispatch, the Urban Renewal Project in accordance with the Act, the Urban Renewal Plan and the 2017 Cooperation Agreement. The Urban Renewal Plan may be amended, but the Authority shall not request that an amendment be made unless the Authority shall have received an opinion of counsel to the Authority to the effect that such amendment would not result in a failure of the Urban Renewal Plan, as so amended, to comply with the requirements of this Resolution or adversely and materially affect the security for the Bonds or unless the required consent is obtained as provided in Section 27 hereof..

The Authority shall take all reasonable action necessary to cause to be collected delinquent payments of the ad valorem taxes owing from the Urban Renewal Project Area.

D. Defense of Legality of Application and Use of Pledged Revenues. There is not pending or threatened any suit, action or proceeding against or affecting the Authority before or by any court, arbitrator, administrative agency or other governmental authority which affects the validity or legality of this Resolution, the issuance of the Bonds, or the imposition and collection of the Pledged Revenues, any of the Authority's obligations under this Resolution or any of the transactions contemplated by this Resolution.

The Authority shall, to the extent permitted by law, defend the validity and legality of the collection of the Pledged Property Tax Revenues and any taxes contributing thereto, this Resolution and the Urban Renewal Plan, and all amendments thereto against all



## ATTACHMENT A

claims, suits and proceedings which would diminish or impair the Pledged Revenues or Revenue Fund as security for the Bonds.

Except for the issuance of the 2013 Bonds and as otherwise specified in this Resolution, the Authority has not assigned or pledged the Pledged Revenues or Revenue Fund in any manner which would diminish the security for the payment of the Bonds.

E. Further Assurances. At any and all times the Authority shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Pledged Revenues and other funds and accounts hereby pledged or assigned, or intended so to be, or which the Authority may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Resolution. The Authority, acting by and through its officers, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of said Pledged Revenues and other funds and accounts pledged hereunder and all the rights of every Owner of any of the Bonds against all claims and demands of all Persons whomsoever.

F. Conditions Precedent. Upon the issuance of the Bonds, all conditions, acts and things required by the Constitution or laws of the United States, the Constitution or laws of the State or this Resolution to exist, to have happened, and to have been performed precedent to or in the issuance of the Bonds shall exist, have happened and have been performed, and the Bonds, together with all other obligations of the Authority, shall not contravene any debt or other limitation prescribed by the Constitution or laws of the United States, the Constitution or laws of the State or the Charter.

G. Records. So long as any of the Bonds remain Outstanding, proper books of record and account will be kept by the Authority, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Pledged Revenues and the accounts created or continued by this Resolution.

H. Audits. The Authority further agrees that it will cause an audit of such books and accounts to be made by a certified public accountant, who is not an employee of the Authority, showing the Pledged Revenues. The Authority agrees to allow the Owner of any of

## ATTACHMENT A

the Bonds to review and copy such audits and reports, at the Authority's offices, at his request. Copies of such audits and reports will be furnished to the Purchaser.

I. Performing Duties. The Authority will faithfully and punctually perform or cause to be performed all duties with respect to the Pledged Revenues required by the Constitution and laws of the State and the ordinances and resolutions of the Authority, including but not limited to the segregation of the Pledged Revenues as set forth in Section 15 hereof and their application to the respective accounts herein designated.

J. Other Liens. As of the date of issuance of the Bonds, there are no liens or encumbrances of any nature whatsoever on or against any of the Pledged Revenues except for the Outstanding 2013 Bonds.

K. Tax Covenants. The Authority covenants for the benefit of the Registered Owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the Authority or any facilities financed or refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except to the extent such interest is required to be included in calculating the adjusted current earnings adjustment applicable to corporations for purposes of computing the alternative minimum taxable income of corporations, or (iii) would cause interest on the Bonds to lose its exemption from Colorado taxation (except inheritance, estate and transfer taxes) under present Colorado law. In furtherance of this covenant, the Authority agrees to comply with the procedures set forth in the Tax Certificate. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the Authority in fulfilling the above covenant under the Tax Code and Colorado law have been met.

The Authority hereby determines that neither the Authority nor any entity subordinate thereto reasonably anticipates issuing in the aggregate more than \$10,000,000 face amount of tax-exempt bonds or any other similar obligations during calendar year 2017. For the purpose of Section 265(b)(3)(B) of the Tax Code, the Authority hereby designates the Bonds as qualified tax-exempt obligations.

## ATTACHMENT A

L. Authority's Existence. The Authority will maintain its corporate identity and existence so long as any of the Bonds remain Outstanding, unless another political subdivision by operation of law succeeds to the duties, privileges, powers, liabilities, disabilities, immunities and rights of the Authority and is obligated by law to receive and distribute the Pledged Revenues in place of the Authority, without materially adversely affecting the privileges and rights of any Owner of any Outstanding Bonds.

M. Prompt Collections. The Authority will cause the Pledged Property Tax Revenues to be collected promptly and accounted for in the funds and accounts as herein provided.

N. Surety Bonds. Each official of the Authority having custody of the Pledged Revenues, or responsible for their handling, shall be fully bonded at all times, which bond shall be conditioned upon the proper application of such money.

O. Prejudicial Contracts and Action Prohibited. No contract will be entered into, nor will any action be taken, by the Authority by which the rights and privileges of any Owner are materially impaired or diminished.

Section 20. Defeasance. If, when the Bonds shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), then this Resolution and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall prior to the maturity or redemption date thereof be deemed to have been provided for within the meaning and with the effect expressed in this Section if (a) in case said Bond is to be redeemed on any date prior to its maturity, the Authority shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 7 hereof notice of redemption of such Bond on said redemption date, such notice to be given in accordance with the provisions of Section 7 hereof, and (b) there shall have been deposited with the Paying Agent or a commercial bank exercising trust powers either moneys in an amount which shall be sufficient, or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other commercial bank exercising trust powers at the same time, shall be

## ATTACHMENT A

sufficient to pay when due the principal of, premium if any, and interest due and to become due on said Bond on and prior to the redemption date or maturity date thereof, as the case may be. Neither such securities nor moneys deposited with the Paying Agent or other commercial bank exercising trust powers pursuant to this Section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of, premium if any, and interest of said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other commercial bank exercising trust powers, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the principal of, premium if any, and interest to become due on said Bond on or prior to such redemption date or maturity date thereof, as the case may be. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Resolution, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other commercial bank exercising trust powers.

The release of the obligations of the Authority under this Section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this Section with respect to all Bonds Outstanding, this Resolution may be discharged in accordance with the provisions of this Section but the liability of the Authority in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other commercial bank exercising trust powers as provided in this Section.

Section 21. Further Authority. The officers of the Authority are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including, without limiting the generality of the foregoing; the printing of the Bonds, the acceptance of the proposal of the Purchaser to purchase the Bonds and the execution of any purchase contract in connection therewith, and the execution of such certificates as may be required by the Purchaser, including, but not necessarily limited to, the absence and existence

## ATTACHMENT A

of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 22. Events of Default. Each of the following events is hereby declared an “event of default:”

A. Nonpayment of Principal. If payment of the principal of any of the Bonds shall not be made when the same shall become due and payable at maturity; or

B. Nonpayment of Interest. If payment of any installment of interest on the Bonds shall not be made when the same becomes due and payable; or

C. Incapable to Perform. If the Authority shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

D. Default of Any Provision. If the Authority shall default in the due and punctual performance of its covenants or conditions, agreements and provisions contained in the Bonds or in this Resolution on its part to be performed, other than those set forth in paragraphs A and B of this Section, and if such default shall continue for 60 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Authority by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding.

E. Bankruptcy. The Authority shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or a bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian or other similar official for itself or for any substantial part of its property, or the Authority shall make a general assignment for the benefit of its creditors.

Section 23. Remedies. Upon the happening and continuance of any event of default as provided in Section 22 hereof, the Owner or Owners of not less than 25% in aggregate principal amount of the Outstanding Bonds, or a trustee therefor, may protect and enforce their rights hereunder by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenants, the appointment of a receiver (the consent of such appointment being hereby granted), injunctive relief, or requiring the Board to act as if it

## ATTACHMENT A

were the trustee of an express trust, or any combination of such remedies. All proceedings shall be maintained for the equal benefit of all Owners of Bonds. The failure of any Owner to proceed does not relieve the Authority or any Person of any liability for failure to perform any duty hereunder. The foregoing rights are in addition to any other right available to the Owners of Bonds and the exercise of any right by any Owner shall not be deemed a waiver of any other right.

Section 24. Duties Upon Default. Upon the happening of any of the events of default as provided in Section 22 hereof, the Authority, in addition, will do and perform all proper acts on behalf of and for the Owners of the Bonds to protect and preserve the security created for the payment of the Bonds and to ensure the payment of the principal of and interest on said Bonds promptly as the same become due. Proceeds derived from the Pledged Revenues, so long as any of the Bonds herein authorized, either as to principal or interest, are Outstanding and unpaid, shall be paid into the Bond Account, pursuant to the terms hereof and to the extent provided herein, and used for the purposes herein provided. In the event the Authority fails or refuses to proceed as in this Section provided, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and enforce the rights of such Owners as hereinabove provided.

Section 25. Approvals, Authorizations, and Amendments. The 2017 Cooperation Agreement, the Paying Agent Agreement and the Project Fund Agreement in substantially the forms thereof presented to the Board and filed with the Authority, are in all respects approved, authorized and confirmed, but such documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Resolution and as the Executive Director shall approve, the execution thereof being deemed conclusive approval of any such changes by the Authority. The Chairperson is hereby authorized and directed to execute the 2017 Cooperation Agreement, the Paying Agent Agreement and the Project Fund Agreement. The Executive Director/Secretary is hereby authorized to attest and to affix the seal of the Authority, as necessary, to the 2017 Cooperation Agreement, the Paying Agent Agreement and the Project Fund Agreement, and the Chairperson and the Executive Director/Secretary are further authorized to execute, attest, seal and authenticate such other documents, instruments or certificates as are deemed necessary or desirable by bond counsel in order to issue and secure the Bonds.

## ATTACHMENT A

Either the Chairperson or the Executive Director has the independent authority to accept the proposal of the Purchaser to purchase the Bonds, to execute any purchase contract in connection therewith, and to execute the Sale Certificate in connection therewith, all subject to the parameters and restrictions contained in Section 6 hereof.

The form, terms and provisions of the Bonds, in the form contained in this Resolution and upon the terms to be set forth in the Sale Certificate, are hereby approved, with such changes therein as are approved by the Executive Director; and the manual or facsimile signature of the Chairperson is hereby authorized and directed to be placed on the Bonds, the seal of the Authority, or a facsimile thereof, is hereby authorized and directed to be affixed to the Bonds, and the Executive Director/Secretary is hereby authorized and directed to attest the Bonds, in accordance with this Resolution.

The proper officers and employees of the Authority are hereby authorized and directed to execute and deliver for and on behalf of the District any and all additional certificates, documents and other papers, and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Resolution. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by the Executive Director prior to the execution of the documents. The execution of any instrument by the appropriate officers and employees of the Authority herein authorized shall be conclusive evidence of the approval by the Authority of such instrument in accordance with the terms hereof.

Section 26. Replacement of Registrar or Paying Agent. The Registrar or Paying Agent may resign at any time on 30 days' prior written notice to the Authority. The Authority may remove said Registrar or Paying Agent upon 30 days' prior written notice to the Registrar and/or Paying Agent, as the case may be. No resignation or removal of the Registrar or Paying Agent shall take effect until a successor has been appointed; provided, that if no successor is appointed by the end of 90 days, the Paying Agent or Registrar may petition a court of competent jurisdiction to appoint a successor. If the Registrar or Paying Agent initially appointed shall resign, or if the Authority shall remove said Registrar or Paying Agent, the Authority may, upon notice mailed to each Registered Owner of any Bond, at the address last

## ATTACHMENT A

shown on the registration books, appoint a successor Registrar or Paying Agent, or both. Every such successor Registrar or Paying Agent shall be a bank or trust company located in and in good standing in the United States and having a shareowners' equity (e.g., capital stock, surplus and undivided profits), however denominated, not less than \$10,000,000 or shall be an officer of the Authority. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the Authority shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder.

Any company or national banking association into which the Registrar or Paying Agent may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion or consolidation to which it shall be a party or any company or national banking association to which the Registrar or Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be the successor to such Registrar or Paying Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 27. Amendment. After any of the Bonds have been issued, this Resolution shall constitute a contract between the Authority and the Owners of the Bonds and shall be and remain irrevocable until the Bonds and the interest thereon have been fully paid, satisfied and discharged.

A. The Authority may, without the consent of, or notice to the Owners of the Bonds, adopt such resolutions supplemental hereto (which supplemental amendments shall thereafter form a part hereof) for any one or more or all of the following purposes:

(i) to cure any ambiguity, or to cure, correct or supplement any defect or omission or inconsistent provision contained in this Resolution, or to make any provisions with respect to matters arising under this Resolution or for any other purpose if such provisions are necessary or desirable and do not materially adversely affect the interests of the Owners of the Bonds;

(ii) to subject to the lien of this Resolution additional revenues, properties or collateral;

(iii) to grant or confer upon the Registrar for the benefit of the registered owners of the Bonds any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the registered owners of the Bonds; or



## ATTACHMENT A

(iv) to qualify this Resolution under the Trust Indenture Act of 1939, as amended.

B. Exclusive of the amendatory ordinances permitted by paragraph A of this Section, this Resolution may be amended or supplemented by Resolution adopted by the Board in accordance with the law, without receipt by the Authority of any additional consideration but with the written consent of the Owners of at least 66% in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory or supplemental Resolution; provided, however, that, without the written consent of the Owners of all of the Bonds adversely affected thereby, no such Resolution shall have the effect of permitting:

(i) An extension of the maturity of any Bond authorized by this Resolution; or

(ii) A reduction in the principal amount of any Bond or the rate of interest thereon; or

(iii) The creation of a lien upon or pledge of Pledged Revenues ranking prior to the lien or pledge created by this Resolution; or

(iv) A reduction of the principal amount of Bonds required for consent to such amendatory or supplemental Resolution; or

(v) The establishment of priorities as between Bonds issued and Outstanding under the provisions of this Resolution; or

(vi) The modification of or otherwise affecting the rights of the Owners of less than all of the Bonds then Outstanding.

Section 28. No Recourse Against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the Authority acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of or interest on the Bonds. Such recourse shall not be available either directly or indirectly through the Board or the Authority, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any Person purchasing or selling such Bond specifically waives any such recourse.

Section 29. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Bonds shall contain a recital that they are issued pursuant to the

## ATTACHMENT A

Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 30. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bonds as provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Resolution. The revenues pledged for the payment of the Bonds, as received by or otherwise credited to the Authority, shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the revenues pledged for payment of the Bonds and the obligation to perform the contractual provisions made herein shall have priority over any or all other obligations and liabilities of the Authority, except the lien of the pledge on the revenues pledged to pay the 2013 Bonds and any Additional Bonds. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Authority irrespective of whether such persons have notice of such liens.

Section 31. Severability. If any one or more sections, sentences, clauses or parts of this Resolution shall for any reason be held invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, but shall be confined in its operation to the specific sections, sentences, clauses or parts of this Resolution so held unconstitutional or invalid, and the inapplicability and invalidity of any section, sentence, clause or part of this Resolution in any one or more instances shall not affect or prejudice in any way the applicability and validity of this Resolution in any other instances.

Section 32. Repealer. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or Resolution, or part thereof, heretofore repealed.

Section 33. Resolution Irrepealable. After any of the Bonds herein authorized are issued, this Resolution shall constitute a contract between the Authority and the Owners of the Bonds, and shall be and remain irrepealable until the Bonds and interest thereon shall be fully paid, canceled and discharged as herein provided.

Section 34. Effective Date. This Resolution shall take effect immediately upon its passage and approval.

**ATTACHMENT A**

PASSED, ADOPTED AND APPROVED this December 13, 2016.

\_\_\_\_\_  
Chairperson of the Board of Commissioners

(SEAL)

Attest:

\_\_\_\_\_  
Executive Director

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Attorney for the Authority

## ATTACHMENT A

STATE OF COLORADO            )  
   ) SS.  
 AVON URBAN RENEWAL         )  
 AUTHORITY                         )

I, Virginia Egger, the Executive Director/Secretary of the Avon Urban Renewal Authority (the "Authority"), do hereby certify that:

a. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Board of Commissioners of the Authority (the "Board") at a regular meeting held on December 13, 2016.

b. The Resolution was duly moved and seconded and the Resolution was adopted at the meeting of December 13, 2016, by an affirmative vote of a majority of the members of the Board as follows:

Name	"Yes"	"No"	Absent
Jennie Fancher, Chairperson			
Megan Burch			
Matt Gennett			
Scott Prince			
Amy Phillips			
Sarah Smith Hymes			
Jake Wolf			

c. The members of the Board were present at such meetings and voted on the passage of such Resolution as set forth above.

d. The Resolution was approved and authenticated by the signature of the Chairperson or Vice Chairperson of the Board, sealed with the Authority seal, attested by the Executive Director/Secretary of the Board and recorded in the minutes of the Board.

e. There are no bylaws, rules or regulations of the Board which might prohibit the adoption of said Resolution.

f. Notice of the meeting of December 13, 2016, in the form attached hereto as Exhibit A, was posted in at the Avon Town Hall, Avon Municipal Complex, and One Lake Street, in the Town of Avon, not less than twenty-four hours prior to the meeting in accordance with law.

**ATTACHMENT A**

WITNESS my hand and the seal of said Authority affixed December 13, 2016.

(SEAL)

---

Executive Director/Secretary

# ATTACHMENT A

## EXHIBIT A

(Attach Notice of Meeting of December 13, 2016)

## ATTACHMENT B AMORTIZATION SCHEDULE

<b>Principal</b> \$3,000,000.00	<b>Loan Date</b> 01-05-2017	<b>Maturity</b> 12-01-2031	<b>Loan No</b>	<b>Call / Coll</b> 07B / 900	<b>Account</b>	<b>Officer</b> 376	<b>Initials</b>
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** AVON URBAN RENEWAL AUTHORITY  
AVON, CO 81620

**Lender:** Alpine Bank, A Colorado Banking Corporation  
Alpine Bank Avon  
400 7th Street South  
Rifle, CO 81650  
(800) 551-6098

Disbursement Date: January 5, 2017  
Interest Rate: 2.900

Repayment Schedule: Installment  
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	06-01-2017	124,041.31	35,525.00	88,516.31	2,911,483.69
2	12-01-2017	124,041.31	42,920.12	81,121.19	2,830,362.50
<b>2017 TOTALS:</b>		<b>248,082.62</b>	<b>78,445.12</b>	<b>169,637.50</b>	
3	06-01-2018	124,041.31	41,496.26	82,545.05	2,747,817.45
4	12-01-2018	124,041.31	40,507.41	83,533.90	2,664,283.55
<b>2018 TOTALS:</b>		<b>248,082.62</b>	<b>82,003.67</b>	<b>166,078.95</b>	
5	06-01-2019	124,041.31	39,061.36	84,979.95	2,579,303.60
6	12-01-2019	124,041.31	38,023.24	86,018.07	2,493,285.53
<b>2019 TOTALS:</b>		<b>248,082.62</b>	<b>77,084.60</b>	<b>170,998.02</b>	
7	06-01-2020	124,041.31	36,554.34	87,486.97	2,405,798.56
8	12-01-2020	124,041.31	35,465.48	88,575.83	2,317,222.73
<b>2020 TOTALS:</b>		<b>248,082.62</b>	<b>72,019.82</b>	<b>176,062.80</b>	
9	06-01-2021	124,041.31	33,973.06	90,068.25	2,227,154.48
10	12-01-2021	124,041.31	32,831.97	91,209.34	2,135,945.14
<b>2021 TOTALS:</b>		<b>248,082.62</b>	<b>66,805.03</b>	<b>181,277.59</b>	
11	06-01-2022	124,041.31	31,315.33	92,725.98	2,043,219.16
12	12-01-2022	124,041.31	30,120.46	93,920.85	1,949,298.31
<b>2022 TOTALS:</b>		<b>248,082.62</b>	<b>61,435.79</b>	<b>186,646.83</b>	
13	06-01-2023	124,041.31	28,578.88	95,462.43	1,853,835.88
14	12-01-2023	124,041.31	27,328.63	96,712.68	1,757,123.20
<b>2023 TOTALS:</b>		<b>248,082.62</b>	<b>55,907.51</b>	<b>192,175.11</b>	
15	06-01-2024	124,041.31	25,761.38	98,279.93	1,658,843.27
16	12-01-2024	124,041.31	24,454.12	99,587.19	1,559,256.08
<b>2024 TOTALS:</b>		<b>248,082.62</b>	<b>50,215.50</b>	<b>197,867.12</b>	
17	06-01-2025	124,041.31	22,860.43	101,180.88	1,458,075.20
18	12-01-2025	124,041.31	21,494.46	102,546.85	1,355,528.35
<b>2025 TOTALS:</b>		<b>248,082.62</b>	<b>44,354.89</b>	<b>203,727.73</b>	
19	06-01-2026	124,041.31	19,873.55	104,167.76	1,251,360.59
20	12-01-2026	124,041.31	18,447.14	105,594.17	1,145,766.42
<b>2026 TOTALS:</b>		<b>248,082.62</b>	<b>38,320.69</b>	<b>209,761.93</b>	
21	06-01-2027	124,041.31	16,798.21	107,243.10	1,038,523.32
22	12-01-2027	124,041.31	15,309.57	108,731.74	929,791.58
<b>2027 TOTALS:</b>		<b>248,082.62</b>	<b>32,107.78</b>	<b>215,974.84</b>	
23	06-01-2028	124,041.31	13,631.78	110,409.53	819,382.05
24	12-01-2028	124,041.31	12,079.06	111,962.25	707,419.80
<b>2028 TOTALS:</b>		<b>248,082.62</b>	<b>25,710.84</b>	<b>222,371.78</b>	
25	06-01-2029	124,041.31	10,371.56	113,669.75	593,750.05
26	12-01-2029	124,041.31	8,752.87	115,288.44	478,461.61
<b>2029 TOTALS:</b>		<b>248,082.62</b>	<b>19,124.43</b>	<b>228,958.19</b>	
27	06-01-2030	124,041.31	7,014.78	117,026.53	361,435.08
28	12-01-2030	124,041.31	5,328.16	118,713.15	242,721.93

**ATTACHMENT B**  
**AMORTIZATION SCHEDULE**  
**(Continued)**

<b>2030 TOTALS:</b>		<b>248,082.62</b>	<b>12,342.94</b>	<b>235,739.68</b>	
29	06-01-2031	124,041.31	3,558.57	120,482.74	122,239.19
30	12-01-2031	124,041.31	1,802.12	122,239.19	0.00
<b>2031 TOTALS:</b>		<b>248,082.62</b>	<b>5,360.69</b>	<b>242,721.93</b>	
<b>TOTALS:</b>		<b>3,721,239.30</b>	<b>721,239.30</b>	<b>3,000,000.00</b>	

**NOTICE:** This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.



**Butler Snow Draft: 12.5.2016**

**2017 COOPERATION AGREEMENT  
BETWEEN THE TOWN OF AVON AND  
THE AVON URBAN RENEWAL AUTHORITY**

THIS 2017 COOPERATION AGREEMENT (this “Agreement”), dated as of January \_\_, 2017, is made and entered into between the TOWN OF AVON, COLORADO (the “Town”) and the AVON URBAN RENEWAL AUTHORITY (the “Authority”).

WHEREAS, the Town is a Colorado home rule municipality with all the powers and authority granted pursuant to Article XX of the Colorado Constitution and its Town Charter; and

WHEREAS, the Authority is a Colorado Urban Renewal Authority, with all the powers and authority granted to it pursuant to Title 31, Article 25, Part 1, Colorado Revised Statutes (“C.R.S.”) (the “Urban Renewal Law”); and

WHEREAS, pursuant to Article XIV of the Colorado Constitution, and Title 29, Article 1, Part 2, C.R.S., the Town and the Authority are authorized to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each governmental entity; and

WHEREAS, the Town has heretofore approved the Avon Urban Renewal Authority Town Center West Area Urban Renewal Plan, as amended (the “Plan”) and the urban renewal project described therein (the “Urban Renewal Project”); and

WHEREAS, the Urban Renewal Project has been undertaken for the public purpose of enhancing employment opportunities, eliminating existing conditions of blight, and improving the tax base of the Town; and

WHEREAS, pursuant to Section 31-25-112, C.R.S., the Town is specifically authorized to do all things necessary to aid and cooperate with the Authority in connection with the planning or undertaking of any urban renewal plans, projects, programs, works, operations or activities of the Authority, to enter into agreements with the Authority respecting such actions to be taken by the Town, and appropriating funds and making such expenditures of its funds to aid and cooperate with the Authority in undertaking the Urban Renewal Project and carrying out the Plan; and

WHEREAS, the Authority has previously issued its Tax Increment Revenue Bonds, Series 2013 (the “2013 Bonds”) in order to finance the costs of refunding certain outstanding loans; and

WHEREAS, in connection with the issuance of the 2013 Bonds, the Town and the Authority executed and delivered a 2013 Cooperation Agreement (the “2013 Cooperation

## ATTACHMENT C

Agreement”) pursuant to which the Town agreed, among other things, and subject to certain conditions, to loan funds to the Authority for urban renewal purposes; and

WHEREAS, pursuant to a resolution adopted on December 13, 2016 (the “Bond Resolution”), the Authority has determined to issue its Tax Increment Revenue Bonds, Series 2017 (the “2017 Bonds”) to finance the acquisition, construction and installation of an improvement project, as further set forth in the Bond Resolution (the “Project”); and

WHEREAS, for the purpose of providing additional security for the payment of the Bonds, the Town Council of the Town (the “Council”) has adopted its Resolution 16-\_\_\_, Series 2016 (the “Moral Obligation Resolution”) declaring its nonbinding intent and expectation that, in each year the Bonds are outstanding, it will lend additional moneys to the Authority, within the limits of available funds and revenues, by making payments into the Bond Account to the extent there are insufficient Pledged Revenues to make such deposits when due; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town and the Authority has determined it is in the best interest of the Authority, that the 2013 Cooperation Agreement remain in full force and effect and that this Agreement shall be an additional cooperation agreement among the Town and the Authority.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Town and the Authority agree as follows:

1. DEFINITIONS. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bond Resolution.

2. 2013 COOPERATION AGREEMENT. The 2013 Cooperation Agreement is hereby ratified, approved and confirmed and shall remain in full force and effect. The terms and provisions of this Agreement shall be in addition to all terms and provisions of the 2013 Cooperation Agreement.

3. PLEDGED REVENUES. (a) The Authority shall use Pledged Revenues for purposes described in the Bond Resolution and for any other lawful purpose, as permitted by the Act.

(b) To the extent lawfully possible, the Town will take no action that would have the effect of materially reducing Pledged Revenues.

4. LOAN. (a) If the Council appropriates funds pursuant to the Moral Obligation Resolution, such funds shall be a loan from the Town to the Authority to be repaid as provided herein.

(b) The Town may advance to the Authority amounts to be used by the Authority for costs incurred for its staffing, consultants, design, engineering, construction, and other expenses in connection with the Plan, the Urban Renewal Project and the Project, including any amounts advanced prior to the date hereof (a “Prior Advance”). Such amounts shall be subject to annual appropriation by the Town Council, and the Town shall not be obligated to advance any money to the Authority pursuant to the terms hereof. If amounts are appropriated

## ATTACHMENT C

by the Town Council, such amounts may be paid directly to the Authority by the Town or, at the request of the Authority, paid to third-parties by the Town on behalf of the Authority. Each amount advanced shall constitute a loan to the Authority in an amount equal to such advance, to be repaid as provided herein.

(c) The Town hereby authorizes the Authority to utilize the services of certain Town employees as determined by the Town to assist the Authority in work related to the Plan and the Project. The Authority shall, upon request of the Town, reimburse the Town for the applicable percentage of each such employees' wages or salary and benefits, as set forth in writing by the Town. The use of such employees by the Authority and the proportionate cost of their services shall be deemed an advance by the Town and the obligation to pay for such services is hereby designated a loan from the Town to the Authority to be repaid as provided herein. The Town may, in its discretion, choose not to seek reimbursement of such costs in order to assist the Authority with the implementation of the Plan.

(d) The Town shall retain the right to establish the employees' wages or salary and benefits, and the right to discharge, reassign, or hire employees to perform the services required by the Authority. Except for the percentage of time devoted to the Authority activities which shall be under the direction or control of the Executive Director of the Authority, the Town retains the right to direct and control the employees. The Town, as the employer, has the responsibility for payment of salary or wages to the employee, and for reporting, withholding, and paying any applicable taxes with respect to the employees' wages or salary and payment of Town sponsored employee benefit plans and payment of unemployment compensation insurance as may be required. The Town also retains the right to provide for the welfare and benefit of employees through such programs as professional training. The Authority shall not have any responsibility for the payment or reporting of remuneration paid to the Town's employees, all of such responsibilities being the obligation of the Town. The Town intends to retain the right to maintain the employment relationship between the Town and its employees on a long term, and not a temporary basis.

(e) In the event of any employment related issues with employees assigned to work with the Authority, the Executive Director of the Authority shall report such concerns or issues promptly to the Town Manager, who shall be responsible for addressing such concerns.

(f) Any advances or loans made pursuant to this Agreement, including any Prior Advance, shall be reimbursed to the Town to the extent there are Pledged Revenues available for such purposes pursuant to the Bond Resolution. To the extent that such advances and/or loans are not paid, the Town may, by resolution, forgive all or any portion of such advances and/or loans at any time.

(g) Any other amounts advanced or loaned to the Authority by the Town or payments made or debts incurred by the Town on behalf of the Authority relating to the Plan, the Urban Renewal Project, the Bonds or the Project may be designated a loan from the Town to the Authority to be repaid as provided herein.

## ATTACHMENT C

5. PAYMENT. (a) All amounts payable by the Authority to the Town hereunder, including any Prior Advances, shall constitute subordinate obligations for purposes of the Bond Resolution. The Authority shall cause such amounts to be paid from and to the extent of Pledged Revenues available for the payment of subordinate obligations in accordance with the Bond Resolution. All amounts payable by the Authority to the Town hereunder shall be on a pari passu basis with all amounts payable by the Authority to the Town under the 2013 Cooperation Agreement.

(b) Due to the benefits gained by the Town from the Urban Renewal Project, no interest will be due on the amounts advanced or loaned to the Authority by the Town unless the Town and the Authority agree in writing that interest shall be paid on any such loans or advances.

6. FURTHER COOPERATION. (a) The Town shall continue to make available such employees of the Town as may be necessary and appropriate to assist the Authority in carrying out any authorized duty or activity of the Authority pursuant to the Urban Renewal Law, the Plan, the Urban Renewal Project, the Bonds or the Project, or any other lawfully authorized duty or activity of the Authority.

(b) The Town agrees to assist the Authority by pursuing all lawful procedures and remedies available to it to collect and transfer to the Authority on a timely basis all Pledged Revenues.

(c) The Town agrees to pay to the Authority any Pledged Revenues when, as and if received by the Town, but which are due and owing to the Authority pursuant to the Urban Renewal Plan.

7. SUBORDINATION. The Authority's obligations pursuant to this Agreement, including any Prior Advances, are subordinate to the Authority's obligations for the repayment of any current or future bonded indebtedness. For purposes of this Agreement, the term "bonded indebtedness," "bonds" and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the Authority, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by revenues of the Authority, and including the Bonds.

8. GENERAL PROVISIONS. (a) Dispute Resolution. If a dispute arises between the parties relating to this Agreement, the parties agree to submit the dispute to mediation prior to filing litigation.

(b) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado and shall be subject to the limitations, if any, that are applicable under the Charter or the ordinances of the Town.

## ATTACHMENT C

(c) Separate Entities. Nothing in this Agreement shall be interpreted in any manner as constituting the Town or its officials, representatives, consultants or employees as the agents of the Authority, nor as constituting the Authority or its officials, representatives, consultants or employees as agents of the Town. Each entity shall remain a separate legal entity pursuant to applicable law. Neither party shall be deemed hereby to have assumed the debts, obligations or liabilities of the other.

(d) Third Parties. Neither the Town nor the Authority shall be obligated or liable under the terms of this Agreement to any person or entity not a party hereto.

(e) Modifications. No modification or change of any provision in this Agreement shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by both parties and incorporated as a written amendment to this Agreement. Memoranda of understanding and correspondence shall not be construed as amendments to the Agreement.

(f) Entire Agreement. This Agreement shall represent the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter of this Agreement and shall be independent of and have no effect upon any other contracts.

(g) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

(h) Notices. All notices and other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by first class mail, postage prepaid, addressed as follows:

If to the Town:

Town of Avon, Colorado  
P.O. Box 975  
Avon, Colorado, 81620  
Attention: Town Manager

If to the Authority:

Avon Urban Renewal Authority  
P.O. Box 975  
Avon, Colorado, 81620  
Attention: Executive Director

The Town or the Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent or any further or different means by which notices may be sent.

## ATTACHMENT C

(i) Termination. This Agreement may not be terminated by either party so long as the Bonds are outstanding. So long as the Authority does not have any outstanding Bonds and does not owe any amounts to the Town under this Agreement, either party may terminate this Agreement in writing upon thirty (30) days written notice to the other party.

(j) Assignment. This Agreement shall not be assigned, in whole or in part, by either party without the written consent of the other.

(k) Waiver. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies reserved in this Agreement shall be cumulative and additional to any other remedies in law or in equity.

**ATTACHMENT C**

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date above.

AVON URBAN RENEWAL  
AUTHORITY

TOWN OF AVON, COLORADO

By: \_\_\_\_\_  
Chairperson

By: \_\_\_\_\_  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Executive Director/Secretary

\_\_\_\_\_  
Town Clerk

APPROVED AS TO LEGAL FORM

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
Authority Attorney

By: \_\_\_\_\_  
Town Attorney

## ATTACHMENT D

### AVON URBAN RENEWAL AUTHORITY TAX INCREMENT REVENUE BONDS, SERIES 2017

#### PAYING AGENT AND REGISTRAR AGREEMENT

THIS AGREEMENT, dated as of January 5, 2017 (this “Agreement”), is by and between the Avon Urban Renewal Authority, in the County of Eagle and State of Colorado (the “Authority”), and UMB Bank, n.a., in its capacity of Registrar and Paying Agent (the “Bank”).

#### WITNESSETH:

WHEREAS, by resolution of the Board of County Commissioners of the Authority, duly adopted on December 13, 2016 (the “Bond Resolution”), the Authority has authorized the issuance of its Tax Increment Revenue Bonds, Series 2017, in the original principal amount of \$3,000,000 (the “Bonds”); and

WHEREAS, the terms and provisions of the Bonds are further set forth in a Sale Certificate (the “Sale Certificate”) executed and delivered in accordance with the terms and provisions of the Bond Resolution; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Bond Resolution; and

WHEREAS, it is mutually desirable to the Authority and the Bank that the Bank, through its Corporate Trust Department located in Denver, Colorado, act as Registrar and Paying Agent for the Bonds; and

WHEREAS, it is mutually desirable that this Agreement be entered into between the Authority and the Bank to provide for certain aspects of such Registrar and Paying Agent services.

NOW, THEREFORE, the Authority and the Bank, in consideration of the mutual covenants herein contained, agree as follows:

1. The Authority hereby appoints the Bank and the Bank hereby accepts all duties and responsibilities of the Registrar and Paying Agent as provided in the Bond Resolution, the Sale Certificate and this Agreement. The Bank shall cause the Bonds to be honored in accordance with their terms, provided that the Authority causes to be made available to the Bank



## ATTACHMENT D

all funds necessary in order to so honor the Bonds. Nothing in this Agreement shall require the Bank to pay or disburse any funds in excess of the amount then on deposit in the “Principal and Interest Payment Account” provided for in Section 2 of this Agreement. Nothing in this Agreement shall require the Authority to pay or disburse any funds for payment of the Bonds or interest thereon except at the times and in the manner provided in the Bond Resolution and the Sale Certificate. In addition, the Bank hereby accepts, including, without limitation, the duties and responsibilities pertaining to the authentication, registration, transfer, exchange and replacement of Bonds, and the duties and responsibilities pertaining to the calling of the Bonds for prior redemption, all as provided in the Bond Resolution and the Sale Certificate.

2. Not less than (a) one business day prior to each payment date, if funds are delivered by wire transfer, or (b) three business days prior to each payment date if funds are delivered by another method of payment, funds for the payment of the Bonds and interest thereon are to be deposited by the Authority with the Bank in an account designated “Principal and Interest Payment Account.” The funds so deposited shall be held and applied by the Bank through its Corporate Trust Department solely for the payment of principal of and interest on the Bonds. From such funds, the Bank agrees to pay at the times and in the manner provided in the Bond Ordinance, the principal of, interest on and redemption premium, if any, on the Bonds. In the event a payment date is not a business day, the Bank shall make the principal and/or interest payment on the following business day with the same effect as if it had been made on the date scheduled for such payment. The Bank shall not be required to invest or to pay interest on any funds of the Authority for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

3. There is hereby created and established with the Bank an account to be designated “Avon Urban Renewal Authority, Tax Increment Revenue Bonds, Series 2017, Costs of Issuance Account” (the “Costs of Issuance Account”). There shall be deposited into the Costs of Issuance Account an amount equal to \$\_\_\_\_\_ from the proceeds of the Bonds. The Bank shall use the funds on deposit in the Costs of Issuance Account to pay the costs of issuance of the Bonds upon the written direction of the Authority. The Bank may rely conclusively on any such direction and shall not be required to make any independent investigation in connection therewith. Moneys held as part of the Costs of Issuance Account shall remain uninvested. Any amounts remaining in the Costs of Issuance Account ninety (90) days after closing shall be

## ATTACHMENT D

transferred to the Authority subject to written confirmation from the Authority to the Bank that all costs of issuance have been paid.

4. The Authority shall pay to the Bank fees in accordance with its then existing fee schedule. No new fee schedule shall become effective until 30 days after the Bank has given the Authority notice thereof.

5. Unless waived by the Bank, the Authority agrees to provide the Bank with not less than 45 days' notice of any prior redemption of the Bonds.

6. Any moneys held by the Bank for the owners of the Bonds remaining unclaimed for one year after principal and interest of the respective Bonds with respect to which such moneys have been set aside become due and payable shall without further request by the Authority be paid to the Authority.

7. This Agreement may be terminated as provided in the Bond Resolution.

8. In the event of any conflict between the provisions of this Agreement and the provisions of the Bond Resolution, the provisions of the Bond Resolution shall be controlling.

9. The rights of the Authority under this Agreement shall be deemed to be a contract made under and shall be construed in accordance with and governed by the laws of the State of Colorado. Jurisdiction and venue for any disputes related to this Agreement shall be in a District Court for the State of Colorado.

10. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

11. If any section, subsection, paragraph, clause or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining sections, subsections, paragraphs, clauses or provisions of this Agreement.

12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

**ATTACHMENT D**

IN WITNESS WHEREOF, the Bank and the Authority have caused this Agreement to be duly executed and delivered as of the day and year first above written.

AVON URBAN RENEWAL AUTHORITY,  
COLORADO

By: \_\_\_\_\_  
Chairperson

(SEAL)

Attest:

\_\_\_\_\_  
Executive Director/Secretary

UMB BANK, n.a.,  
As Registrar and Paying Agent

By: \_\_\_\_\_  
Title: Authorized Officer

**PROJECT FUND AGREEMENT**

**THIS PROJECT FUND AGREEMENT**, dated January \_\_, 2017 (this “Project Fund Agreement”), by and among the **AVON URBAN RENEWAL AUTHORITY**, a body corporate and politic duly organized and validly existing under the laws of the State of Colorado (the “Authority”), **ALPINE BANK**, a Colorado banking corporation, in its capacity as purchaser (the “Purchaser”) and **ALPINE BANK**, a Colorado banking corporation, in its capacity as escrow agent (the “Escrow Agent”);

**WITNESSETH:**

WHEREAS, the Board of Commissioners of the Authority (the “Board”) has authorized the issuance of the Authority’s Tax Increment Revenue Bonds, Series 2017 (the “Bonds”) by an authorizing resolution adopted by the Board on December 13, 2016 (the “Resolution”) (all capitalized terms not otherwise defined herein shall have the meanings set forth in the Resolution); and

WHEREAS, pursuant to the Resolution, the Purchaser is providing, the sum of \$3,000,000 (the “Purchase Price”) to be available in one or more draws for the purpose of defraying in whole or in part the costs of the Project and the costs of issuing the Bonds; and

WHEREAS, the Authority and the Purchaser now desire to provide for the safekeeping, investment and disbursement of a portion of such monies provided by the Purchaser;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

**Section 1.** There is hereby created and established with the Escrow Agent an irrevocable escrow fund (the “Project Fund”) to be held in the custody of the Escrow Agent separate and apart from other funds of the Escrow Agent or the Authority. The Escrow Agent acknowledges receipt of \$\_\_\_\_\_ for application to the Project, as further described herein. The Escrow Agent and the Authority acknowledge and agree that the Project Fund and all proceeds thereof are being held by the Escrow Agent for disbursement or return as set forth herein. The Authority hereby grants to the Purchaser a first priority security interest in the Project Fund, and all proceeds thereof, and all investments made with any amounts in the Project Fund, subject to the terms and provisions of the Resolution.

The Escrow Agent agrees that the Project Fund shall be held irrevocably in trust for the account and benefit of the Authority and the Purchaser, respectively. To the limited extent required to perfect the security interest granted by the Authority to the Purchaser in the cash and negotiable instruments from time to time comprising the Project Fund, the Purchaser hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and the Escrow Agent agrees to hold physical possession of such cash and negotiable instruments as security for the obligations of the Authority pursuant to the Resolution; provided that the Escrow Agent shall have no responsibility for the perfection of the Purchaser’s security interest in the Project Fund. The Project Fund shall not be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with

## ATTACHMENT E

respect to the security interest therein held by the Purchaser) and all funds on deposit in the Project Fund shall be deposited into a lien-waiver account within such Project Fund.

**Section 2.** On the date hereof, the Escrow Agent has received on behalf of the Authority the sum of \$\_\_\_\_\_ representing the Purchase Price less the Authority's costs of execution, issuance and delivery. As of the date hereof, the Escrow Agent shall deposit such sum into the lien waiver account of the Project Fund.

**Section 3.** Monies held in the Project Fund shall be promptly invested and reinvested by the Escrow Agent, subject to the Authority's written direction, in any security or deposit account authorized by law. No investment shall be made in a security maturing later than the date on which the Authority reasonably anticipates needing such funds for the payment of the costs of the Project. The Authority shall notify the Escrow Agent as to the dates on which funds are needed for disbursement and the estimated amount of each such disbursement and the Escrow Agent may rely upon this information in connection with all investment or reinvestment of funds. In the absence of written investment direction from the Authority, the Escrow Agent shall hold all amounts in the Project Fund un-invested.

All interest earnings from such investments shall be held in the Project Fund and invested according to the written direction of the Authority, subject to application as provided herein.

**Section 4.** The Escrow Agent shall disburse funds from the Project Fund upon receipt of a written request and certification from the Authority, filed with the Escrow Agent and the Purchaser (who shall notify the Authority of its disapproval of any such request within three days) in substantially the form attached as Exhibit A hereto, setting forth the following: (1) the amount to be disbursed, (2) the address to which such funds are to be forwarded, (3) a brief description of the purpose of the payment, and (4) a statement that the expenditure for which funds are requested was or will be properly applied in connection with the acquisition, construction or installation of the Project or for the costs of execution, issuance and delivery of the Bonds, and that the amounts being requested pursuant to the proposed disbursement were not subject to a previous draw; and (5) a statement that no Event of Default has occurred and is continuing under the Bonds or any related Bond documents. The request shall contain as attachments copies of any bills, receipts, invoices, or other documents received by the Authority since the last disbursement hereunder, as well as executed acknowledgements of payments of all sums due and releases of mechanic's and materialmen's liens satisfactory to the Purchaser from any party having lien rights, which acknowledgements of payment and releases of liens shall cover all work, labor, equipment, materials done, supplied, performed, or furnished prior to such request; provided that the Escrow Agent shall have no obligation to review any such documentation accompanying the request in the form of Exhibit A. The Authority agrees to submit to the Escrow Agent and the Purchaser such disbursement request in substantially the form attached hereto as Exhibit A and such other documents and certificates as the Purchaser may reasonably request to evidence the proper expenditure of the monies in the Project Fund for the purposes of acquiring, constructing and installing the Project. The Escrow Agent has no duty to ascertain the correctness of any documents submitted in connection with any direction to disburse funds. In the event the Purchaser in good faith disagrees with any requisition and notifies the Escrow Agent of its disapproval within three days of the delivery of the requisition, then the Authority and the Purchaser shall use reasonable efforts to reach an agreement with

## ATTACHMENT E

respect to the disputed requisition during the thirty (30) days following such delivery. Upon receipt of such notification by the Purchaser, the Escrow Agent shall only cause a disbursement of funds upon the receipt of a written agreement between the Purchaser and the Authority. If the Purchaser and the Authority are unable to resolve the disputed items during the thirty (30) day period, the matter shall be resolved by binding court order. The Escrow Agent shall disburse funds within five (5) business days of receipt of a request and certification from the Authority or receipt of a written agreement between the Purchaser and the Authority; provided that such disbursement shall not be required to be made any earlier than the expiration of the three day period during which the Purchaser may disapprove a draw request as provided above in this Section 4.

**Section 5.** The Escrow Agent agrees that (a) the Escrow Agent shall keep and maintain adequate records pertaining to the accounts in the Project Fund; (b) the Escrow Agent shall make all disbursements from the Project Fund as reasonably directed in writing by the Authority with the consent of the Purchaser and (c) after the Project has been completed and the Authority delivers a certificate to the Purchaser and the Escrow Agent stating that, to the best of the Authority's knowledge based upon the representations of the related contractors, engineers, vendors or other consultants, and except for any amounts estimated by the Authority to be necessary for payment of any costs of the Project not then due and payable, the Project has been completed and accepted by the Authority, and all costs of the Project have been paid (the "Certificate of Completion"), the Escrow Agent shall file an accounting thereof with the Authority and the Purchaser. Upon making the disbursements as provided in Section 4 of this Agreement and receipt of the Certificate of Completion, the Escrow Agent shall remit any remaining balance to the Authority, who shall apply such amounts in accordance with the Tax Certificate executed by the Authority in connection with the issuance of the Bonds.

**Section 6.** In the event that the Escrow Agent receives written notice that an Event of Default has occurred under the Bonds or any related Bond documents prior to the final disbursement of funds from the Project Fund, monies on deposit in the Project Fund shall be applied in accordance with the terms and provisions of the Resolution.

**Section 7.** The Authority will proceed with the acquisition, construction and installation of the Project without delay and with due diligence. In the event that the net proceeds of the Bonds are not sufficient to pay all Project Costs, the Authority or the Town shall pay any such additional Project Costs, subject to appropriation.

**Section 8.** This Project Fund Agreement may be modified or amended only with the written consent of all parties hereto.

**Section 9.** The Escrow Agent, as escrow agent hereunder, shall have no duties or responsibilities other than those expressly set forth in this Agreement, and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent, as escrow agent hereunder, shall have no duty to enforce any obligation of any person, other than as provided herein. The Escrow Agent shall be under no liability to anyone by reason of any failure on the part of any party hereto or any maker, endorser or other signatory of any document or any other person to perform such person's obligations under any such document.

## ATTACHMENT E

The Escrow Agent acts hereunder as a depository only. The Escrow Agent is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of this Project Fund Agreement or with respect to the form of execution of the same. The Escrow Agent shall not be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith, and in the exercise of its own best judgment, and may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is believed by the Escrow Agent to be genuine and to be signed or presented by the proper person(s). The Escrow Agent shall not be held liable for any error in judgment made in good faith by an officer or employee of the Escrow Agent unless it shall be proved that the Escrow Agent was grossly negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The Escrow Agent shall not be bound by any notice of demand, or any waiver, modification, termination or rescission of this Agreement or any of the terms hereof, unless evidenced by a writing delivered to the Escrow Agent signed by the proper party or parties and, if the duties or rights of the Escrow Agent are affected, unless it shall give its prior written consent thereto.

The Escrow Agent may consult legal counsel in the event of any dispute or question as to the construction of any provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion or instructions of such counsel.

In the event that the Escrow Agent shall become involved in any arbitration or litigation relating to the escrowed funds hereunder, the Escrow Agent is authorized to comply with any decision reached through such arbitration or litigation.

To the extent allowable under applicable law, the Authority hereby agrees to indemnify the Escrow Agent for, and to hold it harmless against any loss, liability or expense incurred in connection herewith without negligence, gross negligence or willful misconduct on the part of the Escrow Agent, including without limitation legal or other fees arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including without limitation the costs and expenses of defending itself against any claim of liability in the premises or any action for interpleader. The Escrow Agent shall be under no obligation to institute or defend any action, suit, or legal proceeding in connection herewith, unless first indemnified and held harmless to its satisfaction in accordance with the foregoing, except that the Escrow Agent shall not be indemnified against any loss, liability or expense arising out of its own negligence, gross negligence or willful misconduct. Such indemnity shall survive the termination or discharge of this Agreement or resignation of the Escrow Agent.

**Section 10.** Pursuant to Section 1, the Authority shall pay certain fees in connection with the performance of the Escrow Agent's ordinary services hereunder. Additionally, Escrow Agent is entitled to fees for extraordinary services and reimbursement of any out of pocket and extraordinary costs and expenses, including, but not limited to, attorneys' fees. All of Escrow Agent's compensation, costs and expenses shall be paid by the Authority.

## ATTACHMENT E

**Section 11.** This Agreement shall terminate when all transfers required to be made with respect to the Project Fund by the Escrow Agent under the provisions hereof shall have been made. In the event that all amounts held by the Escrow Agent hereunder shall have not been expended as provided therein by the date that is three years from the date of this Agreement, this Agreement shall terminate and such unexpended amounts shall be remitted to the Authority.

**Section 12.** If any one or more of the covenants or agreements provided in this Project Fund Agreement on the part of the Escrow Agent or the Authority to be performed shall be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Project Fund Agreement.

**Section 13.** This Project Fund Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

**Section 14.** This Project Fund Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

**Section 15.** All notices hereunder, including requisitions of funds from the Escrow Agent, may be given by mail or electronically, if to the Authority, to: Avon Urban Renewal Authority, P.O. Box 975, Avon, CO 81620, Attention: \_\_\_\_\_; if to the Purchaser, to: Alpine Bank Avon, 400 7<sup>th</sup> Street South, Rifle, CO 81650, Attention: \_\_\_\_\_; and if to the Escrow Agent, to: Alpine Bank Avon, 400 7<sup>th</sup> Street South, Rifle, CO 81650, Attention: \_\_\_\_\_; in any case promptly confirmed by mailing a copy to the addresses set forth above.

**Section 16.** The Escrow Agent may resign and be discharged of the trust created in Section 1 hereof by written resignation filed with the Authority and the Purchaser not less than thirty (30) days before the date it is proposed to take effect. Such resignation shall take effect only upon the appointment of a successor Escrow Agent.

Any escrow agent hereunder may be removed at any time by an instrument appointing a successor to the escrow agent so removed, executed by the Authority and the Purchaser. If the Escrow Agent or any successor escrow agent resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Escrow Agent, and the Authority shall appoint a successor and shall mail notice of such appointment by registered or certified mail to the Purchaser; provided, however, that if there shall have occurred an Event of Default under the Bonds or any of the related Bond documents, then the Purchaser may remove the Escrow Agent and appoint a successor at its sole discretion.. If the Authority fails to make such appointment within thirty (30) days after the date notice of resignation is filed, the Purchaser may do so. If the Purchaser fails to make sure appointment within sixty (60) days after the day notice of resignation is filed, the Escrow Agent may petition any court for the appointment of a successor escrow agent.



## ATTACHMENT E

Any successor escrow agent shall be a national bank with trust powers or a bank or trust company, in each case having capital and surplus of at least \$50,000,000 if there be one able and willing to accept the escrow on reasonable and customary terms.

**Section 17.** In the event of any dispute between the Authority and the Purchaser as to the facts of default, the validity or meaning of these instructions or any other fact or matter relating to the transaction between the parties, the Escrow Agent is instructed as follows:

That it shall be under no obligation to act or make any disbursement of any monies held by it hereunder, except under process or order of court or joint written direction of the Authority and the Purchaser, and shall sustain no liability for its failure to act pending such process or court order or joint written direction of the Authority and the Purchaser;

That it may in its sole and absolute discretion, deposit the property herein or so much thereof as remains in its hands with the then Secretary of the Board, or acting Secretary of the Board, interplead the parties hereto, and upon so depositing such property and filing its complaint in interpleader it shall be relieved of all liability under the terms hereof as to the property so deposited, and furthermore, the parties hereto for themselves, their heirs, legal representatives, successors and assigns do hereby submit themselves to the jurisdiction of said court. The institution of any such interpleader action shall not impair the rights of the Escrow Agent under Section 9 of this Project Fund Agreement.

**Section 18.** The Purchaser agrees to provide the Escrow Agent completed Forms W-9 (or forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request at the time of execution of this Agreement and the Authority and the Purchaser agree to provide any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time.

[Remainder of page intentionally left blank]

**ATTACHMENT E**

IN WITNESS WHEREOF, the parties have executed this Project Fund Agreement as of the \_\_\_\_ day of January, 2017.

AVON URBAN RENEWAL AUTHORITY, as  
Authority

By: \_\_\_\_\_  
Chairperson

ATTEST:

By: \_\_\_\_\_  
Secretary

**ATTACHMENT E**

ALPINE BANK, A COLORADO BANKING CORPORATION, as Escrow Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ALPINE BANK, A COLORADO BANKING CORPORATION, as Purchaser

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT E**

**EXHIBIT A**

**FORM OF REQUISITION**

Alpine Bank, A Colorado Banking Corporation

Attention: \_\_\_\_\_

400 7<sup>th</sup> Street South

Rifle, CO 81650

Ladies and Gentlemen:

The undersigned Avon Urban Renewal Authority (the "Authority"), pursuant to Section 4 of the Project Fund Agreement dated January \_\_, 2017 (the "Project Fund Agreement") by and between the Authority and Alpine Bank, a Colorado Banking Corporation, acting as escrow agent (the "Escrow Agent"), hereby requests payment of the following sums from the Project Fund held by the Escrow Agent under the Project Fund Agreement. (Capitalized terms used herein and not otherwise defined shall have the same meanings, respectively, as in the Project Fund Agreement):

Amount: \$ \_\_\_\_\_

Name and Address of Payee: \_\_\_\_\_

Describe Nature of Obligation: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Name and Address of Payee: \_\_\_\_\_

Describe Nature of Obligation: \_\_\_\_\_

In connection with such request, we certify and warranty as follows:

1. the expenditure(s) for which such funds are requested was (were) or will be properly applied in connection with the construction of the Project or for the costs of preparation, execution, issuance and delivery of the Bonds, and the amounts being requested were not subject to a previous draw;

2. no Event of Default has occurred and is continuing under the Bonds or any related Bond documents; and

**ATTACHMENT E**

3. there has been no material adverse change in the financial condition of the Authority since the date of the last requisition from the Project Fund.

AVON URBAN RENEWAL AUTHORITY, as  
Authority

By: \_\_\_\_\_  
Authorized Officer

In accordance with Section 4 of the Project Fund Agreement, the Purchaser may indicate its disapproval of this request by checking the box below and delivering this page to the Authority or by other appropriate means within three (3) days of the date first set forth above.

Disapproved

ALPINE BANK, as Purchaser

By: \_\_\_\_\_

Title: \_\_\_\_\_



## **AVON URBAN RENEWAL AUTHORITY COMMISSIONERS REPORT**

**To:** Chairperson Jennie Fancher and URA Commissioners

**From:** Scott Wright, Treasurer

**Date:** December 13, 2016

**Re:** Resolution No. 16-05

---

### **Action Before the Commission**

Resolution No. 16-05, a resolution that allows project costs related to the new Town Hall project, incurred prior to the issuance of the tax increment bonds, to be reimbursed to the urban renewal authority from the bond proceeds.

### **Proposed Motion**

“Move to approve Resolution No. 16-05, a resolution expressing the intent of the Board to be reimbursed for certain expenses relating to the financing of Town Hall”.

### **Summary**

As stated above, this resolution allows the Avon URA to be reimbursed from bond proceeds for costs related to the new Town Hall project that had to be expended prior to the issuance of the bonds. In this case, a new gas line had to be run by Excel Energy because the old gas line that was run from the Sheraton was disconnected. In addition, the URA has been expending funds for architectural fees which are intended to be paid from bond proceeds.

The URA plans to issue the bond on January 5, 2017. At that time a requisition will be forwarded to Alpine Bank to release funds from the project escrow account back to the URA for reimbursement.

### **Exhibits and Attachments:**

A - Resolution No. 16-05

**AVON URBAN RENEWAL AUTHORITY**

**RESOLUTION 16-05, SERIES OF 2016**

**A RESOLUTION EXPRESSING THE INTENT OF THE BOARD TO BE REIMBURSED FOR CERTAIN EXPENSES RELATING TO THE FINANCING OF TOWN HALL.**

**WHEREAS**, it is the current intent of the Board of Commissioners (the “Board”) of the Avon Urban Renewal Authority (the “Authority”) to acquire, construct and install various improvements to the new Town Hall (the “Project”) of the Town of Avon, Colorado (the “Town”), which is located in the Town at Mountain Vista Resort Subdivision, Lot 4-140 Mikaela Way; and

**WHEREAS**, the Board currently believes that it is in the best interest of the Authority to finance the Project through the issuance of its Tax Increment Revenue Bonds, Series 2017; and

**WHEREAS**, the Board has determined that it may be necessary to make capital expenditures related to the Project prior to the time that the Authority arranges for the specific financing of such Project; and

**WHEREAS**, it is the Board’s reasonable expectation that when such financing occurs, the capital expenditures will be reimbursed with the proceeds of the financing; and

**WHEREAS**, in order to comply with the provisions of the Internal Revenue Code of 1986, as amended, it is the Board’s desire that this resolution shall constitute the “official intent” of the Board to reimburse such capital expenditures within the meaning of Treasury Regulation §1.150-2.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE AVON URBAN RENEWAL AUTHORITY:**

Section 1. All action (not inconsistent with the provisions of this resolution) heretofore taken by the Board and the officers, employees and agents of the Authority directed toward the acquisition, construction, installation and financing of the Project is hereby ratified, approved and confirmed.

Section 2. The Authority intends to finance approximately \$3,000,000 to pay the costs of the Project, including the reimbursement of certain costs incurred by the Authority prior to the receipt of any proceeds of a financing, upon terms acceptable to the Authority, as authorized in a resolution to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith.

Section 3. The officers, employees and agents of the Authority shall take all action necessary or reasonably required to carry out, give effect to and consummate the

transactions contemplated hereby and shall take all action necessary or desirable to acquire, construct, install and finance the Project and to otherwise carry out the transactions contemplated by the resolution.

Section 4. The officers and employees of the Authority are hereby authorized and directed to take all action necessary or appropriate to effectuate the provision of this resolution.

Section 5. The Authority shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h).

Section 6. This resolution is intended to be a declaration of “official intent” to reimburse expenditures within the meaning of Treasury Regulation §1.150-2

Section 7. If any section, paragraph, clause or provision of this resolution shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 8. All acts, orders and resolutions of the Board, and parts thereof, inconsistent with this resolution be, and the same hereby are, repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 9. The resolution shall in full force and effect upon its passage and approval.



**PASSED THIS DECEMBER 13, 2016, BY THE BOARD OF COMMISSIONERS OF THE AVON URBAN RENEWAL AUTHORITY.**

**AVON URBAN RENEWAL AUTHORITY**

By: \_\_\_\_\_  
Chairperson of the Board of Commissioners

(SEAL)

ATTEST:

\_\_\_\_\_  
Executive Director

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Attorney for the Authority

STATE OF COLORADO )  
 ) SS.  
 AVON URBAN RENEWAL )  
 AUTHORITY )

I, Virginia Egger, the Executive Director/Secretary of the Avon Urban Renewal Authority (the “Authority”), do hereby certify that:

a. The foregoing pages are a true and correct copy of a resolution (the “Resolution”) passed and adopted by the Board of Commissioners of the Authority (the “Board”) at a regular meeting held on December 13, 2016.

b. The Resolution was duly moved and seconded and the Resolution was adopted at the meeting of December 13, 2016, by an affirmative vote of a majority of the members of the Board as follows:

Name	“Yes”	“No”	Absent
Jennie Fancher, Chairperson			
Megan Burch			
Matt Gennett			
Scott Prince			
Amy Phillips			
Sarah Smith Hymes			
Jake Wolf			

c. The members of the Board were present at such meetings and voted on the passage of such Resolution as set forth above.

d. The Resolution was approved and authenticated by the signature of the Chairperson or Vice Chairperson of the Board, sealed with the Authority seal, attested by the Executive Director/Secretary of the Board and recorded in the minutes of the Board.

e. There are no bylaws, rules or regulations of the Board which might prohibit the adoption of said Resolution.

f. Notice of the meeting of December 13, 2016, in the form attached hereto as Exhibit A, was posted in at the Avon Town Hall, Avon Municipal Complex, and One Lake Street, in the Town of Avon, not less than twenty-four hours prior to the meeting in accordance with law.

WITNESS my hand and the seal of said Authority affixed December 13, 2016.

---

Executive Director/Secretary

(SEAL)

EXHIBIT A

(Attach Notice of Meeting of December 13, 2016)



TOWN OF AVON, COLORADO

MINUTES FOR THE URBAN RENEWAL AUTHORITY MEETING FOR NOVEMBER 15, 2016

AVON TOWN HALL, ONE LAKE STREET

**1. CALL TO ORDER & ROLL CALL**

Chairman Fancher called the meeting to order at 8:58 p.m. A roll call was taken and Authority members present were Buz Reynolds, Megan Burch, Matt Gennett, Jake Wolf, Scott Prince and Sarah Smith Hymes. Also present were Executive Director/Secretary Virginia Egger, Town Attorney Eric Heil, Executive Assistant to the Town Manager Preston Neill and Authority Clerk Debbie Hoppe.

**2. APPROVAL OF AGENDA**

There were no changes to the agenda.

**3. PUBLIC COMMENT – COMMENTS ARE WELCOME ON ITEMS NOT LISTED ON THE FOLLOWING AGENDA**

No comments were made.

**4. ACTION ITEM**

**4.1. CONSENT AGENDA**

4.1.1. APPROVAL OF BUTLER SNOW ENGAGEMENT LETTER (ASSISTANT TOWN MANAGER SCOTT WRIGHT)

4.1.2. APPROVAL OF OCTOBER 25, 2016 URA MEETING MINUTES

(ASSISTANT TO THE TOWN MANAGER PRESTON NEILL)

Authority member Reynolds moved to approved consent agenda. Authority Member Burch seconded the motion and it passed unanimously by those present.

**5. WRITTEN REPORT**

5.1. BOND ISSUANCE SCHEDULE AND TERM SHEET FOR SERIES 2016 TAX INCREMENT FINANCING REVENUE BONDS FOR THE URA TENANT FINISHES AT THE NEW TOWN HALL ( ASSISTANT TOWN MANAGER SCOTT WRIGHT)

**6. ADJOURNMENT**

There being no further business to come before the Authority, the meeting adjourned at 8:59 p.m.

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Debbie Hoppe, Authority 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: Scott Wright, Asst. Town Manager

Date: December 13, 2016

Agenda Topic: Resolution No. 16-34, Moral Obligation Resolution

---

### **Action Before the Council**

A resolution concerning the Avon Urban Renewal Authority's Series 2017 Tax Increment Bonds, Authorizing the Town Manager to Request the Town Council Fund any Deficiencies in the Bond Account Pledged to the Payment of Such Bonds, and Authorizing the 2017 Cooperation Agreement.

### **Proposed Motion**

"Move to approve Resolution No. 16-34, a resolution concerning the Avon Urban Renewal Authority and its Tax Increment Revenue Bonds, Series 2017; authorizing and directing actions by the Town Manager with respect to the preparation of requests to the Town Council for appropriation of moneys to fund any deficiencies in the bond account pledged to the payment of such bonds; authorizing the 2017 Cooperation Agreement; and other actions taken by the Town in connection therewith".

### **Summary**

This resolution, creates a moral obligation, but not legal, obligation on behalf of the Town, to fund any deficiencies of pledged revenues for the Avon Urban Renewal Tax Increment Revenue Bonds, Series 2017.

The resolution states that it is the intention and expectation of the Town Council to appropriate such funds necessary, within the limits of available funds and revenues, but this declaration of intent is not be binding upon the Town Council or any future Town Council in any future fiscal year. The Town Council may determine in its sole discretion, but shall never be required, to make the appropriations so requested.

### **Exhibits and Attachments:**

Attachment A - Resolution No. 16-34, page 1-5, Exhibit A

Attachment B – 2017 Cooperation Agreement, pages 1-7

# ATTACHMENT A

## TOWN OF AVON

### RESOLUTION NO. 16-34, SERIES 2016

**A RESOLUTION CONCERNING THE AVON URBAN RENEWAL AUTHORITY AND ITS TAX INCREMENT REVENUE BONDS, SERIES 2017; AUTHORIZING AND DIRECTING ACTIONS BY THE TOWN MANAGER WITH RESPECT TO THE PREPARATION OF REQUESTS TO THE TOWN COUNCIL FOR APPROPRIATION OF MONEYS TO FUND ANY DEFICIENCIES IN THE BOND ACCOUNT PLEDGED TO THE PAYMENT OF SUCH BONDS; AUTHORIZING THE 2017 COOPERATION AGREEMENT; AND OTHER ACTIONS TAKEN BY THE TOWN IN CONNECTION THEREWITH.**

WHEREAS, the Town Council (the “Town Council”) of the Town of Avon, Colorado (the “Town”), by Resolution No. 07-20, adopted June 26, 2007, created the Avon Urban Renewal Authority of the Town (the “Authority”); and

WHEREAS, pursuant to Resolution No. 07-27, adopted on August 14, 2007, and as amended pursuant to Resolution No. 15-21, Series of 2015, on November 10, 2015, the Town approved the Town Center West Area Urban Renewal Plan, as amended (the “Plan”) pursuant to the Colorado Urban Renewal Law (the “URA Law”); and

WHEREAS, the Authority intends to issue its Tax Increment Revenue Bonds, Series 2017 (the “Bonds”) in order to finance certain improvements as contemplated by the Plan (the “Project”) which will be issued pursuant to a resolution to be adopted by the Board of Commissioners of the Authority (the “Bond Resolution”); and

WHEREAS, all capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Bond Resolution; and

WHEREAS, pursuant to a Cooperation Agreement (the “2017 Cooperation Agreement”) between the Town and the Authority, the Town may agree, subject to conditions specified in the 2017 Cooperation Agreement, to loan funds to the Authority for the Project; and

WHEREAS, the Bond Resolution requires that the Pledged Property Tax Revenues be deposited in the Revenue Fund and that moneys on deposit in the Revenue Fund be transferred each month to the Bond Account in the amounts set forth therein to pay the next installment of interest and principal on the outstanding Bonds in accordance with the Bond Resolution; and

WHEREAS, the Bond Resolution contemplates that if, in any month, there are insufficient moneys on deposit in the Revenue Fund to make the payments into the Bond Account in the amounts required by the Bond Resolution, or if the Executive Director anticipates that there will be a deficiency in moneys on deposit in the Revenue Fund to make any such

## ATTACHMENT A

deposit in any given month, then the Executive Director shall immediately notify the Town Manager of any such insufficiency, and the Town Manager shall notify the Town Council of any such insufficiency in the Revenue Fund and request an appropriation or supplemental appropriation in an amount sufficient to make up any such insufficiency; and

WHEREAS, the Town Council wishes to make a non-binding statement of its present intent to appropriate funds in an amount sufficient to make deposits to the Bond Account in an amount equal to any such deficiency in the Revenue Fund and to authorize and direct the Town Manager to take certain actions for the purpose of causing requests for such appropriations to be presented to the Town Council for consideration; and

WHEREAS, the form of the 2017 Cooperation Agreement is on file with the Town Clerk.

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

Section 1. Appropriations to the Bond Account. In each year the Bonds are outstanding, and as provided in the Bond Resolution, if, in any month, there are insufficient moneys on deposit in the Revenue Fund to make the transfers into the Bond Account in the amounts required by the Bond Resolution, or if the Executive Director anticipates that there will be a deficiency in moneys on deposit in the Revenue Fund to make any such transfers in any given month, then the Executive Director is required to immediately notify the Town Manager of any such insufficiency. Upon the receipt of any such notice from the Executive Director, the Town Manager shall prepare and submit to the Town Council a request for an appropriation of an amount equal to any such insufficiency, to be deposited in the Bond Account. It is the present intention and expectation of the Town Council to appropriate such funds as requested, within the limits of available funds and revenues, but this declaration of intent shall not be binding upon the Town Council or any future Town Council in any future fiscal year. The Town Council may determine in its sole discretion, but shall never be required, to make the appropriations so requested. All sums appropriated by the Town Council for such purpose shall be deposited by or on behalf of the Authority into the Bond Account. Nothing provided in this Section 1 shall create or constitute a debt, liability or multiple fiscal year financial obligation of the Town.

Section 2. Repayment of Amounts Appropriated. In the event that the Town Council appropriates funds as contemplated by Section 1 hereof, any amounts actually advanced shall be treated as a loan from the Town to the Authority under the 2017 Cooperation Agreement and shall be repaid by the Authority from and to the extent of Pledged Revenues available for the payment of subordinate obligations in accordance with the Bond Resolution.

Section 3. Limitation to Bonds. Unless otherwise expressly provided by a subsequent resolution of the Town Council, the provisions of this Resolution shall apply only to the funding of the Bond Account originally established in connection with the Bonds and shall not apply to any other additional obligations.



**ATTACHMENT A**

Section 4. Approval and Authorization of the 2017 Cooperation Agreement.

The form of the 2017 Cooperation Agreement is hereby approved. The Town shall enter into and perform its obligations under the 2017 Cooperation Agreement, in substantially the form of such document as is on file with the Town Clerk, provided that such document may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Resolution, the execution thereof being deemed conclusive approval of any such changes by the Town. The Mayor or Town Manager is hereby authorized and directed to execute the 2017 Cooperation Agreement on behalf of the Town, and the Town Clerk is hereby authorized to attest to the 2017 Cooperation Agreement.

Section 5. General Repealer. All prior resolutions, or parts thereof,

inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 6. Effectiveness. This Resolution shall take effect immediately upon

its passage.

PASSED AND ADOPTED December 13, 2016.

TOWN OF AVON, COLORADO

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Town Attorney

**ATTACHMENT A**

STATE OF COLORADO )  
 ) SS.  
TOWN OF AVON )

I, Debbie Hoppe, the Town Clerk of the Town of Avon, Colorado, do hereby certify that:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Town Council (the "Council") at a regular meeting held on December 13, 2016.

2. The Resolution was duly moved and seconded and the Resolution was adopted at the meeting of December 13, 2016, by an affirmative vote of a majority of the members of the Council as follows:

Name	"Yes"	"No"	Absent
Jennie Fancher, Mayor			
Jake Wolf, Mayor Pro Tem			
Megan Burch			
Matt Gennett			
Amy Phillips			
Scott Prince			
Sarah Smith Hymes			

3. The members of the Council were present at such meetings and voted on the passage of such Resolution as set forth above.

4. The Resolution was approved and authenticated by the signature of the Mayor of the Town, sealed with the Town seal, attested by the Town Clerk and recorded in the minutes of the Council.

5. There are no bylaws, rules or regulations of the Council which might prohibit the adoption of said Resolution.

6. Notice of the meeting of December 13, 2016, in the form attached hereto as Exhibit A, was posted at the Avon Town Hall, Avon Municipal Complex, One Lake Street, in the Town, not less than twenty-four (24) hours prior to the meeting in accordance with law.

**ATTACHMENT A**

WITNESS my hand and the seal of the Town affixed December 13, 2016.

---

Town Clerk

(SEAL)

# ATTACHMENT A

Exhibit A

(Form of Notice of Meeting)

**Butler Snow Draft: 12.5.2016**

**2017 COOPERATION AGREEMENT  
BETWEEN THE TOWN OF AVON AND  
THE AVON URBAN RENEWAL AUTHORITY**

THIS 2017 COOPERATION AGREEMENT (this “Agreement”), dated as of January \_\_, 2017, is made and entered into between the TOWN OF AVON, COLORADO (the “Town”) and the AVON URBAN RENEWAL AUTHORITY (the “Authority”).

WHEREAS, the Town is a Colorado home rule municipality with all the powers and authority granted pursuant to Article XX of the Colorado Constitution and its Town Charter; and

WHEREAS, the Authority is a Colorado Urban Renewal Authority, with all the powers and authority granted to it pursuant to Title 31, Article 25, Part 1, Colorado Revised Statutes (“C.R.S.”) (the “Urban Renewal Law”); and

WHEREAS, pursuant to Article XIV of the Colorado Constitution, and Title 29, Article 1, Part 2, C.R.S., the Town and the Authority are authorized to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each governmental entity; and

WHEREAS, the Town has heretofore approved the Avon Urban Renewal Authority Town Center West Area Urban Renewal Plan, as amended (the “Plan”) and the urban renewal project described therein (the “Urban Renewal Project”); and

WHEREAS, the Urban Renewal Project has been undertaken for the public purpose of enhancing employment opportunities, eliminating existing conditions of blight, and improving the tax base of the Town; and

WHEREAS, pursuant to Section 31-25-112, C.R.S., the Town is specifically authorized to do all things necessary to aid and cooperate with the Authority in connection with the planning or undertaking of any urban renewal plans, projects, programs, works, operations or activities of the Authority, to enter into agreements with the Authority respecting such actions to be taken by the Town, and appropriating funds and making such expenditures of its funds to aid and cooperate with the Authority in undertaking the Urban Renewal Project and carrying out the Plan; and

WHEREAS, the Authority has previously issued its Tax Increment Revenue Bonds, Series 2013 (the “2013 Bonds”) in order to finance the costs of refunding certain outstanding loans; and

WHEREAS, in connection with the issuance of the 2013 Bonds, the Town and the Authority executed and delivered a 2013 Cooperation Agreement (the “2013 Cooperation

## ATTACHMENT B

Agreement”) pursuant to which the Town agreed, among other things, and subject to certain conditions, to loan funds to the Authority for urban renewal purposes; and

WHEREAS, pursuant to a resolution adopted on December 13, 2016 (the “Bond Resolution”), the Authority has determined to issue its Tax Increment Revenue Bonds, Series 2017 (the “2017 Bonds”) to finance the acquisition, construction and installation of an improvement project, as further set forth in the Bond Resolution (the “Project”); and

WHEREAS, for the purpose of providing additional security for the payment of the Bonds, the Town Council of the Town (the “Council”) has adopted its Resolution 16-\_\_\_, Series 2016 (the “Moral Obligation Resolution”) declaring its nonbinding intent and expectation that, in each year the Bonds are outstanding, it will lend additional moneys to the Authority, within the limits of available funds and revenues, by making payments into the Bond Account to the extent there are insufficient Pledged Revenues to make such deposits when due; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town and the Authority has determined it is in the best interest of the Authority, that the 2013 Cooperation Agreement remain in full force and effect and that this Agreement shall be an additional cooperation agreement among the Town and the Authority.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Town and the Authority agree as follows:

1. DEFINITIONS. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bond Resolution.

2. 2013 COOPERATION AGREEMENT. The 2013 Cooperation Agreement is hereby ratified, approved and confirmed and shall remain in full force and effect. The terms and provisions of this Agreement shall be in addition to all terms and provisions of the 2013 Cooperation Agreement.

3. PLEDGED REVENUES. (a) The Authority shall use Pledged Revenues for purposes described in the Bond Resolution and for any other lawful purpose, as permitted by the Act.

(b) To the extent lawfully possible, the Town will take no action that would have the effect of materially reducing Pledged Revenues.

4. LOAN. (a) If the Council appropriates funds pursuant to the Moral Obligation Resolution, such funds shall be a loan from the Town to the Authority to be repaid as provided herein.

(b) The Town may advance to the Authority amounts to be used by the Authority for costs incurred for its staffing, consultants, design, engineering, construction, and other expenses in connection with the Plan, the Urban Renewal Project and the Project, including any amounts advanced prior to the date hereof (a “Prior Advance”). Such amounts shall be subject to annual appropriation by the Town Council, and the Town shall not be obligated to advance any money to the Authority pursuant to the terms hereof. If amounts are appropriated

## ATTACHMENT B

by the Town Council, such amounts may be paid directly to the Authority by the Town or, at the request of the Authority, paid to third-parties by the Town on behalf of the Authority. Each amount advanced shall constitute a loan to the Authority in an amount equal to such advance, to be repaid as provided herein.

(c) The Town hereby authorizes the Authority to utilize the services of certain Town employees as determined by the Town to assist the Authority in work related to the Plan and the Project. The Authority shall, upon request of the Town, reimburse the Town for the applicable percentage of each such employees' wages or salary and benefits, as set forth in writing by the Town. The use of such employees by the Authority and the proportionate cost of their services shall be deemed an advance by the Town and the obligation to pay for such services is hereby designated a loan from the Town to the Authority to be repaid as provided herein. The Town may, in its discretion, choose not to seek reimbursement of such costs in order to assist the Authority with the implementation of the Plan.

(d) The Town shall retain the right to establish the employees' wages or salary and benefits, and the right to discharge, reassign, or hire employees to perform the services required by the Authority. Except for the percentage of time devoted to the Authority activities which shall be under the direction or control of the Executive Director of the Authority, the Town retains the right to direct and control the employees. The Town, as the employer, has the responsibility for payment of salary or wages to the employee, and for reporting, withholding, and paying any applicable taxes with respect to the employees' wages or salary and payment of Town sponsored employee benefit plans and payment of unemployment compensation insurance as may be required. The Town also retains the right to provide for the welfare and benefit of employees through such programs as professional training. The Authority shall not have any responsibility for the payment or reporting of remuneration paid to the Town's employees, all of such responsibilities being the obligation of the Town. The Town intends to retain the right to maintain the employment relationship between the Town and its employees on a long term, and not a temporary basis.

(e) In the event of any employment related issues with employees assigned to work with the Authority, the Executive Director of the Authority shall report such concerns or issues promptly to the Town Manager, who shall be responsible for addressing such concerns.

(f) Any advances or loans made pursuant to this Agreement, including any Prior Advance, shall be reimbursed to the Town to the extent there are Pledged Revenues available for such purposes pursuant to the Bond Resolution. To the extent that such advances and/or loans are not paid, the Town may, by resolution, forgive all or any portion of such advances and/or loans at any time.

(g) Any other amounts advanced or loaned to the Authority by the Town or payments made or debts incurred by the Town on behalf of the Authority relating to the Plan, the Urban Renewal Project, the Bonds or the Project may be designated a loan from the Town to the Authority to be repaid as provided herein.

## ATTACHMENT B

5. PAYMENT. (a) All amounts payable by the Authority to the Town hereunder, including any Prior Advances, shall constitute subordinate obligations for purposes of the Bond Resolution. The Authority shall cause such amounts to be paid from and to the extent of Pledged Revenues available for the payment of subordinate obligations in accordance with the Bond Resolution. All amounts payable by the Authority to the Town hereunder shall be on a pari passu basis with all amounts payable by the Authority to the Town under the 2013 Cooperation Agreement.

(b) Due to the benefits gained by the Town from the Urban Renewal Project, no interest will be due on the amounts advanced or loaned to the Authority by the Town unless the Town and the Authority agree in writing that interest shall be paid on any such loans or advances.

6. FURTHER COOPERATION. (a) The Town shall continue to make available such employees of the Town as may be necessary and appropriate to assist the Authority in carrying out any authorized duty or activity of the Authority pursuant to the Urban Renewal Law, the Plan, the Urban Renewal Project, the Bonds or the Project, or any other lawfully authorized duty or activity of the Authority.

(b) The Town agrees to assist the Authority by pursuing all lawful procedures and remedies available to it to collect and transfer to the Authority on a timely basis all Pledged Revenues.

(c) The Town agrees to pay to the Authority any Pledged Revenues when, as and if received by the Town, but which are due and owing to the Authority pursuant to the Urban Renewal Plan.

7. SUBORDINATION. The Authority's obligations pursuant to this Agreement, including any Prior Advances, are subordinate to the Authority's obligations for the repayment of any current or future bonded indebtedness. For purposes of this Agreement, the term "bonded indebtedness," "bonds" and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the Authority, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by revenues of the Authority, and including the Bonds.

8. GENERAL PROVISIONS. (a) Dispute Resolution. If a dispute arises between the parties relating to this Agreement, the parties agree to submit the dispute to mediation prior to filing litigation.

(b) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado and shall be subject to the limitations, if any, that are applicable under the Charter or the ordinances of the Town.



## ATTACHMENT B

(c) Separate Entities. Nothing in this Agreement shall be interpreted in any manner as constituting the Town or its officials, representatives, consultants or employees as the agents of the Authority, nor as constituting the Authority or its officials, representatives, consultants or employees as agents of the Town. Each entity shall remain a separate legal entity pursuant to applicable law. Neither party shall be deemed hereby to have assumed the debts, obligations or liabilities of the other.

(d) Third Parties. Neither the Town nor the Authority shall be obligated or liable under the terms of this Agreement to any person or entity not a party hereto.

(e) Modifications. No modification or change of any provision in this Agreement shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by both parties and incorporated as a written amendment to this Agreement. Memoranda of understanding and correspondence shall not be construed as amendments to the Agreement.

(f) Entire Agreement. This Agreement shall represent the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter of this Agreement and shall be independent of and have no effect upon any other contracts.

(g) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

(h) Notices. All notices and other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by first class mail, postage prepaid, addressed as follows:

If to the Town:

Town of Avon, Colorado  
P.O. Box 975  
Avon, Colorado, 81620  
Attention: Town Manager

If to the Authority:

Avon Urban Renewal Authority  
P.O. Box 975  
Avon, Colorado, 81620  
Attention: Executive Director

The Town or the Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent or any further or different means by which notices may be sent.

## ATTACHMENT B

(i) Termination. This Agreement may not be terminated by either party so long as the Bonds are outstanding. So long as the Authority does not have any outstanding Bonds and does not owe any amounts to the Town under this Agreement, either party may terminate this Agreement in writing upon thirty (30) days written notice to the other party.

(j) Assignment. This Agreement shall not be assigned, in whole or in part, by either party without the written consent of the other.

(k) Waiver. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies reserved in this Agreement shall be cumulative and additional to any other remedies in law or in equity.

**ATTACHMENT B**

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date above.

AVON URBAN RENEWAL  
AUTHORITY

TOWN OF AVON, COLORADO

By: \_\_\_\_\_  
Chairperson

By: \_\_\_\_\_  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Executive Director/Secretary

\_\_\_\_\_  
Town Clerk

APPROVED AS TO LEGAL FORM

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
Authority Attorney

By: \_\_\_\_\_  
Town Attorney



## TOWN COUNCIL REPORT

**To:** Honorable Mayor Jennie Fancher and Avon Town Council

**From:** Kelly Huitt, Budget Analyst

**Meeting Date:** December 15, 2016

**Agenda Topic:** Adoption of 2016 Property Tax Levies

---

### **Action Before Council:**

Adoption of the 2016 Town of Avon general operating and the Avon General Improvement District No. 1 mill levies.

### **Proposed Motion:**

"I move to approve Resolution #16-35 and #16-36 to adopt the 2016 Town of Avon general operating and the Avon General Improvement District No. 1 mill levies."

### **Summary:**

Resolutions #16-35 and #16-36 levying property taxes for Town of Avon general operating and the Avon General Improvement District No. 1 are hereby submitted for adoption.

The property tax mill rates will be levied as follows:

- General operating purposes - 8.956 mills, no change from the previous year;
- Debt service - 0 mills, a decrease of 2.809 mills from 2015. This is the first time in recent history that the Town of Avon debt service mill levy equals zero.
- Avon General Improvement District No. 1 – 14.005 mills, a decrease of .072 mills from 2015.

### **Attachments:**

A – Resolution 16-35

B – Resolution 16-36

**TOWN OF AVON  
RESOLUTION NO. 16-35**

**SERIES OF 2016**

**A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR  
2016, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF  
AVON, COLORADO, FOR THE 2017 BUDGET YEAR**

**WHEREAS**, the Town Council of the Town of Avon has adopted the annual budget in accordance with the Local Government Budget Law and Town Charter on October 25, 2016; and

**WHEREAS**, the amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$1,737,308; and

**WHEREAS**, the 2016 net total assessed valuation for the Town of Avon, as certified by the County Assessor is \$1,737,308.

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

**Section 1.** That for the purpose of meeting all general operating expenses of the Town of Avon during the 2017 budget year there is levied a tax of 8.956 mills upon each dollar of the net total assessed valuation of all taxable property within the Town of Avon for the year 2016.

**Section 2.** That the Mayor is hereby authorized and directed to certify to the County Commissioners of Eagle County, Colorado, the mill levies for the Town of Avon as hereinabove determined and set.

**ADOPTED this 13<sup>th</sup> day of December, 2016.**

TOWN OF AVON, COLORADO

\_\_\_\_\_  
Jennie Fancher  
Mayor

ATTEST:

\_\_\_\_\_  
Debbie Hoppe  
Town Clerk

# CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

**TO:** County Commissioners<sup>1</sup> of Eagle County, Colorado.

On behalf of the Town of Avon,  
(taxing entity)<sup>A</sup>  
 the Town Council,  
(governing body)<sup>B</sup>  
 of the Town of Avon,  
(local government)<sup>C</sup>

**Hereby** officially certifies the following mills to be levied against the taxing entity's GROSS \$ 211,204,450 assessed valuation of: (GROSS<sup>D</sup> assessed valuation, Line 2 of the Certification of Valuation Form DLG 57<sup>E</sup>)

**Note:** If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area<sup>F</sup> the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 193,982,580 (NET<sup>G</sup> assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)

**Submitted:** 12/13/2016 for budget/fiscal year 2017.  
(not later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE <small>(see end notes for definitions and examples)</small>	LEVY <sup>2</sup>	REVENUE <sup>2</sup>
1. General Operating Expenses <sup>H</sup>	<u>8.956</u> mills	\$ <u>1,737,308</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction <sup>I</sup>	< > mills	\$ < >
<b>SUBTOTAL FOR GENERAL OPERATING:</b>	<b><u>8.956</u> mills</b>	<b><u>\$ 1,737,308</u></b>
3. General Obligation Bonds and Interest <sup>J</sup>	_____ mills	\$ _____
4. Contractual Obligations <sup>K</sup>	_____ mills	\$ _____
5. Capital Expenditures <sup>L</sup>	_____ mills	\$ _____
6. Refunds/Abatements <sup>M</sup>	_____ mills	\$ _____
7. Other <sup>N</sup> (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
<b>TOTAL:</b> <small>[ Sum of General Operating Subtotal and Lines 3 to 7 ]</small>	<b><u>8.956</u> mills</b>	<b><u>\$ 1,737,308</u></b>

Contact person: Scott C. Wright, Asst. Town Manager Daytime phone: ( 970 ) 748-4055  
 Signed: \_\_\_\_\_ Title: Mayor

*Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 866-2156.*

<sup>1</sup> If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.  
<sup>2</sup> Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's final certification of valuation).

**CERTIFICATION OF TAX LEVIES, continued**

**THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.).** Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

**CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:**

**BONDS<sup>J</sup>:**

- 1. Purpose of Issue: \_\_\_\_\_  
Series: \_\_\_\_\_  
Date of Issue: \_\_\_\_\_  
Coupon Rate: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_
  
- 2. Purpose of Issue: \_\_\_\_\_  
Series: \_\_\_\_\_  
Date of Issue: \_\_\_\_\_  
Coupon Rate: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_

**CONTRACTS<sup>K</sup>:**

- 3. Purpose of Contract: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Principal Amount: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_
  
- 4. Purpose of Contract: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Principal Amount: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

Notes:

<sup>A</sup> **Taxing Entity**—A jurisdiction authorized by law to impose ad valorem property taxes on taxable property located within its territorial limits (please see notes B, C, and H below). For purposes of the DLG 70 only, a taxing entity is also a geographic area formerly located within a *taxing entity's* boundaries for which the county assessor certifies a valuation for assessment and which is responsible for payment of its share until retirement of financial obligations incurred by the *taxing entity* when the area was part of the *taxing entity*. For example: an area of excluded property formerly within a special district with outstanding general obligation debt at the time of the exclusion or the area located within the former boundaries of a dissolved district whose outstanding general obligation debt service is administered by another local government<sup>C</sup>.

<sup>B</sup> **Governing Body**—The board of county commissioners, the city council, the board of trustees, the board of directors, or the board of any other entity that is responsible for the certification of the *taxing entity's* mill levy. For example: the board of county commissioners is the governing board ex officio of a county public improvement district (PID); the board of a water and sanitation district constitutes ex officio the board of directors of the water subdistrict.

<sup>C</sup> **Local Government** - For purposes of this line on Page 1 of the DLG 70, the local government is the political subdivision under whose authority and within whose boundaries the *taxing entity* was created. The local government is authorized to levy property taxes on behalf of the *taxing entity*. For example, for the purposes of this form:

1. a municipality is both the local government and the *taxing entity* when levying its own levy for its entire jurisdiction;
2. a city is the local government when levying a tax on behalf of a business improvement district (BID) *taxing entity* which it created and whose city council is the BID board;
3. a fire district is the local government if it created a subdistrict, the *taxing entity*, on whose behalf the fire district levies property taxes.
4. a town is the local government when it provides the service for a dissolved water district and the town board serves as the board of a dissolved water district, the *taxing entity*, for the purpose of certifying a levy for the annual debt service on outstanding obligations.

<sup>D</sup> **GROSS Assessed Value** - There will be a difference between gross assessed valuation and net assessed valuation reported by the county assessor only if there is a “tax increment financing” entity (see below), such as a downtown development authority or an urban renewal authority, within the boundaries of the *taxing entity*. The board of county commissioners certifies each *taxing entity's* total mills upon the *taxing entity's* Gross Assessed Value found on Line 2 of Form DLG 57.

<sup>E</sup> **Certification of Valuation by County Assessor, Form DLG 57** - The county assessor(s) uses this form (or one similar) to provide valuation for assessment information to a *taxing entity*. The county assessor must provide this certification no later than August 25<sup>th</sup> each year and may amend it, one time, prior to December 10<sup>th</sup>.

<sup>F</sup> **TIF Area**—A downtown development authority (DDA) or urban renewal authority (URA), may form plan areas that use “tax increment financing” to derive revenue from increases in assessed valuation (gross minus net, Form DLG 57 Line 3) attributed to the activities/improvements within the plan area. The DDA or URA receives the differential revenue of each overlapping *taxing entity's* mill levy applied against the *taxing entity's* gross assessed value after subtracting the *taxing entity's* revenues derived from its mill levy applied against the net assessed value.

<sup>G</sup> **NET Assessed Value**—The total taxable assessed valuation from which the *taxing entity* will derive revenues for its uses. It is found on Line 4 of Form DLG 57.

<sup>H</sup> **General Operating Expenses (DLG 70 Page 1 Line 1)**—The levy and accompanying revenue reported on Line 1 is for general operations and includes, in aggregate, all levies for and revenues raised by a *taxing entity* for purposes not lawfully exempted and detailed in Lines 3 through 7 on Page 1 of the DLG 70. For example: a fire pension levy is included in general operating expenses, unless the pension is voter-approved, if voter-approved, use Line 7 (Other).



---

**<sup>I</sup> Temporary Tax Credit for Operations (DLG 70 Page 1 Line 2)**—The Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction of 39-1-111.5, C.R.S. may be applied to the *taxing entity's* levy for general operations to effect refunds. Temporary Tax Credits (TTCs) are not necessary for other types of levies (non-general operations) certified on this form because these levies are adjusted from year to year as specified by the provisions of any contract or schedule of payments established for the payment of any obligation incurred by the *taxing entity* per 29-1-301(1.7), C.R.S., or they are certified as authorized at election per 29-1-302(2)(b), C.R.S.

**<sup>J</sup> General Obligation Bonds and Interest (DLG 70 Page 1 Line 3)**—Enter on this line the total levy required to pay the annual debt service of all general obligation bonds. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments. Title 32, Article 1 Special districts and subdistricts must complete Page 2 of the DLG 70.

**<sup>K</sup> Contractual Obligation (DLG 70 Page 1 Line 4)**—If repayment of a contractual obligation with property tax has been approved at election and it is not a general obligation bond (shown on Line 3), the mill levy is entered on this line. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments.

**<sup>L</sup> Capital Expenditures (DLG 70 Page 1 Line 5)**—These revenues are not subject to the statutory property tax revenue limit if they are approved by counties and municipalities through public hearings pursuant to 29-1-301(1.2) C.R.S. and for special districts through approval from the Division of Local Government pursuant to 29-1-302(1.5) C.R.S. or for any *taxing entity* if approved at election. Only levies approved by these methods should be entered on Line 5.

**<sup>M</sup> Refunds/Abatements (DLG 70 Page 1 Line 6)**—The county assessor reports on the Certification of Valuation (DLG 57 Line 11) the amount of revenue from property tax that the local government did not receive in the prior year because taxpayers were given refunds for taxes they had paid or they were given abatements for taxes originally charged to them due to errors made in their property valuation. The local government was due the tax revenue and would have collected it through an adjusted mill levy if the valuation errors had not occurred. Since the government was due the revenue, it may levy, in the subsequent year, a mill to collect the refund/abatement revenue. An abatement/refund mill levy may generate revenues up to, but not exceeding, the refund/abatement amount from Form DLG 57 Line 11.

1. Please Note: If the *taxing entity* is in more than one county, as with all levies, the abatement levy must be uniform throughout the entity's boundaries and certified the same to each county. To calculate the abatement/refund levy for a *taxing entity* that is located in more than one county, first total the abatement/refund amounts reported by each county assessor, then divide by the *taxing entity's* total net assessed value, then multiply by 1,000 and round down to the nearest three decimals to prevent levying for more revenue than was abated/refunded. This results in an abatement/refund mill levy that will be uniformly certified to all of the counties in which the *taxing entity* is located even though the abatement/refund did not occur in all the counties.

**<sup>N</sup> Other (DLG 70 Page 1 Line 7)**—Report other levies and revenue not subject to 29-1-301 C.R.S. that were not reported above. For example: a levy for the purposes of television relay or translator facilities as specified in sections 29-7-101, 29-7-102, and 29-7-105 and 32-1-1005 (1) (a), C.R.S.; a voter-approved fire pension levy; a levy for special purposes such as developmental disabilities, open space, etc.

**TOWN OF AVON  
RESOLUTION NO. 16-36**

**SERIES OF 2016**

**A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE  
TOWN OF AVON GENERAL IMPROVEMENT DISTRICT NO. 1 FOR THE  
YEAR 2016, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE  
TOWN OF AVON, COLORADO, FOR THE 2017 BUDGET YEAR**

**WHEREAS**, on August 28, 2007, the Town Council of the Town of Avon passed on second reading Ordinance No. 07-07 declaring the Town of Avon General Improvement District No. 1 (District) organized and submitted to the electors of the District the question of imposing an ad valorem tax to pay the annual expenses of the District; and

**WHEREAS**, on November 6, 2007, an election was held under the requirements and procedures of the Uniform Election Code, the Mail Ballot Election Act, and TABOR, and a majority of the votes cast on the question were in favor of incurring such levy as provided in such question; and

**WHEREAS**, the Town Council is authorized to act as the ex-officio Board of Directors of the District and is authorized to proceed with the necessary action to levy the ad valorem taxes so authorized; and

**WHEREAS**, the authority to levy ad valorem taxes as conferred by the results of the election, is deemed and considered a continuing authority to levy the ad valorem taxes so authorized; and

**WHEREAS**, the Town Council of the Town of Avon has adopted the annual budget in accordance with the Local Government Budget Law and Town Charter on October 25, 2016; and

**WHEREAS**, the estimated cost of providing transportation and recreation services to and within the District is \$40,190; and

**WHEREAS**, the 2016 net total assessed valuation for the property included in the District as certified by the County Assessor is \$2,869,680.

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

**Section 1.** That for the purpose of providing transportation and recreation services to and within the District during the 2017 budget year there is levied a tax of 14.005 mills

upon each dollar of the net total assessed valuation of all taxable property within the District for the year 2016.

**Section 2.** That the Mayor is hereby authorized and directed to certify to the County Commissioners of Eagle County, Colorado, the mill levies for the Town of Avon Local Improvement District No. 1 as hereinabove determined and set.

**ADOPTED this 13<sup>th</sup> day of December, 2016.**

TOWN OF AVON, COLORADO

---

Jennie Fancher  
Mayor

ATTEST:

---

Debbie Hoppe  
Town Clerk

# CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

**TO:** County Commissioners<sup>1</sup> of Eagle County, Colorado.

On behalf of the Town of Avon General Improvement District No.1,  
(taxing entity)<sup>A</sup>

the Town Council,  
(governing body)<sup>B</sup>

of the Town of Avon,  
(local government)<sup>C</sup>

**Hereby** officially certifies the following mills to be levied against the taxing entity's GROSS \$ 2,869,680 assessed valuation of: (GROSS<sup>D</sup> assessed valuation, Line 2 of the Certification of Valuation Form DLG 57<sup>E</sup>)

**Note:** If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area<sup>F</sup> the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: (NET<sup>G</sup> assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)

**Submitted:** 12/13/2016 for budget/fiscal year 2017.  
(not later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY <sup>2</sup>	REVENUE <sup>2</sup>
1. General Operating Expenses <sup>H</sup>	14.005 mills	\$ 40,190
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction <sup>I</sup>	< > mills	\$ < >
<b>SUBTOTAL FOR GENERAL OPERATING:</b>	<b>14.005 mills</b>	<b>\$ 40,190</b>
3. General Obligation Bonds and Interest <sup>J</sup>	_____ mills	\$ _____
4. Contractual Obligations <sup>K</sup>	_____ mills	\$ _____
5. Capital Expenditures <sup>L</sup>	_____ mills	\$ _____
6. Refunds/Abatements <sup>M</sup>	_____ mills	\$ _____
7. Other <sup>N</sup> (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
<b>TOTAL:</b> [ Sum of General Operating Subtotal and Lines 3 to 7 ]	<b>14.005 mills</b>	<b>\$ 40,190</b>

Contact person: (print) Scott C. Wright, Asst. Town Manager Daytime phone: (970) 748-4055

Signed: \_\_\_\_\_ Title: Mayor

*Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 866-2156.*

<sup>1</sup> If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

<sup>2</sup> Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's final certification of valuation).

**CERTIFICATION OF TAX LEVIES, continued**

**THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.).** Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

**CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:**

**BONDS<sup>J</sup>:**

- 1. Purpose of Issue: \_\_\_\_\_  
Series: \_\_\_\_\_  
Date of Issue: \_\_\_\_\_  
Coupon Rate: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_
  
- 2. Purpose of Issue: \_\_\_\_\_  
Series: \_\_\_\_\_  
Date of Issue: \_\_\_\_\_  
Coupon Rate: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_

**CONTRACTS<sup>K</sup>:**

- 3. Purpose of Contract: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Principal Amount: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_
  
- 4. Purpose of Contract: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Principal Amount: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

Notes:

<sup>A</sup> **Taxing Entity**—A jurisdiction authorized by law to impose ad valorem property taxes on taxable property located within its territorial limits (please see notes B, C, and H below). For purposes of the DLG 70 only, a taxing entity is also a geographic area formerly located within a *taxing entity's* boundaries for which the county assessor certifies a valuation for assessment and which is responsible for payment of its share until retirement of financial obligations incurred by the *taxing entity* when the area was part of the *taxing entity*. For example: an area of excluded property formerly within a special district with outstanding general obligation debt at the time of the exclusion or the area located within the former boundaries of a dissolved district whose outstanding general obligation debt service is administered by another local government<sup>C</sup>.

<sup>B</sup> **Governing Body**—The board of county commissioners, the city council, the board of trustees, the board of directors, or the board of any other entity that is responsible for the certification of the *taxing entity's* mill levy. For example: the board of county commissioners is the governing board ex officio of a county public improvement district (PID); the board of a water and sanitation district constitutes ex officio the board of directors of the water subdistrict.

<sup>C</sup> **Local Government** - For purposes of this line on Page 1 of the DLG 70, the local government is the political subdivision under whose authority and within whose boundaries the *taxing entity* was created. The local government is authorized to levy property taxes on behalf of the *taxing entity*. For example, for the purposes of this form:

1. a municipality is both the local government and the *taxing entity* when levying its own levy for its entire jurisdiction;
2. a city is the local government when levying a tax on behalf of a business improvement district (BID) *taxing entity* which it created and whose city council is the BID board;
3. a fire district is the local government if it created a subdistrict, the *taxing entity*, on whose behalf the fire district levies property taxes.
4. a town is the local government when it provides the service for a dissolved water district and the town board serves as the board of a dissolved water district, the *taxing entity*, for the purpose of certifying a levy for the annual debt service on outstanding obligations.

<sup>D</sup> **GROSS Assessed Value** - There will be a difference between gross assessed valuation and net assessed valuation reported by the county assessor only if there is a “tax increment financing” entity (see below), such as a downtown development authority or an urban renewal authority, within the boundaries of the *taxing entity*. The board of county commissioners certifies each *taxing entity's* total mills upon the *taxing entity's* Gross Assessed Value found on Line 2 of Form DLG 57.

<sup>E</sup> **Certification of Valuation by County Assessor, Form DLG 57** - The county assessor(s) uses this form (or one similar) to provide valuation for assessment information to a *taxing entity*. The county assessor must provide this certification no later than August 25<sup>th</sup> each year and may amend it, one time, prior to December 10<sup>th</sup>.

<sup>F</sup> **TIF Area**—A downtown development authority (DDA) or urban renewal authority (URA), may form plan areas that use “tax increment financing” to derive revenue from increases in assessed valuation (gross minus net, Form DLG 57 Line 3) attributed to the activities/improvements within the plan area. The DDA or URA receives the differential revenue of each overlapping *taxing entity's* mill levy applied against the *taxing entity's* gross assessed value after subtracting the *taxing entity's* revenues derived from its mill levy applied against the net assessed value.

<sup>G</sup> **NET Assessed Value**—The total taxable assessed valuation from which the *taxing entity* will derive revenues for its uses. It is found on Line 4 of Form DLG 57.

<sup>H</sup> **General Operating Expenses (DLG 70 Page 1 Line 1)**—The levy and accompanying revenue reported on Line 1 is for general operations and includes, in aggregate, all levies for and revenues raised by a *taxing entity* for purposes not lawfully exempted and detailed in Lines 3 through 7 on Page 1 of the DLG 70. For example: a fire pension levy is included in general operating expenses, unless the pension is voter-approved, if voter-approved, use Line 7 (Other).

---

**<sup>I</sup> Temporary Tax Credit for Operations (DLG 70 Page 1 Line 2)**—The Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction of 39-1-111.5, C.R.S. may be applied to the *taxing entity's* levy for general operations to effect refunds. Temporary Tax Credits (TTCs) are not necessary for other types of levies (non-general operations) certified on this form because these levies are adjusted from year to year as specified by the provisions of any contract or schedule of payments established for the payment of any obligation incurred by the *taxing entity* per 29-1-301(1.7), C.R.S., or they are certified as authorized at election per 29-1-302(2)(b), C.R.S.

**<sup>J</sup> General Obligation Bonds and Interest (DLG 70 Page 1 Line 3)**—Enter on this line the total levy required to pay the annual debt service of all general obligation bonds. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments. Title 32, Article 1 Special districts and subdistricts must complete Page 2 of the DLG 70.

**<sup>K</sup> Contractual Obligation (DLG 70 Page 1 Line 4)**—If repayment of a contractual obligation with property tax has been approved at election and it is not a general obligation bond (shown on Line 3), the mill levy is entered on this line. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments.

**<sup>L</sup> Capital Expenditures (DLG 70 Page 1 Line 5)**—These revenues are not subject to the statutory property tax revenue limit if they are approved by counties and municipalities through public hearings pursuant to 29-1-301(1.2) C.R.S. and for special districts through approval from the Division of Local Government pursuant to 29-1-302(1.5) C.R.S. or for any *taxing entity* if approved at election. Only levies approved by these methods should be entered on Line 5.

**<sup>M</sup> Refunds/Abatements (DLG 70 Page 1 Line 6)**—The county assessor reports on the Certification of Valuation (DLG 57 Line 11) the amount of revenue from property tax that the local government did not receive in the prior year because taxpayers were given refunds for taxes they had paid or they were given abatements for taxes originally charged to them due to errors made in their property valuation. The local government was due the tax revenue and would have collected it through an adjusted mill levy if the valuation errors had not occurred. Since the government was due the revenue, it may levy, in the subsequent year, a mill to collect the refund/abatement revenue. An abatement/refund mill levy may generate revenues up to, but not exceeding, the refund/abatement amount from Form DLG 57 Line 11.

1. Please Note: If the *taxing entity* is in more than one county, as with all levies, the abatement levy must be uniform throughout the entity's boundaries and certified the same to each county. To calculate the abatement/refund levy for a *taxing entity* that is located in more than one county, first total the abatement/refund amounts reported by each county assessor, then divide by the *taxing entity's* total net assessed value, then multiply by 1,000 and round down to the nearest three decimals to prevent levying for more revenue than was abated/refunded. This results in an abatement/refund mill levy that will be uniformly certified to all of the counties in which the *taxing entity* is located even though the abatement/refund did not occur in all the counties.

**<sup>N</sup> Other (DLG 70 Page 1 Line 7)**—Report other levies and revenue not subject to 29-1-301 C.R.S. that were not reported above. For example: a levy for the purposes of television relay or translator facilities as specified in sections 29-7-101, 29-7-102, and 29-7-105 and 32-1-1005 (1) (a), C.R.S.; a voter-approved fire pension levy; a levy for special purposes such as developmental disabilities, open space, etc.



## TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council  
From: Preston Neill, Executive Assistant to the Town Manager  
Date: December 12, 2016  
Agenda Topic: Action on Resolution 16-33, Town of Avon Civil Liberties Protection

---

### **ACTION BEFORE COUNCIL:**

Council is asked to consider adopting Resolution 16-33, endorsing the protection of civil liberties of all citizens.

### **PROPOSED MOTION:**

“I move to approve Resolution 16-33, Town of Avon Civil Liberties Protection.”

### **SUMMARY:**

Citizen Steve Coyer contacted Mayor Jennie Fancher on November 15, 2016, by email, asking how the Town of Avon might follow Denver and Aurora Police Departments, which are saying they will not “start enforcing federal immigration laws.” He emailed THE Mayor again on November 18<sup>th</sup>, with a news story from the *New York Times* (see LINK below), providing his comment that, “We, as a community, need to take the position that we will not be a party to tearing families apart on the immigration issue. We have worked too hard to build a stable, mixed community to throw it away.”

On November 27<sup>th</sup> Steve emailed Jennie asking for the Town to take action, in the following statement, “My (Steve’s) goal is to have our county and all of the government entities within it, state publicly that it/they will not be the enforcement agent for any new deportation efforts under the incoming federal administration. And that we will protect every law-abiding member of our community.” Steve has reached out to the County Commissioners with the same request.

Citizen Kristi Ferraro emailed the Town Council on November 16, 2016, and provided a statement from the Denver Police Department, which reads: “Immigration enforcement is handled at the federal level, not by local law enforcement. The Denver Police Department has not participated in those enforcement efforts in the past and will not be involved in the future.” Kristi, wrote in the email, “I would encourage the Avon Police Department to issue a similar statement and for the Avon community to take steps to become a safe city for immigrants, who are such a vital part of our community.”

Consideration of Resolution 16-33 before Council endorses the protection of civil liberties of all citizens. The Resolution seeks to ensure that all citizens are treated equal, regardless of their race, skin color, national or ethnic origin, gender, sexual orientation, mental or physical disability, immigration status, religious or political opinion or activity, or homed or homeless status.

Town Attorney Eric Heil and Chief of Police Greg Daly have reviewed the Resolution to ensure consistency with Town of Avon Police Department policies and the operations of the Avon Police Department as currently exists.

### **ATTACHMENT:**

Resolution 16-33

### **LINK:**

<http://www.nytimes.com/2016/11/18/opinion/donald-trumps-plan-to-purge-the-nation.html?action=click&pgtype=Homepage&clickSource=story-heading&module=opinion-c-col-left-region&region=opinion-c-col-left-region&WT.nav=opinion-c-col-left-region>





**TOWN OF AVON, COLORADO  
RESOLUTION 16-33**

**CIVIL LIBERTIES PROTECTION**

**WHEREAS**, the Town of Avon has long aspired to protect civil liberties and provide equal protection under the law to all persons in the town which includes a diverse population of many races, religions, national and ethnic origins, including immigrants, tourists and students—whose contributions to the community’s economy, culture and civic character are vast and important, and affirms its strong support for the fundamental constitutional rights of every person and recognizes that the preservation of civil liberties is essential to the well-being of a democratic society; and

**WHEREAS**, the Town of Avon Chief of Police is committed to community policing practices that seek to improve and maintain a positive relationship between law enforcement officers and the public; and

**WHEREAS**, the Town of Avon opposes measures that single out individuals within our diverse population for legal scrutiny or enforcement activity based on race, skin color, national or ethnic origin, gender, sexual orientation, mental or physical disability, religious or political opinion or activity, immigration status; or homed or homeless status, and

**WHEREAS**, the Town of Avon opposes any efforts to transfer federal immigration responsibility to local officials, since these proposals may damage relationships with the immigrant community; and

**WHEREAS**, the Town of Avon believes that there is no inherent conflict between national security and the preservation of liberty but that Americans can be both safe and free; and

**WHEREAS**, the Town of Avon wishes to play a leading role in the protection of civil liberties and to consistently promote tolerance and respect for all persons, and recognizes that a number of other jurisdictions in Colorado and in the United States have enacted policies or laws to make clear their protection of the civil liberties of a diverse population.

**THEREFORE, BE IT RESOLVED BY THE TOWN OF AVON that:**

**Section 1.** The Town of Avon upholds the constitutional rights and civil liberties of any and all persons and it remains the policy of the Town of Avon to protect against discrimination on the basis of race, skin color, national or ethnic origin, gender, sexual orientation, mental or physical disability, immigration status, religious or political opinion or activity, or homed or homeless status.

**Section 2.** Town of Avon officers and employees reject profiling of any group within our diverse population as a factor in selecting individuals, setting up check points or selecting areas of town to subject to investigatory activities.

**Section 3.** In accordance with Avon Police Department policy, if an officer stops a driver of a motor vehicle who cannot produce a valid operator's license and a computer check shows the driver has no license issuance information, the officer may issue a citation as sufficient enforcement action or may take such other action as deemed appropriate by the officer to ensure proper identification of the driver.

**Section 4.** Town of Avon employees do not and shall not collect, maintain or disseminate information of any individual, association, organization, corporation, business or partnership based solely on political, religious or social views, associations or activities, unless said information is directly related to an investigation of criminal conduct.

**Section 5.** In the absence of state, interstate or international criminal or national security investigations, the Town of Avon does not actively participate in the enforcement of federal immigration law.

**BE IT ALSO RESOLVED** that the provisions of this Resolution are not intended to protect criminal activity on the part of any person but are intended to encourage trust in the Avon Police Department and to encourage reporting of criminal activity to that department by all members of the community.

**BE IT ALSO RESOLVED** that the provisions of this Resolution shall be severable, and if any provision of this Resolution is declared unconstitutional by a court of competent jurisdiction, the validity of the remainder shall not be affected.

**BE IT FURTHER RESOLVED** that this Resolution shall be forwarded to all Town of Avon law enforcement personnel and to every department, agency, commission, officer and employee of the town and to our local, state and federal legislative delegations on behalf of the residents of the Town of Avon.

**ADOPTED December 13, 2016**

**AVON TOWN COUNCIL**

By: \_\_\_\_\_  
Jennie Fancher, Mayor

Attest: \_\_\_\_\_  
Debbie Hoppe, Town Clerk



## TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council  
From: Preston Neill, Executive Assistant to the Town Manager  
Meeting Date: December 13, 2016  
Agenda Topic: Action on Resolution 16-38, Adopting the *Climate Action Plan for the Eagle County Community*

### **ACTION BEFORE COUNCIL:**

Council is asked to consider adopting Resolution 16-38, adopting the *Climate Action Plan for the Eagle County Community*.

### **PROPOSED MOTION:**

“I move to approve Resolution 16-38, Adopting the *Climate Action Plan for the Eagle County Community*.”

### **SUMMARY:**

Since the beginning of 2016, Walking Mountains Science Center has partnered with Eagle County to convene and facilitate a group of stakeholders to create a community Climate Action Plan. The group, consisting of over 30 Eagle County stakeholders, has worked together and produced the attached “Climate Action Plan for the Eagle County Community.” Mayor Pro Tem Sarah Smith Hymes has been a member of the stakeholder group and will be presenting the plan and recommendation for adoption.

### **ATTACHMENTS:**

- Resolution 16-38
- Climate Action Plan for the Eagle County Community



**TOWN OF AVON, COLORADO  
RESOLUTION 16-38**

**A RESOLUTION TO ADOPT  
THE CLIMATE ACTION PLAN  
FOR THE EAGLE COUNTY COMMUNITY**

**WHEREAS**, during the year 2016, a group of 30 stakeholders representing local governments, businesses, schools, and nonprofits from throughout Eagle County, has collaboratively worked together to create a community-wide climate action plan to help guide greenhouse gas emission reductions into the future;

**WHEREAS**, the new Climate Action Plan for the Eagle County Community recommends greenhouse gas reduction targets and actions that can be integrated with the Town of Avon's other plans, including but not limited to the Strategic Plan, Comprehensive Plan, Transportation Master Plan, and where each of these plans may include opportunities to reduce greenhouse gas emissions; and

**WHEREAS**, the Town of Avon recognizes that scientific evidence for warming of the earth's climate system from human activities is unequivocal. Combustion of fossil fuels such as coal, petroleum and natural gas is increasing the concentration greenhouse gases in the atmosphere, pushing average global temperatures higher and changing our mountain ecosystems—making winters warmer and shorter, summers longer and hotter, and increasing the risks of wildfires, droughts and floods; and

**WHEREAS**, the county-wide 2014 Eagle County Energy Inventory identifies energy sources, uses, and emissions by sector. According to the Inventory, greenhouse gas emissions in the baseline year 2014 totaled 1.4 million metric tons of carbon dioxide equivalent (CO<sub>2</sub>e), with 60% of the emissions from commercial uses and residential buildings, 27% from vehicles, 10% from landfill, and 3% from the airport. Community-wide energy costs for the year 2014 were totaled at \$243 million; and

**WHEREAS**, adopting the new Climate Action Plan for the Eagle County Community will help the Town of Avon ensure a sustainable future by protecting the natural environment and recreational economy, reducing long-term financial expenses, creating more affordable solutions for residents and businesses, and supporting a new post carbon energy economy with less climate pollution and more clean renewable energy; and

**WHEREAS**, the first Climate Action Plan for the Eagle County Community (attached) includes: recommended greenhouse gas emission reduction targets of 25% by 2025 and a minimum of 80% by 2050, and recommended climate action goals and strategies by sector, and key recommendations for community leaders and decision makers to take proactive steps to reduce climate pollution and help create positive solutions for future generations.

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

**THAT**, the Town of Avon adopts the Climate Action Plan for the Eagle County Community, and endeavors to meet the recommended greenhouse gas emission reduction targets through ongoing initiatives, and through continuing support and participation in community actions to reduce greenhouse gas emissions.

**THAT**, the Town of Avon hereby finds, determines and declares that this Resolution is necessary for the public health, safety and welfare of the residents/constituents of the Town of Avon.

**MOVED, READ AND ADOPTED** by the Avon Town Council, at its regular meeting held this 13<sup>th</sup> day of December, 2016.

By: \_\_\_\_\_  
Jennie Fancher, Mayor

Attest: \_\_\_\_\_  
Debbie Hoppe, Town Clerk



**ATTACHMENT  
TO  
RESOLUTION 16 - 38**

# **CLIMATE ACTION PLAN**



**FOR THE  
EAGLE COUNTY  
COMMUNITY**

December 2016

# OUR MOUNTAIN COMMUNITY IS AT RISK

## › Winters are getting warmer and shorter

- There are now 23 fewer days with freezing temperatures than before the 1980s
- Scientists predict we'll have 30 more days without freezing temperatures by 2060
- Spring snow packs are declining and less predictable

## › Summers are getting hotter

- The last 15 months have been the hottest on record globally
- Warmer average summer temperatures are on the rise
- With every 1.0°F increase in temperature, we'll see a 3-4% decrease in water supply

## › Mountain ecosystems are changing

- Increasing insect pests are changing our forests
- Scientists predict more extreme events – wildfires, droughts, and floods
- Wildlife is on the move, adapting to changes in habitat
- Rising temperatures lead to declining runoff in creeks and rivers

# TABLE OF CONTENTS

Acknowledgments	Page 1
Introduction	Page 2
Why Climate Action? Why Now?	Page 6
Targets for Greenhouse Gas Emission Reductions	Page 13
Recommended GHG Reduction Goals by Sector	Page 14
• Education and Outreach	
• Residential Buildings	
• Commercial Buildings	
• Transportation and Mobility	
• Waste and Landfill	
• Energy Supply	
Recommendations for Decision Makers	Page 21
What Does Success Looks Like?	Page 22
Considerations for Implementation	Page 23
Appendix A - Project Ideas and Recommendations	Page 24
Appendix B - Stakeholder Meetings and Public Engagement Information	Page 34
Appendix C - 2014 Eagle County Energy Inventory	Page 35
Appendix D - Glossary of Key Terms	Page 40
Appendix E - Literature Cited	Page 40

## PROTECTING 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 protect the places we play, reduce the risk of catastrophic fires in our forests, and reduce flooding in our streams and rivers.

### **Our Economy and New Jobs**

Investing in energy efficiency, solar arrays, electric and hybrid vehicles, smart growth, and creating new green jobs will position us as leaders in the coming 'post-carbon economy'.



# ACKNOWLEDGMENTS

## Stakeholders

Terry Armistad, Town of Minturn  
Jared Barnes, Eagle County  
Kristen Bertuglia, Town of Vail  
Tom Boyd, Vail Valley Foundation  
Fritz Bratschie, Vail Resorts  
Shawn Bruckman, Ground Up  
Mikayla Curtis, Eagle River Youth Coalition  
Deron Dirksen, Town of Eagle  
Matt Donovan, Vail Honeywagon  
Lana Gallegos, Town of Gypsum  
Mac Garnsey, Vail Valley Foundation  
John Gitchell, Eagle County  
Chris Hildred, Holy Cross Energy  
Patrick Hirn, Eagle County Schools  
Melissa Kirr, Walking Mountains Science Center  
Stephanie Lewis, Vail Mountain School  
John-Ryan Lockman, Energy Smart CO at Walking Mountains  
Chris Lubbers, Eagle County  
Nikki Maline, Energy Smart CO at Walking Mountains  
Jesse Masten, Eagle County  
Anne McKibbin, Town of Eagle  
Roberto Morales, Vail Valley Medical Center  
Adam Palmer, Eagle County  
Glenn Phelps, Eagle River Water & Sanitation District  
Mercedes Quesada-Embid, Ph.D., Colorado Mountain College  
Brian Rodine, Vail Resorts  
Clete Saunier, Eagle County  
Derek Schmidt, East West Destination Hospitality  
Sarah Smith-Hymes, Town of Avon  
Harry Taylor, Eagle County  
Brian Tracy, Eagle River Water & Sanitation District  
Mary Wiener, Holy Cross Energy  
John Widerman, Town of Minturn

## Technical Presentations / Consultants

Abel Chávez, Ph.D., Western State Colorado University  
Peter Krahenbuhl, Natural Capitalism Solutions  
Chris Menges, City of Aspen  
Erica Sparhawk, Clean Energy Economy for the Region

## Preparers

Kim Langmaid, Ph.D., Walking Mountains Science Center  
Kelsey Maloney, Walking Mountains Science Center  
Larissa Read, Common Ground Environmental Consulting, LLC  
Scott Robinson, Walking Mountains Science Center

## Special thanks to the Eagle County Board of County Commissioners for their support and leadership on climate action:

Jeanne McQueeney, Chair  
Kathy Chandler-Henry, Commissioner  
Jillian H. Ryan, Commissioner

*This planning effort was supported by funding from the Eagle County Government and coordinated by staff at Walking Mountains Science Center.*

walking mountains®  
science center  
walkingmountains.org | 970.827.9725





## INTRODUCTION

Climate change is disrupting the basic operating system of our planet. Mountain regions are particularly vulnerable due to their hydrology, ecology, and recreational economies. In the past 30 years, the annual average temperature in Colorado has increased by 2.0°F (Lukas et al., 2014), and Eagle County's natural environment is feeling the effects. The timing of snowmelt and peak runoff has shifted earlier in the spring, and there are more frost-free days (days with minimum temperatures above freezing) than there were before the 1980s. These fewer days of freezing temperatures impact the water storage in our snow pack, alter the timing and amount of river runoff, hamper the ability to make snow for skiing, debilitate the health of our forests and wildlife, increase the threat of forest fires and flooding, and subsequently, put at risk the very basis of our recreational economy and daily lifestyles.

Local climate change takes place within the context of global climate change and greenhouse gas (GHG) emissions. Carbon dioxide (CO<sub>2</sub>), a potent GHG, has increased by 40% from 280 parts per million (ppm) in the pre-industrial era to 400 ppm today, a level that the earth has not seen in at least 800,000 years, due primarily to the burning of fossil fuels (Lukas et al., 2014). Each of us has a responsibility to take action to reduce GHG emissions and prevent increasing negative impacts of climate change. We can be proactive and embrace the challenge of climate change. We can learn to change; we can take action and innovate; and, we can each do our part to ensure a sustainable future for our Eagle County community.

Each of us has  
a responsibility  
to take action  
to reduce  
GHG emissions  
and prevent  
increasing  
negative  
impacts of  
climate change.

This *Climate Action Plan for the Eagle County Community* is the culmination of a year-long effort that included more than 30 community stakeholders. Their tasks were to develop targets for the reduction of GHG emissions for the entire community within Eagle County and to identify and prioritize projects and policies by sector that will help the community achieve those targets. The plan calls for aspirational, yet achievable, targets for overall GHG emission reductions: 25% by 2025, and a minimum of 80% by 2050. The 2050 target is in alignment with the recent recommendation of the Intergovernmental Panel on Climate Change (IPCC, 2014). In order to meet the established targets, this plan also contains project recommendations for the community, including the county government, towns, businesses, nonprofits, and other partners to begin immediate climate action, as well as plan for the future.



*Stakeholders hard at work discussing solutions.*

The stakeholders met regularly from March to November 2016, and each meeting included educational components, as well as activities to engage and solicit stakeholder feedback on critical elements of the plan. The stakeholders represented a diverse and engaged group of community leaders, county and municipal government employees, and representatives from key industries in the community. Guest speakers added technical expertise and an outside perspective to the process. Collectively, the plan reflects the strong values of the Eagle County community including our health and well-being, our natural environment and recreational economy, and our potential as leaders in creating a robust

post-carbon economy. Highlights of the plan were shared at three public open house meetings during September 2016. A survey was available at the open house sessions and on the Walking Mountains Science Center website to solicit feedback and public comments. The stakeholders recommended the final plan for adoption by the Board of Eagle County Commissioners and other elected officials in December 2016.

---

# Recommended GHG emissions

## reduction targets:

25% by 2025,

minimum of

80% by 2050.

---

# SUMMARY OF RECOMMENDATIONS FOR CLIMATE ACTION



## Education and Outreach

- Establish climate education team
- Create county-wide marketing campaign
- Enhance Eco-Schools for K-12 schools
- Expand Actively Green business trainings and certifications
- Leverage special event platforms to change behaviors



## Commercial Buildings Sector

- Reduce GHG emissions 25% by 2025
- Focus on energy efficiency
- Provide incentives
- Adopt “above building code” standards
- Promote and incentivize efficient use of water



## Waste and Landfill Sector

- Set a waste diversion goal that is above the national average
- Develop a plan to increase waste diversion through recycling and composting
- Install waste-to-energy methane capture system at landfill
- Provide residential and commercial composting services



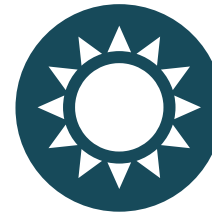
## Residential Building Sector

- Reduce GHG emissions 25% by 2025
- Focus on energy efficiency
- Expand Energy Smart Colorado program and incentives
- Adopt “above building code” standards
- Promote and incentivize efficient use of water



## Transportation and Mobility Sector

- Reduce local GHG emissions 10% by 2025
- Include local commuter train or bus rapid transit
- Expand use of electric vehicles
- Encourage multi-modal transportation systems
- Strive for efficient land use patterns with housing in proximity to workplaces



## Energy Supply Sector

- Expand local exterior energy offset programs (Eco-Build example)
- Identify locations for local solar arrays
- Encourage energy utilities to set aggressive GHG emission reduction goals



As the impacts of climate change become evident around the world and international efforts to curb GHG emissions are more prevalent, many local communities have begun serious climate action planning to be part of the solution. The Eagle County Board of County Commissioners made “climate action planning” a priority in the County’s 2016 strategic plan, and Walking Mountains Science Center’s Sustainability and Stewardship Programs Department was contracted to convene and facilitate a stakeholder and community-driven climate action plan.

The resulting *Climate Action Plan for the Eagle County Community* reflects a strong commitment to reduce the community’s GHG emissions by a minimum of 80% by 2050, an amount in alignment with that of the Intergovernmental Panel on Climate Change (IPCC, 2014). Local, regional, and state efforts have become the cornerstone of climate action because national and international energy policy and emissions reduction efforts are slowed and often stifled by policy, politics, and bureaucratic processes. Furthermore, local governments and communities are often in a better position to engage citizens and have an immediate and direct impact toward reducing GHG emissions.

This climate action plan is specifically focused on mitigation. Climate *mitigation* is defined as efforts that reduce or prevent GHG emissions. Climate *adaptation* is defined as efforts that help the community prepare for and adjust to the current and future impacts of climate change. Although this plan does not specifically address climate adaptation, other efforts are being taken throughout the Eagle County community to prepare for the changing climate. The stakeholders believe that future climate action planning initiatives should integrate both mitigation and adaptation.

This *Climate Action Plan for the Eagle County Community* includes a vision for success—what success looks like, and how it can be achieved. The actions recommended in the plan are broken into six sectors: 1) education and outreach, 2) residential buildings, 3) commercial buildings and industrial operations, 4) transportation and mobility, 5) waste and landfill, and 6) energy supply. Detailed actions and projects have been identified by the stakeholders to support GHG emission reductions in each of the sectors.

The plan also includes recommendations for decision makers at all levels within the community, ranging from needed policy changes to on-the-ground activities. Broader public comment on the plan was solicited during September 2016 at three open house sessions, and the community’s ideas were incorporated into the final plan. This final plan has been approved by the stakeholders with a strong recommendation for adoption by all local governments, including special districts, businesses, nonprofits, educational institutions, and neighborhood associations, the goal is that GHG reduction targets are consistent with the ability of each entity to select the strategies and actions that are most appropriate for their situations.

---

The plan includes a vision for success – what success looks like, and how it can be achieved.

---

## WHY CLIMATE ACTION? WHY NOW?



We live in a county that is heavily dependent upon climatic conditions. As the climate warms, we enter an era of uncertainty. Imagine our ski and snowboard season starting a month later and ending a month earlier than it does now. Imagine hotter summers affecting our daily activities and our recreational opportunities. Imagine Western Slope ranchers and farmers facing severe droughts without enough water for crops and livestock

Scientific research indicates there will be increasing changes to the flows of our streams and rivers. There will be earlier snowmelt in the mountains and an increase in wildfire on our surrounding open lands. There is also evidence of future changes to our daily health and well-being due to increases in insect-borne diseases like West Nile virus, Lyme disease, and the length and intensity of allergy season.

Due to these local effects of climate change, communities across the state of Colorado and the U.S. are creating their own climate action plans and making significant commitments to reduce GHG emissions.

---

“Reducing greenhouse gases requires honesty, courage, & responsibility... There is a nobility in the duty to care for creation through daily actions.”

~Pope Francis

---

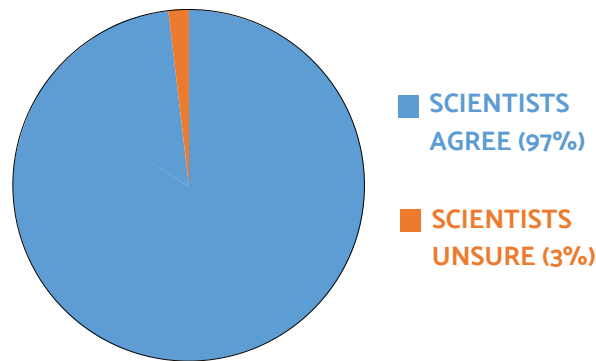


*“Scientific evidence for warming of the climate system is unequivocal.”* Intergovernmental Panel on Climate Change (IPCC, 2014)

*“Earth-orbiting satellites and other technological advances have enabled scientists to see the big picture, collecting many different types of information about our planet and its climate on a global scale. This body of data, collected over many years, reveals the signals of a changing climate. The heat-trapping nature of CO<sub>2</sub> and other gases was demonstrated in the mid-19th century. There is no question that increased levels of greenhouse gases must cause the earth to warm in response.”* NASA (2016)



### SCIENTIFIC CONSENSUS ON CLIMATE CHANGE



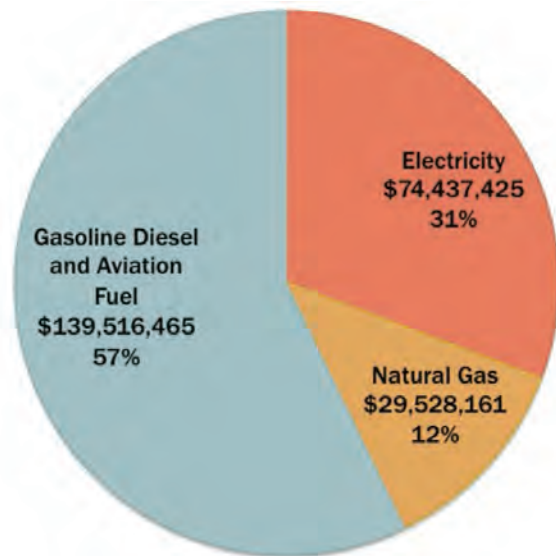
CO<sub>2</sub> is a heat-trapping GHG. As we burn more coal, natural gas, and oil, the “blanket” of GHGs in the atmosphere gets thicker, and the earth gets hotter.

*“Climate change has and will continue to impact the state’s resources in a variety of ways, including more rapid snowmelt, longer and more severe droughts, and longer growing seasons.”* (Gordon and Ojima, 2015)

References: IPCC (2014) and Doran and Zimmerman (2009)

## 2014 Eagle County Energy Costs by Source

Total energy costs: \$243.5 million



\*\*More than half of energy costs in 2014 were for transportation fuels, primarily from passenger vehicles on Interstate-70.

Source: *Eagle County Energy Inventory, 2016.*

As a mountain resort community, much of Eagle County is made up of second homes, hotels, and energy-intensive tourism and recreation facilities. The amount of money that leaves the local economy due to high energy expenses is a compelling reason alone to tackle this issue and create solutions. The Eagle County community releases 1.4 million metric tons of CO<sub>2</sub> each year, at a cost of \$243.5 million (Eagle County, 2016).

Based on 2014 energy costs, if we achieve a 25% reduction in GHG emissions by 2025, we could retain \$60 million annually in the local economy and create new jobs in the sustainability industry. Our per capita rate of CO<sub>2</sub> emissions, 25 metric tons per person per year, is 30% higher than the national average.

One of the challenges to solving climate change is that GHGs are invisible. It can be helpful to think of one metric ton of CO<sub>2</sub> as the equivalent of one full hot air balloon. For the Eagle County community, we can imagine 1.4 million hot air balloons floating up from the county each year.

---

If we achieve a 25% reduction in GHG emissions by 2025, we will retain \$60 million annually in the local economy.

---

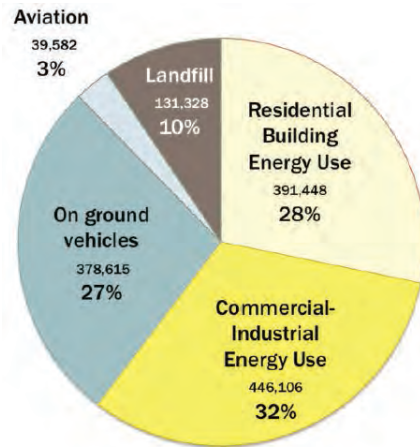




# KEY FINDINGS

## From the 2014 Eagle County Energy Inventory

### Inventory: Emissions by Sector

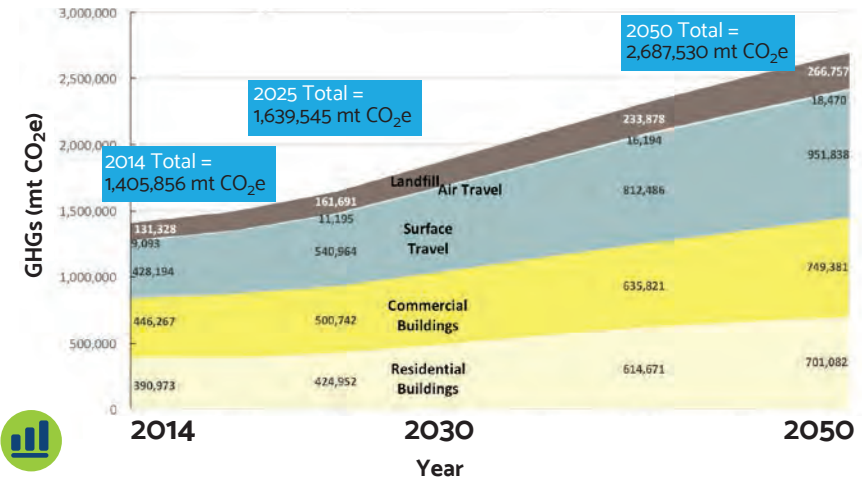


- Buildings and commercial energy uses in our community had larger emissions (60%) than on-ground vehicles (27%) or landfill (10%)
- The single largest source of emissions, at 39%, was from generation of electricity used to power residential and commercial buildings and facilities
- About 22% of electricity was generated from renewable sources, and of that, 1% from solar. The bulk of our electricity during 2014 was produced from coal-fired power plants (62%) and natural gas generation (16%)
- In the vehicles category, 79% of emissions were from SUVs and passenger cars; 21% were from trucks and tractor trailers. Only 9% of total transportation emissions was from aviation

\*\*See Appendix C for "2014 Eagle County Energy Inventory"

If we don't take action, GHG emissions will increase

### Eagle County Community *Business as Usual* GHG Forecast Results



In order to demonstrate scenarios of future GHG emissions for the Eagle County community, the Western State Colorado University Center for Environment and Sustainability was consulted. Expert data analyst Dr. Abel Chávez used the 2014 energy inventory to forecast the community's 'business as usual' GHG emissions to the year 2050. The forecast accounts for several key drivers, including demographic, economic, and technical variables.

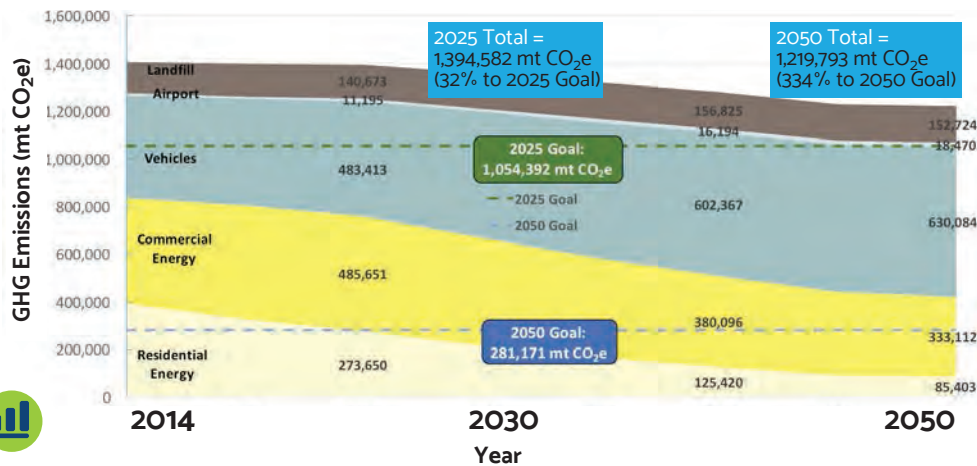


# If we take action, we can reduce our GHG emissions

Increasing the efficiency of our homes, commercial buildings and facilities is our biggest opportunity.



Eagle County GHG Emissions with Hypothetical Mitigation Actions



This graph demonstrates that positive measures can be taken by the Eagle County community to reduce GHG emissions. Included in this graph are energy efficiency in residential and commercial buildings, more renewable energy from utilities, climate-friendly transportation, and reductions to waste in the landfill. Even with future population growth, the Eagle County community can be successful at climate action. The actions forecasted in this graph are a good start to climate action, but more actions will need to be included in order to meet the 25% by 2025 and minimum of 80% by 2050 GHG reduction targets.

## How YOU Can Cut One Ton of Carbon Pollution:

Switch out 25 incandescent lights with LED

Reduce single car use by 2,400 miles / year

Replace 5 old fridges with Energy Star models

Install 1 KW of Solar Electric (3 panels)

Shut off lights, work stations, and equipment when not needed

Get help from Energy Smart Colorado, and make improvements to your home or business

## The Eagle County Community is Ready to Take Action

The stakeholders involved in creating this plan believe that the Eagle County community is now ready and committed to undertake climate action. Involvement in the following existing programs is a good demonstration of peoples' engagement and interest:

- Over 50 local businesses are certified “**Actively Green**” in sustainable business best practices, and awareness of the program is increasing as businesses realize the financial, environmental, and marketing benefits of engaging employees and customers in sustainability. More and more local businesses are also participating in the Colorado Environmental Leadership Awards program.
- Through the **Energy Smart Colorado** program, more than 1,000 homes in the county have received energy assessments, and more than 600 homes and 200 businesses have completed energy efficiency and renewable energy improvements, resulting in over 6,000 metric tons of carbon emission reductions annually.
- Many more homes are adding rooftop solar; the number of LEED (Leadership in Energy and Environmental Design) certified buildings in the community is increasing; and, new community “solar gardens” are becoming a popular way for homes and commercial buildings to attain renewable energy.



Holy Cross Energy board members and community volunteers installed a new solar array in Gypsum.

- Many community events now incorporate “zero waste” collection of recyclables and compostables while educating participants and diverting the majority of potential waste from the landfill.
- New electric vehicle charging stations are being added throughout the community, and more people are taking advantage of state and federal incentives for new purchases and leases on electric vehicles.
- Across the Eagle County community, there is a growing desire and demand for sustainable infrastructure and systems that will engage and enable people to participate in reducing GHG emissions.



Another major reason why action should be taken now is that population growth in Eagle County is increasing. The state census found that there were 52,831 residents in the county in 2014. In less than 25 years, the county residential population is expected to increase to 94,000 people, or more than 40% by 2040 (DOLA, 2016). The growing population will result in more cars on the road, more homes being built, and more support services such as schools, stores, water infrastructure, and other utilities—all of which consume more energy and generate more GHG emissions.

Increasing GHG emissions into the future will contribute to escalated climate change and create negative impacts on the natural environment around us. The projected temperature increases, changes to snowpack and local water resources, health effects on residents and visitors, impacts to the recreation-based economy, increasing population growth, and demands on energy supply are compelling reasons to take climate action seriously. There is an urgent call-to-action for the Eagle County community and local decision makers to collaboratively undertake decisive, meaningful policy and programmatic changes in the areas of energy use in homes and commercial buildings, transportation, waste, energy supply, water conservation, and climate change education.

## Goals for the Climate Action Planning Effort

Set meaningful, feasible GHG emission reduction targets

Identify projects and policies to achieve targets

Educate and engage the community about climate change

Build on the knowledge and commitment of the stakeholders

Collaborate across towns, agencies, and organizations

Support and reflect state goals and regional efforts

Serve as a model for other communities

# TARGETS FOR GHG EMISSIONS REDUCTION



**25% by 2025**

**50% by 2035**

**70% by 2045**

**80% by 2050**

*\*from 2014 Baseline (See 2014 Eagle County Energy Inventory - Appendix C)*

There are three main types of targets found in climate action plans: (1) directional (i.e., up or down from a baseline), (2) analytical (i.e., based on extensive modeling and projections), and (3) aspirational, (i.e., set to achieve something great). The stakeholders set an aspirational target for the year 2050, with interim targets, as well. These aspirational targets are realistic with concerted community action, and yet, they are high enough to have considerable impact and significance. The reduction targets refer to the 2014 Eagle County Energy Inventory data as a baseline. The climate action plan calls for the community to measure and monitor reductions on a regular basis, such as every three years.

**By 2050, the Eagle County community will reduce GHG emissions by a minimum of 80%.** This target is in alignment with the Intergovernmental Panel on Climate Change’s recommendation for reductions of GHG emissions by industrialized nations (IPCC 2014). The stakeholders agree that, while challenging, this aspirational target is a goal that must be achieved in order to foster a significant set of actions to reduce GHG emissions. In addition, collaborative impact would be greater by assuming a target that is in alignment with what the IPCC set, as many other local, regional, and state goals align with the target of 80% reduction by 2050. The science behind this aspirational target has been well-vetted by thousands of climate scientists, and it doesn’t need to be defended or re-calculated. Lastly, this robust target will outlast changes in local political leadership that will naturally occur between now and 2050.

**By 2025, the Eagle County community will reduce GHG emissions by 25%.** The stakeholders set an interim target that will require considerable efforts and hard decisions, but it also allows adequate time to achieve results. This target is consistent with goals set by other communities. By setting a considerable reduction—one quarter of the emissions the community emits now—some actions beyond the “low-hanging fruit” will be required. The aim is to get moving quickly on making annual GHG reductions throughout the community. The stakeholders also feel that the slogan “25% by 2025” would be compelling and effective for early communication efforts throughout the community.

Using these targets, other interim reductions were calculated using a linear approach. The stakeholders agreed that a linear projection of emissions reduction would be the most understandable by the public, even though in reality, there might be large reductions followed by periods of fewer reductions as actions are put into place in different sectors at various times.



## RECOMMENDED GHG REDUCTION GOALS & STRATEGIES BY SECTOR

One of the most common ways that communities assess where gains can be made in reducing GHG emissions is by breaking down the source of emissions into understandable categories. These categories, or sectors, make decisions and actions for reducing GHG emissions easier during plan implementation.

This plan contains six “sectors” that correspond to the particular climate action opportunities throughout the Eagle County community: 1) education and outreach to help inform sustainable climate-friendly behaviors, 2) residential buildings, 3) commercial buildings and industrial uses, 4) transportation and mobility, 5) waste and landfill, and 6) energy supply.



Listed in the following section are the top goals and strategy recommendations for each climate action sector. A full list of ideas generated by stakeholders is provided as Appendix A.

# EDUCATION AND OUTREACH

Greater community awareness and understanding of climate change is needed so that people can participate in climate-friendly sustainable behaviors in their daily lives at home, at work, and throughout the community. Effective community engagement in climate action strategies requires partnerships between multiple sectors, targeted education and outreach methods, and continual evaluation of program successes.



## Education and Outreach: Top Recommended Strategies

- Use social-science research on climate change communications and education to inform strategies.
- Create a climate action 'tool kit' to share throughout the community.
- Develop a cross-sector Eagle County climate education team and education plan to reach all ages and demographics in Eagle County. Include Eagle County Schools, private K-12 schools, Colorado Mountain College, Walking Mountains Science Center, and other partners.
- Create a county-wide marketing campaign to raise awareness to engage the community in projects and programs. Include regular announcements through e-newsletters and social media.
- Ensure community equity so that climate action is all-inclusive and provides equitable social, economic, and health benefits.
- Utilize special event platforms to share messages, provide resources, and engage participants in behaviors such as zero waste events and bike-to-work days.
- Incorporate soil-health education to improve carbon sequestration and engage the community in stewardship.
- Expand and enhance existing educational programs:
  - Actively Green sustainable business training and certification program,
  - Energy Smart Colorado energy efficiency coaching for homeowners, businesses, contractors, and realtors
  - Colorado Mountain College Certificate in Sustainability Leadership and Bachelor of Arts in Sustainability Studies
  - Eco-Schools program for K-12 schools, supporting student learning and measurable GHG reduction through energy education and behavior change at schools
  - Colorado State University Extension Service programs and resources.



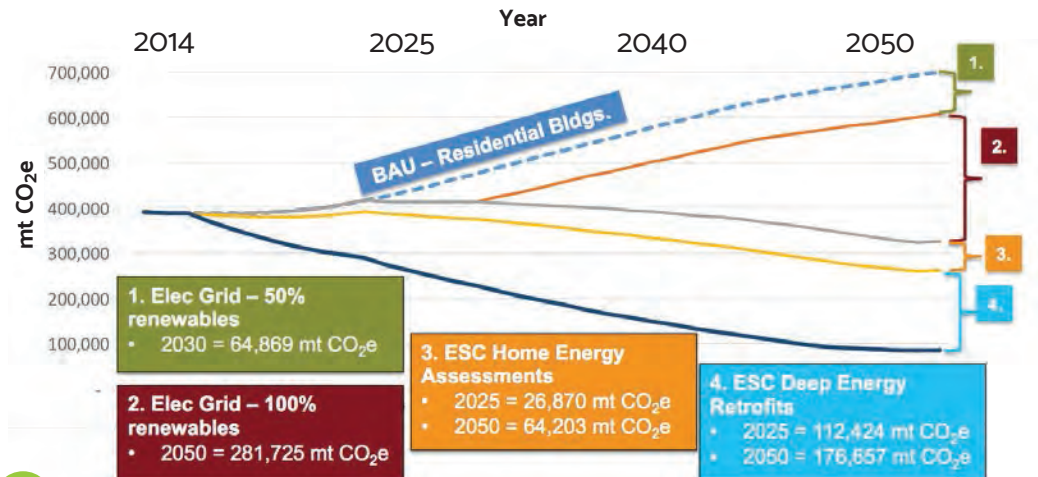


Residential homes create 24% of the total GHG emissions generated in Eagle County. There is a significant opportunity to reduce residential energy use with increased energy efficiency and conservation efforts. The Colorado State Demographer reports that of Eagle County’s 31,675 housing units (this figure does not include commercial lodging properties), 38% were considered “vacant” or unoccupied in 2014. Energy efficiency retrofits from local programs, such as Energy Smart Colorado, can reduce a home’s energy use by 20-30% and save residents hundreds of dollars on their annual energy bills.

## Residential Buildings Sector: Top Recommended Goals and Strategies

- Reduce GHG emissions 25% below 2014 levels in the residential buildings sector by 2025.
- For existing residential buildings, expand the local Energy Smart Colorado energy efficiency program and incentives in order to reduce GHG emissions in 25% of all residential buildings in Eagle County by 2025, 50% of all residential buildings by 2035, and 100% by 2050.
- Provide support and incentives for rental units to be updated with energy efficiency improvements.
- For new residential buildings, adopt “above building code” standards and provide incentives, including “net zero” codes, that are consistent across jurisdictional boundaries throughout Eagle County.
- Update Eagle County Eco-Build mitigation fees to include all energy-use for large homes over the average Eagle County home size of 3,700 sq. ft., not just offsetting heated exterior surfaces and pools.
- Promote and incentivize efficient use of water in interior and exterior of residential buildings.
- Continue partnerships with local energy utilities in order to leverage more economic incentives.

Residential Buildings Sector Mitigation Wedges



This graph was developed by Dr. Abel Chávez using “EMiTT” (Effective Mitigation Transition Tool) to help visualize, model, track, and quantify climate action mitigation targets. This graph is a hypothetical scenario that includes the following GHG abatement pathways: 1) electricity from the grid would include 50% renewable energy by 2050 and 100% renewable energy by 2050, and 2) Energy Smart Colorado would reach the recommended goal of 100% of homes in Eagle County receiving home energy assessments, and half of those homes would complete deep energy retrofits. This graph illustrates that the Eagle County community can take climate action and make significant GHG emission reductions. Fixing aging, leaky buildings is a great start toward effective climate action, but more actions will be needed to reach recommended targets. (BAU = Business As Usual)



# REDUCING EMISSIONS: COMMERCIAL

Commercial buildings and facilities account for the top sources of GHG emissions in Eagle County. A large amount of energy waste occurs due to inefficient buildings, high energy demands, deferred maintenance, inattention to building performance, and inefficient behavior on the part of occupants. Given current advances in energy efficiency technology and financing programs, there can be up to 40-60% reduction in building-generated GHGs (American Council for an Energy Efficient Economy, 2014). The commercial buildings that exist today will be inhabited into the foreseeable future; therefore, maximizing building efficiency will help ensure reduced energy demands well into the future.



## Commercial Buildings Sector: Top Recommended Goals and Strategies

- Reduce GHG emissions 25% below 2014 levels in the commercial buildings and facilities sector by 2025.
- For existing commercial buildings, expand the Energy Smart Colorado energy efficiency program and incentives in order to reduce GHG emissions in 25% of all commercial buildings in Eagle County by 2025, 50% of all commercial buildings by 2035, and 100% by 2050.
- Provide support and incentives for buildings over 10,000 square feet to measure and track their energy use through CLEER's Energy Navigator, the Energy Star Portfolio Manager, or other energy monitoring tools.
- For new and newly remodeled commercial buildings, adopt "above building code" standards and incentives, including "net zero" codes that are consistent across jurisdictional boundaries throughout Eagle County.
- Promote and incentivize efficient use of water.
- Continue partnerships with local energy utilities in order to leverage for more economic incentives.

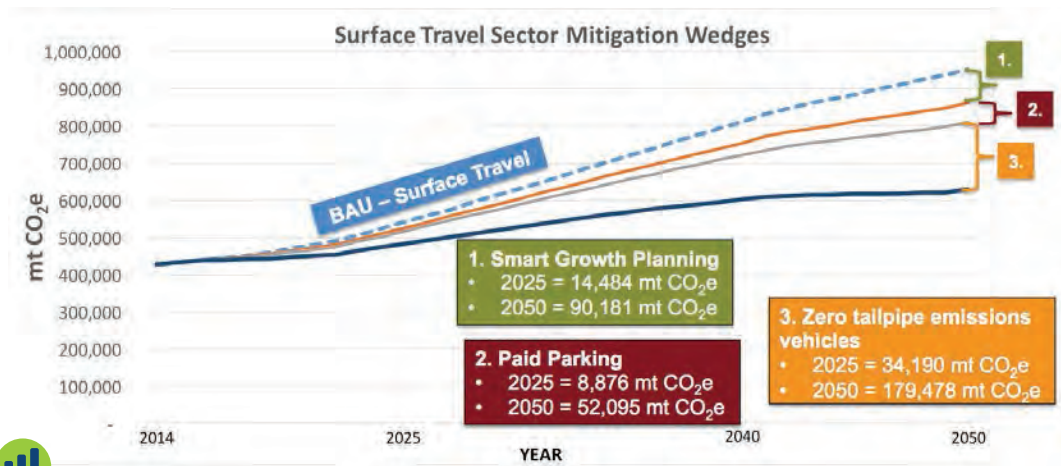




The majority of GHG emissions from transportation are generated from passenger vehicles. The Eagle County community faces a significant challenge due to Interstate-70 and the many vehicles that pass through the county. Nevertheless, significant improvements in local transportation, mobility systems, and infrastructure can reduce locally generated GHG emissions dramatically, while engaging residents and visitors in healthy climate-friendly lifestyles.

## Transportation and Mobility Sector: Top Recommended Goals and Strategies

- Reduce GHG emissions 10% below 2014 levels in the transportation and mobility sector by 2025. Consider FREE bus service and expanded services throughout the county.
- Continue to pursue rail transit opportunities to utilize the existing railroad tracks from Dotsero to Leadville.
- Expand the network of electric vehicle charging stations and promote state and federal incentives for purchasing electric vehicles.
- Incentivize and encourage multi-modal transportation, including park-and-ride locations and safe county-wide bike commuting paths and lanes.
- Strive for compact mixed-use communities and land-use patterns with affordable workforce housing in close proximity to job centers to enable walking, biking, and transit.



This graph is a hypothetical scenario that includes the following GHG abatement pathways: 1) 1% of the Eagle County population annually adopts driving a zero emission at tailpipe vehicle/electric vehicle, 2) increase in paid-parking, reducing the number of people who drive a car to work, 3) all new population growth to the year 2050 lives and works in transit-oriented neighborhoods and workplaces. (BAU = Business As Usual)

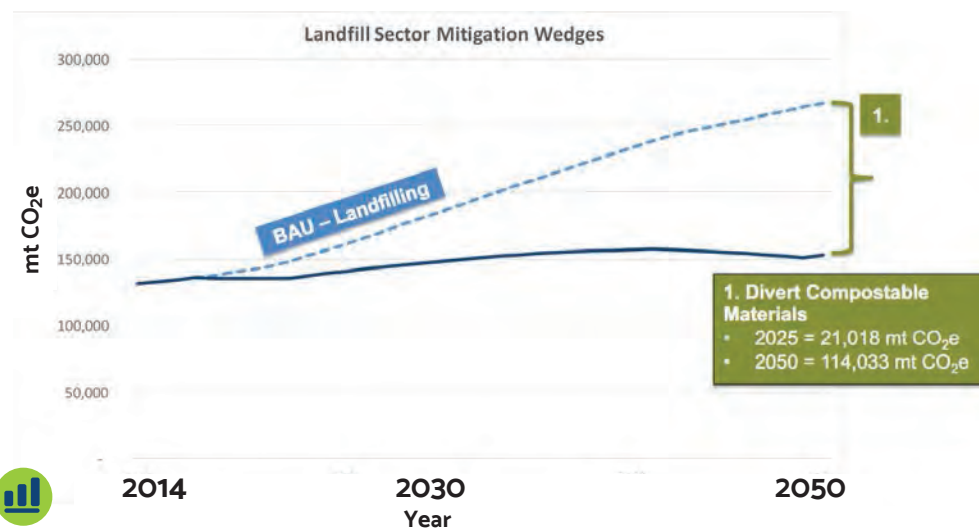
# WASTE AND LANDFILL

The waste and landfill sector refers to methane GHG emissions that result from anaerobic decomposition of organic waste in the landfill. During the first 20 years after its release into the atmosphere, methane gas is 84 times more potent as a GHG than CO<sub>2</sub>. The 2015 Eagle Valley waste diversion rate was 19.6%, and the recycling rate was 26.9%. There is an effort at the national and state levels to transition away from disposal and towards materials management. The greatest positive impacts in this sector can be realized through reducing materials altogether through more sustainable purchasing practices.



## Waste and Landfill Sector: Top Recommended Goals and Strategies

- Meet and exceed the current Eagle County landfill waste diversion goal of 30% diversion rate by 2030, and set an inspiring and achievable waste diversion target that is above the national average.
- Divert 30% of organics currently landfilled by 2030 through increased composting infrastructure and services.
- Support sustainable purchasing policies and practices, and incorporate supply chain management systems.
- Add new programs and infrastructure to increase recycling and composting in public areas that are currently deficient, and address hard-to-recycle items like, construction waste and mattresses.
- Support and incentivize recycling and composting services for multi-family buildings which often face challenges, such as high resident turnover and contamination of recycling containers.
- Integrate local waste diversion plan and solutions with the 2016 Colorado Integrated Solid Waste & Materials Management Plan, designed to provide guidance, cost analysis, strategies, and recommendations to communities and local governments.



This graph is a hypothetical scenario that includes diverting half of the compostable materials that currently end up in the landfill. Compostable organics, including paper, account for 60% of the overall tonnage brought to the landfill on an annual basis. (BAU = Business As Usual)

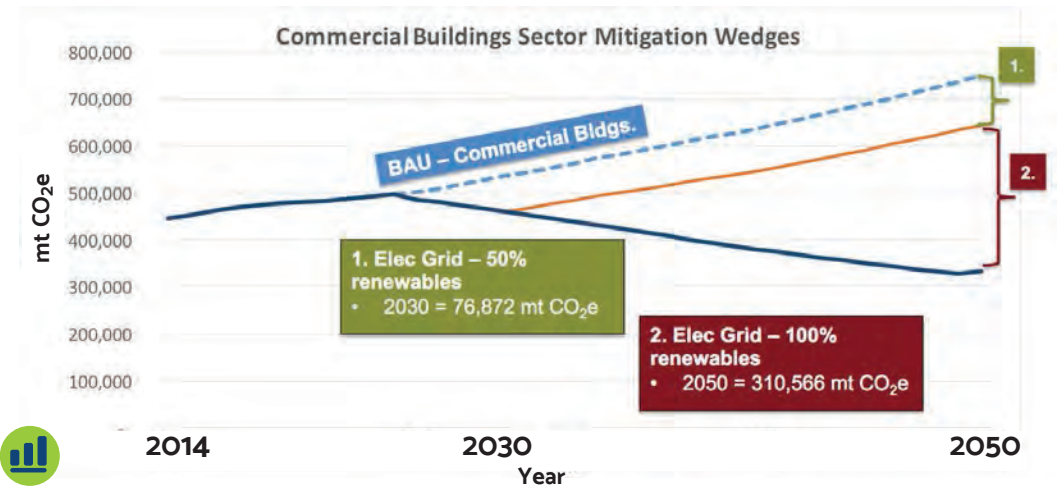




In 2004, Colorado became the first state in the U.S. to create a renewable energy portfolio standard in order to reduce GHG emissions. As the primary provider of energy for buildings and commercial uses throughout the Eagle County community, member-owned utility Holy Cross Energy provides electricity and strives to be a conscientious steward of natural resources. Holy Cross Energy was a pioneer in Colorado, offering consumers the option of purchasing renewable energy to offset GHG emissions. Partnering with utilities, such as Holy Cross Energy, Xcel Energy, and Black Hills Energy, is key toward making large-scale energy supply transitions.

## Energy Supply Sector: Top Recommended Goals and Strategies

- Create more financial resources and incentives, and increase the capacity of exterior energy offset programs within the Eagle County community (examples: Eagle County Eco-Build Program, Avon Exterior Energy Offset Program, and Aspen Renewable Energy Mitigation Program), and strive for consistency across jurisdictional boundaries.
- Research feasibility of local and regional locations for community solar arrays.
- Encourage utilities to set aggressive goals to reduce their GHG emissions and transition over time away from coal-fired power production.



This graph is a hypothetical scenario that includes reducing the GHG intensity from the electrical power mix by 50% in 2030 and 100% in 2050. (BAU = Business As Usual)



# KEY RECOMMENDATIONS FOR COMMUNITY LEADERS & DECISION MAKERS

The following recommendations support the success of the overall climate action plan and apply to all sectors in this plan:

- 1 Adopt this climate action plan.
- 2 Identify people to guide the implementation and follow-through of recommendations in the current plan—designate a task force and hire sustainability/climate staff as needed within local governments and large businesses.
- 3 Allocate funds for implementation of projects and infrastructure.
- 4 Collaborate across jurisdictional boundaries for greater impact and likelihood of success.
- 5 Measure and monitor GHG reduction impacts over time.
- 6 Begin to address climate change adaptation.

# WHAT DOES SUCCESS LOOKS LIKE?

Successful community-driven GHG reduction efforts have several key elements that are centered on realistic and achievable targets, community endorsement and support, and strong alignment with community and organizational values. At the onset of the planning process, the stakeholders identified the following elements that are critical to long-term success of the *Climate Action Plan for the Eagle County Community*.

## Set Realistic and Achievable Targets

- GHG reduction targets must be achievable and measurable
- A diverse number of GHG emissions reduction strategies and projects are needed
- Actions must be taken by local governments
- Progress should be monitored regularly
- Celebrate successes along the way to reaching larger goals

## Community Endorsement, Ownership, and Support of this Plan is Critical

- There must be broader community awareness of the need for climate action
- Individuals should understand their impacts and responsibilities
- Private sector participation and public-private partnerships are keys to success
- There must be simple, accessible opportunities for individuals to take action
- The community has the tools and resources to reach short and long-term targets

## Align the Plan with Community and Organizational Values

- Local governments adopt the plan and hold values that align with the plan
- The plan integrates benefits to the economy, the environment, and social equity
- The plan is a catalyst to coordinated climate action across jurisdiction boundaries
- Local organizations are aligned with the plan and keys to its success
- Local governments strive to coordinate across boundaries
- Minimize policy restrictions that limit people's abilities to take action
- Community-wide climate change education is imperative

Despite the rewards of success, there are challenges to climate action planning and implementation. These include concerns about communication to and adoption by the public, leadership and prioritization of climate change by decision makers, lack of available funding for new projects, lack of long-term coordinated climate action effort, and tangible obstacles such as technology and infrastructure.





## CONSIDERATIONS FOR IMPLEMENTATION

- **Breadth of community:** Develop programs and education for both residents and guests
- **Celebrate successes:** Take time to recognize accomplishments along the way
- **Clarity:** Use language and communication tools that the public can understand
- **Funding:** Decision makers prioritize funding for GHG mitigation actions
- **Diversity:** Include a variety of people, strategies, and actions to ensure success
- **Implementation:** Decision makers support human resources to enact projects and policies
- **Infrastructure:** Be ready to make tough decisions about infrastructure and building codes
- **Measurement:** Develop metrics that can be monitored and used by all stakeholders
- **Longevity:** Instill a culture of sustainability, and enact policies that outlast changes in leadership
- **Resistance to change:** Tackle incremental actions that build confidence
- **Unity:** Support towns, county, and other organizations in new climate action partnerships

## Call To Action

The success of this plan rests in the hands of the community and its leaders at many levels. The stakeholders have identified projects, programs, and policies that are both feasible and meaningful for the Eagle County community. In order to meet the 2025 target of 25% reduction of GHG emissions, and the aspirational but critical goal of achieving the 2050 target of a minimum of 80% reduction, this plan must be adopted quickly, shared throughout the community, and supported with meaningful resources.

# APPENDIXES

## Appendix A: Project Ideas & Recommendations



This Appendix includes detailed tables for each of the six sectors including a basic explanation of each and why they matter. This section also includes lists of recommendations for reducing GHG emissions through water conservation and soil carbon sequestration. The tables include an overview of what is already being done in Eagle County, as the county, towns, and other entities have already undertaken meaningful work in reducing GHG emissions. Finally, the tables include details on programs, projects, and policies that can be undertaken to reduce GHG emissions. These robust lists were developed by the stakeholders in order to provide all users of this climate action plan a place to begin mitigating GHG, and they are reflective of the “triple bottom line” of people, planet, and profit. The stakeholders’ intent is that the county, towns, and other entities use these tables to help guide conversations about planning, policy development, and project implementation.

The tables on the following pages also include three columns highlighting ideas that the stakeholders felt would be of special interest to businesses, towns, and the county.

### **Commercial Buildings and Industrial Energy**

This sector includes traditional commercial buildings, multi-family housing, ski area operations, and commercial area heated streets and driveways.

Why focus on the commercial building sector? At 32% of 2014 emissions, this sector constitutes the largest component of the Eagle County community’s GHG emissions. The emissions from this sector can be mitigated through incentives for commercial building owners and landlords, new energy efficient technologies, community solar gardens, education, and sustainable practices in the hospitality sector.

What’s already being done: Energy rebates from Energy Smart Colorado (Eagle County Eco-Build Fund, Avon Exterior Energy Offset Program) and Holy Cross Energy, Actively Green Sustainable Business Training and Certification Program, county and municipal goals to reduce energy use, private sector sustainability initiatives, Eco-Schools programming, and more.

*Cont’d Page 25*



<b>Programs and projects</b>	<b>Importance to stakeholders</b>	<b>Recommended especially for businesses</b>	<b>Recommended especially for towns</b>	<b>Recommended especially for county</b>
Modify buildings to maximize natural light; add dark sky compliant lighting retrofits	High	✓		
Increase assessments and rebates for renewable energy use on commercial properties	High	✓		
Adopt SmartRegs for buildings	High		✓	✓
Include more advanced levels of Actively Green	High	✓		
Land planning: encourage gardens, green roofs, and native plants in all commercial buildings; create infrastructure for construction and demolition waste, convert golf course “rough” areas into natural habitat	High		✓	✓
Make sustainability practices part of consideration in awarding contracts/ new building requirements - onsite or offsets	High		✓	✓
Allow renters in multi-family buildings to make energy-smart recommendations to building owners			✓	
Encourage landlords to use “green leases”; incentives for landlords		✓	✓	
Develop baseline energy usage for commercial buildings / plazas		✓	✓	
Minimum rental energy efficiency guidelines			✓	
Reduce hotel energy use: install key cards that turns on/off utilities for each room; install timers on gas fireplaces; install occupancy sensors and better automation systems; more education for hospitality sector		✓		
Expand Energy Smart to beyond retrofits; focus on multi-family, low income units			✓	✓
Hold annual meeting of building officials and planning and design review boards to exchange ideas and best practices				✓
<b>Policies and regulations</b>	<b>Importance to stakeholders</b>	<b>Recommended especially for businesses</b>	<b>Recommended especially for towns</b>	<b>Recommended especially for county</b>
Require green laundry practices and efficient toilets at hotels		✓		
Expand local mitigation programs and fees on snowmelt to address outdoor energy use	High		✓	
Develop net zero building codes and certification programs			✓	✓
Set wattage limits for lighting for new/remodeled buildings and dark sky code				
Encourage local stores to sell only LED lights		✓		
Incorporate flexible work hours and telecommuting to reduce building energy use		✓		
Support free building phase two audits / recommissioning				

This sector includes residential homes, both primary and second homes, and multi-family residences with fewer than five units.

Why focus on the residential building sector? Residential building-use constituted 28% of emissions in the Eagle County community in 2014. This large component of the community’s emissions can be addressed with homeowner education, energy efficiency audits and incentives, building codes, and other local programs.

What’s already being done: Energy Smart Colorado and Holy Cross Energy home energy assessments and rebates for retrofits, ‘green’ MLS program, access to community solar and wind projects through Holy Cross Energy, and more.

Programs and projects	Importance to stakeholders	Recommended especially for businesses	Recommended especially for towns	Recommended especially for county
Expand Energy Smart Colorado; more education on existing rebate programs; shift to performance based programs	High			
Incentives for landlords and short-term rentals to be more efficient	High			✓
LED light bulb giveaways or conversions; require only LED holiday lights; buy-back program for non-LED lights		✓		
Multi-zone split systems for efficient electric baseboards				
Smart sensors in homes, especially large second homes				
Town-sponsored events and programs that support energy efficiency		✓	✓	
Develop net zero building codes and certification programs			✓	✓
Work with HOAs to promote low water use and energy efficiency practices			✓	
Policies and regulations	Importance to stakeholders	Recommended especially for businesses	Recommended especially for towns	Recommended especially for county
Promote water conservation – native grasses, organic matter, xeriscaping	High		✓	
Generate new sources of revenue for income qualified energy efficiency upgrades; employers could offer as benefit to employees	High	✓	✓	
Eco-Build 3.0 – above 2015 IRC codes for new and existing buildings	High		✓	✓
Consistent building codes across local political boundaries to increase building contractor’s time efficiency and avoid “jurisdictional shopping” by contractors	High		✓	✓

This sector includes transportation and transit-oriented design. It also includes the Eagle County Regional Airport.

Why focus on the mobility sector? Almost 30% of the Eagle County community’s 2014 emissions came from this sector (3% was from the Eagle County Regional Airport). This sector represents an area in which great gains can be made with policy, infrastructure, education, and a “culture change” among residents and visitors.

What’s already being done: ECO Transit, Town of Vail bus system, Sole Power program, improved bike path development, policies to support use of electric bikes, small scale bike share programs, idling policies, and more.

Programs and projects	Importance to stakeholders	Recommended especially for businesses	Recommended especially for towns	Recommended especially for county
Change car culture; company incentives for collective transport and telecommuting/encourage remote working	High	✓	✓	
Bicycle education programs (ex: learn to ride safely, bike repair classes, bike donation/earn a bike programs); bicycle sharing program; E-bikes sharing program	High		✓	
Electric vehicle infrastructure and incentives; electric buses, more electric charging stations	High	✓	✓	✓
Car sharing programs	High			✓
Bike sharing programs and more bike parking areas	High	✓	✓	
Complete connectivity for biking/walking between towns and better designated bikeways to improve safety			✓	✓
Public transport service with existing rail line				✓
Shared work spaces (co-working spaces shared by businesses and others) so people don’t have to commute cross county)		✓		
Policies and regulations	Importance to stakeholders	Recommended especially for businesses	Recommended especially for towns	Recommended especially for county
Transit-oriented design zoning	High		✓	✓
Local in-proximity to workplace affordable housing to reduce commuting miles; reduce county sprawl infrastructure extensions	High		✓	✓
Commit to low carbon emission, and zero tailpipe emission, vehicles and equipment		✓	✓	✓
Ride share/carpool service		✓		
Charge for parking			✓	
Encourage carpooling in company vehicles		✓		
Emissions testing; increase MPG policies				✓
Funding for low cost/free transit; first study who uses and if this would be productive				✓

## **Waste and Landfill**

This sector includes waste diversion, residential and commercial recycling, and the county landfill.

Why focus on the waste reduction sector? Reduce-Reuse-Recycle, all three R's are important. In 2015, the overall waste diversion rate of the Eagle Valley was 19.6%. This included general recycled materials, organic materials including yard waste, and household hazardous waste including electronic waste. Eagle County has set an overall waste diversion goal of 30% by 2030. The Eagle Valley recycling rate was 26.9% in 2015; this is below the national average of 34%. Waste reduction, recycling and composting, and sustainable purchasing are areas in which the community can have a greater impact through policy, better infrastructure, education, and programs. A 2010 study of the waste stream at the Eagle County landfill revealed that 40% of current landfill waste could be processed as compost if a commercial scale facility were available.

What's already being done: Eagle County Materials Recovery Facility, waste haulers provide recycling, county and town supported recycling drop-off sites, e-waste collection events, zero waste events, collaboration amongst Eagle Valley Waste Diversion Steering Committee, waste reduction goals set by local governments and other entities, Actively Green Sustainable Business Training and Certification Program, Eco-Schools, and other programs. One town has recently implemented a plastic bag ban and a recycling ordinance.

Educational tours to the landfill and recycling facility are very popular.

*Cont'd Page 29*



Programs and projects	Importance to stakeholders	Recommended especially for businesses	Recommended especially for towns	Recommended especially for county
Update Eagle Valley Waste Diversion plan; consider increasing waste diversion goals	High			✓
Ensure all schools recycle and compost (when commercial composting becomes available)	High		✓	✓
Reuse construction materials (lumber and construction and demolition waste)	High		✓	
Group for sustainable purchasing, including local food purchasing	High	✓		
Infrastructure improvements for waste diversion, possible single stream at MRF, organic waste diversion	High			✓
Zero waste events supported by towns and event producers		✓	✓	
Repurpose waste into energy or materials				✓
Address infrastructure gaps discovered in waste access audit of public spaces		✓	✓	
Visible public recycling areas, drop sites – at bus stops, sidewalks, at events, etc.			✓	✓
Home and community composting				
Anaerobic digesters and methane capture operations				✓
Policies and regulations	Importance to stakeholders	Recommended especially for businesses	Recommended especially for towns	Recommended especially for county
Zero waste event goals – encourage events and event facilities to be zero waste	High	✓	✓	
Research feasibility of increasing landfill tipping fee to support waste diversion efforts	High			✓
Support a Colorado Bottle bill – recycling of glass bottles				
Reduce use of single use shopping bags county-wide			✓	✓
Yard waste collection county-wide			✓	✓
Commercial compost provided			✓	✓
Packaging policies, get rid of Styrofoam		✓	✓	✓
Register pesticide users to protect organic waste			✓	
Consistent county-wide recycling practices and procedures			✓	✓
Waste hauler licensing			✓	
Pay as you throw			✓	✓

## **Give community members the knowledge and power to understand their impacts and make climate-friendly choices**

- Use social-science research on climate change communications for education and outreach strategies (e.g., Yale Program on Climate Change Communication, and George Mason Center for Climate Change Communication resources)
- Incorporate social diversity and inclusivity throughout education and outreach
- Develop a climate action class to feed into current sustainability education programs and trainings
- Convene and educate neighborhood climate action groups
- Continue to host educational tours to the landfill, and include the materials recovery facility (MRF) and hazardous household waste facility
- Host household zero-waste training for residential homeowners
- Educate home owners and businesses on shutting down and unplugging when leaving the home or office (reduce “vampire” energy-use)
- Educate and incentivize second homeowners to reduce energy use
- Promote use of “smart hubs” to understand real-time energy use
- Conduct trainings specifically for property managers and landscapers
- Educate land owners and users on climate-friendly land use practices

## **Support businesses in climate-friendly practices**

- Encourage more participation of businesses in the Actively Green Sustainable Business Training and Certification Program
- Reduce waste through sustainable purchasing practices and less packaging
- Provide more employer/employee climate action and sustainability training
- Leverage the VVP Actively Green Awards and the Annual Actively Green Awards Party for businesses
- Engage local organizations and groups in educating businesses
- Provide cards for hotel rooms and short-term rentals; educate guests on why their efforts matter (water-wise signage, etc.)
- Develop employee field experiences, retreats, and experiential learning for climate science understanding for mountain communities

*Cont'd Page 31*

## **Create a culture in the community that promotes climate action and sustainability**

- Create a climate education team to educate about and support implementation of the Climate Action Plan
- Provide an e-newsletter with updates on progress related to the Climate Action Plan
- Create a valley-wide marketing campaign to elevate day-to-day awareness of climate action and sustainable living
- Use an “education-through-demonstration” approach to showcase climate-friendly building, landscaping, and other best-practices
- Share the benefits with visitors, such as carbon sequestration and water conservation

## **Engage school children and their families for long-lasting change**

- Expand the Eco-Schools program at all K-12 schools to educate and recognize youth for their leadership, and incorporate energy saving programs and infrastructure at all schools
- Develop competitions for schools on ‘how to reduce carbon footprint’
- Develop “farm-to-school” fresh, local food served in school cafeterias, and teach food production and gardening as part of the curriculum

## **Ideas for an education and marketing campaign promoting climate action**

- Develop a multi-media brand platform
- Create a video about actions that can be taken to promote climate action
- Utilize local media, TV, radio, and social media
- Fund an educational point position with responsibilities to oversee implementation of climate action education and outreach
- Use standardized and frequently communicated, measurable goals
- Use empowering positive messages and real-world examples
- Focus messages on improved quality of life, connect the message to people and the future
- Identify influencers and have them speak up—local celebrities and leaders at regular and fun community events
- Host “Trash Talk” about waste with winter visitors—education campaign
- Train volunteer advocates for each neighborhood to share ideas with their neighbors; work through neighborhood and homeowner associations
- Include outreach to all community sectors, associations, clubs, chambers, etc.

## **Energy Supply**

- 1** Reduce reliance on coal-fired power plants, and add more renewable energy sources
- 2** Provide consumers an option to return equity checks back to Holy Cross Energy to invest in clean power or energy efficiency programs
- 3** Restructure utility rates to make energy efficiency and conservation more attractive
- 4** Educate utility co-op owners to advocate for changes
- 5** Identify areas for local solar arrays
- 6** Explore use of geothermal energy supply for homes and commercial buildings
- 7** Explore new technologies, such as storage, to increase renewable energy usage
- 8** Support Colorado Communities for Climate Action (policy initiatives and lobbyists at the state-level focused on GHG reduction)





# ADDITIONAL RECOMMENDATIONS

## Water Conservation and Energy

Water conservation reduces demand for both water and energy. Conserving water can play an important role in reducing GHG emissions. The storage, transport, and delivery of water for commercial, residential, and agricultural needs lead to significant GHG emissions. The stakeholders recommend several strategies to conserve water and save energy:

- Educate people that all water consumed has to be pumped and processed, requiring energy
- Support water utilities and local governments in initiatives to reduce water consumption in facilities and operations
- Include more heat recovery systems that use heat energy from discharged treated effluent, such as Avon's Community Heat Recovery System that heats the pools at the Avon Recreation Center using heat energy from the Avon Waste Water Treatment Facility
- Reduce use of water in residential and commercial properties
- Develop small hydro plants for electricity generation
- Create a study on incentives to switch to xeriscaping for buildings and residences
- Work with HOAs to promote low water use and energy efficiency practices

## Carbon Sequestration and Land Management

Organic matter holds carbon in the soil. Land management, landscaping, farming, and ranching practices that support healthy soil development can also be important ways to capture, or sequester, GHGs in the soil and help protect the atmosphere. Below are recommendations related to carbon sequestration:

- Engage agencies, such as CSU Extension, USDA, NRCS, Betty Ford Alpine Gardens, and The Ground Up, to provide education on land management techniques that increase carbon storage
- Reduce methane emissions by stopping biodegradable materials from entering the landfill, composting can be a vital way to restore and protect the climate
- Promote leaving grass clippings on the ground to return nutrients to the soil
- Reduce impermeable surfaces, and encourage catchment of water that promotes healthy ecosystems
- Encourage green roofs with native plant species that do not require a large amount of water
- Reduce use of synthetic fertilizers and pesticides that are made from fossil fuels that contribute to climate change
- Encourage holistic approaches during revegetation and restoration after disturbances, such as after building and infrastructure construction or after natural disasters (e.g., fires and flooding)

# Appendix B: Stakeholder Meetings and Public Engagement Information

## Guiding Principles for Stakeholder Group

- Value each other's and the community's input and knowledge
- Keep in mind the triple bottom-line: "people, planet, profit"
- Take calculated risks
- Address all sectors that contribute to GHG emissions
- Develop meaningful goals and metrics to show progress through time
- Strive for informed consent on decisions



## Stakeholder Meeting Dates

March 21, 2016

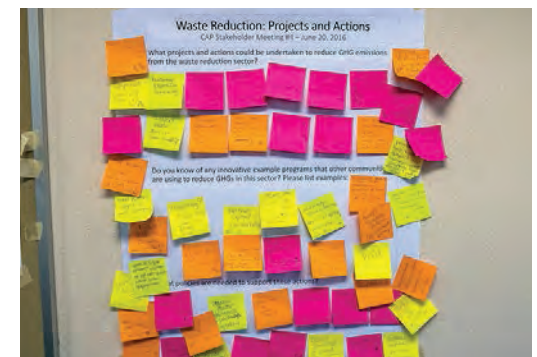
April 18, 2016

May 23, 2016

June 20, 2016

August 22, 2016

November 14, 2016



## Stakeholder Meeting Notes and Materials

Meeting notes, slideshow presentations, and other supporting materials can be found at [www.walkingmountains.org/cap](http://www.walkingmountains.org/cap).

## Public Open House Sessions

September 14, 2016, Brush Creek Pavilion, Eagle

September 19, 2016, Grand View, Lionshead Welcome Center, Vail

September 22, 2016, Miller Ranch Community Center, Edwards



# Eagle County Energy Inventory

2014 data on energy use, costs and GHG emissions

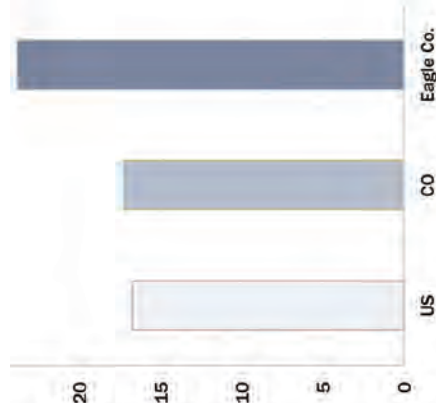


## KEY FINDINGS

- Greenhouse gas emissions from energy use in Eagle County in 2014 totaled 1.4 million metric tons of carbon dioxide equivalent (CO<sub>2</sub>e).
- The single largest source of emissions, at 39 percent, is from the generation of electricity used to power residential and commercial buildings and facilities.
- Greenhouse gas emissions on a per capita basis are higher in Eagle County than in Colorado or the U.S. As a resort community, Eagle County has more second homes, hotels and energy intensive recreation facilities.
- Consistent with national findings, Eagle County transportation emissions come primarily from passenger vehicles.
- The Eagle County community spent \$243 million in 2014 on energy, for electric and natural gas bills and for diesel and gasoline transportation fuels.
- If the community as a whole became 10 percent more energy efficient, \$24 million could stay in the community each year to strengthen the local economy.

## Section 1: Overview of Emissions, Energy Costs and Energy Use

Total 2014 carbon dioxide equivalent (CO<sub>2</sub>e) emissions: **1,387,080 metric tons**



### 1. Emissions per Capita, 2014

Metric tons of CO<sub>2</sub>

Greenhouse gas emissions divided on a per capita basis are 28 percent higher in Eagle County than in Colorado. Contributing factors are transportation, second homes and lodging.

See appendix for details about household energy use and the impact of second homes on energy use.

### 2. Emissions by Sector, 2014

Metric tons of CO<sub>2</sub>e

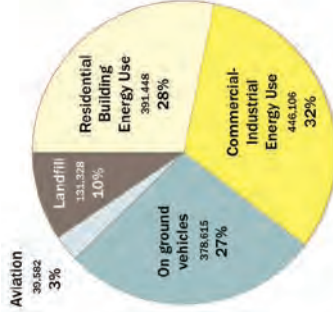
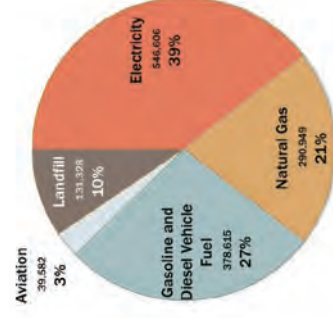


Chart 2 illustrates the sources of emissions by use, while Chart 3 illustrates emissions by fuel source. The residential and the commercial/industrial sectors contribute the largest percentage of total emissions in the county. By fuel, electricity use contributes the largest share of emissions, followed by gasoline and diesel fuels for transportation.

### 3. Emissions by Source, 2014

Metric tons of CO<sub>2</sub>e



### 4. Energy Costs by Source

Total energy costs: \$243.5 million

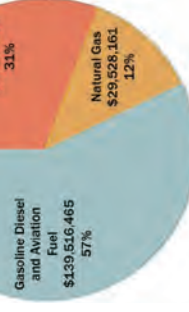


Chart 4 shows that more than half of energy costs are for transportation fuels (based on 2014 average price of \$2.92/gallon). Natural gas prices in Colorado rank 47th in the U.S., thus the small wedge for natural gas costs.

### 5. Energy Use by Source, 2014

Total energy use: 18.8 trillion BTUs

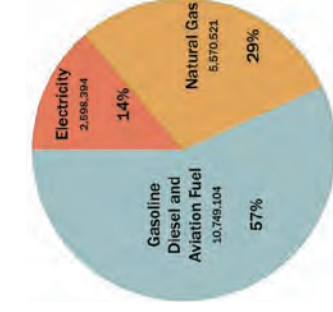
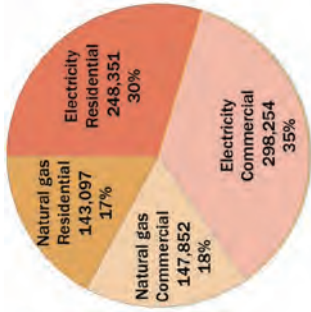


Chart 5 converted gallons of transportation fuel, kilowatt hours of electricity and therms of natural gas into a common, industry standard energy unit, the British thermal unit (BTU). See Appendix for the definition of BTU.

## Section 2: Utility Energy

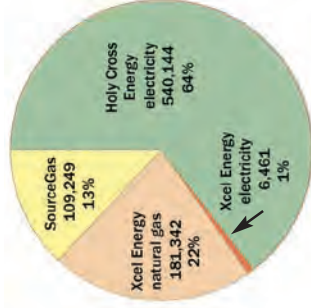
### 6. Emissions by Sector

Metric tons of CO<sub>2</sub>e

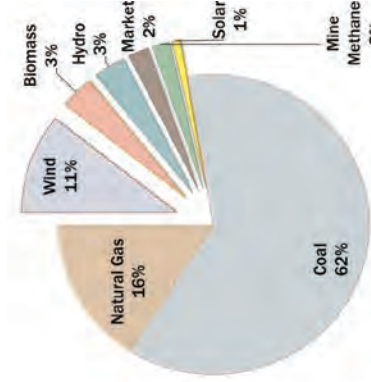


### 7. Emissions by Utility

Metric tons of CO<sub>2</sub>e



### 8. Holy Cross Energy Electricity Sources



CO2 emissions/year: 831,384 metric tons  
 Average CO2 intensity: 1.57 lb. per kWh  
 Renewable energy: 20.3%  
 Member-owned renewable systems: 517  
 Capacity: 3,492 kW  
 Meters in Eagle County: 29,335 residential  
 6,304 commercial

Electricity is the dominant source of emissions from building energy use.

## Section 3: Emissions from Buildings, Facilities and Industry

### 9. Emissions by Community by Residential and Commercial Sector, 2014

Metric tons of CO<sub>2</sub>e



Chart 9 shows total emissions in each community from building, facility and industrial energy use in the residential and commercial sectors.

Notes for Charts 9 and 10:

**Edwards:** Data for Edwards, an unincorporated community, includes the entire 81632 zip code.

**Unincorp:** Abbreviation for “unincorporated” includes meters in unincorporated Eagle County other than the Edwards 81632 zip code. Unincorporated Eagle County has more population and housing units than any of the county’s individual municipalities.

**Commercial:** A utility designation for a meter on properties such as hotels, multi-family complexes with one meter, recreational facilities (lifts and snow-making equipment), governments, schools, retail, industrial and manufacturing facilities.

Businesses and governments often hold many utility accounts for the multiple properties they own or lease. In this chart, each utility account is counted separately, regardless of ownership.

### 10. Emissions by Community by Residential and Commercial Utility Account, 2014

Metric tons of CO<sub>2</sub>e

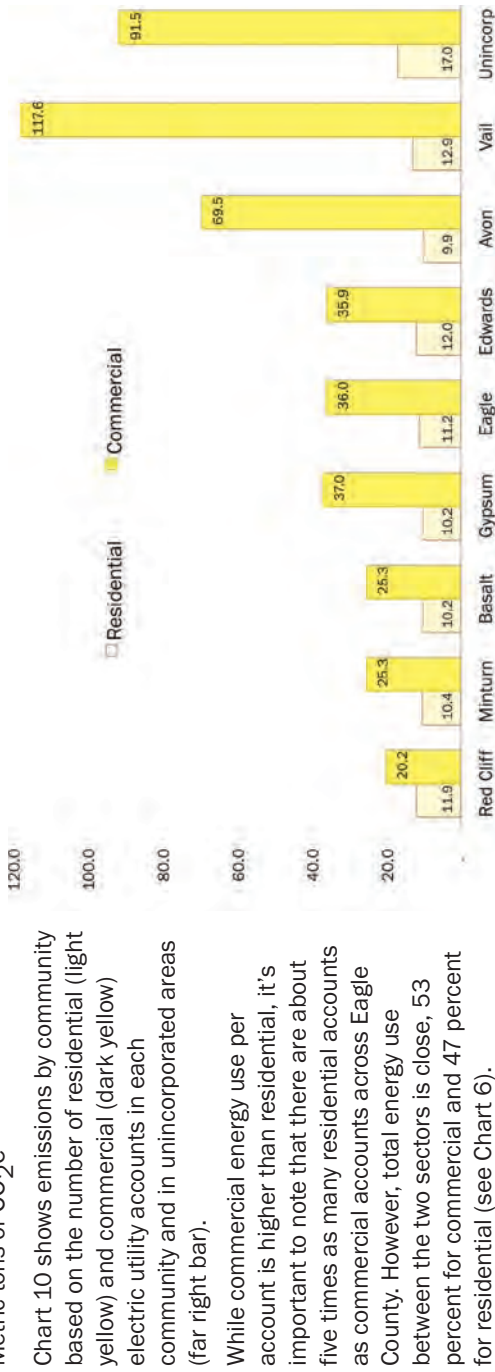


Chart 10 shows emissions by community based on the number of residential (light yellow) and commercial (dark yellow) electric utility accounts in each community and in unincorporated areas (far right bar).

While commercial energy use per account is higher than residential, it’s important to note that there are about five times as many residential accounts as commercial accounts across Eagle County. However, total energy use between the two sectors is close, 53 percent for commercial and 47 percent for residential (see Chart 6).

## Section 4: Transportation Energy Emissions and Use

### 11. Eagle County Transportation Emissions, 2014

Metric tons of CO<sub>2</sub>e

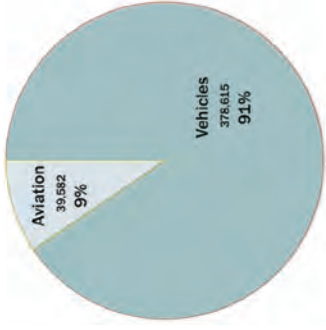


Chart 11. To calculate motor vehicle energy use, the research team determined that the best available method was to use Colorado Department of Transportation traffic statistics for Eagle County. CDOT data does not include county roads or city streets. Because of this missing information, this inventory's estimate is inherently conservative and is very likely an underestimate of total transportation energy use.

Because of the economic importance of I-70 to the region for destination traffic, the high percentage of local traffic on I-70, and the built-in underestimation due to missing city street traffic, the research team chose to include 100 percent of I-70 traffic to represent the county's total vehicle miles traveled.

### 13. U.S. Transportation Sector Emissions by Source

Metric tons of CO<sub>2</sub>e

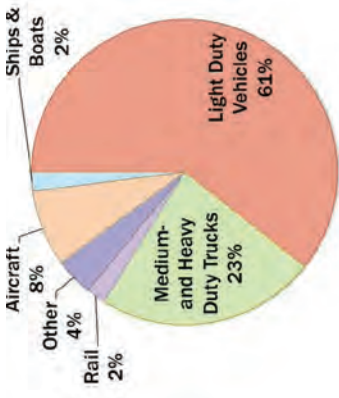


Chart 13. Within the U.S. transportation sector, light-duty vehicles (including passenger cars and light-duty trucks) were by far the largest category, responsible for 61 percent of emissions. Medium- and heavy-duty trucks made up the second largest category, with 23 percent of emissions. Between 1990 and 2013, emissions nationwide in the transportation sector increased more in absolute terms than any other sector (i.e. electricity generation, industry, agriculture, residential, or commercial).

### 12. Eagle County Energy Use by Vehicle Class, 2014

Thousands of Gallons

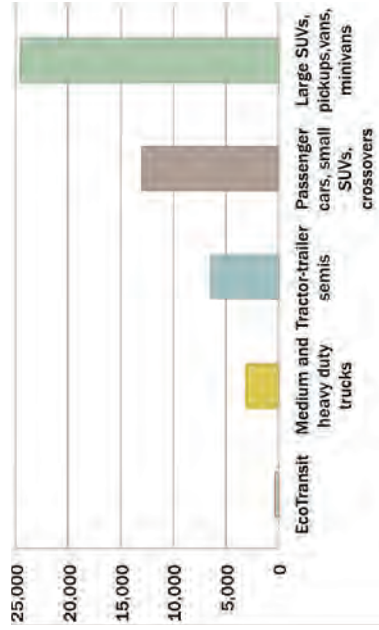


Chart 12. The majority of gasoline and diesel fuel use is for vehicles that carry passengers. The two bars on the right represent small and large passenger vehicles. Combined, they account for 79 percent of gasoline and diesel gallons used in Eagle County. Medium and heavy-duty trucks and semis use 21 percent of gasoline and diesel gallons.

## Section 5: Recommendations

**Energy Efficiency:** Energy efficiency programs need to address electricity consumptions in residential, commercial and industrial sectors across the county. The greatest potential for emissions reduction is in commercial sector energy use.

**Renewable Energy:** Partnering with Holy Cross Energy to increase the amount of renewable energy in the utility's power portfolio will decrease emissions from electricity consumption.

**Transportation:** Programs should focus on reducing passenger vehicle travel and shifting to cleaner-burning alternative fuels. Key components should include increased availability of public transit, growth in public electric vehicle charging stations and use of electric vehicles, and more bicycle travel options within communities.

**Policy:** Local government partners should work toward similar policies that reduce emissions, such as energy efficiency

building codes, land use codes that encourage compact walkable communities and transit-oriented development, and multi-modal transportation planning.

#### Areas of Further Study

- Travel pattern study to assist with local traffic emissions calculations and planning for mass transit.
- Updated waste composition study at the Eagle County Landfill to ensure more recent data is incorporated into future inventories and to acknowledge improvements at the landfill.
- Energy use study to differentiate between occupied and unoccupied housing.
- Energy use study specifically focused on resort operations.

## Appendix

### Energy and Emissions by Population and Household

Per capita and per housing unit calculations are one way to compare one community's energy use to others, even when population totals are different. However, these calculations can be difficult to apply in a resort-dominated community such as Eagle County.

**Per Capita:** A per capita calculation divides energy use or emissions by the permanent population of the community, as shown in Chart 1 (page 1). The Eagle County population used for this calculation was 52,831.

Chart 1 shows a much higher rate of emissions per capita for Eagle than for Colorado or the United States. Eagle County's large resort industry, which includes ski lifts and on-mountain facilities, and a high density of lodging, dining and retail establishments in eastern Eagle County, acts like other large energy-using industries would in skewing the per capita emissions figure.

**Per Housing Unit:** Per housing unit calculations are another means of comparing one community's energy use to others, specifically in the residential sector. These calculations divide total energy use in the residential sector by the number of households or residential service meters in that community. This calculation excludes emissions from the commercial sector, avoiding the imbalance seen in Chart 1.

However, the per housing unit calculation is also difficult to

apply in Eagle County, because a high percentage of residential units are used sporadically or seasonally as second homes and vacation rentals. These second homes and vacation rentals use energy whether they are vacant or occupied, although they would presumably use less energy when vacant.

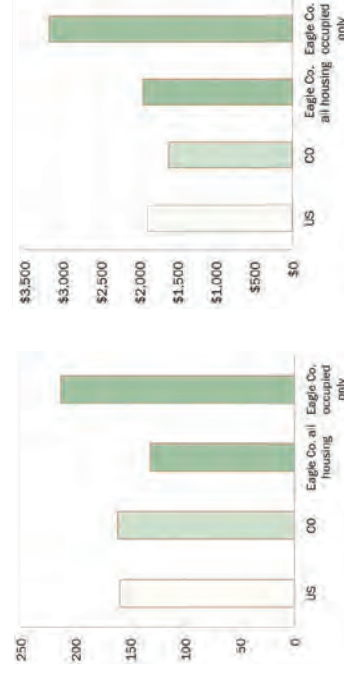
The Colorado State Demographer reports that of Eagle County's 31,675 housing units (this figure does not include commercial lodging properties), 38 percent were considered "vacant" or unoccupied in 2014. Colorado's average vacancy rate in 2014 was 7.6 percent.

Utility companies, however, do not differentiate between permanently occupied homes and sporadically occupied second homes and vacation rentals. So it's impossible, without further study, to calculate energy use by permanently occupied compared to sporadically occupied homes.

For this inventory, the research team ran the per housing unit calculation both ways, dividing all residential energy use by all housing units (second bar from right in Charts 15-18), and dividing only by permanently occupied units (right bar). Neither bar accurately depicts average household energy use for Eagle County. Dividing by all units yields a low per-unit average, while dividing only by occupied units yields an unfairly high per-unit average. The true number is probably somewhere in between.

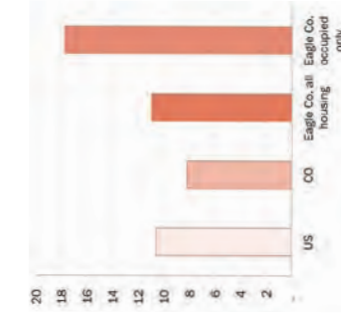
### Energy per Household per Year, 2014

14. Energy Use, in million BTUs

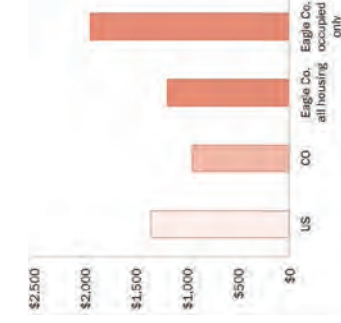


### Electricity per Household per Year, 2014

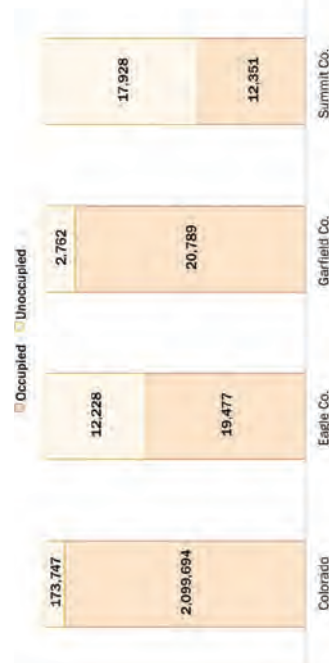
16. Electricity Use, in mWh



### 17. Electricity Cost



### 18. Occupied and unoccupied housing units, 2014



### What is a BTU?

Charts 5 and 15 report total energy use by a common unit, British thermal unit or BTU. One BTU is the amount of work needed to raise the temperature of 1 pound of water by 1 degree F. For a physical example, burning one 4-inch wooden kitchen match generates 1 BTU.

## Sources and Acknowledgements

Data collection and analysis by Erica Sparhawk, CLEER, and Rick Heede, Climate Mitigation Services

Special thanks to the Eagle County Commissioners, Jeanne McQueeney, Jill Ryan and Kathy Chandler-Henry, for their continued work to address climate change, for their understanding of the importance of energy, and for commissioning this emissions inventory for enacting informed climate action policies.

The following individuals provided data, insight, support and expertise for this report:

John Gitchell and Adam Palmer, Eagle County  
Heather McGregor and Alice Laird, CLEER  
Chris Menges, City of Aspen Canary Initiative  
Chris Hildred, Holy Cross Energy  
Steve DeGrazio, Xcel Energy  
Lisa Pfitzinger and Renae Chandler, Black Hills Energy / SourceGas  
Amanda Nolan, Eagle County Landfill  
Chris Anderson and Jeffrey Brownback, Eagle County Airport

### Energy Inventory Protocol

The Eagle County Energy Inventory quantifies total energy use, costs and carbon emissions by sector and by fuel and utility source, using 2014 as the baseline year.

The inventory's purpose is to understand how and where energy is used and emissions are generated. With this information in hand, each energy-using sector can identify opportunities to increase efficiency, reduce emissions and reduce costs.

This inventory complies with the U.S. Community Protocol for Accounting and Reporting of GHG Emissions (USCP). At least five emission-generating activities must be included for an inventory to be USCP compliant. This inventory surveys five activities: residential energy, commercial energy, vehicles, aviation and the landfill.

## Sources

### Chart 1

U.S. Energy Information Administration: Carbon emissions by state: [www.eia.gov/environment/emissions/state/analysis/](http://www.eia.gov/environment/emissions/state/analysis/)  
Colorado State Demographer's Office: Population and Household Estimates for Colorado Counties and Municipalities, 2014: [bit.ly/COCCountyMuniHousing2014](http://bit.ly/COCCountyMuniHousing2014)

### Charts 2 - 7

Eagle County Energy Inventory data gathered from Holy Cross Energy, Xcel Energy, SourceGas, Colorado Department of Transportation, Eagle County Airport  
Pitkin, Eagle and Garfield Waste Composition Study, 2009, LBA Associates, funded by U.S. Dept. of Agriculture

### Chart 7

In 2016, Black Hills Energy acquired SourceGas.

### Chart 8

Holy Cross Energy, 2014 CO2 Emissions Report

### Charts 9 - 10

Eagle County Energy Inventory data (usage and customer counts) gathered from Holy Cross Energy, Xcel Energy and SourceGas

### Chart 11

Colorado Department of Transportation: Vehicles Miles Traveled Statistics, Data provided by CDOT staff Andrew Hogle and Leo Livecchi.

### Chart 12

Vehicle miles traveled (VMT) data was combined with the Aspen VMT Model 2014 prepared by Charlier Associates (2015), the nearest regional data available, to estimate vehicle miles traveled per vehicle type, including cars, pickups, and medium and heavy trucks.

### Chart 13

U.S. Office of Transportation and Air Quality: Fast Facts: U.S. Transportation Sector Greenhouse Gas Emissions 1990-2013, EPA-420-F-15-032 October 2015: [bit.ly/fastfacts15032](http://bit.ly/fastfacts15032)

### Charts 14 - 18

U.S. Energy Information Administration: U.S. & Colorado energy comparisons: [bit.ly/EIA-US-Colo](http://bit.ly/EIA-US-Colo)  
Colorado State Demographer's Office: Population and Household Estimates for Colorado Counties and Municipalities, 2014: [bit.ly/COCCountyMuniHousing2014](http://bit.ly/COCCountyMuniHousing2014)

## Appendix D: Glossary of Key Terms

**Adaptation** – efforts by society or ecosystem to prepare for and adjust to future climate change (e.g., upgrading infrastructure to be prepared for climate change - induced changes in summer temperatures or annual rainfall)

**Climate** – the average weather over 30 years

**Climate Change** – a statistically significant variation in either the mean climate or in its variability (decade or longer) due to natural or anthropogenic causes

**Mitigation** – an effort to reduce or prevent impacts of greenhouse gas emissions (e.g., building more multi-modal trails to reduce vehicle use)

**Projection** – a model that describes the future of the climate based on trajectories and data

**Trend** – the trajectory of past climate over short- and long-term periods of time

**Resilience** – the capability to anticipate, prepare for, or recover from a complex, multi-hazard threat

**Weather** – the current and short-term way the atmosphere is behaving

## Appendix E: Literature Cited

CO Integrated Solid Waste and Materials Management Plan. 2016.

[www.colorado.gov/pacific/cdphe/integrated-solid-waste-management-plan](http://www.colorado.gov/pacific/cdphe/integrated-solid-waste-management-plan)

Doran and Zimmerman. 2009. Examining the scientific consensus on climate change Transactions of the American Geophysical Union.

Eagle County. 2016. Eagle County Energy Inventory for year 2014. Eagle County Government and Clean Energy Economy for the Region.

[http://www.eaglecounty.us/EnvHealth/Documents/General/Energy\\_Inventory/](http://www.eaglecounty.us/EnvHealth/Documents/General/Energy_Inventory/)

Energy Efficiency - Report: American Council for an Energy Efficient Economy. 2014. [www.aceee.org](http://www.aceee.org)

Gordon and Ojima. 2015. Colorado climate change vulnerability study: A report submitted to the Colorado Energy Office.

<http://www.colorado.edu/climate/co2015vulnerability/>

Intergovernmental Panel on Climate Change (IPCC). 2014. Fifth assessment report. <https://www.ipcc.ch/report/ar5/wg3/>

Lukas et al. 2014. Climate Change in Colorado: A Synthesis to Support Water Resources Management and Adaptation. A report for the CWCB. <http://cwcb.state.co.us/environment/climate-change>

NASA. 2016. <http://climate.nasa.gov/evidence/>

State of Colorado. 2015. Colorado Climate Plan. <http://cwcb.state.co.us/environment/climate-change>

State of Colorado Department of Local Affairs (DOLA). 2016. State Demography Office - Dashboard. Accessed 7/2016,

[https://dola.colorado.gov/demog\\_webapps/dashboard.jsf](https://dola.colorado.gov/demog_webapps/dashboard.jsf)



# CLIMATE ACTION PLAN FOR THE EAGLE COUNTY COMMUNITY





## TOWN COUNCIL REPORT

To: Honorable Mayor and Town Council  
From: Preston Neill, Executive Assistant to the Town Manager  
Date: December 13, 2016  
Topic: 2017 Regular Meeting Schedule

---

### OVERVIEW

Please find the proposed regular meeting dates below, which reflect the second and fourth Tuesdays of each month, unless otherwise noted. The Town Council meeting schedule includes special considerations for meeting dates, as follows:

- Suggested dates to cancel regular meetings include:
  1. February 28 – Mid-winter break
  2. April 26 – A review of the Eagle County School District’s school calendar reveals that school spring break falls during the 2<sup>nd</sup> week of April (10<sup>th</sup> through 14<sup>th</sup>)
  3. August 22 – Summer break
  4. November 28 – Thanksgiving break
  5. December 26 – Holiday break
  
- Two Council Retreat dates are recommended. The proposed dates include March 21<sup>st</sup> and June 20<sup>th</sup>. Setting quarterly retreats may be considered as you set the schedule.

Once the schedule has been confirmed, the dates will be posted to the town’s website and three posting locations.

### RECOMMENDED MOTION

“I move to approve the 2017 Avon Town Council Meeting Schedule as presented (with or without changes).”



2017 Avon Town Council Meeting  
 Recommended Schedule  
 2<sup>nd</sup> and 4<sup>th</sup> Tuesday unless otherwise noted

DATE	NOTES
January 10, 2017	
January 24, 2017	
February 14, 2017	Mid-winter Break 2/27 – 3/3
March 14, 2017	
March 21, 2016	Council Retreat – Noon to 5 p.m.
March 28, 2017	
April 25, 2017	Spring Break 4/10 – 4/14
May 9, 2017	
May 23, 2017	
June 13, 2017	
June 20, 2016	Council Retreat – Noon to 5 p.m.
June 27, 2017	
July 11, 2017	
July 25, 2017	
August 8, 2017	Summer Break 8/21 – 8/25
September 12, 2017	
September 26, 2017	
October 10, 2017	
October 24, 2017	
November 14, 2017	Thanksgiving Break 11/20 – 11/30
December 12, 2016	Holiday Break 12/20 – 01/02/2018



## TOWN COUNCIL REPORT

To: Honorable Mayor and Town Council  
From: Preston Neill, Executive Assistant to the Town Manager  
Date: December 13, 2016  
Topic: Appointments to Boards and Commissions

---

Please find attached a table showing the various boards, committees and commissions which require a Town representative to be appointed or offer a Town representative a liaison position. Eagle County's Mayor/Manager meeting group is not included as the representatives are the Mayor and Town Manager.

Appointments to the various organizations are made by motion and vote of the Council.

**TOWN OF AVON**  
**2017 BOARD, COMMITTEE, AUTHORITY AND OTHER AGENCY APPOINTMENTS**  
 December 13, 2016

AGENCY	DESCRIPTION	2016 COUNCIL & TOWN MANAGER ASSIGNMENTS - 2016 REPRESENTATIVE IS NOTED IN BOLD TYPE	2017 MEETING DATES
Upper Eagle Regional Water Authority	Town's voting representative on the six member board; responsible for all elements of delivering potable water to the Town	Appointment: Primary appointment must be an elected official. Alternate may be Town Manager (or designee) or citizen  Primary Representative: <b>SARAH SMITH HYMES</b> <hr/> Alternate: <b>BUZ REYNOLDS</b> <hr/>	Meets on 4th Thursday of the month  8:00 a.m. Eagle River Sanitation District Office in Vail
Eagle County Regional Transportation Authority & Eagle County Regional Trails (ECO)	A nine member board of elected officials from the incorporated towns was established to develop operating policy. This board has since been reduced to eight members who represent the towns of Red Cliff, Minturn, Vail, Avon, Eagle, Gypsum, Eagle County Government and Beaver Creek. The half-cent county sales tax is dedicated to funding regional transportation. One-tenth of this tax goes toward funding the regional trails system. Town's voting representative on Eagle County's Transit & Trails Advisory Board.	Appointment: Elected or staff  Primary Representative: <b>JAKE WOLF</b> <hr/> Alternate: <b>SARAH SMITH HYMES</b> <hr/>	TBD
Eaglebend, Kayak Crossing & Buffalo Ridge Housing Corporations	The management of the Corporation is accomplished through a Board of Directors (the "Board") which oversees administration, operations and maintenance of the Project. The board consists of 5 directors. The property is being managed by Polar Star Properties under an agreement with the Corporation. The present members of the Board are Gerald E. Flynn, Jeffery M. Spanel, Craig Ferraro and Megan Burch.	Appointment: Elected or Appointed Town Council also must approve other board member appointments when a vacancy occurs.  Appointment: <b>MEGAN BURCH</b> <hr/> Alternate: <b>VIRGINIA EGGER</b> <hr/>	TBD

AGENCY	DESCRIPTION	2016 COUNCIL & TOWN MANAGER ASSIGNMENTS - 2016 REPRESENTATIVE IS NOTED IN BOLD TYPE	2017 MEETING DATES
Public Access TV: Channel 5	Voting representative on the Board of the nonprofit organization that manages non commercial public, educational and governmental programming; receives Town's PEG fees from COMCAST	Appointment: Elected Appointment: <b>JAKE WOLF</b> Alternate: <b>SARAH SMITH HYMES</b>	January 13, 2016 - remainder of 2016 dates will be scheduled Meet once a quarter  4pm - 5:30 pm Channel 5 Studio
Colorado Municipal League Policy Committee	The CML Policy Committee is a standing committee that develops the League's legislative program. The membership is composed of representatives from each member municipality, CML sections, and district presidents.  Voting representative on policy matters before the State Legislature	Appointment: Elected or Town Manager  Primary Representative: <b>MATT GENNETT</b> Alternate: <b>JAKE WOLF</b>	Various dates 3 -4 times per year Meetings in Denver
Colorado Association of Ski Towns	CAST members use the power of the coalition to seek support for legislation that will benefit and sustain the mountain communities. We support actions that keep our communities livable, protect our pristine environment, and promote community-based land use, mass transit, affordable housing, and sustainable tourism. Our goal is to foster growth that will ensure an exceptional quality of life for citizens and a positive experience for visitors Voting representative on ski town consortium	Appointment: Elected, if desired Town Manager regulary attends; non-voting if an Elected Official is appointed  Primary Elected Representative: <b>JENNIE FANCHER</b> Alternate: <b>Has varied by interest</b>	January 20-21 Whistler, BC March 10 Denver, CO (Annual Legislative Meeting) June 23 Vail, CO (Annual Meeting & Reception held during CML Conference) August 25-26 Fraser, CO October 27-28 Pagosa Springs,CO (tentative)
I-70 Coalition	Voting representative from towns & counties along the I-70 corridor working to reduce I-70 vehicular congestion and improve safety. Also continues to evaluate proposed magnetic train(Guideway System)	Appointment: Elected or Town Manager  Appointment: <b>VIRGINIA EGGER</b>	Jan 14, Full Coalition Meeting, 1:00-3:00 - Silverthorne Library Feb 3, Board Meeting, 10-Noon, Frisco Town Hall March 2, Board Meeting, 10-Noon, Frisco Town Hall April 7, Full Coalition Meeting, 1:00-3:00, Silverthorne Library May 4, Board Meeting, 10-Noon, Frisco Town Hall June 1, Board Meeting, 10-Noon, Frisco Town Hall July 14, Full Coalition Meeting, 1:00-3:00, Location TBD Aug 3, Board Meeting, 10-Noon, Frisco Town Hall Sept 7, Board Meeting, 10-Noon, Frisco Town Hall

AGENCY	DESCRIPTION	2016 COUNCIL & TOWN MANAGER ASSIGNMENTS - 2016 REPRESENTATIVE IS NOTED IN BOLD TYPE	2017 MEETING DATES
VVP: 1. EGE Air Alliance	The EGE Air Alliance is a 501-c6 non-profit public-private partnership that provides the funding to make the Eagle County Regional Airport (EGE) a vital part of the Eagle County economy with a vibrant flight service program. Formed in 2002, the EGE Air Alliance partnership includes government entities and private business stakeholders in local towns within Eagle County. Serves as representative to discuss regional airport topics of concern.	Appointment: Elected or Town Manager Appointment: <b>VIRGINIA EGGER</b>	Next Meeting: 1st Monday of the month VVP Conference Room
VVP: 2. Economic Development Leadership Council serves under the umbrella of the Vail Valley Partnership  Vail Valley Economic Development Advisory Council Contact Names: Chris Romer	Economic Development Leadership Council: Serves as representative on the advisory board to the VVP governing board; assists with regional & local collaboration, research, and follow through on economic development initiatives. Vail Valley Economic Development Advisory Council: The Advisory Council is a resource and sounding board for the Partnership. The Advisory Council will provide advisement on issues at hand to ensure that local economic development activities undertaken by VVED are relevant to the needs of the business community and remain aligned to the core mission.	Primary Representative: Elected or Appointed Appointment: <b>JENNIE FANCHER</b> Alternate: <b>SCOTT PRINCE</b>	January 14, 2016 14, 2016 October 6, 2016 3:00-5:00 p.m.  April July 14, 2016 Time: Location: TBD
Vail Valley Mountain Bike Association	Regional committee focused on achieving IMBA Gold Designation. VVMB coordinates volunteer trail work, organizes events, trains volunteer trail construction crew leaders and contributes its talents, guidance and time to support local land managers in various soft surface trail initiatives.	Appointment: Elected or Appointed Appointment: <b>SCOTT PRINCE</b> Alternate: <b>MATT GENNETT</b>	TBD-New committee; various times; generally evenings
Eagle County Home Buyer Assistance Committee ("HBAC") Tori Franks: Eagle County (328-8775) Eagle County Housing & Development Department	The Eagle County Homebuyers Assistance Committee (HBAC) is a volunteer committee, who represents public and private entities throughout the valley. We are an advisory committee, to the Board of County Commissioners who, working closely with the Eagle County Housing Department, recommends policies regarding the Eagle County Home Buyers Assistance Programs and First Time Home Buyers Education Classes.	Appointment: Elected Appointment: <b>SCOTT PRINCE</b>	February 9, 2016 10, 2016 November 8, 2016 Home Store conference room in the Miller Ranch Community Center from 4:00 - 5:00 p.m.  May August 9, 2016 Valley

AGENCY	DESCRIPTION	2016 COUNCIL & TOWN MANAGER ASSIGNMENTS - 2016 REPRESENTATIVE IS NOTED IN BOLD TYPE	2017 MEETING DATES
Traer Creek Liaisons	Join the Town Manager in bi-weekly meetings to stay informed & updated on development topics	Appointment: Elected or Appointed  Appointment: <b>JENNIE FANCHER</b> _____  Appointment: <b>MATT GENNETT</b> _____ _____	Two appointees Meeting dates determined by the Attendees
Hoffmann Commercial Real Estate Liaisons	Join the Town Manager in bi-weekly meetings to stay informed & updated on development topics	Appointment: Elected or Appointed  Appointment: <b>JENNIE FANCHER</b> _____  Appointment: <b>SARAH SMITH HYMES</b> _____ _____	Two Appointees Meeting dates determined by the Attendees





## TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council

From: Scott Wright, Asst. Town Manager

Date: December 13, 2016

Agenda Topic: 2016 Audit Engagement Letter

---

### **Action Before the Council**

An engagement letter with McMahan and Associates for the 2016 calendar year audit is included in the Town's consent agenda.

### **Summary**

The engagement letter is in the standard form recommended by the AICPA for local government engagements. The 2016 audit will be billed to the Town based on actual hours spent at standard rates with a fee not to exceed \$20,480, plus an additional \$3,100 for the Single Audit that will be required due to the receipt of more than \$750,000 in federal grant funding.

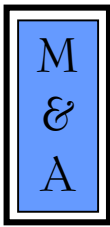
In 2015, with the assistance of Councilors Scott Prince and Megan Burch, an RFP was issued for auditing services. The Town received 3 proposals. Based on the scores from the Audit Proposal Evaluation Matrix and discussion, the unanimous selection was McMahan and Associates. The proposal, provided for a three year fee commitment along with an option to renew the engagement for an additional two years. The fee above corresponds to the fees quoted in the proposal.

### **Staff Recommendation**

Staff recommends approval of the 2016 Audit Engagement Letter with McMahan and Associates through approval of the Consent Agenda.

### **Exhibits and Attachments:**

A – 2016 Audit Engagement Letter



# MCMAHAN AND ASSOCIATES, L.L.C.

*Certified Public Accountants and Consultants*

CHAPEL SQUARE, BLDG C  
245 CHAPEL PLACE, SUITE 300  
P.O. Box 5850, Avon, CO 81620

WEB SITE: [WWW.MCMAHANCPA.COM](http://WWW.MCMAHANCPA.COM)  
MAIN OFFICE: (970) 845-8800  
FACSIMILE: (970) 845-8108  
E-MAIL: [MCMAHAN@MCMAHANCPA.COM](mailto:MCMAHAN@MCMAHANCPA.COM)

November 2, 2016

**Town of Avon, Colorado  
P.O. Box 975  
Avon, CO 81620**

We are pleased to confirm our understanding of the services we are to provide Town of Avon, Colorado for the year ended December 31, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Town of Avon, Colorado as of and for the year ended December 31, 2016.

In addition, we will audit the entity's compliance over major federal award programs for the year ended December 31, 2016. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement Town of Avon, Colorado's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Avon, Colorado's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

We have also been engaged to report on RSI other than MD&A and supplementary information other than RSI that accompanies Town of Avon, Colorado's financial statements. We will subject the following RSI and supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

*Member: American Institute of Certified Public Accountants*

PAUL J. BACKES, CPA, CGMA  
MICHAEL N. JENKINS, CA, CPA, CGMA  
DANIEL R. CUDAHY, CPA, CGMA

AVON: (970) 845-8800  
ASPEN: (970) 544-3996  
FRISCO: (970) 668-3481

We intend to provide an opinion on the following RSI and supplementary information in relation to the financial statements as a whole:

- 1) Budgetary schedules for the General Fund and major special revenue funds
- 2) Budget schedules for all other funds
- 3) Combining statements
- 4) Local Highway Finance Report
- 5) Debt Schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- 1) Introductory information
- 2) Statistical information

#### **Schedule of Expenditures of Federal Awards**

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

#### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

## **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will issue a written report upon completion of our audit of Town of Avon, Colorado's basic financial statements. Our report will be addressed to the governing body of Town of Avon, Colorado. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

## **Audit of Major Program Compliance**

Our audit of Town of Avon, Colorado's major federal award program compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

### **Audit of Major Program Compliance (continued)**

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management Responsibilities**

Management is responsible for:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal awards expended during the year ended December 31, 2016 including federal awards and funding increments.
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
8. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
9. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
10. For submitting the reporting package and data collection form to the appropriate parties;
11. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;

### **Management Responsibilities (continued)**

12. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
13. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
14. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.
15. For informing us about all known or suspected fraud or illegal acts affecting Town of Avon, Colorado involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements.
16. For informing us of your knowledge of any allegations of fraud or suspected fraud affecting Town of Avon, Colorado received in communications from employees, former employees, grantors, regulators, or others.
17. For informing us of any changes to the methods of measurement or presentation from those used in the prior period and the reasons for such changes

With regard to the supplementary information, including the schedule of expenditures of federal awards, referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

### **Engagement Administration, Fees, and Other**

The audit documentation for this engagement is the property of McMahan & Associates, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to Town of Avon, Colorado's cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of McMahan & Associates, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by Town of Avon, Colorado. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party or parties contesting the audit finding for guidance prior to destroying the audit documentation.

Paul J. Backes, C.P.A. is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Additional firm personnel will be assigned to the engagement as considered necessary. We will begin our audit and issue our reports on a mutually agreed-upon date.

At the conclusion of our audit engagement, we will communicate to the Governing Board the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

**Engagement Administration, Fees, and Other (continued)**

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$20,480 for 2016 and \$21,300 for 2017. If a single audit is required, the additional audit fee will not exceed \$3,100. Upon mutual agreement, the engagement may be extended for two additional years beyond 2017, with a fee increase not to exceed the Denver-Boulder-Greeley Consumer Price Index. Our fee will include all related compliance with OMB Circular A-133 and the related data submission. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. We want the Town to feel that the value of services provided by our firm is commensurate with the fee charged.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our latest available peer review report accompanies this letter.

We appreciate the opportunity to be of service to Town of Avon, Colorado and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Sincerely,  
**McMAHAN and ASSOCIATES, L.L.C.**

*McMahan and Associates, L.L.C.*

---

**RESPONSE:**

This letter correctly sets forth the understanding of Town of Avon, Colorado with respect to services to be provided by McMahan and Associates, L.L.C.

**Town of Avon, Colorado**

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





## TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council  
From: Justin Hildreth, Town Engineer  
Meeting Date: December 13, 2016  
Agenda Topic: APPROVAL TO APPROPRIATE FUNDS TO REPAIR AVON REGIONAL TRANSIT FACILITY GARAGE DOORS AND HVAC REPAIRS FROM THE 2016 GENERAL FUND CONTINGENCY LINE ITEM

---

### **ACTION BEFORE COUNCIL**

To transfer \$16,582 from the General Contingency budget to the Buildings and Facilities budget to complete repairs to the Avon Regional Transit Facility (ARTF) garage doors and heating, ventilation and air condition (HVAC) system.

### **PROPOSED MOTION**

I move to approve to transfer \$16,582 from the 2016 General Contingency line item to the 2016 General Fund Buildings and Facilities budget for the completion of repairs to the ARTF garage doors and HVAC system.

### **DISCUSSION**

There have been two unbudgeted repairs to the ARTF that are being requested to be paid out of the General Fund Contingency line item. First, the cable that operates the garage doors snapped and the doors crashed to the ground. Of the 11 doors at ARTF, four are of similar design and may potentially fail again. Staff recommends that the doors be repaired and emergency brakes be installed on the four doors that pose the potential safety risk. The repairs and safety brakes cost \$5,750. Second, there were unforeseen repairs to the HVAC system over the summer including several to the air conditioning system for the office spaces. These were considered emergency repairs and the total cost of these repairs was \$10,832.

### **BUDGET**

The 2016 General Fund Contingency line item has a balance of \$99,000. After the transfer of \$16,582 to the Buildings and Facilities budget there will be a balance of \$82,418.



## TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council  
From: Justin Hildreth, Town Engineer  
Eric Heil, Town Attorney  
Meeting Date: December 13, 2016  
Agenda Topic: Resolution No. 16-31, Approving the Deed of Easement for Xcel Energy

---

### **ACTION BEFORE COUNCIL**

Review and approve Resolution No. 16-31, approving a Deed of Easement for Xcel Energy to extend the gas main from the northwest corner of the Season's building along Mikeala Way to the New Town Hall.

### **PROPOSED MOTION**

I move to approve Resolution No. 16-33, approving the Deed of Easement for Xcel Energy.

### **DISCUSSION**

The Town recently purchased the Sheraton Mountain Vista office building with the intent of moving Town Hall into the building. The building was previously served with natural gas through the Sheraton Mountain Vista development. Since the building is under new ownership, a new gas service had to be installed to the building. The gas main was extended by Xcel Energy from the northwest corner of the Season's building along Mikeala Way to the northside of the building. This easement allows for the right to access the property, repair, operate and maintain the gas facilities.

### **ATTACHMENTS:**

Resolution No. 16-31  
Exhibit A: Deed of Easement for Xcel Energy



**RESOLUTION NO. 16-31  
APPROVING THE DEED OF EASEMENT FOR XCEL ENERGY**

**WHEREAS**, the Avon Town Council has determined that natural gas service to Lot 4, Mountain Vista Subdivision, Avon, Colorado will benefit this property owned by the Town of Avon; and,

**WHEREAS**, the Town Council finds that approval of the attached Deed of Easement will promote the health, safety, prosperity, convenience and general welfare of the Avon community.

**NOW THEREFORE**, the Avon Town Council, hereby **RESOLVES** to approve the attached Deed of Easement.

**ADOPTED DECEMBER 13, 2016 by the AVON TOWN COUNCIL**

**By:** \_\_\_\_\_  
**Jennie Fancher, Mayor**

**Attest:** \_\_\_\_\_  
**Debbie Hoppe, Town Clerk**

## DEED OF EASEMENT

**THIS DEED OF EASEMENT (“Easement Deed”)** is made on \_\_\_\_\_, 2016 between the Town of Avon, a Colorado home rule municipal corporation (“**Grantor**” or “**Town**”), whose address is P.O. Box 975, Avon, Colorado 81620 and Public Service Company doing business as Xcel Energy, whose address is PO Box 1819, Silverthorne, CO 80498 (“**Grantee**”).

### 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 Grantee to Town, the receipt and adequacy of which is hereby acknowledged, the Town hereby grants, sells and conveys to Grantee, its successors and assigns, a non-exclusive perpetual easement and right-of-way (“**Easement**”) to install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time, a natural gas line, including all underground, surface and streetscape appurtenances thereto, as described in the Easement across those certain lands which are situate in the Town of Avon, State of Colorado, such lands and easement area being described more fully on **EXHIBIT A** attached hereto and by this reference made a part hereof.
- 2.** Town reserves the right to use the Easement area for purposes which will not interfere with Grantee’s full enjoyment of the rights hereby granted. The parties further agree that the Town’s use of the Easement area shall be subject to the following restrictions and conditions:

  - (a)** Town shall not erect or construct any building or other 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 area without obtaining the specific written permission of the Grantee, which permission shall not be unreasonably withheld, conditioned or delayed.
  - (b)** Town 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 area without obtaining the specific written permission of the Grantee, which permission shall not be unreasonably withheld, conditioned or delayed.
  - (c)** Grantee agrees to defend and hold harmless the Town for any damages or claims arising from Grantee’s activities within the Easement area.
- 3.** Grantee agrees that plans for construction of any improvements within the area of the Easement will be provided to Town prior to commencement of construction. Grantee agrees to hold Town harmless from any damages caused by negligent acts of the Grantee during construction, operation and maintenance improvements, and for any damages or claims arising from Grantee’s activities within the Easement area. Except as otherwise provided herein, nothing in this Easement 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.

4. Grantee, its employees, agents, contractors and representatives, shall be prohibited from taking any action or omission that subjects the Easement area to liens of any kind, including, but not limited to, construction, mechanic's or materialmen's liens (collectively, "Liens"). In the event the Easement area or the balance of Town's property becomes subject to any such Liens directly or indirectly through the action or inaction of the Grantee, its employees, agents, contractors, or representatives, the Grantee 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 Town to pursue all of its rights and remedies under this Easement Deed, at law, or equity.

5. The Grantee shall insure the Easement area and include the same in its commercial general liability policies, which policies shall be maintained in commercially reasonable amounts. Town shall be named as an additional insured and Grantee shall deliver to Town the certificate of insurance naming Grantee as an additional insured not less frequently than annually.

6. The parties agree that neither party has made or authorized any agreement with respect to this Easement 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.

7. 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.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*



**EXHIBIT "A"**







## TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council  
From: Virginia C. Egger, Town Manager  
Meeting Date: December 13, 2016  
Agenda Topic: APPROVAL OF FUNDING REQUEST FOR THE ADOPT-A-TRAIL PROGRAM  
FROM THE 2017 GENERAL FUND CONTINGENCY LINE ITEM

---

### Council Action

I move to approve \$5,000 for the Adopt-A-Trail Program from the 2017 General Fund Contingency Line item, with the following conditions:

- All volunteer trail work on trails approved in the *Town of Avon – Eagle Valley Land Trust Management Plan*, dated December 29, 2014, (*Management Plan*) will be approved prior to activity by the Avon Public Works Director.
- All volunteers will sign a *Town of Avon Liability Work Release* form prior to any work or mobilization.
- Prior to any “old trail” work, including closure, restoration or remediation into a sustainable trail, the Town of Avon’s Planning Director shall be notified and any approvals, which may be needed by the Eagle Valley Land Trust under the *Management Plan*, will be applied for and obtained by the Town of Avon.
- Volunteer groups will be trained in best practices to assist in the maintenance of the trails, as required by the *Management Plan* and educational programming, including maintenance and restoration workshops are encouraged. The Town will rely on the USFS Seasonal Ranger VVMBA, and/or other qualified entity to provide the training and coordination with Avon Public Works Director.
- The use of machinery or heavy equipment will require prior approval by the Director of Public Works.
- Future requests for funding be made through the Town of Avon Community Grants application process

### Summary

Please find provided with this Council Report, Attachments 1 & 2, which were received by Mayor Jennie Fancher. Attachment 1 is a request being made by Mr. Lee Rimel, on behalf of the Vail Valley Mountain Bike Association, for Town participation in the Adopt-A-Trail program, at a funding level of \$5,000. The Town provided a \$250.00 contribution last year. All contributors for the 2016 program are listed in Attachment 2.

The program is being expanded in 2017, to include trails outside of the Forest Service lands. This exciting advancement will allow West Avon Preserve trails to be adopted and maintained, with volunteers, under the AAT program. Especially appealing is that AAT provides 1) crew leader and volunteer training, 2) supervision during trail work, and 3) on site supervision during all volunteer work. It is, in staff’s view, the expansion of the program which justifies the \$5,000 contribution.

The requested funding supports the following budget. Other contributors are expected to come from other political jurisdictions and private individuals or businesses.

SEASONAL RANGER	\$23,516
ATT COORDINATOR	\$19,821
SUPPLIES	\$2,199
	<hr/>
	\$45,536

Staff Recommendation

Town staff recommends approval of the funding request of \$5,000. Since the West Avon Preserve Trails were constructed, it has been the responsibility of the Avon Public Works Department to maintain the trails. Bi-weekly assessments are made of the trails and maintenance provided, as needed. Trails such as Lee’s Way, which may require machine maintenance, are funded through the General Fund. The addition of the volunteer and training resources of the AAT program is seen as a successful approach to maintaining a community trail program and, if implemented, as proposed, will reduce Town maintenance expenditures and expand the investment of volunteers into these community trails. Of special interest, is the opportunity to begin restoration and closure of “old trails”.

The *Town of Avon – Eagle Valley Land Trust Management Plan* directs trail building and maintenance programs within the West Avon Preserve. As a result, we have a valued relationship with EVLT and all work must comply with those agreements prior to work commencing. A series of recommendations, as conditions to the funding, are recommended to ensure *Management Plan* compliance is met.

A final recommendation is made to include the VVMBBA future requests into the Community Grant process, which has been established by Town Council to review requests, such as these, in unison with all other community funding appeals on an annual basis.

Review of Council Report by Interested Persons

Town staff shared the report as written above with Mr. Lee Rimel for review and comment prior to placement into the Council packet. Lee shared the report with other interested persons working on the AAT program. He emailed me after their review that the report and conditions are “a go”, as developed.

ATTACHMENTS

- Attachment 1 AAT Funding Request Letter
- Attachment 2 AAT Funding Report

## ATTACHMENT 1

December 2, 2016

Lee Rimel  
Adopt-A-Trail  
c/o Vail Valley Mountain Bike Association (VVMBA)  
9 Stillwater  
Edwards, CO 81632

Adopt-A-Trail Funding

Jennie Fancher, Mayor  
Town of Avon

Dear Jennie:

I send this letter requesting that Avon participate in our 2017 Adopt-A-Trail (AAT) program. Our AAT team met with the Forest Service Wednesday 11/30/16 to review our 2017 plans including budget, funding and adding new trails to the 29 adopted and maintained this year. The Forest Service has agreed to expand the program to non-system trails therefore West Avon Preserve trails can be adopted and maintained under the AAT program.

AAT provides trail crew leader training, volunteer training and supervision of volunteer crews when working on a trail. The Forest Service leads a one-day class providing volunteers with safety training; tool use and basic trail maintenance skills. ATT also brings Volunteers Outdoor Colorado's [www.voc.org](http://www.voc.org) Leadership & Training program to our community for a one-day class, half classroom, half working on a trail. Since 1986, Volunteers for Outdoor Colorado (VOC) has been a leading source of training programs that prepare people to be outdoor stewardship leaders.

We believe the West Avon Preserve fits ideally into the AAT program. It involves citizens in maintaining, upgrading and restoring neighborhood trails. In my email to you I encouraged Casey & Cody Wyse, under AAT, adopt Wyse Way. Additionally, we believe there is potential that Avon residents will want to adopt additional trails, predominately those used by hikers, runners and dog walkers. There are old trails no longer used that require restoration and re-vegetation. These have turned into gullies with water rushing down in rainstorms. Those in need include the old Wild West Ridge trail where it comes off of O'Neal Spur and the old Saddleridge Trail where it continues down the ridgeline. Eagle Valley Land Trust wants these restored. These, and others, were agreed to be restored/re-vegetated when the WAP trail system was approved. Volunteers under the AAT program & training can do this work in 2017.

Some of WAP Trails require annual professional maintenance, including hand and machine care. These are the trails most heavily used by mountain bikers. They include PB & J, Wild West Ridge and Lee's Way Down. ***This work hopefully has been completed for 2016 so that the dirt has time to set up over the winter.***

Should the Town of Avon wish to participate in AAT we would like you to consider making a donation to the program. AAT is community funded through citizen, metro district and government donations. We encourage Avon to consider a \$5000.00 donation to the Adopt-A-Trail program. This funding is used to pay for a Seasonal Forest Service Ranger, the Eagle County Adopt A Trail Coordinator, supplies and tools. Because we are adding trails we are considering the possibility of a 2nd Seasonal Ranger who would spend about half their time with the AAT Team. We may have one & a half Seasonal Rangers if needed to work with our volunteers. Our budget for 2017 is \$45,536.00: \$23,516 for the Seasonal Ranger, \$19,821 for the ATT Coordinator and the balance for supplies. The Forest Service Seasonal Ranger is an important component because they provide on the ground supervision and guidance every time an ATT volunteer crew is working on a trail. They inspect the trails, determine the work required and make recommendations for trail improvements.

Should you wish one of us would attend your 12/13/16 meeting to answer questions? I am available and will put on my calendar just in case you choose. What would be the time of the meeting?

We have a Power Point Presentation that reviews the 2016 AAT season with photos and statistics. We can present this at a meeting or better, in the interest of saving time; just email it to you for you to distribute to Town Staff and Council members. I will send it as an attachment to the email I send this letter with.

We use VVMBA as our conduit for funding because they are a 501(c) 3 non-profit. Donations by citizens, which are an important source of our funding, are tax deductible. AAT believes it is important for our locals to participate in funding and caring for the recreational trails we all enjoy while hiking, dog walking, running, biking, snow-shoeing and cross country skiing, all activities citizens enjoy in WAP.

Please include us on your 12/13/16 agenda.

Sincerely

Lee Rimel

**ATTACHMENT 2**  
**VVMBAADOPT A TRAIL**

# 2016 YEAR END PROGRAM REPORT

## ADOPTED TRAIL LIST 30 TRAILS!

Berry Creek	KIND Bikes and Skis
Booth Lake	Vail Mountain School VMS
Brown's Loop	Shaeffer Hyde Construction
Buck Creek	Walking Mtns
Buffehr Creek	Pedal Power
Colorado Trail - Kokomo Pass to TN Pass	Colo Trail Foundation
Cougar Ridge	The Bunkhouse
Cross Creek - TH to 1st Bridge	Crosstraining Fitness of Vail
Deluge	Friends of Eagle's Nest Wilderness
EagleVail Trail	EagleVail Community
East Lake Creek - TH to Boot Lake	Vail Club 50
Fulford Cave	Marriot Streamside
Game Creek	Town of Minturn
Gore Creek - TH to Gore Lake Jct	Eagle River Water and Sanitation Dist.
Grouse Lake	Michael Dunahay and Associates
Knob Hill	Singletree POA
Lost Lake	Venture Sports
Meadow Mtn Tie Thru	Alpine Bank
Mesquite	Singletree Community
North Trail - Trappers Run TH to Davos	Vail Police Department
North Trail - Davos to Buffehr Creek	East West Partners
North Trail - Buffehr Ck to Red Sandstone	Vail Recreation District VRD
North Trail - Red Sandstone to Middle Ck	Town of Vail
Sawmill	Hardscrabble Trails Coalition
Son of Middle Creek	RA Nelson
Squaw Creek	Wells Fargo
Stag Gulch	Edwards Rotary Club
Stone Creek / Paulie's Plunge	AXIS Sports Medicine
Two Elk - I70-Two Elk Pass	Moontime Cyclery
Two Elk - West TH from Minturn	Slifer Smith & Frampton



**ADOPT A TRAIL**  
EAGLE COUNTY



**VVMBAA**  
Vail Valley Mountain Bike Association

**TRAILS CONNECT OUR PEOPLE AND OUR COMMUNITIES. COMMIT TO SUPPORT 2017 ADOPT A TRAIL TODAY!**

# VVMB ADOPT A TRAIL

## 2016 YEAR END PROGRAM REPORT

### CONTRIBUTORS

#### DOUBLE PLATINUM \$10,000

Susan and Harry Frampton

#### PLATINUM \$5,000

EagleVail Metro District

Vail Recreation District

Slifer, Smith & Frampton Foundation

Bachelor Gulch Metro District

Singletree Community

John Shipp / Dusty Boot

#### GOLD \$2500-\$5,000

Crave Community Company

#### SILVER \$1000-\$2,500

Vail Valley Foundation

Lee Rimel

East West Destination Hospitality

Vail Mountain School

Sonnenalp Hotel

Westin Riverfront Resort

Garfinkel's Restaurant

RA Nelson

East West Partners

Alpine Bank

Jamie and Andy Gunion

#### BRONZE \$500-\$999

Anonymous

Moontime Cyclery

Momentum Trail Concepts

The KIND Bikes and Skis

Mark Luzar

Eagle Ranch Association

Double Diamond Real Estate

Vail Summit Orthopaedics

Edwards Station

#### SINGLETRACK SAVIORS \$100-\$499

Annie & Chris Gunion

Tom Dosch

Town of Avon

Shearon Gleason

William Watt

Larry & Jean Peterson

Charlie Dolan

Linn Brooks

Steve Pensrose

Jamie & Kelly Malin

Brett Goldstein

Beth & Derek Pappas

Brian White

Fritz Bratschie

Edward Green

Maria McEvoy

Robin Wagner

Paul Golden

Richard Karlson

Ellen Miller

Rob Levine

Mountain Bike Eagle

Scott Prince

Kent Kriehn

Steve Sheldon

Scott & Amy Rogers

Dick Patriacca

Eric Ross

#### SHARING THE LOVE \$20-\$99

Brian & Liana Brodeli

Kat & Guy Sedillo

Julie Peterson

Jen & Jim Mason

Marie-Christine Carel

Mark Strickland

Sylvan Ellefson

JP Mulholland

Brendan Caffrey

970 Design

Aaron & Kate Den Bleyker

Jamie & John Stone

Patrick Murphy

David Shaw

Dave Ozog

Paul Gerhardt

Abby Dixon

Hap Young

Carol Mulikin

Alice Boone

Jared Barnes

Michelle Wolffe

Cody Wyse

Casey Wyse

Ernest Saeger

Peter Suneson

Charles Bailey

Ken Harper

Dan Anderson

Gretchen Swanson

Eileen Sordi

Zach Smith

# VVMBA ADOPT A TRAIL

## 2016 YEAR END PROGRAM REPORT

Eagle County's Adopt A Trail Program is a cooperative partnership between the Vail Valley Mountain Bike Association and the White River National Forest. Adopt A Trail (AAT) is made possible by the generous funding commitments of local governments, businesses, and individuals.

Volunteer adopter groups donate their personal time and effort to keep our region's trails in top shape so they can continue providing the high quality experience that underpins this valley's outdoor recreation lifestyle and economy. AAT participants walk away with stronger connections to their community and an increased sense of ownership for their own backyards.

### THIS YEAR BY THE NUMBERS

1257	TOTAL VOLUNTEER HOURS
402	INDIVIDUAL VOLUNTEERS
30	TRAILS ADOPTED
86	MILES OF CORRIDOR CLEARED
88	TREES REMOVED
134	LBS OF TRASH PICKED UP
498	TREAD DRAINS CLEARED
192	FEET OF TREAD RESTORED

**Jeff Thompson** of the White River National Forest worked closely with Eagle County AAT Coordinator **Michelle Wolfe** to make the inaugural year a smashing success. This public-private partnership to manage and maintain soft surface trails will set the template for many successes to come.

### ADOPT A TRAIL 2016 FUNDING

\$ 60,000	TOTAL RAISED FOR OPERATION AND STAFF
\$ 20,000	COMMITTED FROM LOCAL METROPOLITAN DISTRICTS AND NEIGHBORHOOD ASSOCIATIONS
90	INDIVIDUAL DONORS, INCLUDING GOVERNMENTS, BUSINESSES AND CITIZENS

**TRAILS CONNECT OUR PEOPLE AND OUR COMMUNITIES. COMMIT TO SUPPORT 2017 ADOPT A TRAIL TODAY!**





## TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council  
From: Preston Neill, Executive Assistant to the Town Manager  
Date: December 13, 2016  
Agenda Topic: Action to Appoint Members to the Historic Preservation Committee

---

### **ACTION BEFORE COUNCIL:**

Council is asked to appoint members to the Historic Preservation Committee.

### **PROPOSED MOTION:**

“I move to appoint Elizabeth Dijulio, Kathy Heicher and Tamra Nottingham Underwood to the Ad Hoc Historic Preservation Committee.”

### **SUMMARY:**

On July 26, 2016, Council approved the formation of an Ad Hoc Historic Preservation Committee. The Town solicited letters of interest from members of the community. The following three (3) individuals submitted a letter of interest to Mayor Jennie Fancher and are seeking appointment to the Committee:

- Elizabeth Dijulio
- Kathy Heicher
- Tamra Nottingham Underwood

The purpose of the Committee will be to protect and enhance the Town's welfare and economy through the preservation of historical attractions for local residents, tourists and visitors to the Town, expand public awareness, appreciation and knowledge of the Town's unique local history, and foster widespread appreciation of and respect for Avon's historic and cultural heritage.

### **ATTACHMENTS:**

1. Letter of Interest – Elizabeth Dijulio
2. Letter of Interest – Kathy Heicher
3. Letter of Interest – Tamra Nottingham Underwood



ELIZABETH DIJULIO  
PO Box 9391 (mailing)  
5033 Eaglebend Drive (physical)  
Avon, Colorado 81620  
[edijulio@yahoo.com](mailto:edijulio@yahoo.com)  
970-977-7213

September 29, 2016  
Mayor Jennie Francher  
c/o Debbie Hoppe, Town Clerk  
[dhoppe@avon.org](mailto:dhoppe@avon.org)  
PO Box 975  
Avon, CO 81620

Madam Mayor,

I am writing this letter to express my interest in seeking appointment to Avon's Historic Preservation Committee. I am very enthusiastic at the thought that Avon's reputation, welfare and reputation can be improved through the preservation of its historical sites. I have lived in the valley for 25 years and I realize our town has an individual and unique character and a history that the general public is not aware of.

I would like to be part of the team that helps to educate, enhance and bring the knowledge to our populace that Avon has a rich and important historical past.

There are several issues that stick out in my mind but one of the most pressing issues is the future of the Hahnwald Barn. That piece of our history is a gem that I'm sure many hold dear. I think that future should be addressed immediately.

Other issues may be less pressing but very interesting ... to make Avon not just a four roundabout road to get to Beaver Creek and various shops, but to impress upon both residents and guests that our town is a jewel and a part of Colorado's rich and vibrant history relating to the Wild Wild West!

Thank you for considering my interest in being appointed to Avon's Historic Preservation Advisory Committee.

Thank you and sincerely,  
Elizabeth DiJulio

Elizabeth



P.O. Box 192  
Eagle, Colorado 81631  
ECHS@eaglecountyhistoricalsociety.com

Sept. 28, 2016

Mayor Jennie Fancher  
c/o Debbie Hoppe, Town Clerk  
[dhoppe@avon.org](mailto:dhoppe@avon.org)  
PO Box 975  
Avon, CO 81620

Jennie,

The Eagle County Historical Society is interested in representation on the town of Avon's new Historic Preservation Advisory Committee. We believe a representative from the ECHS could add some perspective on the role that pioneers and historic structures played in shaping the community that exists today. One of our organization's goals is to develop more of an up-valley presence, and we feel the advisory committee is the perfect opportunity.

What we would like to propose is that the Historical Society be given a "slot" on your committee. Because many of our Board members either work or travel a lot, we would probably need to rotate their participation based on availability. The likely representatives would be either myself, local history author Laura Thompson, or possibly other member of our board.

Sadly, many residents and visitors to Eagle County today have no sense of the historical context of the Avon/Beaver Creek area. They assume it was always a ski resort community. In reality, Avon has a rich history that dates to the arrival of the Nottingham family in the 1880s. The community had a railroad depot that was an important shipping point for ranchers. During the 1920s and 1930s, Avon was the site of the "College Farm," an experimental agricultural operation run by Colorado A&M College (now Colorado State University) in order to teach better growing techniques for high altitude farmers. Avon was a farming community from the 1880s to the mid-1970s.

We are pleased that the town has identified preservation of the town's history as a priority.

Sincerely,  
Kathy Heicher  
President – Eagle County Historical Society  
[kheicher@gmail.com](mailto:kheicher@gmail.com)

TAMRA NOTTINGHAM UNDERWOOD

PO Box 1661 (mailing)

1990 Hurd Lane (physical)

underwoodavon@comcast.net (email)

Avon, Colorado 81620

970.390.4198

September 27, 2016

Mayor Jennie Fancher  
c/o Debbie Hoppe, Town Clerk  
dhoppe@avon.org  
P.O. Box 975  
Avon, Colorado 81620

Madam Mayor:

Thank you for the Town of Avon re-invigorating its “official” interest in historic preservation by creating the new Historic Preservation Advisory Committee. **Please consider this my letter of interest seeking appointment to Avon’s Historic Preservation Advisory Committee.** I very much would like to serve on the advisory committee.

I agree that Avon’s welfare and economy can be protected and enhanced through preservation of its historical sites and through expansion of public awareness, appreciation and knowledge of Avon’s unique local history. I would like to help foster widespread appreciation of and respect for Avon’s historic and cultural heritage.

Avon’s history is a unique feature of our town giving us special character that no one else has. As an example, I was really fascinated by Tatanka Historical Associates’ most recent report about the Hahnewald Barn. That historic structure is a treasure and positive and productive action needs to be taken to get it off the water and sanitation district’s plant site as soon as possible. Can it be done? Where should it go? Can it be re-purposed and as what? These are all questions I would like to work on answering, and submitting information and advice to the town’s elected leaders.

Of course there are other historic preservation-related projects from which our town would benefit too. For one, I would love for Avon’s history to enhance the town’s “walkability” through interpretive signs and historic photos and information placed at different sites across our town. I think guests and residents alike would be enriched.

Thank you for considering my appointment to Avon’s Historic Preservation Advisory Committee. Please let me know if you have any questions.

Thank you,



Tamra N. Underwood



## TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Town Council  
From: Greg Daly, Chief of Police  
Date: December 13, 2016  
Agenda Topic: Intergovernmental Agreement between the County Of Eagle and the Town Of Avon for the provision of Animal Services (Renewal)

---

### **ACTION BEFORE COUNCIL**

Action on Intergovernmental Agreement (IGA) between the County Of Eagle and the Town Of Avon for the Provision of Animal Services

### **RECOMMENDED MOTION**

“I move to approve the Intergovernmental Agreement between the County Of Eagle and the Town of Avon for the provision of Animal Services”

### **SUMMARY**

The Chief of Police, Greg Daly with the Avon Police Department is recommending approval of the Intergovernmental Agreement between the County Of Eagle and the Town of Avon for the provision of Animal Services.

### **BACKGROUND**

This IGA is the annual renewal of the current services agreement between Eagle County Animal Services (ECAS) and the Town of Avon. ECAS administers and enforces Title 6 of the Avon Municipal Code and is considered the Animal Control Officer of the Town. In addition, ECAS provides shelter for lost or abandoned domestic animals.

### **FINANCIAL IMPLCIATIONS**

This IGA increases the monthly service payment for General Animal Services from \$800 to \$825, a 3.125% increase. Additionally, the County shall bill the Town for On-Call Emergency Services the rate of \$100.00 per call in the case of a call-out after business hours.

### **ATTACHMENTS**

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE COUNTY OF EAGLE, STATE OF COLORADO  
AND THE TOWN OF AVON  
FOR THE PROVISION OF ANIMAL SERVICES**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the County of Eagle, State of Colorado, a body corporate and politic (the "County") and the Town of Avon, a home rule municipal corporation (the "Town").

**WITNESSETH**

WHEREAS, the Town desires to contract with the County for the performance of the hereinafter described Services on the terms and conditions hereinafter set forth; and

WHEREAS, the County agrees to perform such Services on the terms and conditions hereinafter set forth; and

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

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree hereby as follows:

**SECTION 1. TERRITORY COVERED.**

The Services described herein will be provided within the municipal boundaries of the Town of Avon.

**SECTION 2. DEFINITIONS.**

***Emergency Call*** is defined as a situation involving life safety for a person or pet animal which cannot be defused by local law enforcement.

***Emergency On-Call Service*** is defined as any Emergency Call received by the County for which Animal Services assistance is required and no Animal Services Officer is on duty to respond.

***Shelter*** means the Eagle County Animal Shelter located at 1400 Fairgrounds Road, Eagle, Colorado, and any other shelter facility operated or designated by County.

***Unclaimed Day*** is defined as a calendar day or any part thereof during which an unclaimed animal is confined in Shelter on behalf of the Town.

### SECTION 3. SCOPE OF SERVICES.

The County agrees to provide General Animal Services and Emergency On-Call Service (collectively, the “Services”) within the Town of Avon as follows:

A. General Animal Services shall include:

- i. Administration and enforcement of Title 6 of the Town of Avon Municipal Code presently in effect and as may be subsequently amended to apply for the control and licensing of animals within the Town boundaries. Eagle County Animal Services shall be considered the Animal Control Officer of the Town as defined by Section 6.04.020 of the Town of Avon Municipal Code.
- ii. The County shall provide the Town with monthly reports and an annual report of services provided pursuant to this Agreement. Such reports shall include, by way of example only, the number of calls for service, number of animals sheltered, number of Unclaimed Days, and number of citations issued, as they apply to the Town of Avon.
- iii. Animal sheltering services for animals attributable to the Town, of the nature and quality customarily provided at the Shelter. Animals attributable to the Town are animals impounded within the Town of Avon and animals owned by persons dwelling, permanently or temporarily, in the Town of Avon.

B. Emergency on call services shall include:

- i. Emergency on Call Services will be provided outside normal County business hours. In the event that an Eagle County Animal Services Officer is not immediately available to respond to an incident or emergency, the Town of Avon will provide available personnel to secure the scene and administer control of the situation until the Eagle County Animal Services Officer arrives to resolve said incident.

### SECTION 4. OFFICIAL STATUS.

For the purpose of performing the Services and functions set forth in this agreement, Eagle County Animal Services shall enforce, as the Town’s agent, the Town of Avon Animal Ordinances relating to animal control and licensing now in effect and as amended.

### SECTION 5. EQUIPMENT.

The County shall furnish and supply, at its sole expense, all necessary labor, supervision, equipment, motor vehicles, office space, and operating and office supplies necessary to provide the services to be rendered hereunder.

## SECTION 6. COMPENSATION.

- A. The Town of Avon agrees to pay the County, monthly, the sum of \$825.00 for General Animal Services.
- B. On Call Emergency Services shall be billed at: \$100.00 per call.
- C. The Town of Avon agrees to pay the County on or before the fifteenth day of each month for all General Animal and Emergency On-Call Services rendered the previous month.
- D. All fees and expenses recovered at or for the Shelter will remain with the County.
- E. All court fines and costs will remain with the court of venue.

## SECTION 7. PERSONNEL.

- A. The Eagle County Animal Services Officer shall have full cooperation from the Town of Eagle, its public works, its police officers and/or their respective officers, agents, and employees, so as to facilitate the performance of this Agreement.
- B. The rendition of Services provided for herein, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in the County.
- C. All persons employed in the performance of such Services for the Town of Avon, pursuant to this agreement, shall be County employees, except for Town personnel used to secure the scene as described in Section 3.

## SECTION 8. LIABILITY AND INSURANCE.

- A. The County and the Town shall respectively provide its own general liability and public officials' errors and omissions insurance coverage for claims arising from this Agreement. Further, the County and the Town, respectively as named insureds, shall include the other respective party, its officers, employees, and agents, as additional insureds under the named insured's insurance policies. The named insured's insurance shall be primary and non-contributory as respects any covered claim against an additional insured arising out of the premises or operations of the named insured. The parties agree that a claim arising out of the County's enforcement of the Town's ordinance in accordance with the terms of this Agreement shall constitute an operation of the Town for purposes of the County's additional insured status under the Town's insurance. A certificate of insurance consistent with the foregoing requirement is attached hereto as Exhibit A. This provision shall survive expiration or termination of this Agreement.

- B. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to either party, its officials, employees, contractors' or agents, or any other person acting on behalf of either party and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes. This paragraph shall survive termination of this Agreement.

#### SECTION 9. TERM AND TERMINATION.

- A. This Agreement is effective January 1, 2017, and shall end on the 31st day of December, 2017. Either party shall have the right to terminate this agreement with or without cause at any time by giving the other party thirty (30) days' prior written notice of termination. Upon termination, the County shall be entitled to compensation for services performed prior to such termination (calculated by prorating the monthly rate for the number of days the County performed General Animal Services and adding all charges for any additional services, including Emergency On Call Services, performed by the County during that time), and both parties shall thereafter be relieved of any and all duties and obligations under this Agreement.
- B. Obligations of the Town of Avon and the County, respectively, after the current fiscal year, are contingent upon funds for the purpose set forth in this Agreement being appropriated, budgeted and otherwise made available.

#### SECTION 10. GENERAL PROVISIONS.

- A. Notices. All notices, requests, consents, approvals, written instructions, reports or other communication by the Town of Avon and the County, under this Agreement, shall be in writing and shall be deemed to have been given or served, if delivered or if mailed by certified mail, postage prepaid or hand delivered to the parties as follows:

Town of Avon:  
Chief of Police  
P.O. Box 975  
Avon, CO 81620

County of Eagle:  
Eagle County Attorney  
P.O. Box 850  
Eagle, CO 81631



Either party may change the address to which notices, requests, consents, approvals, written instructions, reports or other communications are to be given by a notice of change of address given in the manner set forth in this paragraph A.

- B. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either the Town or the County because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.
- C. No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
- D. This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the County or the Town other than those contained herein.
- E. This Agreement shall be binding upon the respective parties hereto, their successors or assigns and may not be assigned by anyone without the prior written consent of the other respective party hereto.
- F. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid Agreement or covenant were not contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 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

TOWN OF AVON

Attest:  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Town Clerk Mayor



## TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Town Council  
From: Greg Daly, Chief of Police  
Date: December 13, 2016  
Agenda Topic: Intergovernmental Joinder Agreement to the Services Agreement for a Law Enforcement Data Warehouse by and among the Colorado Information Sharing Consortium, Numerica Corporation, and the Town of Avon

---

### **ACTION BEFORE COUNCIL**

Action on Intergovernmental Joinder Agreement (IGJA) to the Services Agreement for a Law Enforcement Data Warehouse by and among the Colorado Information Sharing Consortium, a Colorado local government entity (the "CISC"), Numerica Corporation, a Colorado corporation ("Numerica"), and the Town of Avon.

### **RECOMMENDED MOTION**

"I move to approve the Intergovernmental Joinder Agreement to the Services Agreement for a Law Enforcement Data Warehouse by and among the Colorado Information Sharing Consortium, a Colorado local government entity, Numerica Corporation, a Colorado corporation and the Town of Avon"

### **SUMMARY**

The Chief of Police, Greg Daly with the Avon Police Department is recommending approval of the Intergovernmental Joinder Agreement to the Services Agreement for a Law Enforcement Data Warehouse by and among the CISC, a Colorado local government entity, Numerica Corporation, a Colorado corporation and the Town of Avon.

### **BACKGROUND**

This IGJA is a companion document to the IGA that was approved by the council on September 13, 2016, regarding the Town's membership of the CISC and the IGA payment agreement between Town of Avon, Eagle County, Town of Vail and the Town of Eagle. The purpose of this IGJA is to empower Numerica to manage a copy of Avon-related data and to provide the services promised in the initial IGA Agreement. Eric Heil, Town Attorney for the Town of Avon, has reviewed and approved the proposed IGJA.

### **ATTACHMENTS**

Intergovernmental Agreement  
Services Agreement for a Law Enforcement Data Warehouse

**MEMBER AGENCY JOINDER AGREEMENT TO THE  
SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE**

This Member Agency Joinder Agreement to the Services Agreement for a Law Enforcement Data Warehouse (this “Joinder Agreement”) is entered into as of November 15, 2016 (the “Joinder Effective Date”), by and among the Colorado Information Sharing Consortium, a Colorado local government entity (the “CISC”), Numerica Corporation, a Colorado corporation (“Numerica”), and the City of Avon Police Department, a Colorado local government entity (the “Joining Party”).

Capitalized terms used in this Joinder Agreement and not otherwise defined are defined in the Services Agreement (including its attachments).

**RECITALS**

- A.** The CISC and Numerica entered into that certain Services Agreement for a Law Enforcement Data Warehouse dated June 13, 2016 (the “Services Agreement”) for the integration the Data Warehouse, the maintenance and provision of a Data Warehouse Service, and for the provision of the Lumen Client Software Service. The Services Agreement is attached hereto as Attachment 1 and is incorporated by reference.
- B.** The Joining Party desires to become a party to the Services Agreement. As a party to the Services Agreement, the Joining Party will be considered a Member Agency and will have certain of its Records integrated into the Data Warehouse, will be provided with the Data Warehouse Service, and, at the election of the Member Agency, will be provided with the Lumen Client Software Service subject to the terms and conditions of the Services Agreement and this Joinder Agreement.
- C.** The Joining Party has executed the CISC’s IGA.
- D.** The Joining Party’s Records are hosted by the Town of Vail, which has already joined the Services Agreement
- E.** The Services Agreement requires that, in certain circumstances, each Member Agency shall pay its portion of a Project Fee to the CISC, who in turn shall remit the same to Numerica. The non-appropriations clause in the Services Agreement applies to this payment obligation. Neither Numerica nor the CISC can create any obligation on behalf of any Member Agency to pay all or any portion of a Project Fee.
- F.** This Joinder Agreement may contain terms and conditions that modify or add to the terms and conditions in the Services Agreement; if so, the modifying or additional terms and conditions stated herein shall control over the terms and conditions stated in the Services Agreement solely between the Parties hereto.

**AGREEMENT**

**NOW, THEREFORE**, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is acknowledged, the Parties agree as follows:

*Member Agency Joinder Agreement to the  
Services Agreement for a Law Enforcement Data Warehouse*

**1. Joinder.** The Joining Party joins in, becomes a party to, and agrees to be bound in all respects by the terms and conditions of the Services Agreement. The Joining Party is a “Member Agency” under the Services Agreement.

**2. Lumen Entitlement.** Pursuant to Section 3 of SOW 03, a Member Agency is entitled to a limited number of Subscription Licenses to the Lumen Client Software Services. Please refer to SOW 03 for further details.

**a.** Indicate the number of FTE certified peace officers here: 18

**b.** If the number of FTE certified peace officers is less than 58, a Member Agency is entitled to one Analyst Subscription License.

**c.** If the number of FTE certified peace officers is equal to or greater than 58, indicate the number and type of Subscription Licenses requested. The total calculated cost of the requested Subscription Licenses cannot exceed \$20 multiplied by the number of FTE certified peace officers; see SOW 03 for details and limitations.

Analyst Subscription Licenses: n/a

Investigative Subscription Licenses: n/a

Dashboard Subscription Licenses: n/a

**3. Notice Information.**

Contact Person: Greg Daly (Chief of Police)

Phone Number: 970-748-4049

Email: gdaly@avon.org

Mailing Address: 1 Lake St., Avon, CO 81620

[signature page follows]

*Member Agency Joinder Agreement to the  
Services Agreement for a Law Enforcement Data Warehouse*

[signature page]

**IN WITNESS WHEREOF**, the Parties are executing this Joinder Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Joinder Effective Date, regardless of the date of actual signature.

**COLORADO INFORMATION SHARING  
CONSORTIUM**

**NUMERICA CORPORATION**

By: .....  
Name: David Shipley  
Title: Executive Director

By: .....  
Name: Jeff Poore  
Title: President

Date: .....

Date: .....

**TOWN OF AVON**

By: \_\_\_\_\_  
Jennie Fancher, Mayor

Attest: \_\_\_\_\_  
Debbie Hoppe, Town Clerk

Date: .....

*Member Agency Joinder Agreement to the  
Services Agreement for a Law Enforcement Data Warehouse*

**ATTACHMENT 1**

**SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE**

## SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

This Services Agreement for a Law Enforcement Data Warehouse (this “Agreement,” including all attachments hereto) is entered into as of June 13, 2016 (the “Effective Date”), by and among the Colorado Information Sharing Consortium, a Colorado local government entity (the “CISC”), Numerica Corporation, a Colorado corporation (“Numerica”), and the Member Agencies who have joined this Agreement pursuant to Section 3. The CISC, Numerica, and the Member Agencies who have joined this Agreement may be referred to herein as a “Party” or the “Parties”.

Capitalized terms used in this Agreement are defined throughout this Agreement.

### RECITALS

- A. The purpose of the CISC is to facilitate the sharing of law enforcement and criminal justice data and information by and among the Member Agencies and with other law enforcement agencies.
- B. The CISC desires to implement and offer a scalable data warehouse hosting law enforcement and criminal justice data from Member Agencies. The CISC desires: (i) that the data warehouse allow the data contained therein to be shared between the Member Agencies and, at the option of the CISC and Member Agencies, with other law enforcement agencies; and (ii) that any third-party provider of analytical or other data services be able to access and use the data in the data warehouse for the purpose of providing services to the Member Agencies.
- C. CISC and Numerica entered into an agreement dated April 13, 2015 (the “Lumen Agreement”), which provides access to the Lumen Client Software Service to Member Agencies who joined the Lumen Agreement. The Lumen Client Software Service is a data analytic software service that enables the searching, analyzing, and sharing of law enforcement and criminal justice data. As part of the Lumen Client Software Service offered under the Lumen Agreement, Member Agencies who joined the Lumen Agreement had their law enforcement and criminal justice data imported into a data warehouse maintained and operated by Numerica.
- D. Numerica proposes to expand its existing law enforcement and criminal justice data warehouse and to use the same to provide the data warehouse that the CISC desires.
- E. SOW 03 and this Agreement have terms and conditions which are substantially similar to those in the Lumen Agreement. The CISC and Numerica desire that this Agreement eventually supersede the Lumen Agreement, but the Lumen Agreement cannot be terminated until there are no law enforcement agencies receiving services thereunder.
- F. Numerica has the expertise and skill to perform the Services described in this Agreement and has the knowledge and capability to comply with the CJIS Security Policy. Numerica has enrolled in, is current with, and complies with the CJIS Vendor Management Program operated by the Colorado Bureau of Investigation (“CBI”).
- G. The CISC and Member Agencies desire to engage Numerica to implement, expand, maintain, operate, and provide the data warehouse, to provide the Lumen Client Software Service, and to provide additional services in accordance with this Agreement.



**AGREEMENT**

**NOW, THEREFORE**, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is acknowledged, the Parties agree as follows:

**1. Services Concerning a Law Enforcement Data Warehouse.**

a. Subject to the terms and conditions of this Agreement, Numerica may perform programming, consulting, application training, creation of deliverables, integration, implementation, maintenance, operation, provision, analytical, and other professional services or may provide software, software services, hardware, or other deliverables (collectively, the “Services”) for the CISC and the Member Agencies as described in one or more statements of work (each, a “Statement of Work” or “SOW”).

b. SOW 01, SOW 02, and SOW 03 are attached to this Agreement as Exhibit A, Exhibit B, and Exhibit C, respectively, and incorporated by reference. The Services set forth in SOW 01 are generally in the nature of integrating data from Member Agencies into a data warehouse. The Services set forth in SOW 02 are generally in the nature of maintaining and operating the data warehouse and providing the same as a service to Member Agencies. The Services set forth in SOW 03 are generally in the nature of providing the Lumen Client Software Service to Member Agencies who elect to be provided with the same.

c. Other than SOW 01, SOW 02, and SOW 03, any additional Statements of Work shall only be binding on the Parties if executed by the Parties. Changes to the scope of the Services set forth in a Statement of Work may only be made in a writing executed by the Parties to whom the Statement of Work applies.

**2. Compensation and Payment Terms.**

a. Each Statement of Work shall contain payment terms and conditions applicable to that Statement of Work and shall contain all fees and other compensation (the “Project Fee”) payable to Numerica for the Services to be performed under that Statement of Work. The CISC or a Member Agency may withhold from payment any amounts that it disputes in good faith pending resolution of such dispute, provided that any amounts which are not in dispute shall be paid timely. Upon the resolution of the dispute, the CISC or the Member Agency, as appropriate, shall pay the amount set forth in the resolution of the dispute, if applicable.

b. Unless otherwise stated in a Statement of Work, the CISC shall pay the Project Fee to Numerica pursuant to the terms and conditions stated in the Statements of Work. A Statement of Work may indicate that the CISC is passing the Project Fee on to the Member Agencies. If the Project Fees are being passed on to the Member Agencies, the CISC shall take reasonable actions to collect the Project Fee from the Member Agencies and remit the amounts collected to Numerica. In such a situation, the CISC’s obligation to pay Numerica is contingent upon the CISC collecting such amounts from the Member Agencies. Notwithstanding anything to the contrary, Numerica is not obligated to provide Services to a Member Agency that is not current with its payment obligations hereunder (except for amounts withheld by a Member Agency pending the resolution of a good faith dispute concerning the same).

c. Each Member Agency shall pay to the CISC its portion of a Project Fee as indicated on a Statement of Work. Neither Numerica nor the CISC has the authority to create any obligation on behalf of any Member Agency to pay all or any portion of a Project Fee.

**3. Joining this Agreement.**

a. **Definition of Member Agency.** “Member Agency” means a law enforcement agency who has executed the CISC’s founding intergovernmental agreement (the “CISC’s IGA”) and has joined this Agreement. A law enforcement agency that has joined this Agreement but has not executed the CISC’s founding intergovernmental agreement may be considered a Member Agency, subject to the limitations specified herein.

b. The CISC’s executive director is authorized to sign the Joinder Agreement on behalf of the CISC.

c. **Joinder by Member Agencies.** A law enforcement agency (or its parent government) that executed the CISC’s IGA may join this Agreement at any time by executing a joinder agreement substantially in the form attached hereto as Exhibit D (a “Joinder Agreement”) and delivering the same to the CISC and to Numerica. If a Joinder Agreement does not modify or add to the terms and conditions of this Agreement, then the CISC and Numerica shall execute the Joinder Agreement.

d. **Joinder by Non-Member Agencies.** With the written consent of the CISC, a law enforcement agency (or its parent government) that has not executed the CISC’s IGA may join this Agreement by executing a Joinder Agreement and delivering the same to the CISC and to Numerica. If the CISC gave written consent and if the Joinder Agreement does not modify or add to the terms and conditions of this Agreement, then the CISC and Numerica shall execute the Joinder Agreement. Numerica may only provide the Services set forth on SOW 01 to a law enforcement agency that joins this Agreement but has not signed the CISC’s IGA until that agency has executed the CISC’s IGA (unless the CISC gives its written approval otherwise).

e. **Joinder Agreement with Modified or Additional Terms.** If a Joinder Agreement modifies or adds to the terms and conditions of this Agreement, then the CISC and Numerica are not obligated to execute the Joinder Agreement. A Joinder Agreement which modifies or adds to the terms and conditions of this Agreement will only be binding on the Parties who have executed it.

**4. CISC Project Manager.** The CISC shall identify a primary point of contact (a “Project Manager”) concerning this Agreement and all Services to be provided hereunder. In matters concerning the day-to-day implementation and maintenance of the Services, Numerica may communicate directly with Member Agencies as needed. Project Manager shall diligently work to promote the efficient performance of the Parties’ obligations under this Agreement. Numerica will seek the timely involvement of the Project Manager when events, problems, concerns, or requests affecting Services or this Agreement cannot effectively be addressed with the Member Agencies. Numerica shall permit the Project Manager to access Member Agencies search query history and records of the Member Agency’s use of and transactions in the Services.

**5. Independent Contractor Status.** This Agreement shall not render Numerica or any of Numerica’s agents an employee, partner, agent of, or joint venturer with the CISC or any

Member Agency for any purpose. Numerica is and will remain an independent contractor in its relationship to the CISC and each Member Agency and Numerica's agents are not and will not become the CISC's or any Member Agency's employees.

**a. TAXES.**

**i.** NEITHER THE CISC NOR ANY MEMBER AGENCY SHALL BE RESPONSIBLE FOR WITHHOLDING TAXES WITH RESPECT TO NUMERICA'S COMPENSATION HEREUNDER. IF REQUIRED BY LAW, THE CISC SHALL REPORT ALL PAYMENTS MADE TO NUMERICA ON A CALENDAR YEAR BASIS USING IRS FORM 1099. NEITHER THE CISC NOR ANY MEMBER AGENCY HAS ANY OBLIGATION TO (1) WITHHOLD FICA (SOCIAL SECURITY AND MEDICARE TAXES) FROM NUMERICA'S PAYMENTS OR MAKE FICA PAYMENTS ON NUMERICA'S BEHALF, (2) MAKE STATE OR FEDERAL UNEMPLOYMENT COMPENSATION CONTRIBUTIONS OR PAYMENTS ON NUMERICA'S BEHALF, OR (3) WITHHOLD STATE OR FEDERAL INCOME TAX FROM NUMERICA'S PAYMENTS. NEITHER THE CISC NOR ANY MEMBER AGENCY WILL PAY TAXES ON NUMERICA'S INCOME DERIVED FROM THIS AGREEMENT.

**ii.** THE PROJECT FEES UNDER THIS AGREEMENT DO NOT INCLUDE ANY CHARGE FOR TAXES AND THE CISC AND THE MEMBER AGENCIES ARE SOLELY RESPONSIBLE FOR PAYING ANY AND ALL FEDERAL, STATE, AND LOCAL SALES, USE, AND IMPORT/EXPORT TAXES AND CUSTOMS DUTIES ATTRIBUTABLE TO THIS AGREEMENT.

**b. INSURANCE.** NEITHER THE CISC NOR ANY MEMBER AGENCY SHALL HAVE ANY OBLIGATION TO, AND SHALL NOT, OBTAIN WORKERS' COMPENSATION OR UNEMPLOYMENT INSURANCE OR ANY OTHER INSURANCE COVERAGE OF ANY KIND ON BEHALF OF NUMERICA.

**c. Method of Performing Services; Results.** In accordance with this Agreement, Numerica will determine the method, details, and means of performing the Services. Neither the CISC nor any Member Agency shall control the manner or determine the method of performing the Services.

**d. Workplace, Hours, and Instrumentalities.** Numerica may perform the Services at any place or location and at such times as Numerica shall determine. With the exception of any tools or instrumentalities explicitly identified elsewhere in this Agreement as being supplied by the CISC, Member Agencies, or other third parties, Numerica agrees to provide all tools and instrumentalities, if any, required to perform the Services.

**e. Limitations on Authority.** No Party shall have the right, power, or authority to bind any other Party to the fulfillment of any condition, contract, or obligation or to create any liability binding on any other Party.

**f. Nonexclusive Services.** In its sole discretion, Numerica may render services on its own account or for any other person during the term of this Agreement.

**g. Requisite Skills.** Numerica has the requisite knowledge, expertise, experience, and training to perform the Services, and neither the CISC nor any Member Agency will provide Numerica with any training concerning the manner or methods of performance of the Services.

**6. Representations and Warranties.**

**a. Numerica's Representations and Warranties.** Numerica represents and warrants that the following are true as of the Effective Date and will be true throughout the term or period in which Numerica provides Services hereunder.

**i.** Numerica and its subcontractors, if any, have the capacity and the professional experience and skill to perform the Services. The Services will be performed in accordance with this Agreement and standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. The Services shall be provided in a good and workman like manner.

**ii.** To Numerica's knowledge, the information supplied by Numerica in the performance of the Services is truthful and accurate in all material respects.

**iii.** The Services provided under this Agreement shall be adequate and sufficient for their intended purposes.

**iv.** Numerica has complied and will comply with all federal, state, and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates, and licenses that are required to provide the Services.

**v.** During the period or term that Services in the nature of software or software services are provided, such Services will conform to Numerica's applicable documentation.

**vi.** Any software Services that Numerica installs on the Member Agency's computers, network systems, and Data Sources (collectively, the "Member Agency's Systems") will not have a material adverse effect on that Member Agency's Systems.

**b. Numerica's Disclaimers.**

**i.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT: (1) THE SERVICES ARE PROVIDED BY NUMERICA "AS-IS" AND NUMERICA MAKE NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE FOREGOING, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE; (2) NUMERICA EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES; AND (3) NUMERICA DOES NOT WARRANT THAT ALL ERRORS CAN OR WILL BE CORRECTED OR THAT THE SERVICES WILL BE WITHOUT ERROR OR INTERRUPTION.

**ii.** IN ADDITION TO ANY OTHER WARRANTY DISCLAIMERS IN THIS AGREEMENT, NUMERICA DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS OR OUTPUT THAT MAY BE OBTAINED FROM THE MEMBER AGENCY'S USE OF THE SERVICES.

**iii.** The representations and warranties set forth in Section 6.a do not apply to errors, interruptions, problems, defects, or issues (collectively, "Errors") that result from (1) factors outside of Numerica's reasonable control, including without limitation any actions or inactions by third parties other than Numerica's subcontractors; (2) failure by the CISC or a Member Agency to comply with this Agreement; (3) failure by the CISC or a Member Agency to use the Services in accordance with the documentation or other

appropriate instructions of Numerica; (4) the improper use or misuse by the CISC or a Member Agency of the Services; (5) Errors in a Member Agency's data not caused by Numerica; and (6) the fault or negligence of the CISC or a Member Agency.

**iv. Exclusive Remedy.** In the event of a breach of Numerica's representations and warranties set forth in Section 6.a as they apply to any Services in the nature of software or software services, and as the CISC's and as each Member Agency's sole and exclusive remedy, Numerica will repair or replace the applicable software Services, or any portion thereof, with conforming Services. Repair or replacement may include the following: (1) corrected items; (2) corrected documentation; or (3) instructions or procedures to bypass the problem until a more permanent correction can be implemented.

**c. Representations and Warranties of the CISC and Member Agencies.** Each Member Agency represents and warrants to Numerica and the CISC (i) that it has the lawful right and authority to provide any and all data that it furnishes under this Agreement or which it otherwise places into the data warehouse and (ii) that Numerica's use of such data in accordance with this Agreement will not violate or infringe the rights of any third party or any law or agreement.

**d. Other Terms.**

**i.** If performance of the Services by Numerica is delayed due to factors beyond Numerica's reasonable control, or if conditions of the scope or type of Services are expected to change, Numerica shall give timely notice to the CISC and the affected Member Agencies of such delay or change unless, under the circumstances, the CISC or the Member Agency are already aware or should reasonably be aware of the foregoing.

**ii.** Review, acceptance, or approval by the CISC or any Member Agency of the Services performed or delivered will not relieve Numerica of any responsibility for deficiencies, omissions, or Errors in said Services or deliverables, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of Numerica's performance under this Agreement.

## **7. Security of Law Enforcement and Criminal Justice Records.**

**a. Standard of Care.** Numerica shall use reasonable efforts consistent with prevailing industry standards, but not less than due care, to ensure the security and confidentiality of any law enforcement or criminal justice records held, stored, or maintained by Numerica. All law enforcement or criminal justice records of the Member Agencies are Confidential Information.

**b. CJIS Security Policy.** Numerica represents and warrants (i) that it has the knowledge, expertise, experience, and training to comply with the Criminal Justice Information Services Security Policy, including the Security Addendum thereto (the "CJIS Security Policy") and (ii) that all Services will be performed in compliance with the CJIS Security Policy (as applicable). Numerica shall execute the certification to the Security Addendum of the CJIS Security Policy, which is incorporated by reference, before performing of any Services. Numerica shall comply with the terms and conditions of the CJIS Security Policy to the extent applicable at all times.

- c. **CBI | CJIS Vendor Management Program.** Numerica shall maintain its enrollment and participation in the CJIS Vendor Management Program operated by CBI.
- d. **CJIS Audit.** At the request of the CISC, Numerica shall submit to an audit by CBI or the Federal Bureau of Investigation of Numerica’s compliance with the CJIS Security Policy. The CISC may request up to one audit every two years, which may be in addition to any other audits of Numerica’s compliance with the CJIS Security Policy required by law.
- e. **Security Notification.** Numerica shall notify the CISC in writing and in a timely manner in the event of any security incidents related to the Services, regardless of whether the incident violated or potentially involved the CJIS Security Policy. Numerica’s notice of a security incident shall include, at minimum, (i) a description of the incident, (ii) the harm or potential harm resulting therefrom, and, (iii) if the incident involved any data, the name of the Member Agency (or other person) that owned or was responsible for that data.
- f. **State Law Requirements.** The Parties shall comply with C.R.S. §§ 24-72-301, *et seq.*, concerning the treatment of criminal justice records. Numerica shall not be considered a “custodian” of any criminal justice records as defined in C.R.S. § 24-72-302(5).
- g. **Changes in Law.** If there are changes or updates to law or best practices involving the storage, transmission, transcription, or use of law enforcement or criminal justice information or data, then the Parties shall comply with the changed or updated law or best practices; *provided, however,* that if the changed or updated law or best practices would have a material adverse effect on the legitimate expectations of a Party, on the reasonable performance of a Party’s obligations hereunder, or on the purposes of this Agreement, the Parties will negotiate in good faith to address the situation in a manner that is acceptable to all Parties.

**8. Insurance.** Numerica must purchase and maintain insurance of the kind and in the minimum amounts specified below.

a. **Mandatory Insurance.** Numerica agrees to procure and maintain, at its own expense, the following policies of insurance before performing any Services:

i. **Workers Compensation Insurance.** Worker’s compensation insurance to cover obligations imposed by applicable laws for any employer engaged in the performance of Services under this Agreement:

Worker’s Compensation Insurance	
Each Accident	Statutory
Each Employee for Disease	Statutory

Numerica shall comply with the requirements of the Worker’s Compensation Act of Colorado and shall provide worker’s compensation insurance to protect Numerica from and against any and all worker’s compensation claims arising from the performance of services under this Agreement.

ii. **Commercial General Liability Insurance.** Commercial general liability insurance with minimum combined single limits of two million dollars (\$2,000,000) each occurrence and three million dollars (\$3,000,000) aggregate. The policy shall be

applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractor and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage must be on an “occurrence” basis as opposed to a “claims made” basis. This insurance must pay on behalf of Numerica all sums which Numerica shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence.

**iii. Data Breach Insurance.** Data Breach insurance with first party coverage of one hundred thousand dollars (\$100,000) and third party coverage of five hundred thousand dollars (\$500,000). Coverage shall insure against information theft, damage to or destruction of electronic information, negligent release of private information by Numerica or its subcontractors, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties. This insurance must pay on behalf of Numerica sums which Numerica shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence.

**iv. Commercial Automobile Liability Insurance.** Commercial automobile liability insurance with minimum combined single limits for bodily injury and property damages of not less than one million dollars (\$1,000,000) each occurrence with respect to each of Numerica’s owned, hired, and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Commercial automobile liability insurance must cover Numerica for all sums which Numerica shall become legally obligated to pay as damages because of bodily injury or property damage caused by the occurrence up to the specified limits of liability for each occurrence.

**v. Professional Liability Insurance.** Errors and omissions or professional liability insurance with a minimum coverage amount of two million dollars (\$2,000,000) per occurrence or claim and two million dollars (\$2,000,000) aggregate and for two years beyond the completion of all Services.

**b. Other Insurance Terms.**

**i.** The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best’s Key Rating Guide. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Numerica.

**ii.** The policies required above shall be primary insurance, and any insurance carried by the CISC or any Member Agency, their officers, or their employees shall be excess and not contributory insurance to that provided by Numerica. No additional insured endorsement to the policies required above shall contain any exclusion for bodily injury or property damage arising from completed operations. Numerica shall be solely responsible for any deductible losses under any policy required herein.

iii. The required commercial general liability, data breach, and commercial automobile liability policies shall be endorsed to name the CISC as certificate holder and name the CISC, each Member Agency, and their elected officials, officers, employees, and agents as additional insureds. The required worker's compensation and errors and omissions or professional liability policies shall be endorsed to include the CISC as a certificate holder. The policies shall provide that the CISC will receive notice no less than 30 days prior to cancellation, termination, or a material change to the policies.

iv. Numerica shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

v. Failure on the part of Numerica to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the CISC may immediately terminate this Agreement, or, at the CISC's discretion, the CISC may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the CISC shall be repaid by Contractor to the CISC upon demand, or the CISC may offset the cost of the premiums against any monies due to Numerica from the CISC.

vi. The CISC has the right to request and receive a certified copy of any policy and any endorsement thereto.

c. **Insurance Certificates.** If requested by the CISC, Numerica shall deliver to the CISC certificates of insurance as evidence that policies providing any and all required coverages and limits are in full force and effect. These certificates will serve as an indication to the CISC that Numerica has acquired all necessary insurance; however, the CISC may require that certified copies of the insurance policies be submitted and may withhold payment for Services until the applicable insurance policies are received and found to be in accordance with the Agreement. Insurance limits must be indicated on each certificate of insurance.

## **9. Indemnification and Hold Harmless.**

a. Numerica shall hold harmless, defend, and indemnify the CISC, each Member Agency, and all of their respective officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, costs, and fees of litigation) of every nature arising out of or in connection with any third-party claim, action, suit, or proceeding (a "Claim") proximately caused by Numerica's acts or omissions, except to the extent that such Claims were caused by the breach, negligence, error, violation of law or willful or other act or misconduct of the CISC or a Member Agency.

b. Each Party shall be liable for all liability, loss, damage, expense, and costs proximately caused by its own acts or omissions.

## **10. Intellectual Property Indemnification.**

a. **Definition.** "Intellectual Property" means copyrights, trademarks, trademark applications (including intent-to-use applications), trade names, moral rights, trade secrets,



patents, patent applications, inventions, invention disclosures, know-how, designs, and other items commonly recognized as intellectual property under the laws of the United States or any other country.

**b. Indemnification.** In the event of a Claim against the CISC or any Member Agency asserting or involving an allegation that the Services infringe upon or violate any Intellectual Property right of any person or entity, Numerica shall hold harmless, defend, and indemnify the CISC, each Member Agency, and all of their respective officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation attorneys fees, costs, and fees of litigation) of every nature arising out of or in connection with such Claim, whether or not such Claim is successful.

**c. Remedies for an Infringement Claim.**

**i.** Notwithstanding and in addition to Numerica's indemnification obligation set forth in Section 10.b, in the event of a Claim against the CISC or any Member Agency asserting or involving an allegation that the Services infringe upon or violate any Intellectual Property right of any person or entity, or if in Numerica's reasonable opinion the Services are likely to become the subject of such a Claim of infringement, Numerica will (1) procure for the CISC and each Member Agency the right to continue using the Services; (2) replace or modify the Services so that they become non-infringing (such a modification or replacement shall be materially similar to the original); or, (3) if neither (1) nor (2) is achieved despite Numerica's reasonable efforts, terminate a particular Statement of Work or this Agreement. Numerica's indemnification obligation set forth in Section 10.b will survive termination pursuant to this Section 10.c.

**ii.** If Numerica terminates a Statement of Work or this Agreement pursuant to this Section 10.c: (1) within six months after the Effective Date hereof, then Numerica shall refund to the CISC and to each Member Agency all fees paid under the terminated Statement of Work or under this Agreement; (2) between six and 12 months after the Effective Date hereof, then Numerica shall refund to the CISC and to each Member Agency one half of all fees paid under the terminated Statement of Work or under this Agreement; and (3) 12 months or after the Effective Date hereof, then Numerica shall refund to the CISC and to each Member Agency a pro-rated portion of the fees paid that reflect the remaining portion of the applicable period or term that Services are to be provided at the time of termination.

**d. Exclusive Remedy.** This Section 10 sets forth the CISC's and each Member Agency's sole and exclusive remedy for any Claim of Intellectual Property infringement.

**11. LIMITATIONS OF LIABILITY.**

**a.** IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**b. LIMITATION OF NUMERICA'S LIABILITY.** THE CUMULATIVE LIABILITY OF NUMERICA IN CONNECTION WITH, ARISING UNDER, OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), IS

LIMITED TO THE GREATER OF (I) THE AMOUNT OF INSURANCE COVERAGE REQUIRED UNDER SECTION 8 APPLICABLE TO THE EVENT(S) GIVING RISE TO NUMERICA'S LIABILITY (REGARDLESS OF WHETHER NUMERICA ACTUALLY PURCHASED CONFORMING INSURANCE) AND (II) THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO NUMERICA UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRIOR TO THE EVENT(S) GIVING RISE TO NUMERICA'S LIABILITY. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO NUMERICA'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION UNDER SECTION 10.

**c. LIMITATION OF THE CISC'S AND MEMBER AGENCIES' LIABILITY.**

**i.** THE AGGREGATE CUMULATIVE LIABILITY OF THE CISC AND THE MEMBER AGENCIES IN CONNECTION WITH, ARISING UNDER, OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), IS LIMITED TO THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO NUMERICA UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRIOR TO THE EVENT(S) GIVING RISE TO THE CISC'S OR THE MEMBER AGENCY'S LIABILITY.

**ii.** EACH MEMBER AGENCY'S LIABILITY IN CONNECTION WITH, ARISING UNDER, OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), IS FURTHER LIMITED TO THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY THE MEMBER AGENCY UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRIOR TO THE EVENT(S) GIVING RISE TO THE MEMBER AGENCY'S LIABILITY.

**iii.** THESE LIMITATIONS OF LIABILITY DO NOT LIMIT THE CISC'S AND THE MEMBER AGENCIES' OBLIGATION TO PAY ANY PROJECT FEES TO NUMERICA WHEN DUE.

**d.** NOTHING IN THIS AGREEMENT SHALL BE DEEMED A WAIVER OF THE CISC'S OR ANY MEMBER AGENCY'S PRIVILEGES OR IMMUNITIES PURSUANT TO THE COLORADO GOVERNMENTAL IMMUNITY ACT, C.R.S. §§ 24-10-101, *ET SEQ.*

**12. Termination.**

**a. Termination for Breach.** Either Numerica or the CISC may terminate this Agreement if the other commits a material breach of this Agreement, including a breach of a representation or warranty, by giving the breaching Party written notice of termination for breach. The notice of termination for breach must specify the nature of the breach in reasonable detail. This Agreement will automatically terminate if the breach described in the notice is not cured within 14 days after the notice is given. A termination for breach will be without prejudice to the rights any Party may have against another, whether arising in connection with the breach or otherwise.

**b. Termination of Joinder.** Any Party may terminate a particular Joinder Agreement and the applicable Member Agency's participation in this Agreement if Numerica or the Member Agency commits a material breach of this Agreement, including a breach of a representation or warranty, by giving the breaching Party written notice of termination for breach. The notice of termination for breach must specify the nature of the breach in reasonable detail. The Joinder Agreement will automatically terminate if the breach described in the notice is not cured within 14 days after the notice is given. A termination for breach will be without

prejudice to the rights any Party may have against another, whether arising in connection with the breach or otherwise.

**c. Effect of Termination.** Numerica shall provide no further Services in connection with this Agreement (or a terminated Joinder Agreement) after the effective date of termination. The CISC and each Member Agency shall have no liability for any Services performed after the effective date of termination. Numerica shall be entitled to receive compensation in accordance with this Agreement for any Services completed in accordance with this Agreement. Notwithstanding the above, no Party shall be relieved of liability for damages sustained by virtue of any breach of this Agreement or any other liability obligation that survives the termination or expiration of this Agreement. Except as otherwise expressly provided, upon termination of this Agreement, the CISC and the Member Agencies shall cease use of the Services.

### **13. Confidentiality.**

**a. Definition of Confidential Information.** As used in this Section 13, the word “information” refers to data or information in any form or medium.

**i. Definition.** “Confidential Information” means all information that a Party (a “Disclosing Party”) discloses to another Party (a “Receiving Party”) that falls within one or more of the following categories: (1) any information marked or identified as Confidential Information; (2) any information which the Receiving Party knows or reasonably should know that the Disclosing Party is required to keep confidential under a binding obligation with a third party; and (3) all information provided to a Receiving Party which the Receiving Party knows or reasonably should know could be detrimental to the interests of the Disclosing Party if disclosed or used without authorization, whether or not such information is identified as confidential.

**ii. Exceptions.** Information that falls into any one or more of the following categories will not constitute Confidential Information: (1) information that is or becomes part of the public domain through no fault of the Receiving Party; (2) information that the Receiving Party can show was known by it prior to its receipt from the Disclosing Party; (3) information that the Receiving Party can show was independently developed by or for it without relying on any Confidential Information; (4) information that the Receiving Party can show was rightfully received from a third party who is not under any obligation to maintain the confidentiality of such information, under circumstances not involving a violation of the rights of the Disclosing Party.

**iii. Court Order.** The Receiving Party will not be in breach of the obligations hereunder to the extent that, based upon the advice of counsel, it provides Confidential Information under a court order or discloses Confidential Information as required by law. Before the Receiving Party discloses Confidential Information under this Section 13.a.iii, it must immediately notify the Disclosing Party of the court order or legal requirement, must give the Disclosing Party a reasonable opportunity to contest or limit the required disclosure, and must provide reasonable assistance at the Disclosing Party’s expense, except to the extent it is illegal to do any of the foregoing.

**b. Protection of Confidential Information.** Except as otherwise provided or permitted in this Agreement, the Receiving Party will not do any of the following, directly or indirectly, without the written consent of the Disclosing Party: (i) disclose, transfer, or otherwise communicate to any third party any Confidential Information; or (ii) use Confidential Information for any purpose. The Receiving Party will not permit any of its respective agents or employees to take any action prohibited by this Section 13.b.

**c. Availability of Injunctive Relief.** The unauthorized use or disclosure of Confidential Information would be highly prejudicial to the interests of the Disclosing Party and would materially damage the Disclosing Party. Therefore, the Disclosing Party will be presumed entitled to injunctive relief to protect its Confidential Information against unauthorized disclosure or use in violation of this Agreement.

**d. Return of Confidential Information.** Upon termination of this Agreement: (i) the Receiving Party will at its option, immediately destroy or deliver to the Disclosing Party the originals and all copies of any and all materials and writings received from, created for, or belonging to the Disclosing Party which relate to or contain any Confidential Information; and (ii) the Receiving Party will permanently delete any and all Confidential Information from all computers and other electronic data storage devices in the Receiving Party's or its agent's or employee's control. If the Receiving Party opts to destroy the Confidential Information, it will provide a written certification of the destruction of the Confidential Information to the Disclosing Party.

**14. Member Agencies' Data.** Each Member Agency grants to Numerica a limited right and license to use that Data (defined in SOW 01) originated by that Member Agency solely for the purposes set forth herein. The foregoing license shall terminate if the Member Agency terminates its Joinder Agreement. All the Data in the Data Warehouse is and shall remain the sole property of the originating Member Agency. Other than the rights granted herein, the Member Agencies reserve all rights in and to the Data. All Data shall be considered Confidential Information. No ownership rights are being conveyed to Numerica hereunder.

**15. Ownership of Numerica's Proprietary Rights.** Except as otherwise expressly stated in this Agreement and to the extent applicable, all Services are licensed or provided as a service to the CISC and the Member Agencies and not sold (notwithstanding the use of the term "purchase", if used herein). Except as otherwise expressly stated, all Intellectual Property rights associated with the Services are the exclusive property of Numerica or its licensors. All rights in and to the Services and Numerica's other Intellectual Property not expressly granted to the CISC or the Member Agencies are reserved by Numerica. No ownership rights are being conveyed to the CISC or to a Member Agency hereunder.

**16. Restrictions.**

**a.** Except to the extent expressly provided otherwise in this Agreement, the CISC and each Member Agency will not (and will not allow any third party to): (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any part of the Services; (ii) provide, lease, lend, or otherwise use or allow person not a Party to this Agreement to access or use the Lumen Client Software Service; (iii) list or otherwise display or copy any object code of any part of the Services; (iv) develop any improvement, modification, or derivative work to

any Services or include a portion thereof in any other equipment or item; (v) allow the transfer, transmission, export, or re-export of any Services (or any portion thereof) or of Numerica’s technical data; or (vi) perform benchmark tests without the prior written consent of Numerica (any results of such permitted benchmark testing shall be deemed Numerica’s Confidential Information). Notwithstanding these restrictions, nothing herein shall prevent a Member Agency or any third party from developing software that interfaces with the API or Numerica’s public application programming interfaces, if any.

b. Notwithstanding the foregoing or any statement to the contrary in this Agreement, nothing herein alters any provision of an open source software license that applies to those portions of the Services that constitutes or incorporates open source software. Except to the extent it constitutes open source software or as otherwise expressly provided for herein, all source code and algorithms associated with the Services is considered Numerica’s Confidential Information.

**17. Export Control.** The Services may be subject to export controls under U.S. and foreign laws and regulations. The CISC and Member Agencies are solely responsible for ensuring compliance with U.S. and foreign export control laws and regulations. Neither the CISC nor any Member Agency shall transfer, export, or re-export, directly or indirectly, any Services to any country outside the United States or to any prohibited person, entity, or end-user as specified by U.S. export controls including, but not limited to, anyone on the United States Treasury Department’s list of Specifically Designated Nationals, the U.S. Commerce Department’s Denied Persons List, or the U.S. State Department’s List of Statutorily Debarred Parties.

**18. Lumen Agreement | SOW 03.**

a. The CISC and Numerica shall not permit any Member Agencies who have not joined the Lumen Agreement as of the Effective Date hereof to join the Lumen Agreement. Going forward, all Member Agencies who have not joined the Lumen Agreement and who desire to use the Lumen Client Software Services may do so through SOW 03 to this Agreement.

b. When the term or subscription period applicable to a Member Agency who joined the Lumen Agreement expires, Numerica and the CISC shall not permit the Member Agency to renew for continued Lumen Client Software Service under the Lumen Agreement.

c. A Member Agency may terminate its joinder to the Lumen Agreement if it elects to receive the Lumen Client Software Services pursuant to SOW 03. When all the joinders for the parties who joined Lumen Agreement have terminated or expired and Lumen is not obligated to provide services under the Lumen Agreement, the Lumen Agreement shall terminate without any further action required.

**19. Notices.** Notices to be provided under this Agreement shall be given in writing and delivered in person, by email, or by U.S. Mail. The notice information set forth below may be changed by giving notice to the other Party.

Colorado Information Sharing Consortium (CISC) Attn: Mr. David Shipley, Executive Director 15001 East Alameda Parkway	With a copy to (CISC): Fairfield and Woods, P.C. Attn: Mr. Ryan Tharp
---	---

*Services Agreement for a Law Enforcement Data Warehouse*

Aurora, CO 80012 dshipley@adcogov.org	1801 California St. Ste. 2600 Denver, CO 80202 rtharp@fwlaw.com
Numerica Corporation Attn: Mr. Jeff Poore 5042 Technology Parkway, Ste. 100 Fort Collins, CO 80528 jeff.poore@numerica.us	

**20. General Terms.**

**a. Further Assurances.** Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carry out this Agreement.

**b. Amendments.** Amendments to this Agreement must be in writing and signed by all affected Parties. An amendment which alters the rights of a Member Agency shall only be binding on that Member Agency if it is signed by that Member Agency.

**c. Entire Agreement.** This Agreement is the complete and exclusive statement of all agreements between the Parties, and this Agreement supersedes all prior proposals and understandings, oral and written, relating to the subject matter hereof.

**d. Assignment.** Numerica may not assign this Agreement nor delegate any obligation, in whole or in part, to any third party without the CISC’s prior written consent; *provided, however*, that Numerica may assign this Agreement and all of its rights and obligations hereunder, without the prior written consent of the CISC, in connection with the sale, transfer, or other disposition by Numerica of all or substantially all of its assets or a controlling interest in Numerica. Any assignment or attempted assignment of this Agreement not permitted by this Section 20.d will be void.

**e. Governing Law and Forum.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Colorado, without reference to conflict of laws principals. Venue for any civil action relating to this Agreement shall be in state or federal court located in Denver, Colorado.

**f. JURY TRIAL WAIVER.** EACH PARTY AND EACH MEMBER AGENCY HEREBY WAIVES ANY RIGHT IT HAS OR MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**g. Dispute Resolution.** If any claim, disagreement, issue, or dispute arising out of or in connection with this Agreement (a “Dispute”) between any combination of Parties cannot be resolved by those Parties, one or more of the Parties to the Dispute shall notify the CISC of the Dispute by delivering a written statement to the CISC’s Project Manager specifying the nature of the Dispute (each Party to the Dispute may, if desired, submit a written statement). Each of the Parties to the Dispute shall appoint a senior level representative. The CISC’s Project Manager shall schedule a time for the authorized representatives to meet in-person. Beginning on the date of the meeting and ending no less than 10 days thereafter (the “Resolution Period”), the Parties to the Dispute shall attempt in good faith to resolve the Dispute. The CISC’s Project Manager may be the CISC’s authorized representative. NO PARTY MAY INITIATE ANY COURT OR

*Services Agreement for a Law Enforcement Data Warehouse*

ADMINISTRATIVE ACTION, SUIT, OR PROCEEDING AGAINST ANY OTHER PARTY UNDER THIS AGREEMENT UNTIL THE END OF THE RESOLUTION PERIOD.

**h. Authority; Non-Contravention.** Each Party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Numerica represents and warrants that neither the execution and delivery of this Agreement nor the performance or delivery of the Services will conflict with, result in a breach of, or constitute a default under any agreement, contract, or other arrangement to which Numerica is a party or by which it is bound.

**i. No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement confers any rights or remedies on any persons other than the Parties and their respective successors and permitted assigns.

**j. Audit.** Each Party or any of their duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the other which are pertinent to such Party's performance under this Agreement for the purpose of making an audit, examination, or excerpts. Each Party shall provide any documentation necessary to prepare all reporting reasonably required by another Party, and shall keep all books, documents, papers, and records which are pertinent to its performance for a minimum period of two years.

**k. Severability.** If any term or condition of this Agreement is held to be invalid or unenforceable, then the term or condition may be modified or amended by the court to render it enforceable to the maximum extent permitted. If modification or amendment is not practicable, then the term or condition shall be severed from this Agreement with no effect upon the remaining terms and conditions of this Agreement.

**l. Force Majeure.** No Party shall be liable for any delay in or failure of performance of any obligation, nor shall any delay or failure constitute default or give rise to any liability, if and only to the extent that such delay or failure is caused by a "force majeure" event. "Force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, or other causes that are not within such Party's control, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed Party.

**m. LIENS AND ENCUMBRANCES.** NUMERICA SHALL NOT HAVE ANY RIGHT OR INTEREST IN ANY OF THE CISC'S OR ANY MEMBER AGENCY'S ASSETS, NOR ANY CLAIM OR LIEN WITH RESPECT THERETO, ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

**n. Waiver.** No covenant or term of this Agreement shall be deemed to be waived by any Party except in a writing signed by a person authorized by such Party, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver.

**o. Non-Appropriation.** Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the CISC and each Member Agency beyond the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise available. This Agreement is automatically terminated on January 1 of the first fiscal year for which funds are not appropriated.

**p. Public Trust.** Numerica shall not offer or provide anything of benefit to any Authority official or employee that would place the official or employee in a position of violating the public trust in violation of C.R.S. § 24-18-109, as amended.

**q. Equal Employment Opportunity.** While performing this Agreement, Numerica shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, color, national origin, religion, sex, sexual orientation, mental or physical disability, or age.

**r. Illegal Aliens.** Numerica certifies, represents, and warrants that it does not knowingly and will not knowingly (i) employ or contract with any illegal aliens to perform work or (ii) contract with a subcontractor who knowingly employs or contracts with any illegal aliens to perform work. Numerica shall use the E-Verify program to confirm the employment eligibility for all employees who are newly hired to perform Services. The provisions of C.R.S. § 8-17.5-102(2) are incorporated by reference.

**s. Open Records.** The Parties understand that certain material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. § 24-72-202, *et seq.*

**t. Pecuniary Gain.** In accordance with C.R.S. § 24-72-305.5, Numerica represents, warrants, and affirms that it will not use any records of official actions, any criminal justice records, or any information contained therein for the purpose of soliciting business for pecuniary gain.

**u. Survival of Terms and Conditions.** Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

**v. Headings.** Descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

**w. Counterparts.** This Agreement may be executed and delivered in counterparts (including by means of electronic signatures), all of which taken together will constitute one and the same agreement.

[signature page follows]



*Services Agreement for a Law Enforcement Data Warehouse*

[signature page]

IN WITNESS WHEREOF, the Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

**COLORADO INFORMATION SHARING  
CONSORTIUM**

**NUMERICA CORPORATION**

By: Vince Line  
Vince Line (Jul 25, 2016)

By: Jeff Poore

Name: Vince Line  
Title: Board Chair

Name: Jeff Poore  
Title: President

Date: Jul 25, 2016

Date: Jul 23, 2016

## EXHIBIT A

### STATEMENT OF WORK 01: INTEGRATION OF A DATA WAREHOUSE

1. **Definitions.** In addition to the capitalized terms defined in this Section 1, other capitalized terms are defined throughout this Agreement.
  - a. “Data” means Records which Numerica integrated into the Data Warehouse.
  - b. “Data Source” means a Member Agency’s System that contains Records to be integrated into the Data Warehouse. Records management systems (“RMS”), jail management systems (“JMS”), and computer aided dispatch systems (“CAD”) are all Data Sources. A single instance of a Member Agency’s System containing Records originated by one Member Agency constitutes a single Data Source, whereas a single instance of a Member Agency’s System containing Records originated by two or more Member Agencies may, depending on the configuration and in Numerica’s reasonable determination, constitute more than one Data Source.
  - c. “Records” means law enforcement and criminal justice records contained in a Member Agency’s Data Source.
  - d. “SOW 01 Member Agency” means a Member Agency that does not currently receive the Lumen Client Software Services from Numerica (either under the Lumen Agreement or otherwise), as further identified on Attachment A-1.
2. **Basic Overview.** Subject to this SOW 01 and this Agreement, Numerica shall: (a) use its existing law enforcement and criminal justice database to provide the CISC and Member Agencies with a scalable data warehouse hosting Member Agencies’ Data (the “Data Warehouse”); and (b) integrate Records from the Member Agency’s Data Sources into the Data Warehouse.
3. **Integration of Records.**
  - a. **Initial Data Sources.** Numerica shall integrate into the Data Warehouse the Records contained in one RMS, one JMS, and one CAD Data Source for each Member Agency who joins this Agreement before October 1, 2016. Any Member Agency may elect to have additional Records from additional Data Sources integrated into the Data Warehouse pursuant to the terms of Section 4 of this SOW 01.
  - b. **10 Years of Data.** For each Data Source, Numerica shall only integrate the Records made available by the Member Agency and which were created on or after January 1, 2007. Because it may be technically infeasible or impractical to require that no records may be integrated before a certain date, Numerica may, at its discretion, integrate additional Records created before such date.
  - c. **Information Numerica Needs.** Numerica will use commercially reasonable efforts to identify the resources and information Numerica expects to use in integrating a

Member Agency's Records and will provide an initial itemized list of the same to the Member Agency.

**d. Member Agency Right to Limit Records.** Each Member Agency may withhold certain Records, individually or as a class or type, from integration into the Data Warehouse.

**e. Timeline; Delays.** Numerica shall complete the integration of the Records, as delineated by the submission of the Completion Checklist, before December 31, 2016 (the "Deadline"). If Numerica is unable to meet the Deadline due to delays on the part of the CISC or a Member Agency, then the Deadline shall be reasonably extended to reflect the impact of the delay on Numerica's performance. If Numerica is unable to meet the Deadline due to any other reason, then the CISC may extend the Deadline at its discretion.

**f. Incorporation of Member Agencies' Existing Lumen Data.** Member Agencies that receive the Lumen Client Software Service under the Lumen Agreement or otherwise as of the Effective Date of this Agreement have already had their Records integrated into a database run by Numerica. Upon such a Member Agency joining this Agreement, those Records shall be considered Data in the Data Warehouse.

**4. Additional Data Sources.**

**a. Types of Data Sources.** A Member Agency may elect to have Numerica integrate Records from additional Data Sources into the Data Warehouse at additional cost. Additional Data Sources fall into one of the following two categories:

**i. Standard.** A "Standard Data Source" is a Data Source which either: (1) has a set of Records stored in a single commercial off-the-shelf database accessible via ODBC, where such Records are generated by a single commercial off-the-shelf product, and the data dictionary and entity relationship diagrams for such records can be provided to Numerica or (2) has a set of Records available on a network-accessible file server owned by the agency and stored in standard, commercial-off-the-shelf formats.

**ii. Non-Standard.** A "Non-Standard Data Source" is any Data Source that does not meet the definition of a Standard Data Source.

**b. Costs.** The cost to integrate Records from additional Data Sources is as follows:

Each additional Standard Data Source (containing up to two million Records to be integrated or equivalent as determined by Numerica)	\$1,900.00 each
Each additional two million Records to be integrated (or equivalent as determined by Numerica) per Standard Data Source	\$950.00 each
Each additional Non-Standard Data Source	To be negotiated on a case by case basis

**c. Process for Adding Data Sources.** Any election to have Numerica integrate Records from additional Data Sources shall be in writing and signed by Numerica and the

Member Agency. Numerica shall confirm the Project Fee associated with such Services before beginning any integration Services.

i. **Before Oct. 1, 2016.** If a Member Agency elects to integrate Records from additional Data Sources before October 1, 2016, the integration shall be completed by the Deadline and subject to acceptance with the other Data Sources. Numerica shall add the additional cost to the Project Fee and the Member Agency shall remit the additional cost to the CISC for payment to Numerica.

ii. **After Oct. 1, 2016.** If a Member Agency elects after October 1, 2016, to integrate Records from additional Data Sources, integration may not be completed before the Deadline. Numerica shall submit an invoice for the fees associated with these integration Services directly to the Member Agency and the Member Agency shall pay the same within 45 days of the Member Agency's receipt of the invoice, unless the Parties agree otherwise in writing.

**5. Member's Responsibilities.** Each Member Agency shall complete the following in order for Numerica to integrate the Records into the Data Warehouse:

a. Determine whether: (i) to utilize a push mechanism whereby the Member Agency shall be responsible for providing Records to Numerica over the internet in a manner compliant with the CJIS Security Policy for integration into the Data Warehouse (the "Push Mechanism") or (ii) to utilize a pull mechanism whereby the Member Agency shall make available the relevant Member Agency's Systems, including the Data Sources containing Records to be integrated, to allow Numerica to extract copies of Records for integration into the Data Warehouse, including making the Member Agency's Systems available to Numerica via remote access (the "Pull Mechanism").

b. Make available to Numerica documentation concerning the Data Sources containing Records to be integrated, including data dictionaries and entity relationship diagrams (Numerica shall sign reasonable non-disclosure agreements if required).

c. Provide all necessary infrastructure and software information, including without limitation TCP/IP addresses, node names, and network configuration, which is necessary for Numerica to provide the Services.

d. Configure its Data Sources to restrict Records that the Member Agency does not wish to be integrated into the Data Warehouse from being made available to Numerica.

e. Provide Numerica with any desired Data Access Rules (defined in Section 7 of this SOW 01).

f. Identify to Numerica any Records which constitute Criminal Intelligence (defined in Section 7.b of this SOW 01).

g. Provide to Numerica the assistance, participation, review, and approvals necessary for Numerica to perform its obligations under this Agreement, including without limitation participation in acceptance testing of the integration services.

h. Notify Numerica in a timely manner of any network, machine, or Data Source maintenance that may impact the performance of the Data Warehouse.

i. Provide to Numerica timely, accurate, complete, and up-to-date documentation and information reasonably required by Numerica to perform the integration services and ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide the foregoing.

**6. Authorization of and Assistance with Push/Pull Mechanisms.**

a. For Member Agencies utilizing the Push Mechanism, Numerica shall provide reasonable technical support in connection with the Push Mechanism.

b. For Member Agencies utilizing the Pull Mechanism, (i) the Member Agency authorizes Numerica to access the Member Agency's Systems solely for the purpose of Numerica's performance under this Agreement, (ii) Numerica shall coordinate with the Member Agencies to install all necessary software to effectuate the Pull Mechanism, and (iii) the Member Agency shall provide any proprietary software drivers that are necessary for Numerica to connect to the Data Sources.

**7. Data Access Rules.** Numerica shall implement the following Data access rules (each, a "Data Access Rule").

a. **CJIS Policy Assumed to Apply.** Data that constitutes law enforcement or criminal justice records shall only be made available to and shared with qualifying law enforcement agencies in compliance with the CJIS Security Policy. If a question arises about whether Data constitutes law enforcement or criminal justice records, the presumption is and shall be that the Data constitutes law enforcement or criminal justice records and that the CJIS Security Policy applies.

**b. Criminal Intelligence.**

i. The term "Criminal Intelligence" means Data identified by the originating Member Agency as meeting the definition of criminal intelligence under 28 C.F.R. Part 23. Each Member Agency shall accurately identify to Numerica its Data which qualifies as Criminal Intelligence.

ii. A Member Agency shall only have access to Criminal Intelligence originated by that Member Agency. As of the Effective Date of this Agreement, the Data Warehouse will not have the capability to perform inter-jurisdictional sharing of Criminal Intelligence in compliance with 28 C.F.R. Part 23, and therefore the sharing of Criminal Intelligence outside of the originating Member Agency by and through the Data Warehouse is forbidden.

c. **Sharing with Member Agencies.** All Data (with the exception of Data identified as Criminal Intelligence) shall be made available to and shared with the Member Agencies through the API (for clarity, Data shared through the API will be available to Member Agencies though the Lumen Client Software Service and potentially through Authorized Third Parties).

Member Agencies may not restrict this Data Access Rule. Each Member Agency shall treat the Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

**d. Sharing with Non-Member Agencies.**

**i. Through Lumen.** All Data (with the exception of Data identified as Criminal Intelligence) shall *by default* be made available to and shared with other law enforcement agencies who are not Member Agencies of the CISC (each, a “Non-Member Agency”) by and through the Lumen Client Software Service. Numerica shall ensure that each Non-Member Agency who accesses Data through the Lumen Client Software Service is contractually obligated to treat such Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

**ii. Through Other Providers.** The CISC may authorize Numerica to, and if so requested Numerica shall, make available and share Data with Non-Member Agencies by and through an Authorized Third Party (defined in Section 6.a of SOW 02). The CISC shall ensure that each Non-Member Agency who accesses Data through an Authorized Third Party is contractually obligated to treat such Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

**iii. General.** Non-Member Agencies may be located within or outside of Colorado. The CISC may restrict all or any portion of the Data from being shared with all or any Non-Member Agencies. Each Member Agency may restrict all or any portion of the Data it originates from being shared with all or any Non-Member Agencies.

**e. Sharing with Certain Non-Law Enforcement Entities.** No Data shared with non-law enforcement entities may contain any law enforcement or criminal justice records. The CISC may grant access to Data to non-law enforcement entities to the extent not restricted by a Member Agency. A Member Agency may grant access to Data it originated to non-law enforcement entities. Each Member Agency may restrict all or any portion of the Data it originated from being shared with all or any non-law enforcement entities.

**f. Other Data Access Rules.** Numerica shall implement any other Data Access Rules requested by a Member Agency for the Data originated by that Member Agency, provided that the request complies with this Agreement. Numerica shall implement any other Data Access Rules requested by the CISC that complies with this Agreement. If the CISC or a Member Agency requests a Data Access Rule that is technically infeasible or reasonably technically impractical to implement, Numerica shall inform the CISC and the Member Agency in a timely manner and Numerica shall have no obligation regarding same.

**8. Documentation.** Numerica shall provide to the CISC and to each Member Agency all documentation necessary to enable the CISC and each Member Agency to use the Data Warehouse for the purposes set forth in this Agreement.

**9. Acceptance.**

**a. Acceptance of Integration Services.** Numerica and the CISC will work to establish a mutually agreed-upon checklist for the testing and acceptance of the integration of a Member Agency's Records into the Data Warehouse (the "Integration Checklist"). Upon completion of the integration services for an individual Member Agency, Numerica will present the Member Agency with the Integration Checklist. For 10 days after the date on which the Member Agency received the Integration Checklist, the Member Agency may reject such integration services by notifying Numerica in writing of the reasons why the integration services did not conform to the Integration Checklist or this Agreement. For the avoidance of doubt, the Member Agency can only reject the foregoing services if they do not materially conform to the Integration Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Integration Checklist to the Member Agency and the process will be repeated, with the Member Agency having another 10 days to issue a rejection notice based solely on whether the non-conformance raised in the original rejection notice has been remedied. If a Member Agency notifies Numerica in writing that it accepts the integration services or does not respond to an Integration Checklist within 10 days of receiving the same, then the Member Agency shall be deemed to have accepted such integration services.

**b. Acceptance of Services Subject to the Deadline.** Numerica and the CISC will work to establish a mutually agreed-upon checklist for the testing and acceptance of the Services subject to the Deadline (the "Completion Checklist"). When Numerica believes that the Services are complete, Numerica will present the CISC with the Completion Checklist. For 10 days after the date on which the Member Agency received the Completion Checklist, the CISC may reject the Services by notifying Numerica in writing of the reasons why the Services did not materially conform to the Completion Checklist or this Agreement. For the avoidance of doubt, the CISC can only reject the foregoing services if they do not materially conform to the Completion Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Completion Checklist to the CISC and the process will be repeated, with the CISC having another 10 days to issue a rejection notice based solely on whether the non-conformance raised in the original rejection notice has been remedied. If the CISC notifies Numerica in writing that it accepts the Services or does not respond to a the Completion Checklist within 10 days of receiving the same, then the CISC shall be deemed to have accepted the Services.

**10. Project Fee.** The Project Fee for the Services subject to the Deadline is \$193,088, which may be increased or decreased as provided for herein.

**a. Reduction in Fee for Member Agency Non-Participation.** The Project Fee shall be reduced if a SOW 01 Member Agency does not join this Agreement by October 1, 2016. In such case, the Project Fee shall be reduced by an amount equal to \$27.50 multiplied by the number of full time equivalent ("FTE") certified peace officers employed by that Member Agency as of the Effective Date of this Agreement. Notwithstanding anything to the contrary, the Project Fee shall not be reduced below \$120,000.

**b. Additional Fees for Additional Participation.** The Project Fee shall be increased if a law enforcement entity that is not a SOW 01 Member Agency joins this Agreement on or before October 1, 2016. In such case, the Project Fee shall be increased by an amount equal to \$27.50 multiplied by the number of FTE certified peace officers employed by the newly-joined Member Agency as of the effective date its joinder. Notwithstanding the foregoing, if such an entity's Records have already been integrated by Numerica (for example, if it receives the Lumen Client Software Service), then the Project Fee shall not be increased and those integrated Records shall be considered Data in the Data Warehouse.

**11. Payment Terms.**

**a.** Numerica shall submit two invoices to the CISC. The first invoice shall be for \$154,000 and the second invoice shall be for the remainder of the Project Fee (if the payment made under the first invoice is greater than the Project Fee, then Numerica shall refund the excess amount to the CISC). Numerica may submit the first invoice upon execution of this Agreement. Numerica may submit the second invoice upon the CISC's acceptance of the Services pursuant to Section 9.b. In the event acceptance has not been completed due to CISC or Member-caused delays, the Parties will work together in good faith to determine an interim payment representative of the completed Services. The CISC shall pay proper invoices for the Project Fee no later than 45 days after the CISC's receipt of an invoice. These fees are not being passed on to the Member Agencies.

**b.** If invoiced to the CISC, the CISC will pass all fees under Section 4, Section 10.b, and Section 13 to the appropriate Member Agencies.

**12. Effective Date; Cross Termination.** This SOW 01 shall become effective on the Effective Date. If SOW 02 becomes effective, then SOW 01 and SOW 02 are required to both be in effect. If either of SOW 01 or SOW 02 terminates, then the other shall also terminate.

**13. Adding Additional Member Agencies after October 1, 2016.** After October 1, 2016 and during the period that Numerica is performing Services under SOW 02, additional law enforcement agencies may join this Agreement. Upon such joinder, Numerica shall integrate the Records of the new Party consistent with Section 4 of this SOW 01 and otherwise consistent with this Agreement (meaning, for clarity, that each of the new Party's Data Sources will be treated as additional Data Sources). The Project Fee shall be determined based on the number of Data Sources and Records integrated pursuant to Section 4.b of this SOW 01. Numerica shall invoice the Project Fee for these Services directly to the new Party and the new Party shall pay the same within 45 days of its receipt of the invoice, unless the Parties agree otherwise in writing. The integration of these Records will not be subject to the Deadline. Notwithstanding the foregoing, if such new Party's Records have already been integrated by Numerica (for example, if it receives the Lumen Client Software Service), then there shall be no Project Fee associated with those Records and those integrated Records shall be considered Data in the Data Warehouse.

[end]



**ATTACHMENT A-1**

**LIST OF SOW 01 MEMBER AGENCIES**

- |   |  |
|---|--|
| 1. Adams County Sheriff's Office          | 22. Erie Police Department                             |
| 2. Arapahoe County Sheriff's Office       | 23. Federal Heights Police Department                  |
| 3. Aspen Police Department                | 24. Fountain Police Department                         |
| 4. Aurora Police Department               | 25. Garfield County Sheriff's Office                   |
| 5. Avon Police Department                 | 26. Glendale Police Department                         |
| 6. Brighton Police Department             | 27. Golden Police Department                           |
| 7. Carbondale Police Department           | 28. Grand Junction Police Department                   |
| 8. Castle Rock Police Department          | 29. Greenwood Village Police Department                |
| 9. Cherry Hills Village Police Department | 30. Jefferson County Sheriff's Office                  |
| 10. Colorado Department of Public Safety  | 31. Littleton Police Department                        |
| 11. Colorado Springs Police Department    | 32. Lone Tree Police Department                        |
| 12. Columbine Valley Police Department    | 33. Mesa County Sheriff's Office                       |
| 13. Craig Police Department               | 34. Moffat County Sheriff's Office                     |
| 14. Denver Police Department              | 35. New Castle Police Department                       |
| 15. Denver Sheriff's Department           | 36. Northglenn Police Department                       |
| 16. Douglas County Sheriff's Office       | 37. Parker Police Department                           |
| 17. Durango Police Department             | 38. Rifle Police Department                            |
| 18. Eagle County Sheriff's Office         | 39. Sheridan Police Department                         |
| 19. Eagle Police Department               | 40. Silt Police Department                             |
| 20. Edgewater Police Department           | 41. Thornton Police Department                         |
| 21. Englewood Police Department           | 42. University of Colorado at Denver Police Department |
|   | 43. Vail Police Department                             |

[end]

## EXHIBIT B

### STATEMENT OF WORK 02: PROVISION OF A DATA WAREHOUSE SERVICE

**1. Basic Overview.** Subject to this SOW 02 and this Agreement, Numerica shall: (a) provide the Data Warehouse as a service and provide the API, any other related software or software services as a service, and all related documentation necessary to use the Data Warehouse as a service (collectively, the “Data Warehouse Service”) to the CISC and to the Member Agencies; (b) maintain and operate the Data Warehouse Service; (c) update and refresh the Data in the Data Warehouse via a Data Source refresh process; and (d) provide reasonable technical support services for the Data Warehouse Service.

**2. Provision of Data Warehouse as a Service.**

**a.** Subject to this SOW 02 and this Agreement, Numerica shall use reasonable efforts consistent with prevailing industry standards to provide the Data Warehouse Service during the Term (and as required thereafter) as a service to each Member Agency.

**b.** Subject to this SOW 02 and this Agreement, Numerica hereby grants a non-transferable, non-exclusive, limited right and license during the Term (and as required thereafter) to use the Data Warehouse Service to each Member Agency.

**3. Application Programming Interface.**

**a. API.** Numerica shall provide to the CISC and to each Member Agency an application programming interface and any related documentation (the “API”) for the Data Warehouse that permits the search of and access to the Data in the Data Warehouse.

**b. License to API.** Subject to the limitations and restrictions herein, Numerica grants to the CISC and to each Member Agency a fully-paid up, royalty free, non-exclusive, non-transferrable, sublicenseable, worldwide right and license to use and make calls to and to permit others to use and make calls to the API to search and access the Data in the Data Warehouse on behalf of the Member Agencies (the “API License”). Nothing in this Agreement shall limit Numerica’s right to use or to permit third parties to use the API, provided that no access to the Data is allowed by such use. The API License shall terminate 30 days after this SOW 02 terminates.

**c. API Support.** Numerica shall provide general technical support and documentation to the CISC, Member Agencies, and Authorized Third Parties to enable the use of the API and the Data Warehouse Service. Numerica’s support under this SOW 02 is not intended to provide software engineering or software design services.

**d. Limitation on API Usage.** If an entity’s use of the API is unreasonably excessive or causes a significant degradation in performance of the Data Warehouse Service, Numerica may temporarily limit the use of the API by that entity. If Numerica temporarily limits API use, Numerica shall notify the entity’s whose use was limited and the CISC. Numerica, the CISC, and the impacted entities shall work with Numerica to resolve the issue.

**4. Data Refresh.**

a. Under SOW 01, Numerica integrated Records from certain Data Sources controlled by the Member Agencies. Numerica shall ensure that the Records integrated into the Data Warehouse are updated and refreshed on a regular basis, but not less than once every other day. Numerica shall monitor the Data Source refresh cycle and notify the CISC and the affected Member Agencies of any significant delays or interruptions in the Data Source refresh process.

b. For Member Agencies utilizing the Pull Mechanism, Numerica shall use reasonable efforts consistent with prevailing industry standards to ensure the uninterrupted, continuous operation of the Pull Mechanism. If a Member Agency elected to use the Pull Mechanism, the Member Agency authorizes Numerica to access the Member Agency's Systems solely for the purpose of performing the services described herein.

c. For Member Agencies utilizing the Push Mechanism, Numerica shall provide commercially reasonable technical support to ensure that the Push Mechanism is operating properly.

d. Only Data not more than 10 years old shall be stored in the Data Warehouse, although Numerica, in its discretion, may incorporate more Data. As Numerica refreshes the Data, Numerica will delete Data in the Data Warehouse that is older than 10 years and will replace it with current Data. A Member Agency may elect to have Data more than 10 years old stored in the Data Warehouse at additional cost to that Member Agency.

**5. Update Data Access Rules.** Numerica shall in a timely manner implement new Data Access Rules and changes to existing Data Access Rules requested by a Member Agency for the Data that the requesting Member Agency originated, provided that the request complies with this Agreement. Numerica shall in a timely manner implement any new Data Access Rules or changes to existing Data Access Rules requested by the CISC that complies with this Agreement.

**6. Third Parties Access to Data and the API.**

a. **Authorization of Third Parties.** The CISC and each Member may authorize third parties (each, an "Authorized Third Party") to access the Data and use of the API; *provided, however*, that before a Member Agency grants any such authorization, the Member Agency shall first obtain the written approval of the CISC (which approval shall not be unreasonably withheld). Numerica may not unilaterally permit any third party to access the Data without the written approval of the CISC (except as otherwise authorized in this Agreement).

b. **CJIS Security Policy.** Before accessing the Data or using the API, an Authorized Third Party shall: (i) agree to comply with the CJIS Security Policy; (ii) execute and deliver to the CISC a copy of the Security Addendum to the CJIS Security Policy; (iii) enroll in and maintain its participation in the CJIS Vendor Management Program operated by the CBI (and provide documentation verifying such enrollment and participation to the CISC when requested); and, (iv) upon the CISC's request, submit to an audit by CBI concerning the Authorized Third Party's compliance with the CJIS Security Policy.

**c. Notice to Numerica.** Prior to an Authorized Third Party accessing any Data or using the API, the CISC shall provide written notification to Numerica specifying: (i) the legal name and contact information of the Authorized Third Party; (ii) any restrictions on the Authorized Third Party's access to certain Data; (iii) any restrictions on the Authorized Third Party's use of the API; and (iv) any other restrictions on or relevant information concerning the Authorized Third Party.

**d. Revocation of Third Party Authorization.** Notwithstanding authorization granted by any Member Agency or the CISC, the CISC may revoke an Authorized Third Party's access to the Data or use the API for any reason or no reason, including non-compliance with this Agreement.

**e. Support.** Numerica will provide technical support of the Data Warehouse Services to Member Agencies, the CISC, and Authorized Third Parties via both telephone and email on weekdays during normal business hours, with the exclusion of federal holidays.

**7. Installation and Acceptance.** The Parties expect that Numerica will not need to install or configure the Data Warehouse Services under this SOW 02 because the Services performed under SOW 01 should enable Numerica to provide the Data Warehouse Services.

**8. Maintenance of Data Warehouse Service.** During the Term, Numerica shall use reasonable efforts consistent with prevailing industry standards: (a) to maintain the Data Warehouse Service in a manner which minimizes Errors; (b) to ensure the continuous availability of the Data Warehouse Service to Member Agencies and to Authorized Third Parties, including without limitation maintaining, upgrading, updating, and repairing all Numerica-owned or licensed hardware and software; and (c) to provide upgrades and updates to the Data Warehouse Service over the internet as applicable. All or any portion of the Data Warehouse Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance. Numerica shall use reasonable efforts to provide advance notice to the CISC and affected Member Agencies of any scheduled Data Warehouse Service disruptions.

**9. Software Error Reporting and Resolution.**

**a. Reporting Errors to Numerica.** If the CISC, a Member Agency, or any third party experiences an Error with the Data Warehouse Service, such entity may report the Error to Numerica using the support email address, support telephone number, or electronic support system provided by Numerica. The report should contain a description of the Error encountered and, where possible, a description of how to repeat the condition that gave rise to the Error and other diagnostic information as available.

**b. Error Severity Levels.** Numerica shall assign each reported Error with a "Severity Level" for tracking and response purposes. Severity Levels are described on Attachment B-1. Notwithstanding anything to the contrary, planned downtime pursuant to Section 8 of this SOW 02 will not constitute an Error.

**c. Error Resolution.** Numerica shall work to resolve the Error according to Attachment B-2. Successful resolution of an Error, particularly of a Level 1 or Level 2 Error, may require the input and participation of the CISC and the Member Agencies.

**d. List of Errors.** On a monthly basis, Numerica shall provide to the CISC (i) a list of each Error reported during that month or reported in a prior month and still unresolved, (ii) the specific Data Warehouse Service to which the Error applied, (iii) the Severity Level of the Error, and (iv) the resolution status of the Error.

#### **10. Remedy for Excessive Errors.**

**a. First Six Months.** In six-month period beginning on the later of (i) the effectiveness of this SOW 02 and (ii) the acceptance of the Services under SOW 01 (pursuant to the Completion Checklist), if there are four or more Level 1 Errors in any 60 day period, then the CISC will be entitled to terminate this Agreement and, upon such termination, Numerica shall refund to the CISC and to each Member Agency all Project Fees paid under SOW 01 and SOW 02.

**b. Second Six Months.** In the six month period beginning at the end of the six month period set forth in Section 10.a, if there are four or more Level 1 Errors in any 60 day period, then the CISC will be entitled to terminate this Agreement and, upon such termination, Numerica shall refund to the CISC and to each Member Agency 50% of all Project Fees paid under SOW 01 and SOW 02.

**11. Lumen Entitlement.** A Member Agency who receives the Data Warehouse Service under this SOW 02 is entitled to a limited number of Subscription Licenses to the Lumen Client Software Service as specified in SOW 03.

**12. Term.** This SOW 02 shall become effective on January 1, 2017, and shall expire on December 31, 2017 (along with any renewal terms, the “Term”). The Term shall automatically renew an unlimited number of times, with each renewal period lasting for one additional year, unless the CISC provides written notification that the then-current Term shall not renew on or before December 1 of the then-current Term. Beginning on April 1, 2019, and annually thereafter, Numerica may provide written notice to the CISC that the then-current Term will not renew, provided that Numerica gives the written notice on or before April 1 of the then-current Term.

#### **13. Effect of Termination.**

**a. Recovery of Data.** Notwithstanding the termination of the API License, the CISC is entitled download and recover the Data in the Data Warehouse, including by using the API solely for this purpose. Numerica shall provide reasonable help and assistance to the CISC to accomplish this download. Alternatively or additionally, the CISC may require Numerica to provide the Data on one or more physical storage drives. The CISC shall pay to Numerica the actual and reasonable cost of such physical storage drives and reasonable compensation to Numerica, at Numerica’s then standard hourly rate, for Numerica’s services in transferring the Data from the Data Warehouse onto physical storage drives. After the CISC has recovered the

Data, Numerica shall delete the Data from the Data Warehouse and certify in writing to the CISC of the Data's deletion.

**b. Cross Termination.** If this SOW 02 is terminated, then SOW 01 and SOW 03 shall also terminate unless the Parties (or some subset of Parties) otherwise agree in writing.

**14. Project Fee.**

**a.** The Project Fee for the Services to be provided under this SOW 02, on a per-Term basis, shall be calculated by multiplying \$20 by the number of FTE certified peace officers employed by the Member Agencies. The method for determining the Project Fee may not be modified until the Term beginning on January 1, 2020. Beginning on January 1, 2020, the Project Fee may be modified in a manner agreed to by the Parties.

**b.** The CISC shall use reasonable efforts to annually determine the number of FTE certified peace officers employed by the Member Agencies and the CISC shall notify Numerica in writing of the same before December 1 prior to each Term.

**15. Payment Terms.**

**a.** Numerica shall submit two invoices for the Project Fee to the CISC in each Term. Each invoice shall be for one half of the annual Project Fee. Numerica may submit the first invoice after January 1 of each Term. Numerica may submit the second invoice after July 1 of each Term.

**b.** As discussed in Section 2.b of this Agreement, the CISC will pass this Project Fee on to the Member Agencies proportionally based on the number of FTE certified peace officers employed by each Member Agency. The CISC shall remit the fees collected from the Member Agencies toward each invoice within 45 days after the CISC's receipt a proper invoice.

[end]

**ATTACHMENT B-1**  
**ERROR SEVERITY LEVEL**

<b>Severity Level</b>	<b>Name</b>	<b>Description</b>
Level 1	Critical	(i) For a period of at least 24 continuous hours, the Data Warehouse Service is completely down or there is a major malfunction resulting in an inoperative condition; or (ii) A majority of Member Agency's Systems on which Numerica software is installed crashes or otherwise ceases to function in a reliable manner, in a situation caused by software installed by or on behalf of Numerica.
Level 2	Major	The Data Warehouse Service is substantially impaired and a substantial number of users are unable to perform their normal functions for sustained periods. Examples include major feature failure, major product failure, inconvenient or unavailable workaround, the Data Warehouse Service being usable but severely limited, and any Error which could threaten the use of the Data Warehouse Service.
Level 3	Minor	Errors in the Data Warehouse Service to which there may be a workaround and which do not currently threaten the use of the Data Warehouse Service. Use of the Data Warehouse Service is impaired, but not critically so and users can generally fully use the Data Warehouse Service for its intended function.
Level 4	Trivial	Typographical errors, inappropriate error messages, and other miscellaneous problems which have minimal impact on the use of the Data Warehouse Service.

[end]

**ATTACHMENT B-2**

**ERROR RESOLUTION**

Severity Level	Name	Resolution	
		Temporary	Permanent
Level 1	Critical	<p>Numerica shall work continuously, devote significant resources, and around the clock (if necessary) until a temporary resolution is implemented.</p> <p>Target for temporary resolution: 24 hours from Error report</p>	<p>After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error.</p> <p>Target for permanent resolution: five days from temporary resolution</p>
Level 2	Major	<p>Numerica shall work diligently and devote significant resources until a temporary resolution is implemented, but Numerica usually will not work on an around-the-clock basis.</p> <p>Target for temporary resolution: five days from Error report</p>	<p>After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error.</p> <p>Target for permanent resolution: 30 days from temporary resolution</p>
Level 3	Minor	<p>Numerica shall devote reasonable efforts to implement a temporary resolution. The temporary resolution may not be available until the next regularly-scheduled software update cycle.</p>	<p>The next regularly-scheduled software update cycle.</p>
Level 4	Trivial	n/a	<p>The next regularly-scheduled software update cycle.</p>

[end]



## EXHIBIT C

### STATEMENT OF WORK 03 LUMEN CLIENT SOFTWARE SERVICE

**1. Definitions.** In addition to the capitalized terms defined in this Section 1, other capitalized terms are defined throughout this Agreement.

**a.** “Lumen Client Software Service” means the hardware, software, applications, and associated documentation that is maintained or installed by Numerica and used by Member Agencies pursuant to this SOW 03 to access, review, search, and analyze Member Agencies’ Data, Law Enforcement Data from Non-Member Agencies which is accessible through the Lumen Client Software, and certain other data and information which does not constitute Law Enforcement Data.

**b.** “Law Enforcement Data” includes the following types of data: (i) criminal justice information, as defined in the CJIS Security Policy; (ii) criminal justice records, as defined in C.R.S. § 24-72-302(4); (iii) information relating to calls for service; (iv) incident data, including original narrative reports; (v) arrest data; (vi) license plate reader data; and (vii) personally identifiable information, as defined in the CJIS Security Policy. The vast majority of the Data in the Data Warehouse constitutes Law Enforcement Data.

**c.** “Lumen Subscription Guide” means the document attached hereto as Attachment C-1 which states the available Subscription Periods, Subscription Licenses, and associated pricing for the Lumen Client Software Service.

**d.** “Subscription License” means the various types of subscriptions to the Lumen Client Software Service offered by Numerica, as further described herein.

**e.** “Subscription Notice” is defined in Section 4.a.

**f.** “Subscription Period” means either (i) the period during which an Eligible Member Agency is entitled to a limited number of Subscription Licenses under Section 3 of this SOW 03 or (ii) the period specified in a proper Subscription Notice.

**2. Provision of Lumen Client Software Services.**

**a.** Subject to this SOW 03 and this Agreement, Numerica shall use reasonable efforts consistent with prevailing industry standards to provide the Lumen Client Software Service during the Subscription Period and consistent with the applicable Subscription Licenses to each Member Agency (a) that is entitled to receive the Lumen Client Software Service under Section 3 of this SOW 03 or (b) that submits a proper Subscription Notice.

**b.** Subject to this SOW 03 and this Agreement, Numerica hereby grants a non-transferable, non-exclusive, non-sublicenseable, limited right and license to use the Lumen Client Software Service during the Subscription Period and consistent with the applicable Subscription Licenses to each Member Agency (a) that is entitled to receive the Lumen Client Software Service under Section 3 of this SOW 03 or (b) that submits a proper Subscription Notice.

c. A Member Agency may only use the Lumen Client Software Service (i) for its own law enforcement and investigative purposes, (ii) in accordance with the applicable documentation, and (iii) in accordance with the number and type of Subscription Licenses specified.

**3. Entitlement to Lumen Client Software Service with Data Warehouse Service.** Upon joining this Agreement, any Member Agency who receives the Data Warehouse Service pursuant to SOW 02 and is current with any Project Fees due thereunder (an “Eligible Member Agency”) is entitled to a limited number of Subscription Licenses to the Lumen Client Software Service as described in this Section 3 and consistent with this SOW 03. Except for the fact that there is no cost to the Member Agency for use of the Lumen Client Software under this Section 3, a Member Agency’s use of the Lumen Client Software shall otherwise conform to this SOW 03.

a. **Fewer than 58 FTE Officers.** If the Member Agency employs fewer than 58 FTE certified peace officers, the Member Agency is entitled to one Analyst Subscription License.

b. **More than 58 FTE Officers.** If the Member Agency employs 58 or more FTE certified peace officers, the Member Agency is entitled to any combination of Subscription Licenses that has an aggregate annual cost equal to or less than \$20 multiplied by the number of FTE certified peace officers employed by the Member Agency, provided that at least one of the Subscription Licenses must be an Analyst Subscription License.

**4. Election to Receive Additional Lumen Client Software Service.** In addition to the Subscription License entitlements under Section 3, an Eligible Member Agency may elect to receive additional Subscription Licenses consistent with this Section 4. Any Subscription Licenses under this Section 4 shall be in addition to the Subscription License entitlement under Section 3. All Subscription Licenses under this Section 4 shall begin when the Lumen Client Software Service is accepted by the Member Agency.

a. **Member Agencies Not Currently Using Lumen.** An Eligible Member Agency who has not joined the Lumen Agreement may elect to receive additional Lumen Client Software Service from Numerica consistent with this SOW 03 by submitting to Numerica a signed written notice substantially in the form attached hereto as Attachment C-2 indicating the number and type of Subscription Licenses desired (a “Subscription Notice”).

b. **Member Agencies Currently Using Lumen.** An Eligible Member Agency who has joined the Lumen Agreement may terminate its joinder to the Lumen Agreement and receive the Lumen Client Software Service under this SOW 03 by submitting a Subscription Notice to Numerica. If the number and type of Subscription Licenses are unchanged from what the Member Agency received under the Lumen Agreement, the Project Fee shall be the lower of (i) the fees due under the Lumen Agreement and (ii) the fees due under this SOW 03. This Section 4.b shall also apply to Eligible Member Agencies who are using the Lumen Client Software Service pursuant to an agreement directly with Numerica.

**5. Installation and Acceptance.**

a. Within a reasonable amount of time after the Data Warehouse Service is provided to the Member Agencies under SOW 02 or a Member Agency submits a proper Subscription Notice, Numerica shall, as appropriate, install, configure, and grant access to all software and applications provided by Numerica which are necessary to provide the Member Agencies with the Lumen Client Software Service consistent with the applicable Subscription Licenses.

b. Numerica shall provide a checklist consistent with the documentation available for the Lumen Client Software Service for the testing and acceptance of the Lumen Client Software Service (the "Lumen Checklist"). Once the Member Agency has access to the Lumen Client Software Service, Numerica will present the Member Agency with the Lumen Checklist. For 10 days after the date on which the Member Agency received the Lumen Checklist, the Member Agency may reject the Lumen Client Software Service by notifying Numerica in writing of the reasons why the Lumen Client Software Service did not conform to the Lumen Checklist or this Agreement. For the avoidance of doubt, the Member Agency can only reject the foregoing services if they do not materially conform to the Lumen Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Lumen Checklist to the Member Agency and the process will be repeated, with the Member Agency having another 10 days to issue a rejection notice based solely on whether the non-conformance raised in the original rejection notice has been remedied. If a Member Agency notifies Numerica in writing that it accepts the Lumen Client Software Service or does not respond to an Integration Checklist within 10 days of receiving the same, then the Member Agency shall be deemed to have accepted the Lumen Client Software Service.

**6. Reciprocal Data Sharing with Non-Member Agencies.**

a. The Data Access Rules specified in Section 7 of SOW 01 permits Numerica to share each Member Agency's Data through the Lumen Client Software Service with other Member Agencies and, by default and with some restrictions, with Non-Member Agencies. A Member Agency may restrict the sharing of Data with Non-Member Agencies by implementing additional Data Access Rules. Section 7 of SOW 01 also requires Numerica to ensure that each Non-Member Agency who accesses Data comply with the CJISC Security Policy and applicable law.

b. If a Member Agency elects to use the Lumen Client Software Service under this SOW 03, then that Member Agency will have access to Law Enforcement Data from Non-Member Agencies only to the extent that the Member Agency elects to share its Data with Non-Member Agencies through the Lumen Client Software Service. This reciprocal sharing principle applies to Non-Member Agencies who use the Lumen Client Software Service: Numerica shall limit a Non-Member Agency's access to the Member Agencies' Data to the extent that the Non-Member Agency shares its Law Enforcement Data with other users of the Lumen Client Software Service (including the Member Agencies who use the Lumen Client Software Service). Numerica may use its reasonable discretion to restrict types of Data and Law Enforcement Data from being shared if a Member Agency or Non-Member Agency violates this reciprocal sharing principle.

**7. Treatment of Law Enforcement Data from Non-Member Agencies.** Each Member Agency who receives Law Enforcement Data from Non-Member Agencies through the Lumen Client Software Service shall treat all shared Law Enforcement Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

**8. Maintenance of Lumen Client Software Service.** Numerica shall use reasonable efforts consistent with prevailing industry standards: (a) to maintain the Lumen Client Software Service in a manner which minimizes Errors; (b) to ensure the continuous availability of the Lumen Client Software Service to Member Agencies, including without limitation maintaining, upgrading, updating, and repairing all Numerica-owned or licensed hardware and software; and (c) to provide upgrades and updates to the Lumen Client Software Service over the internet as applicable. All or any portion of the Lumen Client Software Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance. Numerica shall use reasonable efforts to provide advance notice to the CISC and affected Member Agencies of any scheduled Lumen Client Software Service disruptions.

**9. Software Error Reporting and Resolution.**

**a. Reporting Errors to Numerica.** If a Member Agency experiences an Error with the Lumen Client Software Service, the Member Agency may report the Error to Numerica using the support email address, support telephone number, or electronic support system provided by Numerica. The report should contain a description of the Error encountered and, where possible, a description of how to repeat the condition that gave rise to the Error and other diagnostic information as available.

**b. Error Severity Levels.** Numerica shall assign each Error with a “Severity Level” for tracking and response purposes. Severity Levels are described on Attachment C-3. Notwithstanding anything to the contrary, planned downtime pursuant to Section 8 will not constitute an Error.

**c. Error Resolution.** Numerica shall work to resolve the Error according Attachment C-4. Successful resolution of an Error, particularly of a Level 1 or Level 2 Error, may require the input and participation of the CISC and the Member Agencies.

**d. List of Error.** On a monthly basis, Numerica shall provide to the CISC (i) a list of each Error reported during that month or reported in a prior month and still unresolved, (ii) the specific Data Warehouse Service to which the Error applied, (iii) the Severity Level of the Error, and (iv) the resolution status of the Error.

**10. Effective Date; Termination.** This SOW 03 shall become effective when SOW 02 becomes effective. Unless terminated sooner or otherwise agreed to by the Parties, this SOW 03 shall terminate if SOW 02 terminates. SOW 02 may remain in effect after this SOW 03 is terminated. If a Member Agency no longer receives Data Warehouse Service pursuant to SOW 02, the Member Agency will not be considered an Eligible Member Agency and may not receive Lumen Client Software Service under this SOW 3.

**11. Use of Data and Law Enforcement Data by Numerica.** Numerica may use Data shared through the Lumen Client Software Service (including when mixed with Law Enforcement Data from Non-Member Agencies) to develop new, additional, or improved services or features. Such use shall be solely at Numerica's expense and shall comply with the CJIS Security Policy, applicable law, and all of Numerica's contractual obligations. Any new, additional, or improved services or features, including all Intellectual Property rights therein, shall belong to Numerica.

**12. Project Fee.**

**a.** The Project Fee for each Member Agency's addition Subscription Licenses pursuant to Section 4 shall be calculated pursuant to the pricing set forth on the Lumen Subscription Guide and the number and type of Subscription Licenses identified in the Subscription Notice. The pricing set forth on the Lumen Subscription Guide may not be changed until January 1, 2020, and thereafter only by the written agreement of the Parties.

**b.** If a Member Agency selects the Enterprise Subscription License, (i) then the number of FTE certified peace officers indicated in the Subscription notice shall be updated annually based on the information provided to Numerica under Section 14.b of SOW 02 and (ii) the Project Fee shall be decreased by an amount equal to \$20 multiplied by the number of FTE certified peace officers employed by the Member Agency.

**c.** There are no Project Fees for installation or setup of the Lumen Client Software Service because those fees are covered by the Project Fees due for the Data Warehouse and the Data Warehouse Service under SOW 01 and SOW 02.

**13. Payment Terms.**

**a.** Unless the Subscription Notice contains different payments terms (which are only binding on the CISC and Numerica if they both sign the Subscription Notice), Numerica shall submit invoices for the Project Fees to the CISC.

**b.** As discussed in Section 2.b of this Agreement, the CISC will pass this Project Fee on to the Member Agencies. The CISC shall remit the fees collected from the Member Agencies toward each invoice. The CISC shall pay proper invoices within 60 days of the CISC's receipt of the same.

**c. Timing of Invoices.**

**i.** Project Fees for the portion of the Subscription Period between Installation and December 31 of the year of Installation shall be invoiced after the Lumen Client Software Service is accepted pursuant to this SOW 03.

**ii.** For each additional calendar year, or portion of a calendar year, Numerica may submit an invoice on or after January 1.

[end]

**ATTACHMENT C-1  
 LUMEN SUBSCRIPTION GUIDE**

	Dashboard	Investigative	Analyst	Admin
Create standard queries (i.e., no free form text, limited to own agency)	✓	✓	✓	
Save queries to dashboard	✓	✓	✓	
Create standard query-based analytics	✓	✓	✓	
Save analytics to dashboard	✓	✓	✓	
Create deep text queries (i.e., unstructured text)		✓	✓	
Share saved queries to other investigator and analyst dashboards		✓	✓	
Multi-agency queries		✓	✓	
Create link charts		✓	✓	
Share link charts to other users' dashboards			✓	
Share saved queries to all users' dashboards			✓	
Share saved analytics to other users' dashboards			✓	
Export results to file			✓	
Multi-agency analytics			✓	
Manage user accounts (no cost)				✓

*Exhibit C | SOW 03 | Lumen Client Software Service  
Services Agreement for a Law Enforcement Data Warehouse*

<b>Lumen Price List</b>				
<b>Subscription License</b>	<b>List Price (each)</b>	<b>Subscription Cost and Subscription Periods</b>		
		<i>1 Year Contract</i>	<i>2 Year Contract</i>	<i>3+ Year Contract</i>
<b><i>Annual Recurring Subscription Costs</i></b>				
Analyst License	\$1200 qty 1-2	\$1170 qty 1-2	\$1140 qty 1-2	\$1110 qty 1-2
	\$1000 qty 3-5	\$975 qty 3-5	\$950 qty 3-5	\$925 qty 3-5
	\$900 qty 6+	\$878 qty 6+	\$855 qty 6+	\$832 qty 6+
Investigative License	\$600 qty 1-6	\$585 qty 1-6	\$570 qty 1-6	\$555 qty 1-6
	\$480 qty 7-20	\$468 qty 7-20	\$456 qty 7-20	\$444 qty 7-20
	\$360 qty 21+	\$351 qty 21+	\$342 qty 21+	\$333 qty 21+
Dashboard License	\$60 qty 10-20	\$59 qty 10-20	\$57 qty 10-20	\$56 qty 10-20
	\$48 qty 21-50	\$46 qty 21-50	\$44 qty 21-50	\$42 qty 21-50
	\$36 qty 51+	\$35 qty 51+	\$33 qty 51+	\$32 qty 51+
Enterprise License	\$180 <i>per sworn officer</i>	\$115 <i>per sworn officer</i>	\$110 <i>per sworn officer</i>	\$105 <i>per sworn officer</i>
<b><i>Training</i></b>				
On-site training (4 hours)	\$1500	\$1400	\$1350	\$1275
Online train the trainers session	1 hour included	2 hours included	2 hours included each year	2 hours included each year

[end]

**ATTACHMENT C-2**

**SUBSCRIPTION NOTICE**

Date: .....

Name of Member Agency: .....

Member Agency Contact Information:

Name of Contact:.....

Phone: .....

Email:.....

Mailing Address: .....

.....

Indicate here if requesting an Enterprise Subscription License (with Analyst functionality):.....

If requesting the Enterprise Subscription License,  
indicate the number of FTE certified peace officers employed: .....

If not requesting an Enterprise Subscription License, indicate the number and type of  
Subscription Licenses requested:

Analyst Subscription Licenses: .....

Investigative Subscription Licenses: .....

Dashboard Subscription Licenses: .....

Indicate the Subscription Period requested (one, two, or three years):.....

Total Annual Recurring Subscription Costs:.....

Additional Paid Training Requested (if any):.....

Cost of Additional Paid Training (if any): .....

Signature:..... Name: .....

[end]



**ATTACHMENT C-3**  
**ERROR SEVERITY LEVELS**

<b>Severity Level</b>	<b>Name</b>	<b>Description</b>
Level 1	Critical	For a period of at least 24 continuous hours, the Lumen Client Software Service is completely down or there is a major malfunction resulting in an inoperative condition.
Level 2	Major	The Lumen Client Software Service is substantially impaired and a substantial number of users are unable to perform their normal functions for sustained periods. Examples include major feature failure, major product failure, inconvenient or unavailable workaround, the Lumen Client Software Service being usable but severely limited, and any Error which could threaten the use of the Lumen Client Software Service.
Level 3	Minor	Errors in the Lumen Client Software Service to which there may be a workaround and which do not currently threaten the use of the Lumen Client Software Service. Use of the Lumen Client Software Service is impaired, but not critically so and users can generally fully use the Lumen Client Software Service for its intended function.
Level 4	Trivial	Typographical errors, inappropriate error messages, and other miscellaneous problems which have minimal impact on the use of the Lumen Client Software Service.

[end]

**ATTACHMENT C-4  
 ERROR RESOLUTION**

Severity Level	Name	Resolution	
		Temporary	Permanent
Level 1	Critical	Numerica shall work continuously, devote significant resources, and around the clock (if necessary) until a temporary resolution is implemented.  Target for temporary resolution: 24 hours from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error.  Target for permanent resolution: five days from temporary resolution
Level 2	Major	Numerica shall work diligently and devote significant resources until a temporary resolution is implemented, but Numerica usually will not work on an around-the-clock basis.  Target for temporary resolution: five days from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error.  Target for permanent resolution: 30 days from temporary resolution
Level 3	Minor	Numerica shall devote reasonable efforts to implement a temporary resolution. The temporary resolution may not be available until the next regularly-scheduled software update cycle.	The next regularly-scheduled software update cycle.
Level 4	Trivial	n/a	The next regularly-scheduled software update cycle.

[end]

## EXHIBIT D

### MEMBER AGENCY JOINDER AGREEMENT TO THE SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

This Member Agency Joinder Agreement to the Services Agreement for a Law Enforcement Data Warehouse (this "Joinder Agreement") is entered into as of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and among the Colorado Information Sharing Consortium, a Colorado local government entity (the "CISC"), Numerica Corporation, a Colorado corporation ("Numerica"), and \_\_\_\_\_, a Colorado local government entity (the "Joining Party").

Capitalized terms used in this Joinder Agreement and not otherwise defined are defined in the Services Agreement (including its attachments).

#### RECITALS

- A.** The CISC and Numerica entered into that certain Services Agreement for a Law Enforcement Data Warehouse dated June 13, 2016 (the "Services Agreement") for the integration the Data Warehouse, the maintenance and provision of a Data Warehouse Service, and for the provision of the Lumen Client Software Service. The Services Agreement is attached hereto as Attachment D-1 and is incorporated by reference.
- B.** The Joining Party desires to become a party to the Services Agreement. As a party to the Services Agreement, the Joining Party will be considered a Member Agency and will have certain of its Records integrated into the Data Warehouse, will be provided with the Data Warehouse Service, and, at the election of the Member Agency, will be provided with the Lumen Client Software Service subject to the terms and conditions of the Services Agreement and this Joinder Agreement.
- C.** The Joining Party has either executed or is committed to executing the CISC's IGA. Pursuant to the Services Agreement, Numerica will provide the Services set forth on SOW 01 to a Joining Party that has not signed the CISC's IGA, but will not provide the Services set forth on other Statements of Work until the Joining Party has executed the CISC's IGA.
- D.** The Services Agreement requires that, in certain circumstances, each Member Agency shall pay its portion of a Project Fee to the CISC, who in turn shall remit the same to Numerica. The non-appropriations clause in the Services Agreement applies to this payment obligation. Neither Numerica nor the CISC can create any obligation on behalf of any Member Agency to pay all or any portion of a Project Fee.
- E.** This Joinder Agreement may contain terms and conditions that modify or add to the terms and conditions in the Services Agreement; if so, the modifying or additional terms and conditions stated herein shall control over the terms and conditions stated in the Services Agreement solely between the Parties hereto.

**AGREEMENT**

**NOW, THEREFORE**, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is acknowledged, the Parties agree as follows:

**1. Joinder.** The Joining Party joins in, becomes a party to, and agrees to be bound in all respects by the terms and conditions of the Services Agreement. The Joining Party is a “Member Agency” under the Services Agreement.

**2. CISC’s IGA.** If the Joining Party has not executed the CISC’s IGA, the Joining Party acknowledges that it will only be entitled to Services from Numerica under SOW 01 until the Joining Party has executed the CISC’s IGA (unless the CISC agrees otherwise). The Joining Party agrees to work in good faith toward executing the CISC’s IGA.

**3. Lumen Entitlement.** Pursuant to Section 3 of SOW 03, a Member Agency is entitled to a limited number of Subscription Licenses to the Lumen Client Software Services. Please refer to SOW 03 for further details.

a. Indicate the number of FTE certified peace officers here: .....

b. If the number of FTE certified peace officers is less than 58, a Member Agency is entitled to one Analyst Subscription License.

c. If the number of FTE certified peace officers is equal to or greater than 58, indicate the number and type of Subscription Licenses requested. The total calculated cost of the requested Subscription Licenses cannot exceed \$20 multiplied by the number of FTE certified peace officers; see SOW 03 for details and limitations.

Analyst Subscription Licenses: .....

Investigative Subscription Licenses: .....

Dashboard Subscription Licenses: .....

**4. Notice Information.**

Contact Person: .....

Phone Number: .....

Email: .....

Mailing Address: .....

**5. Additional Terms.** *If agreed to by Numerica and the CISC, additional terms may be entered here.*

[signature page follows]

*Exhibit D | Joinder Agreement  
Services Agreement for a Law Enforcement Data Warehouse*

[signature page]

IN WITNESS WHEREOF, the Parties are executing this Joinder Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

**COLORADO INFORMATION SHARING  
CONSORTIUM**

**NUMERICA CORPORATION**

By: .....  
Name: David Shipley  
Title: Executive Director

By: .....  
Name: Jeff Poore  
Title: President

Date: .....

Date: .....

**[JOINING PARTY]**

By: .....  
Name:  
Title:

Date: .....

*Exhibit D | Joinder Agreement  
Services Agreement for a Law Enforcement Data Warehouse*

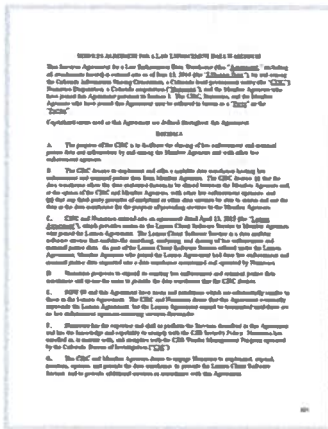
**ATTACHMENT D-1**

**SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE**

# Numerica Agreement - FINAL











Adobe Sign Document History

07/25/2016



Created:	07/23/2016
By:	Kelli Crano (kcrano@fwlaw.com)
Status:	SIGNED
Transaction ID:	CBJCHBCAABAAZohHPfjZGz_h187HcO9g4jTkhF_FkDV

## “Numerica Agreement - FINAL” History

-  Document created by Kelli Crano (kcrano@fwlaw.com)  
07/23/2016 - 1:31:19 MDT - IP address: 38.88.52.170
-  Document emailed to vline@co.arapahoe.co.us for signature  
07/23/2016 - 1:34:11 MDT
-  Document emailed to Jeff Poore (jeff.poore@numerica.us) for signature  
07/23/2016 - 1:34:11 MDT
-  Document viewed by Jeff Poore (jeff.poore@numerica.us)  
07/23/2016 - 2:16:56 MDT - IP address: 208.184.162.191
-  Document e-signed by Jeff Poore (jeff.poore@numerica.us)  
Signature Date: 07/23/2016 - 2:37:08 MDT - Time Source: server - IP address: 97.118.5.239
-  Document shared with Ryan Tharp (rtharp@fwlaw.com)  
07/24/2016 - 12:10:01 MDT - IP address: 38.88.52.170
-  Kelli Crano (kcrano@fwlaw.com) replaced signer vline@co.arapahoe.co.us with Vince Line (VLine@arapahoegov.com)  
07/25/2016 - 9:35:38 MDT - IP address: 38.88.52.170
-  Document emailed to Vince Line (VLine@arapahoegov.com) for signature  
07/25/2016 - 9:35:38 MDT
-  Document viewed by Vince Line (VLine@arapahoegov.com)  
07/25/2016 - 9:37:19 MDT - IP address: 65.113.226.130
-  Document e-signed by Vince Line (VLine@arapahoegov.com)  
Signature Date: 07/25/2016 - 11:49:37 MDT - Time Source: server - IP address: 65.113.226.130



Adobe Sign

✔ Signed document emailed to vline@co.arapahoe.co.us, Vince Line (VLine@arapahoegov.com), Kelli Crano (kcrano@fwlaw.com), Jeff Poore (jeff.poore@numerica.us) and Ryan Tharp (rtharp@fwlaw.com)

07/25/2016 - 11:49:37 MDT



Adobe Sign





## TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Town Council  
From: Greg Daly, Chief of Police  
Date: December 13, 2016  
Agenda Topic: Intergovernmental Agreement between the Town of Avon, Eagle County, Town of Vail and the Town of Eagle regarding payment for the services of the Colorado Information Sharing Consortium

---

### **ACTION BEFORE COUNCIL**

Action on Intergovernmental Agreement (IGA) between the Town of Avon, Eagle County, Town of Vail and the Town of Eagle regarding payment for the services of the Colorado Information Sharing Consortium (CISC).

### **RECOMMENDED MOTION**

“I move to approve the Intergovernmental Agreement between Town of Avon, Eagle County, Town of Vail and the Town of Eagle regarding payment for the services of the Colorado Information Sharing Consortium.”

### **SUMMARY**

The Chief of Police, Greg Daly with the Avon Police Department is recommending approval of the attached IGA between the Town of Avon, Eagle County, Town of Vail and the Town of Eagle, regarding payment for the services of the CISC.

### **BACKGROUND**

This IGA is a companion document to the IGA that was approved by the council on September 13, 2016, regarding the Town’s membership of the CISC. This IGA confirms that the fee for participation in the CISC is covered through the Town’s annual contracted payment to the Vail Communications Center for Dispatch services. There is no duty to pay additional membership fees. This IGA modifies the Services Agreement for a Law Enforcement Data Warehouse, dated June 13, 2016, which is subject to Avon’s annual budget and which may be terminated at the end of the year by not appropriating funds for the next year. Eric Heil, Town Attorney for the Town of Avon, has reviewed and approved the proposed IGA.

### **ATTACHMENTS**

Intergovernmental Agreement

## **CISC PAYMENT INTERGOVERNMENTAL AGREEMENT**

This CISC Payment Intergovernmental Agreement (this “Agreement”) is effective as of August 26, 2016 (the “Effective Date”) by and among the Colorado Information Sharing Consortium, a Colorado local government entity (the “CISC”), Eagle County, a Colorado local government entity (“Eagle County”), the Town of Eagle, a Colorado local government entity (the “Town of Eagle”), the Town of Avon, a Colorado local government entity (“Avon”), and the Town on Vail, a Colorado local government entity (“Vail”). The CISC, Eagle County, the Town of Eagle, Avon, and Vail may be referred to herein as the “Parties”.

### **RECITALS**

- A.** The CISC promotes data sharing among Colorado law enforcement agencies.
- B.** Each of Eagle County, the Town of Eagle, Avon, and Vail have executed the CISC’s founding intergovernmental agreement and are considered member agencies of the CISC.
- C.** The CISC’s operational expenses (the “CISC Expenses”) are paid by the CISC’s member agencies based on the number of FTE certified peace officers employed by each member agency.
- D.** The CISC entered into a certain Services Agreement for a Law Enforcement Data Warehouse with Numerica Corporation dated June 13, 2016 (the “Data Warehouse Agreement”), for the creation and provision of a law enforcement data warehouse that will enable CISC member agencies the ability to share and analyze law enforcement data.
- E.** The CISC’s member agencies may join the Data Warehouse Agreement and share data thereunder.
- F.** The Data Warehouse Agreement requires that participating member agencies pay \$20 per FTE certified peace officer per year (the “Base Fee”) to the CISC; the CISC in turn pays Numerica Corporation that Base Fee.
- G.** Member agencies can purchase additional services under the Data Warehouse Agreement for additional cost.
- H.** To encourage law enforcement data sharing, Vail has offered to pay each of Eagle County’s, the Town of Eagle’s, Avon’s portion of the CISC Expenses and the Base Fee if each of Eagle County, the Town of Eagle, and Avon join the Data Warehouse Agreement.

### **AGREEMENT**

*Now, therefore*, in consideration for the recitals, the mutual promises herein, the benefit the Parties will receive from sharing data under the Data Warehouse Agreement, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

- 1.** Eagle County, the Town of Eagle, Avon, and Vail shall to join the Data Warehouse Agreement and shall participate in data sharing thereunder.
- 2.** Vail shall pay for its own portion of the CISC Expenses and the Base Fee. Vail shall also pay for Eagle County’s, the Town of Eagle’s, and Avon’s portion of the CISC Expenses and the Base Fee. Nothing herein requires Vail to pay for any additional costs beyond the Base Fee for Eagle County, the Town of Eagle, or Avon. If Eagle County, the Town of Eagle, or Avon

purchase additional services under the Data Warehouse Agreement, then they must pay such additional costs themselves.

3. Unless otherwise terminated as provided for herein, Vail's payment obligation shall continue for so long as Eagle County, the Town of Eagle, or Avon are parties to the Data Warehouse Agreement.

4. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of Vail beyond the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise available. This Agreement is automatically terminated on January 1 of the first fiscal year for which funds are not appropriated. Vail shall notify the other Parties if it does not appropriate funds for this Agreement.

5. If Eagle County, the Town of Eagle, Avon, or Vail terminates its participation in the Data Warehouse Agreement or the CISC, it shall immediately notify the other Parties.

6. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado, without regard to such jurisdiction's conflict of laws principles. An action brought by any Party to interpret or enforce any provision of this Agreement may be brought only in a state court located in Eagle County or Denver County, Colorado and each Party submits to the jurisdiction and venue of such courts and waives any objection to which it otherwise might be entitled regarding such jurisdiction or venue. EACH PARTY HEREBY WAIVES ANY RIGHT IT HAS OR MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. This Agreement states the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes and replaces all previous discussions, negotiations, and agreements. The failure of any Party to insist upon the performance of any provision of this Agreement or to exercise any right or privilege granted to such Party under this Agreement will not be construed as waiving such provision or any other provision of this Agreement. If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability will not invalidate the remaining provisions of this Agreement. Any amendment or addition to this Agreement will be effective only if in writing and signed by both Parties. This Agreement may be executed and delivered in counterparts (including by means of electronic signatures), all of which taken together will constitute one and the same agreement.

[signature page follow]

[signature page to the CISC Payment Intergovernmental Agreement]

The Parties are executing this Agreement to signify their acceptance of all the terms and conditions herein, to be effective as of the Effective Date, regardless of the date of signature.

**Colorado Information Sharing Consortium**

**Eagle County**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Town of Eagle**

**Town of Avon**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Town of Vail**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**TOWN OF AVON, COLORADO**  
**AVON MEETING MINUTES FOR TUESDAY, NOVEMBER 15, 2016**  
AVON TOWN HALL, ONE LAKE STREET

---

**1. A CALL TO ORDER & ROLL CALL**

Mayor Fancher called the meeting to order at 5:14 p.m. A roll call was taken and Council members present were Sarah Smith Hymes, Scott Prince, Jake Wolf, Matt Gennett, Buz Reynolds and Megan Burch. Also present were Town Manager Virginia Egger, Town Attorney Eric Heil, Police Chief Greg Daly, Public Works Director Gary Padilla, Recreation Director John Curutchet, Fleet Director Rego Omerigic, Planning Director Matt Pielsticker, Executive Assistant to the Town Manager Preston Neill and Town Clerk Debbie Hoppe.

**2. APPROVAL OF AGENDA**

Town Attorney Eric Heil requested a change to the title of the Executive Session. He requested the title to read as follows, "a conference with the Town Attorney for the purpose of receiving legal advice on personnel matters under C.R.S. §24-6-402(2)(b)." The agenda was approved with the addition.

**3. PUBLIC COMMENT**

Amy Phillips, Michael Cacioppo, Albert "Chico" Thuon and Betty Todd commented.

**4. ACTION ITEMS**

START TIME: 00:29:40

**4.1. ACTION ON FUNDING REQUEST FOR THE 2017 COVER ROCK FESTIVAL IN THE AMOUNT OF \$75,000 CASH AND \$7,500 OF IN-KIND SERVICES (TRUE LOCAL EVENTS & EVENT PRODUCER TOM DOBREZ & DIRECTOR OF FESTIVALS & SPECIAL EVENTS DANITA DEMPSEY)**

Michael Cacioppo and Amy Phillips commented.

Mayor Pro Tem Wolf moved to approve \$75,000 cash request, with the condition that \$45,150 will be given up front and the remainder (\$29,850) will be put on hold in order for the Town to assess if it would be feasible and cost effective for the Town to invest in "infrastructure" equipment, such as fencing, electric, waste and tents, in order to offset for the producer and the producers of future events. If the Town finds that it would not be cost effective to make any investments to cover the costs associated with the remaining amount, the producer will receive the remaining amount. Council Burch seconded the motion and it passed unanimously by those present.

**4.2. APPROVAL OF THE OCTOBER 25, 2016 MINUTES (ASSISTANT TO THE TOWN MANAGER PRESTON NEILL)**

Councilor Burch moved to approve the October 25, 2016, minutes. Mayor Pro Tem Wolf seconded the motion and it passed unanimously by those present. Councilor Gennett and Councilor Reynolds abstained.

**4.3. MOTION TO SET FUTURE MEETING DATES**

4.3.1. MOTION TO SET THE NEXT REGULAR COUNCIL MEETING TO SWEAR IN NEW COUNCILORS

4.3.2. CONSIDERATION OF A MOTION TO SET A PUBLIC HEARING ON DECEMBER 5<sup>TH</sup> FOR PRESENTATION OF THE AVON HOTEL

4.3.3. CONSIDERATION OF A MOTION TO SET A TOWN COUNCIL RETREAT IN DECEMBER



**TOWN OF AVON, COLORADO**  
**AVON MEETING MINUTES FOR TUESDAY, NOVEMBER 15, 2016**  
AVON TOWN HALL, ONE LAKE STREET

---

Council agreed to set the swearing in of new Councilors for Thursday, November 17, 2016.  
Council agreed to set a Public Hearing for December 5, 2016, for presentation and public hearing of the Avon Hotel.

Council agreed to set December 12, 2016, as the date for the Town Council Retreat from 11:00 a.m. to 5:00 p.m.

**5. WORK SESSION**

START TIME: 01:32:31

**5.1. PRESENTATION OF THE TOWN OF AVON CONSERVATION EASEMENT PROPOSAL AND EAGLE COUNTY PARTNERSHIP TO SUPPORT WALKING MOUNTAINS SCIENCE CENTER IN ACQUIRING APPROXIMATELY SIX ACRES ALONG BUCK CREEK, SOUTH OF THE EXISTING CAMPUS TO EXPAND OPEN SPACE, PUBLIC EDUCATIONAL PROGRAMMING AND PUBLIC RECREATION ACCESS (TOWN ATTORNEY ERIC HEIL)**  
Michael Cacioppo commented.

**5.2. PRESENTATION OF OPTIONS FOR ADDING DEED RESTRICTED EMPLOYEE HOUSING UNITS AND/OR A RESIDENTIAL MIX WITH EMPLOYEE AND FREE MARKET UNITS TO THE NEW TOWN HALL (TOWN ENGINEER JUSTIN HILDRETH)**  
Michael Cacioppo and Amy Phillips commented.

**6. WRITTEN REPORTS**

6.1. MONTHLY FINANCIALS REPORT (BUDGET ANALYST KELLY HUITT)

**7. MOTION TO CONTINUE REGULAR MEETING FOR A MEETING OF THE URBAN RENEWAL AUTHORITY**

START TIME: 03:53:40

Mayor Fancher moved to continue the Regular Meeting. Councilor Burch seconded the motion and it passed unanimously by those present.

**8. CALL TO ORDER OF THE CONTINUED REGULAR MEETING**

Mayor Fancher called the meeting to order at 8:59 p.m. A roll call was taken and Council members present were Matt Gennett, Buz Reynolds, Megan Burch, Jake Wolf, Sarah Smith Hymes and Scott Prince.

**9. COMMITTEE MEETING UPDATES: COUNCILORS AND MAYOR**

**10. MAYOR & COUNCIL COMMENTS**

**11. TOWN MANAGER UPDATE**

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

Council convened into Executive Session at 9:10 p.m.

Executive Session ended at 11:43 p.m.



**TOWN OF AVON, COLORADO**  
**AVON MEETING MINUTES FOR TUESDAY, NOVEMBER 15, 2016**  
AVON TOWN HALL, ONE LAKE STREET

---

Council reconvened into regular session at 11:43 p.m.

**13. ADJOURNMENT**

There being no further business to come before the Council, the regular meeting adjourned at 11:43 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 OF AVON, COLORADO**  
**AVON MEETING MINUTES FOR THURSDAY, NOVEMBER 17, 2016**  
AVON TOWN HALL, ONE LAKE STREET

---

**1. CALL TO ORDER & ROLL CALL**

Mayor Fancher called the meeting to order at 5:00 p.m. A roll call was taken and Council members present were Buz Reynolds, Jake Wolf, Matt Gennett, Sarah Smith Hymes, Megan Burch and Scott Prince. Also present were Councilor Elect Amy Cramer Phillips, Town Manager Virginia Egger, Town Attorney Eric Heil, Police Chief Greg Daly, Planning Director Matt Pielsticker, Town Engineer Justin Hildreth, Executive Assistant to the Town Manager Preston Neill and Town Clerk Debbie Hoppe.

**2. PUBLIC COMMENT**

Council agreed to allow public comment, which was not on the Agenda. Approximately 20 persons spoke regarding selection of the Town of Avon Mayor.

**3. NEW COUNCIL SWEARING IN AND ELECTION OF OFFICERS**

**2.1. READING THE NAMES OF NEWLY ELECTED COUNCIL MEMBERS (TOWN CLERK DEBBIE HOPPE)**

Town Clerk Debbie Hoppe read the names of the newly elected Council members, including Jennie Fancher, Jake Wolf and Amy Cramer Phillips.

**2.2. SWEARING IN AND SEATING OF NEW COUNCIL MEMBERS (TOWN CLERK DEBBIE HOPPE)**

The newly elected Council members repeated the oath of office, read by Town Clerk Debbie Hoppe, promising to faithfully carry out the responsibilities of the office and to honor the Constitution of the United States and the laws of the State of Colorado and the Town of Avon.

**2.3. ELECTION OF MAYOR AND MAYOR PRO TEM**

**2.3.1. ROLL CALL OF NEW COUNCIL (TOWN CLERK DEBBIE HOPPE)**

**2.3.2.** A roll call was taken and Council members present were Jake Wolf, Matt Gennett, Sarah Smith Hymes, Jennie Fancher, Megan Burch, Scott Prince and Amy Cramer Phillips

**2.3.3. NOMINATE AND ELECT A TEMPORARY CHAIRPERSON**

Buz Reynolds was nominated to serve as the Temporary Chairperson. The majority of Council approved.

**2.3.4. NOMINATE AND ELECT A MAYOR**

Jennie Fancher and Jake Wolf were nominated. Council voted and the results of the paper ballot vote were read out loud by Town Clerk Debbie Hoppe:

- Five (5) votes for Jennie Fancher, from Megan Burch, Scott Prince, Sarah Smith Hymes, Amy Cramer Phillips and Jennie Fancher
- Two (2) votes for Jake Wolf, from Matt Gennett and Jake Wolf

As a result of the vote, Jennie Fancher was elected to serve as Mayor.





TOWN OF AVON, COLORADO  
AVON MEETING MINUTES FOR THURSDAY, NOVEMBER 17, 2016  
AVON TOWN HALL, ONE LAKE STREET

2.3.5. NOMINATE AND ELECT A MAYOR PRO TEM

Jake Wolf, Sarah Smith Hymes and Megan Burch were nominated. Council voted and the results of the paper ballot vote were read out loud by Town Clerk Debbie Hoppe, as follows:

- Four (4) votes for Sarah Smith Hymes from Jennie Fancher, Scott Prince, Amy Cramer Phillips and Sarah Smith Hymes
- Two (2) votes for Jake Wolf, from Matt Gennett and Jake Wolf
- One (1) vote for Megan Burch, from Megan Burch

As a result of the vote, Sarah Smith Hymes was elected to serve as Mayor Pro Tem.

3. COUNCIL MOTION

Councilor Wolf made a motion to terminate immediately the employment of Town Manager Virginia Egger. Councilor Gennett seconded the motion and the motion failed on a vote of 2 to 5, with Matt Gennett and Jake Wolf voting yes and Jennie Fancher, Sarah Smith Hymes, Megan Burch, Scott Prince and Amy Cramer Phillips voting no.

4. ADJOURNMENT

There being no further business to come before Council, the regular meeting adjourned at approximately 5:57 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 OF AVON, COLORADO**  
**AVON MEETING MINUTES FOR MONDAY, DECEMBER 5, 2016**  
AVON TOWN HALL, ONE LAKE STREET

---

**1. CALL TO ORDER & ROLL CALL**

Mayor Fancher called the meeting to order at 5:00 p.m. A roll call was taken and Council members present were Amy Phillips, Jake Wolf and Scott Prince. Sarah Smith Hymes appeared via phone. Matt Gennett and Megan Burch were absent. Also present were Town Manager Virginia Egger, Town Attorney Eric Heil, Assistant Town Manager Scott Wright, Police Chief Greg Daly, Planning Director Matt Pielsticker, Town Engineer Justin Hildreth, 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**

There were no public comments.

**4. ACTION ITEMS**

START TIME: 00:13:11

4.1. OPENING OF THE PUBLIC HEARING FOR PRESENTATION OF THE AVON HOTEL MAJOR DEVELOPMENT PLAN AND ALTERNATIVE EQUIVALENT COMPLIANCE, REQUEST FOR THE FUNDING OF CERTAIN LANDSCAPING AND UTILITY IMPROVEMENTS, AND PARKING MANAGEMENT PLAN – THE PUBLIC HEARING WILL BE CONTINUED TO DECEMBER 13, 2016 TO ALLOW ADDITIONAL TIME FOR THE REVIEW, PUBLIC COMMENT AND ACTION BY THE TOWN COUNCIL (PLANNING DIRECTOR MATT PIELSTICKER)

Councilor Wolf left the meeting 6:30 p.m.

Michael Cacioppo, Tom Crosby and Peter Lorbiecki commented.

Council members presented direction to town staff and the developer. The item was continued to the December 13, 2016, regular meeting.

4.2. APPROVAL OF DECEMBER 12, 2016 RETREAT AGENDA (MAYOR JENNIE FANCHER)

Councilor Phillips asked to add an item related to the process and timing for how and when Council meeting agendas are set.

**5. ADJOURNMENT**

Mayor Fancher moved to continue the public hearing for the hotel on Lot B to December 13, 2016. Councilor Phillips seconded the motion and it was passed unanimously by those present. The time was 7:32 p.m.



**TOWN OF AVON, COLORADO**  
**AVON MEETING MINUTES FOR MONDAY, DECEMBER 5, 2016**  
AVON TOWN HALL, ONE LAKE STREET

---

**RESPECTFULLY SUBMITTED:**

---

Debbie Hoppe, Town Clerk

**APPROVED:**

Jennie Fancher

Jake Wolf

Matt Gennett

Megan Burch

Albert "Buz" Reynolds

Scott Prince

Sarah Smith Hymes

---

---

---

---

---

---

---



## TOWN COUNCIL REPORT

To: Honorable Mayor and Town Council  
From: Preston Neill, Executive Assistant to the Town Manager  
Date: December 13, 2016  
Topic: Town Code Requirement for Gift Reporting and Disclosure Report

---

The Town Code of Ethics requires disclosure of any gifts received which exceed \$50 in value. "Gifts" includes any present, or offer of future, individual gift, favor, loan, service or thing of value in excess of \$50.00 and such gift is offered due to such person's status as a Town Officer then such Officer shall report such gift and the estimated value to the Town Clerk. The Avon Municipal Code requires the Town Clerk to disclose through a report any gifts offered to any Town Officer per Section 2.30.170 of the Town Code of Ethics.

Please find attached the Town Clerk Gift Reporting Disclosure Report for December 2016, which lists 1) the 2016 Audi Birds of Prey World Cup gift bags that have been given to each member of the Town Council, and 2) the parking medallions, one each, which have been provided to the Mayor and Town Manager.

Town Council is not required to take any action; however, any Town Council member may request Council consideration of a report gift to determine whether such gift constitutes a conflict of interest.

---

In accordance with §7, Article XXIX of the Colorado Constitution and Section 2.30.170, Chapter 2.30 Avon Town Code of Ethics of the Avon Municipal Code, and any other applicable Avon Home Rule Charter provision, ordinance or resolution adopted by the Town of Avon, I, Debbie Hoppe, Town Clerk for Town of Avon, submit the following list of such gifts reported to be received by officers of the Town of Avon:

1. 2016 Audi Birds of Prey World Cup Gift Bags – The eight (8) gift bags provided by the Vail Valley Foundation for the 2016 Birds of Prey World Cup event include a variety of items. The total value of each gift bag equals \$375.00.
2. Beaver Creek Resort Company Parking Medallions – Mayor Jennie Fancher and Town Manager Virginia Egger received parking medallions from the Beaver Creek Resort Company, allowing them to park for free for the year. The total value of each parking medallion is expected to exceed \$50 as the Beaver Creek Resort Company has indicated that it costs approximately \$1,200 per year to lease one of their parking spots.

Submitted to the Avon Town Council on December 13, 2016.

---

Debbie Hoppe, Town Clerk

TO: Honorable Mayor Fancher and Town Council members  
FROM: Eric J. Heil, Town Attorney  
RE: Conservation Easement on Buck Creek Open Space Tracts  
DATE: December 8, 2016

---

**SUMMARY:** The Town of Avon was approached by Walking Mountains Science School ("Walking Mountains") and Eagle County with a proposal for the Town of Avon to grant a Conservation Easement ("Easement") on approximately 97.3 acres of Town owned open space to supplement a proposed 5.8 acre open space acquisition on Buck Creek Road by Walking Mountains Science School. The form of Easement proposed by Eagle County is attached along with a diagram depicting the Town open space to be placed into the Easement.

**TERMS:** The Easement includes most terms that are in the standard conservation easement form that used by Eagle County and land trusts. The Easement is in perpetuity and cannot be terminated unless by court order. The "Purpose" of the Easement is to preserve the public access for passive recreation and education, preserve the relatively natural habitat, and preserve the scenic values of the open space.

The granting of the Easement by the Town would effectively prevent future Town Council's from ever changing the current zoning from open space and developing the property. The Easement would also impose greater restrictions than the current open space zoning to essentially preserve the property in its current state. New or expanded future uses are generally required to be "consistent with the "Purpose"" of the Easement, which is to ensure that the "Conservation Values" are protected in perpetuity. The Grantee (Eagle County) determines whether any new use or land management practice is consistent with the purpose.

The Town retains certain rights ("provided such acts or uses are consistent with the Purpose") to construct new passive recreation improvements (e.g. picnic tables, benches, trail head parking, trail head restroom); construct new unpaved roads for utilities, drainage, slope stabilization and landscaping; construct up to two miles of new passive recreation trails; maintain existing utility improvements; construct new drainage improvements; and construct retaining walls. The construction of any new underground utility improvements would be subject to review and approval of the Grantee.

The balance of the Easement is consistent with the form typically used by the County and land trusts.

**PROPOSED MOTION:** "I move to approve Resolution No. 16-37 Granting a Conservation Easement for the Avon Northside Parcels."

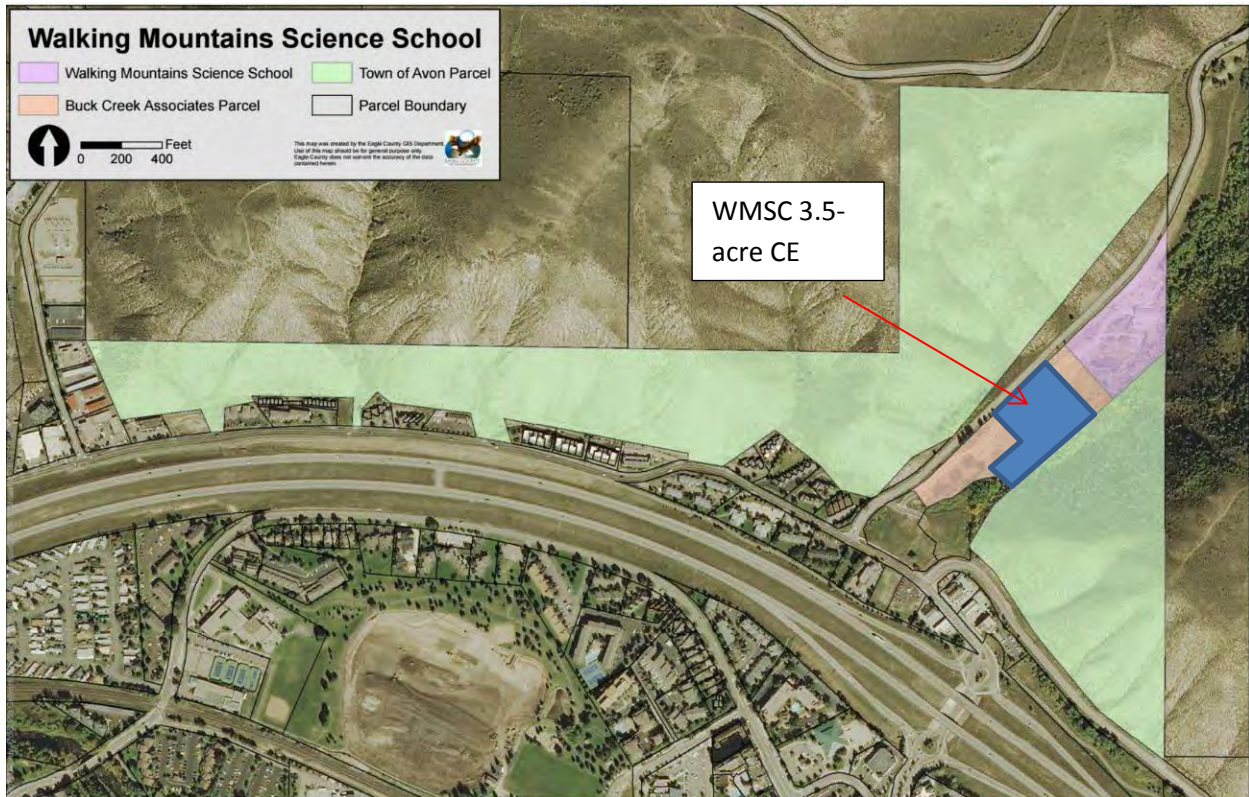
*Thank you, Eric*

**ATTACHMENTS:** Project Summary from Toby Sprunk, County Open Space Director  
Diagram of Town open space parcels  
Form of Conservation Easement



EAGLE VALLEY LAND TRUST

Buck Creek/Walking Mountains Open Space Project Summary Sheet



Town of Avon, Buck Creek Parcels in Green above



Owners: Town of Avon ( $71.86 + 24.64 = 96.5$  acres)

Walking Mountains Science Center (3.51 acres)

**Summary:** A planned perpetual conservation easement encumbering approximately 3.5 acres owned by Walking Mountains and surrounding 96.5 acres owned by the Town of Avon. Walking Mountains will acquire approximately 6 acres along Buck Creek, south of its campus. It will place employee housing and future education facilities on a portion of that land, and donate a conservation easement to Eagle Valley Land Trust (EVLTL) on the balance of the parcel (approximately 3.51 acres) upon which it intends to continue public educational programming and allow public recreational access. The county intends to commit \$1M toward the conservation of this parcel of land for the benefit the public will receive. This \$1M commitment is contingent up on the Town of Avon conveying a conservation easement over the adjacent two parcels to Eagle Valley Land Trust. The county intends to commit an additional \$100,000 toward the transaction costs of the conservation easement grants to be split equally between Walking Mountains and the town unless otherwise agreed by the parties. Such costs include EVLTL project fee, EVLTL legal fees, baseline documentation, EVLTL Stewardship and Defense Fund payments, title insurance and closing costs and any other due diligence that may be required.

**Conservation Values:** Scenic open space and public education and recreation.

**Scenic Open Space:** The Property's preservation will provide scenic enjoyment to the general public because the Property is in an undeveloped and natural condition, featuring a mosaic of natural vegetation communities across dramatic topography. As such, the Property adds to the scenic character, openness, and variety of the local rural landscape. The Property is visually accessible to the public from Interstate Highway 70, Nottingham Road, Buck Creek Road, and from nearby adjacent Town of Avon open space properties and the public trails located thereon, which are actively used by the citizens of the Town of Avon, Eagle County and the State of Colorado.

**Public Access:** Outstanding public benefit will be derived from the public recreation opportunities that will be preserved on the Property by virtue of future community and regional trail connections. The conservation easement for the Walking Mountains property will allow for a trail or trails to be determined in the future. The language from the conservation easement states the following:

“Grantor may maintain and repair any Trail existing on the Property as of the Effective Date. The Property is subject to an easement to the Town of Avon for construction of a new Trail. In addition, Grantor intends to establish a new Trail on the Property, the location of which is subject to Grantee's approval. Except as described in the previous two sentences, Grantor may not construct or establish any new Trail on the Property unless approved as part of the Management Plan or otherwise approved by Grantee pursuant to Sections 17 (Grantor's Notice) and 18 (Grantee's Approval). Grantor reserves the right to make improvements to the Trails and allow use of the Trails as may be required under the law to comply with 42 U.S.C. §§12101 et seq.

The conservation easement for the Town of Avon Parcels may contain similar, or the same language.

NOTE: Approval of additional trails will not be particularly cumbersome if wildlife habitat is not listed as a conservation value for the Property (as differentiated from the West Avon Preserve, which conservation easement was written to require protection of wildlife habitat).









Uses of funding (estimated):

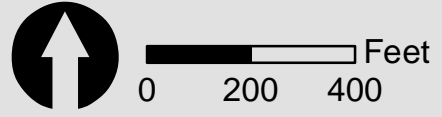
EVLT Project Fee	\$10,000
EVLT legal fees	\$10,000
Stewardship fund	\$30,000
Defense fund	\$ 3,000
Baseline	\$ 3,800
Title Policy	\$ 3,000
Mineral Remoteness	\$ 2,000
Closing Costs	<u>\$ 500</u>
Total:	\$62,300

**Next Steps**

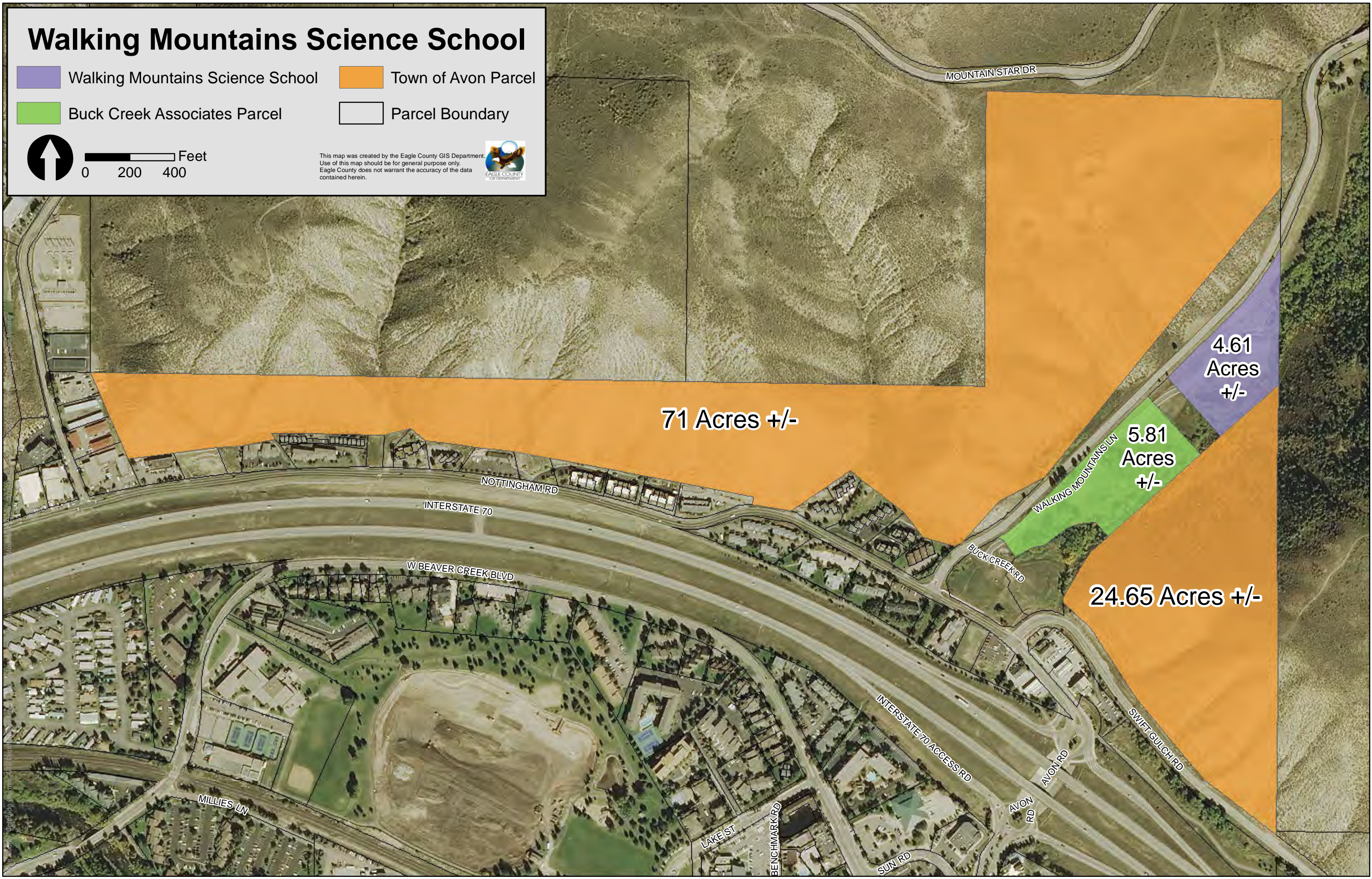
- Town of Avon Approval
- Drafting of Option Agreement and CE (EVLT lead)
- Due Diligence (EVLT Lead)
- Closing

# Walking Mountains Science School

-  Walking Mountains Science School
-  Town of Avon Parcel
-  Buck Creek Associates Parcel
-  Parcel Boundary



This map was created by the Eagle County GIS Department.  
Use of this map should be for general purpose only.  
Eagle County does not warrant the accuracy of the data  
contained herein.





**RESOLUTION NO. 16-37  
GRANTING A CONSERVATION EASEMENT FOR  
THE AVON NORTHSIDE PARCELS**

**WHEREAS**, Eagle County and Walking Mountains Science Center have proposed to partner with the Town of Avon to convey conservation easements on certain lands to protect such lands and to provide County open space funds to facilitate Walking Mountains Science Center's acquisition of lands adjacent to the existing science center facility on Buck Creek road; and

**WHEREAS**, the Town Council finds that approval of the attached Conservation Easement will promote the health, safety, prosperity, convenience and general welfare of the Avon community by preserving lands for passive recreation, educational, natural habitat and scenic value purposes.

**NOW THEREFORE**, the Avon Town Council, hereby **RESOLVES** to approve the DEED OF CONSERVATION EASEMENT which is attached to this Resolution as Exhibit A.

**ADOPTED December 13, 2016 by the AVON TOWN COUNCIL**

**By:** \_\_\_\_\_  
**Jennie Fancher, Mayor**

**Attest:** \_\_\_\_\_  
**Debbie Hoppe, Town Clerk**

# EXHIBIT A: DEED OF CONSERVATION EASEMENT

After recording, please return to:  
Eagle County  
Attn: Toby Sprunk, Director of Open Space  
P.O. Box 850  
Eagle, Colorado 81631

Any time the Property is transferred by Grantor to any third party, Grantor shall pay a transfer fee of \$500 to Grantee and notify Grantee pursuant to the requirements of **Section 11** of this Deed.

## DEED OF CONSERVATION EASEMENT

### *Avon Northside Parcels*

THIS DEED OF CONSERVATION EASEMENT (“**Deed**”) is granted on this \_\_\_\_ day of December, 2016, by the **TOWN OF AVON**, a Colorado municipal corporation, a/k/a Town of Avon, Colorado (“**Grantor**”), the address of which is One Lake Street, P.O. Box 975, Avon, Colorado 81620, to **EAGLE COUNTY, COLORADO**, a body corporate and politic (“**Grantee**”), the address of which is P.O. Box 850, Eagle, Colorado 81631. (Grantor and Grantee are individually referred to herein as a “**Party**”, and are collectively referred to herein as the “**Parties**”). The following exhibits are attached hereto and are incorporated by reference:

- Exhibit A: Description of the encumbered portion of Tract B
- Exhibit B: Description of Tract C
- Exhibit C: Map of the encumbered portion of Tract B
- Exhibit D: Map of Tract C
- Exhibit E: Baseline Documentation Report
- Exhibit F: Sample Notice of Transfer of Property

### RECITALS:

A. **Description of Property.** Grantor is the sole owner in fee simple of approximately 97.3 acres of real property located in Eagle County, Colorado, more particularly described in **Exhibit A** and **Exhibit B** and depicted in **Exhibit C** and **Exhibit D**, all of which are attached hereto and made a part hereof (the “**Property**”). The Property is comprised of a 72.7 acres, more or less, of the northerly parcel known as Tract B and the 24.64 acre, more or less, southeasterly parcel known as Tract C, as shown on **Exhibits C and D**.

B. **Conservation Purposes.** The conservation purposes of a qualified conservation easement must include one or more of the following: (1) to preserve land for outdoor recreation by or education of the general public; (2) to protect relatively natural habitat of fish, wildlife or plants; (3) to preserve open space; and (4) to preserve historically important land or structures. The conservation purposes set forth in this Recital B and referred to hereafter in this Deed are collectively referred to as the “**Conservation Values**.”

# EXHIBIT A: DEED OF CONSERVATION EASEMENT

The Conservation Values of the Property are as follows:

1. **Public Recreation or Education.** The Property is intended to be used for passive public recreation and education including, but not limited to, public trails. There are no formal trails on the Property as of the Effective Date (defined below) , although there are some social trails; future trails on the Property will connect with an extensive trail system on adjoining public lands, enhancing trail system accessibility and connectivity for the public.

2. **Relatively Natural Habitat.** The Property supports native sagebrush shrublands, mixed conifer forest, small areas of aspen and cottonwood stands, and riparian areas that provide forage, cover, breeding habitat, and migration corridors for a variety of wildlife species, including migratory songbirds, raptors, small mammals, and big game. The Property's habitat is significant because it provides or potentially provides habitat for species considered rare, threatened, endangered, or of special concern—namely bald eagle (a State of Colorado Species of Concern). The Property lies within bald eagle winter foraging range. The Property also provides: (i) overall range for elk, including winter concentration, and summer, winter and severe winter range, (ii) overall range, winter range and migration corridor concentration areas for mule deer, (iii) overall range for black bear, and (iv) overall range for mountain lion. These big game species contribute significantly to the biodiversity of the region and to the economy of Eagle County and the State of Colorado.

3. **Open Space.** The Property qualifies as open space because it is being preserved for the scenic enjoyment of the general public and pursuant to clearly delineated federal, state, and local governmental conservation policies, and will yield a significant public benefit.

a. **Scenic Enjoyment.** The Property's preservation will provide scenic enjoyment to the general public because the Property is in an undeveloped and natural condition, featuring a mosaic of natural vegetation communities across dramatic topography. The Property adjoins private owned lands or roads on all sides. The east parcel adjoins the pending Walking Mountains conservation easement along Buck Creek, and both parcels adjoin the Mountain Star conservation easement held by the Town of Avon (Figures 2 and 4 of the Baseline Documentation Report). All other adjacent lands are in residential duplex or light industrial or commercial zones or zoned for planned unit development or planned unit development open space. The Property provides open space near the Town of Avon. On a landscape scale, the position of the conservation easement will protect the scenic value and natural, open character of lands around the Town of Avon in the Eagle Valley. The Property is visually accessible to the public from Interstate Highway 70, Nottingham Road, Buck Creek Road, and various trails which are open to and actively utilized by residents of the Town of Avon, Eagle County and the state of Colorado.

## EXHIBIT A: DEED OF CONSERVATION EASEMENT

b. Clearly Delineated Government Conservation Policy. Protection of the Property furthers the specific objectives of those clearly delineated government conservation policies set forth in Recitals D and E below.

c. Significant Public Benefit. There is a foreseeable trend of urbanization and rural subdivision development in the vicinity of the Property and the surrounding areas within the Town of Avon and Eagle County. There is a strong likelihood that development of the Property would lead to or contribute to degradation of the scenic and natural character of the area. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its scenic values.

These Conservation Values are of great importance to Grantor, Grantee, the residents of Eagle County, and the residents of the state of Colorado. It should also be noted that the terms of the Easement (defined below) do not permit a degree of intrusion or future development that would interfere with the essential scenic quality of the Property.

### **D. State Policy Concerning Conservation Easements.**

1. C.R.S. § 33-1-101 provides in relevant part that "it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors."

2. C.R.S. § 33-10-101 provides "It is the policy of the state of Colorado that the natural, scenic, scientific, and outdoor recreation areas of this state are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and visitors of this state."

3. C.R.S. § 38-30.5-102 provides for the creation of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational, forest or other use or condition consistent with the protection of open land, environmental quality or life sustaining ecological diversity . . ."

4. The Colorado Department of Transportation statutes (C.R.S. § 43-1-401, et seq.) provide that the "preservation and enhancement of the natural and scenic beauty of this state" are of substantial state interest.

### **E. Other Supporting Government Policy.**

1. Eagle County Resolution No. 02-123 provides for the creation of an open space mill levy for the purpose of acquiring, maintaining, or permanently preserving open space to preserve wildlife habitat, protect working farms and ranches, conserve scenic

## EXHIBIT A: DEED OF CONSERVATION EASEMENT

landscapes and vistas, protect wetlands and floodplains, or provide public access points to rivers and streams.

2. Eagle County Resolution No. 16-064 establishes that certain characteristics and/or traits make a property worthy of protection through the Open Space Program, such as and not by way of limitation, fish and wildlife habitat or migration routes; working farms and ranches; scenic landscapes and vistas; wetlands, floodplains or other riparian habitat; public access to rivers and streams or lands open to the public; dispersed recreation; geographic or topographic formations; rare or significant flora or fauna; cultural historic values; or other natural, open space or conservation values.

3. The Eagle County Comprehensive Plan states that: “Eagle County is a place where natural ecosystems are preserved and maintained in order to assure the health and wellbeing of local wildlife populations.”

4. The Eagle County Comprehensive Plan states that: “The integrity, quality and interconnected nature of critical wildlife habitat in Eagle County should be preserved.”

5. The Eagle County Comprehensive Plan states that: “A variety of approaches should be utilized to preserve land as open space” including conservation easements.

6. The Town of Avon Comprehensive Plan states in Goal I.1 that it is a goal of the Plan to “provide an exceptional system of parks, trails, and recreational programs to serve the year round leisure needs of area residents and visitors.”

F. **Baseline Documentation Report.** In order to document the condition of the Property as of the Effective Date, a report has been prepared by Rare Earth Science, LLC and dated \_\_\_\_\_, 2016 (the “**Baseline Report**”). The Baseline Report contains a natural resources inventory and also documents the Conservation Values and the characteristics, current use, and status of improvements on and development of the Property. The Baseline Report is acknowledged by Grantor and Grantee as an accurate representation of the Property at the time of the transfer. The Baseline Report has been provided to both Parties, is attached as an exhibit and incorporated herein by this reference, and may be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Easement. However, the Baseline Report is not intended to preclude the use of other evidence to establish the condition of the Property as of the Effective Date.

G. **Eagle County Open Space.** Transaction costs associated with the grant of this Easement were funded by the Eagle County Open Space Program (the “**County**”).



## EXHIBIT A: DEED OF CONSERVATION EASEMENT

NOW, THEREFORE, in consideration of the recitals set forth above, incorporated herein by reference, and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, Grantor voluntarily grants and conveys to Grantee and Grantee voluntarily accepts, a perpetual conservation easement in gross (“**Easement**”), an immediately vested interest in real property defined by C.R.S. §§ 38-30.5-101, *et seq.*, and of the nature and character described in this Deed, for the purpose of preserving and protecting the Conservation Values in perpetuity, subject to, and without affecting, any currently-existing rights, if any, of third parties or the United States, encumbering the Property, under Federal law, Colorado statutory law or common law (“**Third-Party Rights**”).

1. **Purpose.** The purpose of this Easement is to ensure that Grantor preserve and protect in perpetuity the Conservation Values as they exist upon the Effective Date (defined below) and as they may evolve in the future, in accordance with C.R.S. § 38-30.5-101, *et seq.* (“**Purpose**”). To effectuate the Purpose of this Easement, the Parties agree. to permit acts on and uses of the Property that are consistent with the Purpose and not expressly prohibited by this Deed and to restrict or prohibit acts on and uses of the Property that are not consistent with the Purpose. In this Deed, “consistent with the Purpose” shall mean acts on and uses of the Property that have a positive impact, neutral impact, or no impact on the Conservation Values as determined by Grantee in its sole discretion in accordance with the terms of this Deed. This Deed sets forth certain uses and activities that are expressly permitted and consistent with the Purpose, but subject to specified qualifications, conditions, and requirements of, and procedures for, prior notice to or approval of Grantee.

2. Nothing in this Easement is intended to compel a specific use of the Property other than the preservation and protection of the Conservation Values.

3. **Rights of Grantee.** To accomplish the Purpose of this Easement, this Deed conveys the following rights to Grantee:

A. To preserve and protect the Conservation Values in perpetuity, subject to and limited by Grantor’s reserved rights;

B. To enter upon the Property at reasonable times to monitor Grantor’s compliance with and otherwise enforce the terms of this Easement; provided that, prior to such entry, Grantee shall first provide at least seven (7) days notice to Grantor, and Grantee shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property;

C. To prevent any activity on or use of the Property that is inconsistent with the Purpose or the express terms of this Easement and, except as limited by **Section 8**, Grantee may require the restoration of such areas or features of the Property that are damaged by an inconsistent activity or use;

D. To enforce the terms and provisions of this Easement;

## EXHIBIT A: DEED OF CONSERVATION EASEMENT

E. To place signs on the Property that identify the land as being protected by this Easement paid for through the use of Eagle County Open Space dollars, provided that the size, number, and location of such signs are subject to Grantor's reasonable approval; and

F. All Development Rights as defined in **Section 25** (Development Rights), except as specifically reserved by Grantor herein. Grantor does not have the right to use or transfer any Development Rights conveyed to Grantee by this Deed.

Nothing in this Section shall preclude the right of Grantee to enforce the preservation and protection of the Conservation Values or any other provisions of this Easement.

4. ***Rights Retained and Reserved by Grantor.*** Grantor retains the right to perform any act on or use of the Property that is not prohibited or restricted by this Deed provided such acts or uses are consistent with the Purpose.

5. ***No Management Plan.*** The Parties agree that no management plan is required for the Property under this Deed.

6. ***Property Improvements.*** Improvements, as documented in the Baseline Report as existing as of the Effective Date may be maintained, repaired and replaced in their current location. The installation, placement or construction of any other improvement is prohibited unless expressly permitted by this **Section 5**.

A. ***Improvements.*** Grantor shall have the right to construct new improvements ("**Improvements**") on the Property only to the extent described herein, provided that any surface area disturbed by activity related to Improvements shall be restored and revegetated by the end of two full growing seasons after completion of such activity. For the purposes of this sub-section A, "construct" shall include placement, installation, maintenance, repair and replacement of Improvements.

i. ***Passive Recreation Improvements.*** Without further notice to or approval by Grantee, Grantor may construct the following new improvements: (a) interpretive and directional signage; (b) wildlife resistant trash collection containers; (c) picnic tables; (d) benches and seating; (e) trail head parking no larger than one and one half acres; (f) trail head restroom or sanitation facilities no larger than 1,200 square feet; and (g) landscaping. With prior written approval of Grantee pursuant to **Section 17** (Grantor's Notice) and **Section 18** (Grantee's Approval), Grantor may construct trail head parking larger than one and one half acres, restroom facilities larger than 1,200 square feet and/or appurtenant improvements to the passive recreation improvements.

ii. ***Roads.*** For purposes of this Section, "**Roads**" shall mean any existing or new permanent road that is graded, improved or maintained, including

## EXHIBIT A: DEED OF CONSERVATION EASEMENT

any seasonal unimproved roads and two-track roads. Grantor may only construct Roads as may be reasonably necessary for the purpose of: (a) utility construction and maintenance; (b) drainage improvement construction and maintenance; (c) slope stabilization work; (d) landscaping; and, (e) revegetation. Grantor shall not pave or otherwise surface any Road with impervious surfaces except to the limited extent needed for erosion control. The alignment, width and design of any Roads shall minimize surface disturbance and minimize any potential erosion. Prior to construction of any new Road, Grantor agrees to provide at least 30 days written notice to Grantee.

*iii. Trails.* For the purposes of this Section “**Trails**” shall mean any unimproved or improved path, or unpaved trail constructed or established by human use, but shall not include trails established by wildlife or livestock. Grantor may maintain existing social trails and construct up to two miles of unpaved Trails on the Property, upon notice to, but without further approval of Grantee. Grantor may construct, maintain and establish additional trails (in excess of two miles) with the prior written approval of Grantee, which approval shall not be unreasonably withheld, pursuant to **Sections 17** (Grantor’s Notice) and **18** (Grantee’s Approval). The surface of the Trails shall be dirt, gravel, rock, or other natural surface, the width of any Trail tread shall not exceed three (3) feet, and the Trails may include railings and steps. Permitted uses of the trails include hiking, running, mountain biking, cross-country skiing, snowshoeing, equestrian, birdwatching and wildlife viewing, flora viewing, and other passive recreational and educational uses. Grantor may not permit motorized use of the Trails by the public. Grantor reserves the right to make improvements to the Trails and allow use of the Trails as may be required under the law to comply with 42 U.S.C. §§12101 *et seq.* Maintenance of the Trails shall be the responsibility of Grantor, at Grantor’s discretion, sole cost and expense.

*iv. Fences.* Grantor may maintain, repair and replace existing fences and construct new fences anywhere on the Property, provided that any new fences shall be designed and constructed to conform to the then-existing wildlife-friendly fencing guidance from Colorado Parks and Wildlife (or its successor agency). To the extent that no such guidance exists, such fences shall be designed to minimize, to the extent practicable, impacts on wildlife and to adequately exclude livestock where livestock are present on land adjacent to the Property.

*v. Utility Improvements.* Existing energy generation or transmission infrastructure and other existing utility improvements, if any, including but not limited to: (i) electric power poles, transformers, and lines; (ii) telephone and communications towers, poles, and lines; and (iii) (“**Utility Improvements**”), may be repaired or replaced with an improvement of similar size and type at their current locations on the Property and may be further developed or expanded in accordance with Section 5 B without further permission from Grantee. Grantor shall not otherwise enlarge or construct any new Utility Improvements, including

## EXHIBIT A: DEED OF CONSERVATION EASEMENT

natural gas pipelines or renewable energy generation systems, including by not limited to, wind, solar, geothermal or hydroelectric unless consistent with the Purpose and approved in writing by Grantee pursuant to **Sections 17** (Grantor's Notice) and **18** (Grantee's Approval). Prior to the enlargement or construction on the Property of any permitted Utility Improvements permitted under Section 5B , Grantor shall provide at least 30 days written notice of such construction to Grantee. Following the repair, replacement, or construction of any Utility Improvements, Grantor shall promptly restore any disturbed area to a condition consistent with the Purpose. Any easement, right of way or other interest granted to a third party or otherwise reserved, to be used for Utility Improvements is subject to **Section 7.G** (Easements, Rights of Way or Other Interests).

*vi. **Underground Utility Improvements.*** Grantor may construct new or expanded underground public utility improvements ("**Underground Utility Improvements**") provided the Grantee determines the proposed Underground Utility Improvement is consistent with the Purpose, pursuant to **Sections 17** (Grantor's Notice) and **18** (Grantee's Approval) of this Deed. Following the construction, expansion or repair of any Underground Utility Improvements, Grantor shall promptly restore any disturbed area to a condition consistent with the Purpose. Any easement, right of way or other interest granted to a third party or otherwise reserved, to be used for Utility Improvements is subject to **Section 7.G** (Easements, Rights of Way or Other Interests).

*vii. **Drainage Improvements.*** Grantor may construct new or expanded drainage and flood control improvements, including but not limited to grading, impoundments, and control structures. Prior to construction of any new or expanded drainage or flood control improvements, Grantor shall give Grantee at least 30 days written notice, unless such improvements are intended to respond to or prevent damage after occurrence identified in **Section 35**, in which case no notice is required.

*viii. **Retaining Walls.*** Grantor may construct retaining walls for the purpose of slope stabilization, erosion control, and/or support of any Improvements permitted in this Sub-Section A. Prior to construction of any new retaining walls, Grantor shall give Grantee at least 30 days written notice, unless such improvements are intended to respond to or prevent damage after occurrence identified in **Section 35**, in which case no notice is required.

*ix. **Signs.*** Grantor may place and maintain interpretive and directional signs, provided that such signs do not exceed eight (8) square feet. Grantor may place larger signs on the Property with Grantee's approval pursuant to **Sections 17** (Grantor's Notice) and **18** (Grantee's Approval).

*x. **Existing and New Water Features.*** The maintenance and repair of existing non-domestic water improvements such as ponds, reservoirs, irrigation

## EXHIBIT A: DEED OF CONSERVATION EASEMENT

ditches, pipes, headgates, flumes, pumps, or wells, if any, is permitted. The construction of new water improvements or enlargement of existing water improvements is permitted upon Grantee's approval pursuant to Sections 17 (Grantor's Notice) and 18 (Grantee's Approval). Any portion of the Property that is disturbed by the maintenance, repair, construction or enlargement of water improvements shall be restored to a condition that is consistent with the Purpose promptly after said activity is completed.

**B. Matters of Record.** Grantor and/or the beneficiary or grantee of any easements, rights-of-way, or other instruments of record ("**Matters of Record**") recorded as of the date and time this Deed is recorded shall have all rights stated in any such easement to construct, install, place, relocate, maintain, repair, replace, or expand such utilities and improvements to the extent set forth in such easement. This Deed shall neither operate nor be construed to affect, expand, diminish or restrict the rights of any parties or beneficiaries of any Matters of Record recorded as of the date and time of the recording of this Deed.

**7. Resource Management.** Grantor recognizes the importance of good resource management and stewardship to preserve and protect the Conservation Values. To this end, Grantor shall conduct the following uses of the Property in accordance with the provisions below and in a manner that is consistent with the Purpose. If Grantee believes any resource management practice(s) are not consistent with the Purpose, Grantee, in addition to all of its rights under this Deed, may request that the Parties consult with a mutually agreed upon resource management professional with a mutually agreed upon fee for services. This professional will provide written recommendations for said resource management practice(s) and Grantor shall follow the resource management professional's reasonable recommendations, only after Grantor and Grantee have jointly determined that said recommendations are consistent with the Purpose. Grantor shall pay the costs for such consultation, including any fees for the resource management professional.

**A. Motor Vehicles.** Grantor, and any other entity or person Grantor authorizes, may use motorized vehicles, including without limitation all-terrain vehicles and construction vehicles (i) on any Roads, and (ii) on any portion of the Property that is not a Road, provided that such vehicles shall be used only for construction, maintenance, and replacement of the improvements permitted by this Easement or for property management purposes including, but not limited to, maintenance of the Trails, weed control, habitat restoration and improvement. Notwithstanding the foregoing, Grantor shall have the right to permit motorized access on the Trails in order to comply with 42 U.S.C. §§ 12101 et seq. Any portion of the Property disturbed due to the use of motor vehicles shall be restored to a condition as close to its original condition as reasonably practicable.

**B. Timber.** Grantor may cut trees to control insects and disease, to control invasive species, to prevent personal injury and property damage, and for fire mitigation purposes including limited and localized tree and vegetation thinning and the creation of

## EXHIBIT A: DEED OF CONSERVATION EASEMENT

defensible space for permitted improvements. Grantor may also cut dead trees for habitat improvement and the construction of permitted Improvements and fences on the Property. Any fire mitigation activities shall be conducted in substantial accordance with a forest management plan prepared by a professional forester at Grantor's sole cost and expense, which plan shall be reviewed by Grantee (at Grantee's sole cost and expense), and shall not be effective unless and until approved by Grantee pursuant to **Sections 17** (Grantor's Notice) and **18** (Grantee's Approval).

C. ***Relatively Natural Habitat.*** Grantor may conduct any activities to create, maintain, restore, or enhance wildlife habitat and native biological communities on the Property, provided that such activities are consistent with the Purpose without Grantee's approval. If such activities could be inconsistent with the Purpose, , Grantor must first notify Grantee and obtain Grantee's consent pursuant to **Sections 17** (Grantor's Notice) and **18** (Grantee's Approval).

D. ***Minerals and Other Deposits.*** As of the Effective Date, Grantor owns all of the coal, oil, gas, hydrocarbons, and other minerals (the "**Minerals**") located on, under, or in the Property or otherwise associated with the Property. This Easement expressly prohibits the mining or extraction of Minerals using any surface mining method. So long as such activity is consistent with the Purpose, Grantor may, with Notice and Approval of Grantee under **Section 17** and **Section 18**, permit subsurface access to Minerals from locations off the Property, provided that Grantor shall not permit such subsurface access to disturb the subjacent and lateral support of the Property.

E. ***Recreation and Education.*** Grantor may undertake, or permit members of the public to undertake passive, non-motorized recreation on the Property, provided such activities are consistent with the Purpose and the restrictions provided herein. Notwithstanding the foregoing, Grantor may allow motorized access in the manner otherwise permitted in **Section 6**.

F. ***Water Rights.*** No water rights are encumbered by this Easement.

G. ***Special Events.*** Grantor also reserves the right to conduct special events on the Property, provided such special events are consistent with the Purpose, and the scale, scope and duration of the special event is not expected to cause impact to the Conservation Values. Grantor must conduct such special events in a manner that minimizes damage to the Conservation Values and promptly and diligently re-vegetates any disturbed areas with native seed and/or vegetation. Events with expected attendance of more than 500 people and/or with an expected duration of more than 24 hours require approval by Grantee pursuant to **Section 17** (Grantor's Notice) and **Section 18** (Grantee's Approval).

H. ***Public Access.*** Nothing contained herein shall be construed as affording the public access to any portion of the Property. The Parties acknowledge that Grantor

## EXHIBIT A: DEED OF CONSERVATION EASEMENT

reserves the right to permit public access to the Property consistent with the Purpose, for use by the public for purposes permitted by this Deed.

I. **Weed Control.** The Parties recognize the potential negative impact of noxious weeds and invasive plant species on the Conservation Values. Grantor shall manage noxious weeds and invasive plant species in a manner consistent with the Purpose. Grantee has no responsibility for the management of noxious weeds and invasive plant species.

J. **Wildfire.** In the event of a wildfire, any and all methods of extinguishing the fire are permissible. Also, in the event of a wildfire, the Property is available for staging of fire activities and camping for firefighters depending on the severity of an event.

### 8. **Restricted Practices.**

A. **Subdivision.** Grantor and Grantee agree that the division, subdivision or de facto subdivision of the entire Property (which includes the non-contiguous northerly and southeasterly tracts), whether by legal or physical process, into two or more parcels of land or partial or separate interests (including, but not limited to, condominium interests or the partition of undivided interests) is prohibited. At all times Grantor shall own and convey the Property as a single parcel which shall be subject to the terms and conditions of this Easement, regardless of whether the Property now consists of separate parcels, was acquired as separate parcels, or is treated as separate parcels for property tax or other purposes. Grantor may own the single parcel by joint tenancy or tenancy in common, consistent with **Section 28** (Joint and Several Liability) and **29** (Ownership by Single Entity Consisting of Multiple Parties); provided, however, that Grantor shall not undertake any legal proceeding to partition, subdivide or divide in any manner such undivided interests in the single parcel.

B. **Surface Disturbance.** Any alteration of the surface of the land, including without limitation, the movement, excavation, extraction or removal of soil, sand, gravel, rock, peat or sod, is prohibited, unless such alteration is associated with permitted acts on and uses of the Property.

C. **Commercial or Industrial Activity.** Grantor shall not conduct or allow industrial uses on the Property. Grantor shall not conduct or allow commercial uses of the Property that are inconsistent with the Purpose.

D. **Trash.** Grantor may not dump or accumulate any kind of trash, sludge, or refuse on the Property, except for trash contained within wildlife resistant trash containers.

## EXHIBIT A: DEED OF CONSERVATION EASEMENT

E. ***Hazardous Materials.*** Grantor may use agri-chemicals on the Property in accordance with all applicable federal, state or local laws. For purposes of this Easement, “Hazardous Materials” shall mean any “hazardous substance” as defined in §9601(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), “pollutant or contaminant” as defined in § 9601(33) of CERCLA, or any hazardous waste as defined in C.R.S. §25-15-101(6). 40 C.F.R. § 302.4 provides a non-exhaustive list of over 600 substances that qualify as hazardous substances under CERCLA. The use, treatment, storage, disposal, or release of Hazardous Materials and/or agri-chemicals shall only be permitted in accordance with applicable, federal, state and local law and regulations. Without limiting the foregoing, nothing in this Easement shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee, have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of CERCLA, as amended.

F. ***Easements, Rights of Way or Other Interests.*** The conveyance or modification of an easement, right of way or other similar interest is prohibited unless Grantee determines that the proposed conveyance or modification is consistent with the Purpose, pursuant to **Sections 17** (Grantor’s Notice) and **18** (Grantee’s Approval).

G. ***Other Restricted Uses.*** Grantor shall not use the Property for the construction or operation of developed recreational facilities such as golf courses, athletic fields, motorized vehicle tracks, equestrian facilities or other non-dispersed types of recreation, nor may the Property be used for sod farms, helicopter pads, and airstrips. Grantor shall not allow the Property to be used for hunting or the discharge of weapons by the public.

H. ***Telecommunications Facilities.*** Except as allowed under **Section 5B**, Grantor shall not erect, construct, install, relocate, or use a communication facility, telecommunication facility, network element, telecommunication equipment, or any other equipment or material that may be used for telecommunications or to provide telecommunication services (as such terms are defined in The Federal Telecommunications Act of 1996, as may be amended) unless Grantee determines that the proposed facility is consistent with the Purpose pursuant to **Sections 17** (Grantor Notice) and **18** (Grantee’s Approval) of this Deed.).

9. ***Responsibilities of Grantor and Grantee Not Affected.*** Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligations of Grantor as owner of the Property. Additionally, unless otherwise specified below, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Grantor shall continue to be solely responsible and Grantee shall have no obligation for the upkeep and maintenance of the Property and Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law. Among other things, this shall apply to:



## EXHIBIT A: DEED OF CONSERVATION EASEMENT

A. **Taxes.** Grantor is a tax-exempt entity. However, if Grantor or the Property ever becomes subject to real or personal property taxes or assessments levied against the Property, Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same. If for any reason Grantor fails to pay any taxes, assessments or similar requisite charges, Grantee may pay such taxes, assessments or similar requisite charges, and may bring an action against Grantor to recover all such taxes, assessments and similar charges plus interest thereon at the rate charged delinquent property taxes by the county assessor's office in which the Property is located.

B. **No Liability.** Grantee shall not be liable for injury or damages occurring on, or arising from, the Property unless due solely to the gross negligence or intentional acts of the Grantee. Liability of Grantor, if any, shall not exceed an amount equal to any limits set forth in the Colorado Governmental Immunity Act now existing or as may hereafter be amended, nor confer any rights or benefits on any person or activity not a party to this Agreement. Grantor does not waive or intend to waive the limitations on liability which are provided to it under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. Grantor agrees to obtain and maintain at all times, commercial general liability insurance consistent with the limits set forth in the Governmental Immunity Act, naming Grantee as an additional insured. Grantor shall provide proof of such insurance at any time requested by Grantee. Nothing herein shall create liability for the Grantee as a result of their contributions to the Property and this Easement.

### 10. **Enforcement.**

A. **General Provisions.** Grantee shall have the right to prevent and correct or require correction of violations of the terms of this Deed. If Grantee determines that immediate entry is required to inspect for, prevent, terminate, or mitigate a violation of the terms of this Deed, Grantee may enter the Property without advance notice. If such entry occurs, Grantee shall notify Grantor within a reasonable time thereafter. If Grantee determines that a violation has occurred, Grantee shall notify Grantor, of the nature of the alleged violation in writing. Upon receipt of said notice, Grantor shall immediately cease the alleged violation and within thirty (30) days either (i) if necessary, provide a written plan for restoration and remediation of the Property and, once approved by Grantee, restore or remediate the Property in accordance with the plan; or (ii) provide written documentation demonstrating that the activity is permitted and is not a violation. Grantee's acceptance of Grantor's actions under (i) or (ii) above shall be in Grantee's sole discretion, and shall be confirmed by Grantee in writing. If Grantor is unable or unwilling to immediately cease the alleged violation, and comply with (i) or (ii) above, the Parties agree to resolve the dispute through mediation as set in forth in **Section 32** or judicial process. At any point in time, Grantee may take appropriate legal action, including seeking an injunction, to stop the alleged violation.

## EXHIBIT A: DEED OF CONSERVATION EASEMENT

B. ***Costs of Enforcement.*** Any costs incurred by Grantee in enforcing the terms of this Deed against Grantor, including, without limitation, costs and expenses of suit, and reasonable staff time and attorneys' fees necessitated by Grantor's violation of the terms of this Deed, shall be borne by Grantor. If the deciding body determines that Grantor is the prevailing party on all claims in any court action to enforce the terms of this Deed, the Parties shall each be responsible for their own costs and attorney fees. The foregoing two sentences are subject to the following:

i. Any costs of restoration necessitated by Grantor's violation of the terms of this Deed, shall be borne by Grantor.

ii. If an action is brought to enforce the final decision of the mediator that was agreed to by the Parties, then the prevailing Party shall be entitled to payment from the non-prevailing Party of its costs incurred in enforcing the terms of the final decision, including, without limitation, its costs and expenses of suit, and attorneys' fees.

C. ***Grantee's Discretion.*** Grantee's remedies described in this **Section 9** shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values as described in C.R.S. § 38-30.5-108. The failure of Grantee to discover a violation or to take action shall not waive any of Grantee's rights, claims or interests in pursuing any such action at a later date.

### 11. ***Transfer of Easement.***

A. This Easement may not be transferred for five years from the effective date of this Deed without consent of Grantor, which may be withheld in Grantor's sole discretion. After the expiration of the five year prohibition on transfer, Grantee may request consent and approval of Grantor to transfer this Easement to any public agency or private non-profit organization that, at the time of transfer: (i) is a "qualified organization" under I.R.C. § 170(h); (ii) is authorized to hold conservation easements under C.R.S. §§38-30.5-101, et seq. and C.R.S. §12-61-720, and (iii) expressly agrees in writing to abide by the terms of this Easement and to assume the responsibility imposed on Grantee by this Easement. Any transfer of this Easement by Grantee shall be subject to Grantor's prior consent and written approval, which consent and approval shall not be unreasonably withheld. Grantee shall provide Grantor with a written request to assign this Easement at least forty-five (45) days prior to the date proposed for the assignment transaction.

B. If Grantee ever ceases to exist or no longer qualifies under state law to hold conservation easement interests, or if Grantee desires to transfer this Deed to a qualified organization having similar purposes as Grantee, but Grantor has refused to approve the transfer, a court with jurisdiction shall transfer this Deed to another qualified

## EXHIBIT A: DEED OF CONSERVATION EASEMENT

organization having similar purposes and that agrees to abide by the terms of this Easement and to assume the responsibility imposed on Grantee by this Easement, provided that Grantor shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter.

C. Upon compliance with the applicable portions of this **Section 10**, the Parties shall record an instrument completing the assignment in the Eagle County Clerk and Recorder's Office. Assignment of this Easement shall not be construed as affecting this Easement's perpetual duration and shall not affect this Easement's priority against any intervening liens, mortgages, easements, or other encumbrances.

12. **Transfer of Property.** Any time the Property or a portion thereof is transferred by Grantor to any third party, Grantor shall pay a transfer fee of \$500.00 to Grantee to be used for purposes consistent with Grantee's mission. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor shall notify Grantee in writing within fifteen (15) business days after the transfer of the Property, using the form in **Exhibit C** attached hereto and shall provide Grantee with a copy of the new ownership deed. Grantee reserves the right to record a notice of transfer fee in the official real property records of Eagle County, Colorado. This provision is intended to run with the land for perpetuity, and to touch and concern the Property burdened by this easement by providing Grantee a contribution toward its stewardship, enforcement and defense of this Easement. If a fee is attributable to a transfer of property classified as "residential real property," as defined in C.R.S. § 38-35-127(2)(e), then the Grantee covenants and agrees that the fee shall be used for the purposes specified in C.R.S. § 38-35-127(2)(b)(V) in a manner consistent with the Grantee's mission.

13. **Condemnation.** Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall have the right, but not the obligation, to participate in any proceedings. Grantee may pursue any remedies in law or in equity, including opposition to the condemnation of the Property. If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, Grantee shall be entitled to compensation determined as provided in **Section 14**.

14. **Termination or Extinguishment of Easement.** Except as provided in **Section 12** (Condemnation), this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall be entitled to compensation determined as provided in **Section 14**.

15. **Compensation upon Condemnation, Termination, or Extinguishment.**

## EXHIBIT A: DEED OF CONSERVATION EASEMENT

A. The Parties acknowledge the fair market value of the Easement is seventy-five percent (75%) of the full fair market value of the Property unrestricted by this Easement (“**Proportionate Value Percentage**”), which percentage shall remain constant and shall be applied pursuant to Treas. Reg. § 1.170A-14(g)(6)(ii).

B. If the Property is condemned, in whole or in part, as discussed in **Section 12**, or if this Easement is terminated or extinguished pursuant to **Section 13** (Termination or Extinguishment of Easement), Grantee shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Value Percentage of the full fair market value of the Property unrestricted by this Easement pursuant to Treas. Reg. § 1.170A-14(g)(6)(ii), excluding the value of any improvements. Grantor shall not voluntarily accept proceeds equal to less than full fair market value of the affected Property unrestricted by this Easement without the approval of Grantee.

C. Grantee’s use of its share of such proceeds shall comply with Treas. Reg. § 1.170A-14(g)(6).

D. Grantee's remedies described in this Section shall be cumulative and shall be in addition to any and all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values as described in C.R.S. § 38-30.5-108.

16. **Perpetual Duration.** This Easement shall be a servitude running with the land in perpetuity. The provisions of this Easement that apply to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear; provided, however, that each Party's rights and obligations under this Easement shall terminate (as to such party, but not as to such Party's successor, who shall be bound as provided herein) upon a transfer of the Party's entire interest in this Easement or the Property, except that liability of such transferring Party for acts or omissions occurring prior to such transfer shall survive the transfer.

17. **Change of Circumstance.** The fact that any use of the Property that is prohibited by this Easement, or any other use as determined by Grantee to be inconsistent with the Purpose of this Easement, may become economically more valuable than permitted uses has been considered by Grantor in granting this Easement. It is the intent of both Grantor and Grantee that such circumstances shall not justify the termination or extinguishment of this Easement pursuant to **Section 13**. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment pursuant to **Section 13**.

18. **Grantor’s Notice.** Where Grantor’s notice is required in this Deed, Grantor shall notify Grantee in writing not less than sixty (60) calendar days prior to the date Grantor intends to undertake the activity in question. The written notice shall describe the proposed activity in

## EXHIBIT A: DEED OF CONSERVATION EASEMENT

sufficient detail (i.e. location, size, scope, design, nature) to allow Grantee to evaluate the consistency of the proposed activity with the pertinent terms of this Easement.

19. **Grantee's Approval.** Where Grantee's approval is required in this Deed, Grantee shall grant or withhold its approval, or shall request an additional thirty (30) days for review, in writing within thirty (30) calendar days of receipt of Grantor's written notice thereof. Grantee agrees to use best efforts to complete its review and grant or withhold its approval within the applicable timeframe. Grantor shall not engage in the proposed act or use until Grantor receives Grantee's approval in writing. As part of its determination, Grantee shall consider the proposed manner in which the proposed activity will be conducted, whether it complies with the terms of this Easement, and the likely impact on the Conservation Values. Grantee's approval may be withheld if Grantee reasonably determines that there is any risk that the activity as proposed is not consistent with the Purpose. Grantor shall pay any and all costs associated with the evaluation of the proposed use or activity, including, but not limited to, staff time, legal fees, and resource specialist fees, provided that Grantee provides prior good faith estimates of such costs which are approved by Grantor in writing and Grantee provides itemized invoices describing the work performed, the date such work was performed, and the hourly rate or such other method of determining the cost.

20. **Notices.** Any notice that any Party is required to give to the other, in writing shall be transmitted via U.S. mail, overnight delivery service or served personally to the following addresses which addresses may change from time to time by a Party, giving written notice in the manner set forth above:

Grantor: Town of Avon  
PO Box 975  
One Lake Street  
Avon, CO 81620  
Phone: \_\_\_\_\_

Grantee: The Board of County Commissioners of Eagle County  
P.O. Box 850  
500 Broadway  
Eagle, Colorado 81631  
Phone: 970-328-8605  
Fax: 970-328-8629

With a copy to: Eagle County Open Space  
PO Box 179  
500 Broadway  
Eagle, CO 81631  
Phone: 970-328-8698

Also with a copy to:

## EXHIBIT A: DEED OF CONSERVATION EASEMENT

Eagle County Attorney's Office  
PO Box 850  
500 Broadway  
Eagle, CO 81631  
Phone: 970-328-8685

21. ***Liens on the Property.*** No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing. Any mortgage or lien arising from such a borrowing is subordinate to this Deed.

22. ***No Merger.*** Unless the Parties expressly state that they intend a merger of estates or interests to occur, then no merger shall be deemed to have occurred hereunder or under any document executed in the future affecting this Easement.

23. ***Grantor's Representations and Warranties.***

A. Grantor warrants that Grantor: (i) has good and sufficient title to the Property, free from all liens and encumbrances securing monetary obligations except ad valorem property taxes for the current year; (ii) has the right to grant access to the Property to Grantee for the purposes described in this Easement and has in fact granted said access to Grantee; and (iii) hereby promises to defend title to the Property against all claims that may be made against it by any person claiming by, through, or under Grantor.

B. Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:

*i.* No hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, deposited, or transported, in, on, or across the Property, and that there are no underground storage tanks located on the Property;

*ii.* Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;

*iii.* There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and

*iv.* No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use.

## EXHIBIT A: DEED OF CONSERVATION EASEMENT

24. **Acceptance.** Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed for which no goods or services were exchanged or provided.

25. **General Provisions.**

A. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

B. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

C. **Waiver of Defenses.** Grantor hereby waives any defense of laches, estoppel or prescription and acknowledges and agrees that the one-year statute of limitation provided under C.R.S. § 38-41-119 does not apply to this Easement, and Grantor waives any rights of Grantor pursuant to such statute.

D. **Controlling Law and Liberal Construction.** The provisions of this Easement are subject to the laws of the United States and the State of Colorado as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder. The provisions of this Easement are to be liberally construed in favor of the Purpose, and any ambiguities or questions regarding the validity of specific provisions shall be interpreted in favor of maintaining the Purpose. Any decisions resolving such ambiguities or questions shall be documented in writing.

E. **Counterparts.** The Parties may execute this instrument in two or more counterparts which shall, in the aggregate, be signed by all Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it; all counterparts, when taken together, shall constitute this Deed.

F. **Amendment.** If circumstances arise under which the Parties each agree in their respective sole discretion that an amendment to or modification of this Deed would be appropriate, Grantor and Grantee may mutually amend this Deed; provided that no amendment shall result in private inurement for a Board member, staff or contract employee of the Parties, or affect the qualifications of this Easement under CRS 38-30.5-101 *et seq.* or be inconsistent with the preservation and protection of the Conservation Values set forth herein. Any amendment must be in writing, signed by both Parties, and recorded in the official records of Eagle County, Colorado.

G. **Entire Agreement.** This Deed sets forth the entire agreement of the Parties with respect to the terms of this Easement and supersedes all prior discussions,

## EXHIBIT A: DEED OF CONSERVATION EASEMENT

negotiations, understandings, or agreements relating to the terms of this Easement, all of which are merged herein.

26. ***Development Rights.*** For purposes of this Easement, “Development Rights” are defined as all present or future rights to (i) construct, place, replace, enlarge, maintain or repair any improvements on the Property; or (ii) receive credit for density for development on or off the Property; but not including any rights expressly reserved to Grantor in this Easement, including but not limited to the right to construct Improvements in **Sub-Section 5.A.** and the rights set forth in any easements, rights-of-way or other interests of record as of the date of recording this Deed.

27. ***Recording.*** Grantor shall record this Deed in timely fashion in the official real property records of Eagle County, Colorado, and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.

28. ***No Third Party Enforcement.*** This Deed is entered into by and between Grantor and Grantee and does not create rights or responsibilities for the enforcement of the terms of this Deed in any third parties, other than the County, except as expressly reserved herein.

29. ***Joint and Several Liability.*** If Grantor at any time owns the Property in joint tenancy or tenancy in common, Grantor shall be jointly and severally liable for all obligations set forth in this Easement.

30. ***Ownership by Single Entity Consisting of Multiple Parties.*** If Grantor at any time is an entity which consists of shareholders, partners or members, such Grantor entity is required to include in its operating agreement, bylaws or other documents setting forth the rights and responsibilities of the entity, the right to assess or to otherwise collect payment from such shareholders, partners or members for any monetary or other obligations set forth in this Easement. Grantor shall provide a copy of such documentation at any time upon Grantee’s request.

31. ***Environmental Attributes.*** Grantor hereby reserves all Environmental Attributes associated with the Property. “Environmental Attributes” shall mean any and all tax or other credits, benefits, renewable energy certificates, emissions reductions, offsets, and allowances (including but not limited to water, riparian, greenhouse gas, beneficial use, and renewable energy), generated from or attributable to the conservation, preservation and management of the Property in accordance with this Easement. Nothing in this **Section 30** shall modify the restrictions imposed by this Easement or otherwise impair the preservation and protection of the Conservation Values.

32. ***Annual Appropriation.*** To the extent that any financial obligation of this Deed is subject to the multiple fiscal year obligations as set forth in Article 10 of the Colorado Constitution or C.R.S. § 29-1-110, such obligation may be subject to annual appropriation by Grantor. The foregoing is not an agreement or an acknowledgement by either Grantor or Grantee that any financial obligation which could arise pursuant to this Deed would be subject to



## EXHIBIT A: DEED OF CONSERVATION EASEMENT

the requirement that funds for such financial obligation must be appropriated by Grantor. Nothing in this Deed shall be deemed to be a waiver of any rights that Grantee may have pursuant to C.R.S. § 13-60-101. Nothing in this **Section 31** shall prevent Grantee from enforcing this Deed in accordance with its terms, despite a failure by Grantor to appropriate funds.

33. **Authority to Execute.** Each party represents to the other that such party has full power and authority to execute and deliver this Deed, and perform its obligations under this Easement, that the individual executing this Deed on behalf of said party is fully empowered and authorized to do so, and that this Deed constitutes a valid and legally binding obligation of said party enforceable against said party in accordance with its terms.

34. **Mediation of Disputes.** If Grantee or Grantor has an enforcement dispute as set forth in **Section 9**, or if Grantee denies a request by Grantor for approval pursuant to **Section 18**, Grantor may appeal Grantee's decision by requesting mediation with Grantee in a written notice to Grantee. Within ten (10) working days of the receipt of such request, the Parties shall select a trained, and impartial mediator with experience in conservation easements and other land preservation tools. Mediation shall then proceed in accordance with the following guidelines:

A. **Purpose.** The purpose of the mediation is to: (i) promote discussion between the Parties; (ii) assist the Parties to develop and exchange pertinent information concerning the issues in dispute; and (iii) assist the Parties to develop proposals which will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions, or restrictions of this Easement.

B. **Participation.** The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the Parties with settlement authority will attend mediation sessions as required by the mediator.

C. **Confidentiality.** All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any Party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceedings or construed as an admission of a Party in accordance with Colorado Rules of Evidence, Rule 408.

D. **Time Period.** Neither Party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

E. **Costs of Mediation.** Each Party shall pay its own costs associated with mediation, except that Grantor and Grantee shall share the cost of the mediator.

EXHIBIT A: DEED OF CONSERVATION EASEMENT

35. **Force Majeure.** Grantor shall not be obligated to send any prior notice to Grantee, and Grantee shall not be entitled to bring any action against Grantor, with respect to any prudent, good faith activity undertaken by Grantor to prevent, abate, or mitigate injury to the Property immediately before, during, or immediately following fire, flood, storm, earth movement, acts of war, and similar causes beyond the control of Grantor. Grantor will promptly inform Grantee of injury to the Property caused by such events or actions.

36. **Effective Date.** The “**Effective Date**” of this Deed shall be the date of its recording in the Eagle County Clerk and Recorder’s Office.

37. **Pre-Approval.** Nothing herein shall be construed as an approval or pre-approval by the County, in its governmental capacity, of any land use application, right or privilege desired by Grantor.

TO HAVE AND TO HOLD, this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

**IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.**

**GRANTOR:**

TOWN OF AVON,  
a Colorado municipal corporation a/k/a  
Town of Avon, Colorado

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of December, 2016, by \_\_\_\_\_, as \_\_\_\_\_ of the Town of Avon, a Colorado municipal corporation a/k/a Town of Avon, Colorado.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT A: DEED OF CONSERVATION EASEMENT

GRANTEE:

EAGLE COUNTY, COLORADO  
by and through its Board of County Commissioners

By: \_\_\_\_\_  
Jeanne McQueeney, Chair

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF EAGLE            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 2016, by Jeanne McQueeney, Chair of Eagle County Board of County Commissioners.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

# EXHIBIT A: DEED OF CONSERVATION EASEMENT

## EXHIBIT A

### TRACT "B"

A parcel of land Located in Tract B, described in the final subdivision plat – Amendment No. 4 Benchmark at Beaver Creek of Sections 1 and 2, T5S, R82W of the 6th P.M., in Eagle County, Colorado.

### LEGAL DESCRIPTION

All that part of Tract B, Block 1, in A Resubdivision of Lots 5,52,53,54,55,56,57,69 & Tracts B,S,T,U,X, and a portion of Tract C – Block 1, A Specially Planned Area Town of Avon, Eagle County, Colorado described in Final Subdivision Plat – Amendment No. 4 Benchmark at Beaver Creek Eagle County Colorado recorded June 05, 1982, in Book 337 at Page 367 as Reception No. 233719 of the records of Eagle County, State of Colorado, described as follows:

Beginning at the Northeast Corner of the NW 1/4 of the SE 1/4 of said Section 1, from which the C 1/4 of said Section 1 bears N 89° 49' 33" W 1336.90 feet (Basis of Bearing), thence S 00° 19' 33" E 400.00 feet along the East Line of said NW 1/4 of the SE 1/4 of said Section 1;

Thence leaving the East Line of said NW 1/4 of the SE 1/4, S 38° 27' 09" W 1690.76 feet to the most Northerly Corner of Lot 5 of said Amendment No. 4;

Thence S 61° 33' 13" W 225.43 feet along the Westerly Line of said Lot 5 to an angle point;

Thence continued along said Westerly Line of Lot 5, S 43° 01' 31" W 260.00 feet to an angle point;

Thence S 59° 08' 32" W 23.55 feet along said Westerly Line of Lot 5 to the Northeasterly Corner of Lot 51 of said Amendment No. 4;

Thence leaving said Westerly Line of Lot 5, N 75° 58' 23" W 152.36 feet along the Northerly Line of said Lot 51 to the Northeasterly Corner of Lot 50 of said Amendment No. 4;

Thence N 37° 22' 48" W 140.00 feet along the Northerly Line of said Lot 50 to the Northeasterly Corner of Lot 49 of said Amendment No. 4;

Thence N 52° 40' 07" W 298.27 feet along the Northerly Line of said Lot 49 and Lot 48 of said Amendment No. 4 to the Northwesterly Corner thereof;

Thence along the Westerly Line of said Lot 48, S 55° 05' 28" W 320.00 feet to the Northerly right of way of Nottingham Road;

Thence N 79° 54' 32" W 179.84 feet along said Northerly right of way of Nottingham Road to the Southeast Corner of Lot 47 of said Amendment No. 4;

Thence N 01° 44' 47" E 41.13 feet along the Easterly Line of said Lot 47 to the Northeasterly Corner thereof;

Thence N 79° 54' 32" W 930.00 feet along the North Line of Lots 47 and 46 to the Northwesterly Corner of Lot 46 of said Amendment No. 4;

## EXHIBIT A: DEED OF CONSERVATION EASEMENT

Thence leaving said Northerly Lot 46 of said Amendment No. 4, N 84° 17' 19" W 172.00 feet to the Northeasterly Corner of Lot 45 of said Amendment No. 4;  
Thence along the North Line of said Lot 45 and Lot 44, N 82° 33' 34" W 397.14 feet to the Northeasterly Corner of Lot 43 said Amendment No. 4;  
Thence along the North Line of said Lot 43 to the most Northerly point of said Lot 43, N 52° 47' 39" W 95.53 feet;  
Thence leaving said North Line of Lot 43, S 73° 55' 27" W 113.22 feet to the Northeasterly Corner of Lot 70A of said Amendment No. 4;  
Thence along the North Line of said Lot 70A and Lot 70 of said Amendment No. 4, N 88° 57' 53" W 499.24 feet to the Northwesterly Corner of said Lot 70;  
Thence S 34° 57' 08" E 40.25 feet along the Westerly Line of said Lot 70 to the Northeasterly Corner of Lot 42 of said Amendment No. 4;  
Thence S 80° 32' 44" W 155.00 feet along the North Line of said Lot 42 to the Northwesterly Corner thereof;  
Thence leaving said North Line of Lot 42, S 80° 32' 44" W 110.00 feet to the Northeasterly Corner of Lot 30 of said Amendment No. 4;  
Thence S 80° 32' 44" W 399.89 feet along the North Line of said Lots 30 and 31 of said Amendment No. 4 to the Northwesterly Corner of said Lot 31;  
Thence leaving the North Line of said Lot 31, N 25° 04' 26" W 436.84 feet along the Easterly Lines of Lot 32 and Lots 34 thru 36 to the Center of the SE 1/4 of said Section 2;  
Thence S 89° 17' 27" E 1360.58 feet along the North Line of the SE 1/4 of the SE 1/4 to the Northwest Corner of the SW 1/4 of the SW 1/4 of said Section 1;  
Thence S 89° 48' 00" E 2649.26 feet along the North Line of the S 1/2 of the S 1/2 of said Section 1 to the Northeast Corner of the SE 1/4 of the SW 1/4 of said Section 1;  
Thence N 00° 28' 18" W 1324.86 feet along the West Line of the SE 1/4 to the C 1/4 of said Section 1;  
Thence S 89° 49' 33" E 1336.90 feet along the North Line of the SE 1/4 of said Section 1 to Northeast Corner of the NW 1/4 of the SE 1/4 of said Section 1 and the POINT OF BEGINNING.

Total Area = 72.7048 acres, more or less.

# EXHIBIT A: DEED OF CONSERVATION EASEMENT

## **EXHIBIT B** **TRACT "C"**

A description of Tract C, described in the Final Subdivision Plat – Amendment No. 4 Benchmark at Beaver Creek of Sections 1 and 12, T5S, R82W of the 6th P.M., in Eagle County, Colorado.

### LEGAL DESCRIPTION

All of Tract C, as shown in A Resubdivision of Lots 67, 68 and a portion of Tract C, Block 1, Town of Avon, Eagle County, Colorado described in Final Subdivision Plat – Amendment No. 4 Benchmark at Beaver Creek Eagle County Colorado recorded November 05, 1982, in Book 348 at Page 296 as Reception No. 244637 of the records of Eagle County, State of Colorado.

Total Area = 24.64 acres, more or less.

EXHIBIT A: DEED OF CONSERVATION EASEMENT

**EXHIBIT C**

(Map of portion of Tract B)

EXHIBIT A: DEED OF CONSERVATION EASEMENT

**EXHIBIT D**

(Map of portion of Tract C)



EXHIBIT A: DEED OF CONSERVATION EASEMENT

**EXHIBIT E**

(Baseline Report)

~~DRAFT~~ BASELINE DOCUMENTATION  
REPORT



*Avon ~~South Side~~Northside Conservation Easement  
Eagle County, Colorado*

*Prepared For*  
**Town of Avon  
and  
Eagle County Open Space**

*Prepared By*  
**Rare Earth Science, LLC**  
PO Box 1245  
Paonia, Colorado 81428  
(970) 527-8445

~~November 15~~December 5, 2016

## TABLE OF CONTENTS

ATTESTATION .....	ii
PREPARER CERTIFICATION STATEMENT .....	iii
CONTACTS & BASIC INFORMATION SUMMARY .....	iv
1 INTRODUCTION .....	1
1.1 Methods .....	1
1.2 Property Setting & Description .....	2
1.3 Historic & Current Land Use .....	3
1.4 Conservation Context .....	3
1.5 Directions to the Property .....	3
1.6 Summary of the Property's Conservation Values .....	4
2 PHYSICAL CHARACTERISTICS OF THE PROPERTY .....	5
2.1 Existing Improvements & Other Features .....	5
2.2 Geology, Topography, & Soils .....	6
2.3 Surface Hydrology .....	6
2.4 Vegetation .....	6
3 LAND USE & MANAGEMENT PRACTICES .....	7
3.1 Trails & Roads .....	7
3.2 Weeds & Weed Control .....	7
3.3 Minerals .....	8
4 OPEN SPACE .....	8
4.1 Scenic Characteristics .....	8
4.2 Significant Public Benefit .....	8
4.3 Consistency with Government Policy .....	9
5 RELATIVELY NATURAL HABITAT .....	12
5.1 Habitat for Threatened, Endangered, or Special Concern Species .....	12
5.2 Game Habitat .....	12
5.3 Habitat for Other Wildlife .....	13
6 PUBLIC RECREATION OR EDUCATION OPPORTUNITIES .....	14
7 REFERENCES .....	14

### FIGURES (Following Main Text)

1. Regional & Local Locator Maps
2. Topographic Map
3. Aerial Photograph & Photopoint Locations
4. Improvements, Features & Vegetation
5. Geologic Map
6. Soils Map
7. Bald Eagle & Black Bear Ranges
8. Elk & Mule Deer Ranges

### DOCUMENTARY PHOTOGRAPHS (Following Figures)

### ATTESTATION

#### AVON ~~SOUTH SIDE~~NORTHSIDE CONSERVATION EASEMENT EAGLE COUNTY, COLORADO

In compliance with Title 26 of the Internal Revenue Code [§1.170A-14(g)(5)], and to the best of my knowledge, this Baseline Documentation Report, including text, maps, and photographs, is an accurate representation of the Avon ~~South Side~~Northside Conservation Easement property at the time of the conveyance of the conservation easement. The conservation values include open space, relatively natural habitat, and recreation or education opportunities for the public.

\_\_\_\_\_  
Town of Avon, GRANTOR

\_\_\_\_\_  
Date

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Eagle County, Colorado, GRANTEE

\_\_\_\_\_  
Date

Name \_\_\_\_\_

Title \_\_\_\_\_

**PREPARER CERTIFICATION STATEMENT**AVON ~~SOUTH SIDE~~NORTHSIDE CONSERVATION EASEMENT  
EAGLE COUNTY, COLORADO

We, the undersigned, prepared this Baseline Documentation Report in accordance with Title 26 of the Internal Revenue Code [§1.170A-14(g)(5)]. To the best of our knowledge, this update, including text, maps, and photographs, is an accurate representation of the property at the time of the conveyance of the conservation easement. We certify that Rare Earth Science, LLC, is a qualified provider of conservation easement due diligence.

Our principal biologist has prepared baseline documentation reports for more than 250 conservation easement projects in Colorado and New Mexico, and is familiar with the natural resources of the region. Other relevant project experience includes rare plant surveys in several western Colorado counties, co-authorship of *Colorado Sagebrush: A Conservation Assessment and Strategy* (prepared for the Colorado Division of Wildlife in 2005), and a Migratory Bird Status Literature Review (prepared for the Uncompahgre Field Office of the U.S. Bureau of Land Management in 2009).

Our principal biologist earned a Bachelor of Science degree in Biological Sciences from Stanford University in 1988 and has more than 25 years of experience in consulting practice, with a focus on land conservation projects since 2004. Our staff biologist earned a Bachelor of Arts degree in Biology from the University of New Mexico in 2003 and has assisted with the preparation of more than 50 baseline documentation reports for properties across Colorado.



Hilary E. Watts, Staff Biologist  
Rare Earth Science, LLC

12/5/16

Date



Dawn R. Reeder, Principal Biologist  
Rare Earth Science, LLC

12/5/16

Date

## CONTACTS & BASIC INFORMATION SUMMARY

### CONSERVATION EASEMENT NAME

Avon ~~South Side~~Northside

### GRANTOR

Town of Avon  
1 Lake Street  
PO Box 975  
Avon, Colorado 81620  
(970) 748-4000

### GRANTEE

Eagle County  
PO Box 850  
Eagle, Colorado 81631  
Contact: Toby Sprunk, Eagle County Open Space

### BASELINE DOCUMENTATION REPORT PREPARER

Rare Earth Science, LLC  
PO Box 1245  
Paonia, Colorado 81428  
(970) 527-8445  
dawn@rareearthscience.com

### ACREAGE

Approximately 96.5 acres

EAGLE COUNTY PARCEL NUMBERS: 2105-014-01-004 and 2105-014-02-018

### ZONING

Zoned as "Open Space, Landscaping and Drainage" by the Town of Avon

PHYSICAL LOCATION: Part of the SE1/4 of Section 2, the S1/2 of Section 1, and the NE1/4 of Section 12, Township 5 South, Range 82 West of the 6<sup>th</sup> Principal Meridian, County of Eagle, State of Colorado

### LEGAL DESCRIPTION

See Exhibit A of the Deed of Conservation Easement.

### BUILDING ENVELOPE

No residential development will be permitted on the conservation easement.

# 1 INTRODUCTION

Colorado Revised Statutes (CRS) provide for the establishment of conservation easements to maintain land “in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational, forest, or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity, or appropriate to the conservation and preservation of buildings, sites, or structures having historical, architectural, or cultural interest or value” [CRS §38-30.5-102].

Toward these ends, the Town of Avon (“grantor”), is conveying a conservation easement on approximately 96.5 acres of land (“Avon ~~South Side~~Northside conservation easement” or “property”) in Eagle County (“grantee”). The parties agree that the principal purpose of the conservation easement will be to protect and preserve the property’s conservation values: open space, relatively natural habitat, and recreational or educational opportunities for the public.

This report serves as baseline conditions documentation for the property. As such, this report is intended to provide evidence of the property’s conservation values, and to provide the grantee with a description of the existing conditions on the property at the time of the conservation easement conveyance, so that changes to the land can be monitored over time, especially those changes that may affect its conservation values. This report is intended to benefit all involved parties and will be used by the grantee to assure that any future changes on the property are consistent with the terms of the Deed of Conservation Easement (CE Deed). However, this report is not intended to preclude the use of other evidence to establish the condition of the property at the time of the conservation easement conveyance. The accuracy of this report is acknowledged by the grantor and grantee at the time of the conservation easement conveyance.

This report consists of narrative text, with figures and documentary photographs following the text. Figure 1 shows the regional setting of the property and its conservation context. Figure 2 shows the topography of the property and surrounding area. Figure 3 provides an aerial overview of the property and a key to documentary photograph locations. Figure 4 shows the locations of improvements, important features, and vegetation communities on the property. Figures 5 and 6 present geology and soils information, respectively, and Figures 7 and 8 map the ranges of selected wildlife species. A list of global positioning system (GPS) coordinates for the locations of documentary photographs is included at the beginning of the documentary photograph section.

## 1.1 Methods

Methods of baseline documentation included a field visit to the property on October 19, 2016, by Dawn Reeder (Principal Biologist, Rare Earth Science), review of information provided by the grantee, and research of available publications and other relevant documents, as cited.

The contents of this report satisfy the documentation requirements of the U.S. Internal Revenue Service Code at §1.170A-14 and the conservation easement due diligence requirements of the grantee, and generally follow standards and practices recommended by the Land Trust Alliance (Hamilton 2008).

Mapping for this document was created using Esri® geographic information systems (GIS) software, ArcGIS 10.4.1™ and a recreational-grade handheld GPS unit. Base maps consist of the local U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle and National Agricultural Imagery Program (NAIP) aerial photography digital mosaics available for public download through the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) or from the Esri online server.

The parcel boundary shown on the figures in this report were mapped using a GIS shapefile provided by the Eagle County GIS Department. This boundary should not be considered a survey, but rather, a representational sketch.

Data resources used to create regional mapping, geology and soils mapping, and wildlife range maps are cited on the figures themselves. The photopoint map was created by mapping GPS waypoints marked at documentary photograph locations. The improvements mapping was created by interpreting recent aerial photographs and by mapping GPS waypoints of point features and tracks of linear features on the property. Consequently, the improvements map must not be considered a survey of improvements, but rather a simple inventory sketch. Vegetation communities were mapped by interpreting a recent aerial photograph, combined with a walkabout survey of the property. It should be noted that vegetation mapping boundaries cannot accurately represent the intergrade between plant communities. Plant scientific nomenclature generally follows Weber and Wittmann (2001; 2012) and Whitson (2000).

It was not within the scope of this report to review boundary adjustments, miscellaneous easements, or rights-of-way, whether recorded or unrecorded, for accuracy or applicability to the conservation easement conveyance.

## 1.2 Property Setting & Description

The Avon ~~South Side~~Northside conservation easement is a total of approximately 96.5 acres lying north of Interstate 70 and north of the Town of Avon in Eagle County, Colorado (Figure 1). A complete legal description of the conservation easement is provided in the Deed of Conservation Easement (CE Deed). See the Contacts & Basic Information Summary in the front matter of this report for further information identifying the property.

The property is situated in the Southern Rocky Mountains physiographic province in the foothills of the Gore Range in the greater Colorado River Basin. The area is characterized by steep river valleys and terraces flanked by high foothills and mountains. Typical of Colorado's western slope, winters are relatively cold and snowy and summers are relatively warm and dry.

The property consists of two parcels along the lower slopes of the foothills that rise toward Red and White Mountain (Figures 2, 3, and 4). The west parcel is approximately 71.9 acres between Metcalf Creek and Buck Creek. Nottingham Road and multi-unit residential developments bound the parcel to the south, and commercial properties along Metcalf Road bound the parcel on the west. Buck Creek Road parallels much of the east boundary of the west parcel. The east parcel is approximately 24.6 acres between Buck Creek and Swift Gulch. Swift Gulch Road bounds the east parcel on the southwest. On the northwest, lands owned by Walking Mountains Science Center in the Buck Creek drainage adjoin the east parcel, including a pending conservation easement (Figures 2, 3, and 4).



The property features sagebrush and mixed mountain shrublands and a conifer forest in natural condition at an average elevation of approximately 7,800 feet above mean sea level (Figure 2). The property is undeveloped open space. Improvements on the property include overhead powerlines, primitive powerline access roads, and stormwater basins (these items are described in Section 2).

No residential dwellings are present on the property, nor will they be permitted on the property by the CE Deed. Documentary photographs showing the property's improvements and important features follow the figures after the text of this report. The locations of the photographs are keyed to Figure 3, and improvements and other features are mapped on Figure 4.

### 1.3 Historic & Current Land Use

Historic uses of the property have included livestock range, wildlife habitat, and recreational activities, such as ATV travel, hunting, hiking, bicycling, and horseback riding. A high-voltage power alignment crosses the west parcel, along with its respective access road. Currently, a few social ~~the(undeveloped, unofficial)~~ trails on the west parcel of the property appear to be used by local residents for non-motorized recreation.

### 1.4 Conservation Context

The property adjoins privately owned lands or roads on all sides. The east parcel adjoins the pending Walking Mountains conservation easement along Buck Creek, and both parcels adjoin the Mountain Star conservation easement held by the Town of Avon (Figures 2 and 4). All other adjacent lands are in residential duplex or light industrial or commercial zones or zoned for planned unit development or planned unit development open space. The property provides open space near the Town of Avon and important passive recreation opportunities for local surrounding residential subdivisions.

On a landscape scale, the position of the conservation easement will protect the scenic value and natural, open character of lands around the Town of Avon in the Eagle Valley, and will contribute to the protection of wildlife habitat and big game migration areas from incompatible uses or inappropriate development in the future.

### 1.5 Directions to the Property

The property can be accessed from the Town of Avon as follows (see Figure 4):

- From the traffic circle at the intersection of Avon Road and Benchmark Road in Avon, travel north on Avon Road approximately 0.5 mile to a traffic circle to reach Nottingham Road.
- To reach the east parcel, head northwest (left) on Nottingham Road from the traffic circle and proceed to the Swift Gulch Road intersection. Turn right on Swift Gulch Road and proceed about 300 feet to the west corner of the east parcel. The east parcel can also be reached on foot from Walking Mountains Science Center.

- To reach the lower part of the west parcel, head northwest on Nottingham Road from the traffic circle. The lower part of the west parcel is on the north (right) side of the road behind the residences.
- To reach the upper part of the west parcel, head northwest on Nottingham Road from the traffic circle for about 0.3 mile to Buck Creek Road on the right (north). Turn right on Buck Creek Road and the upper part of the property will lie to the left (west) for about 2,000 feet. Continue up Buck Creek Road (becomes Mountain Star Drive) for about 1.3 miles from the Nottingham Road intersection to reach the west parcel's north boundary.

## 1.6 Summary of the Property's Conservation Values

The purpose of the conservation easement conveyance on the property is to preserve, in perpetuity, the following conservation values:

1. Open space. The property possesses the characteristics of open space delineated at §1.170A-14(d) in that its preservation will provide scenic enjoyment to the general public, is pursuant to clearly delineated public policies, and will yield a significant public benefit. The property features a mosaic of natural vegetation communities across dramatic topography, which adds to the scenic character, openness, and variety of the local rural landscape. The property is visible from Interstate-70 and from many other public roads around the Town of Avon, including Buck Creek Road, Nottingham Road, Mountain Star Drive, Swift Gulch Road, Avon Road, and Metcalf Road. From public roads, which are utilized year-round by citizens of Eagle County and the State of Colorado, travelers also enjoy unobstructed scenic views across the property of the Eagle Valley, as well as views of the foothills and/or peaks of the Gore and Sawatch Mountain Ranges on the White River National Forest. The conservation easement on the property will also help conserve scenic natural beauty for the Town of Avon and its relatively high density residential subdivisions. Preservation of open space, including scenic lands, is supported by state, county, and local governmental policies, and brings significant benefit to the public, because development of the property into residential parcels would likely lead to or would contribute to the degradation of the scenic character of the area. The Eagle County Comprehensive Plan supports the preservation of scenic open space using conservation easements.
2. Relatively natural habitat. The property supports native sagebrush and mixed mountain shrublands and a subalpine conifer forest that provide forage, cover, breeding habitat, and migration corridors for a variety of wildlife species, including migratory songbirds, raptors, small mammals, and big game. The property lies in summer and winter range for elk and mule deer. The property encompasses part of winter concentration area and a severe winter area for elk, and lies within a major migration area for mule deer. These big game species contribute significantly to the biodiversity and the region and to the economy through hunting revenues. The Eagle County Comprehensive Plan states that the well-being of wildlife species of economic importance should be protected, and that development in areas critical to the continued well-being of Eagle County's wildlife populations should not be allowed.
3. Public recreation or education opportunities. Passive recreation will be allowed on the property in accordance with the terms of the conservation easement. The property is important to the quality of life of the local residents of the Town of Avon because it

provides recreational opportunities in a natural and scenic setting close to an area with relatively high housing density. The property will also be available for education opportunities for the public, such as instructional hikes for local and regional school children or naturalist groups (e.g., at the nearby Walking Mountains Science Center).

## 2 PHYSICAL CHARACTERISTICS OF THE PROPERTY

### 2.1 Existing Improvements & Other Features

The bulleted paragraphs of this section describe improvements and other features on the property. The appearances of the features are shown in the documentary photographs (following the figures after the main text), whose locations are keyed to Figure 3. Figure 4 maps their locations.

- Trails and roads. Several social trails (undeveloped, user-proliferated trails) lead ~~from residential areas to the south~~ across the west parcel of the property- to the Mountain Star conservation easement to the north (social trails are not mapped in this report). Two primitive roads or old roads related to the utility lines were observed on the west parcel. On the upper part of the west parcel, an old road cut for powerline access leads from Buck Creek Road onto the parcel, then traverses up slope to meet the power alignment to the northwest (Photopoints 1, 2, and 5). Along the south boundary of the west parcel is an old access road for the local utility corridor (Photopoints 18 and 21). The road is narrow and revegetated in places, and is currently used as a local (unofficial, undeveloped) foot trail.
- Fences. No functional fences were observed on the property (except for a potential encroaching chain-link fence from an adjoining commercial property, explained under “encroachments” below). Short segments of dilapidated barbed wire fencing were observed on or near the south boundary of the west parcel.
- Utilities. A regional overhead high-voltage powerline alignment (Photopoints 1, 2, 5, and 6) and a buried utility corridor (Photopoint 7) extend across the upper part of the west parcel. In the lower part of the west parcel, a local utility corridor exists along the south and west boundaries. The lower utility corridor contains overhead utilities (Photopoints 18, 21 and 23) and may also contain buried utilities. No utilities were observed on the east parcel of the property.
- Stormwater basins. Several small stormwater retention basins (Photopoints 16 and 19) exist along the south boundary of the west parcel to capture and dissipate energy of stormwater flow from the slopes and draws of the parcel, to protect structures and land south of the parcel from erosion.
- Encroachments and disturbances. A potential encroachment on the west boundary of the west parcel is present where a chain-link fenced parking area appears to lie partially on the west parcel (Figure 4 and Photopoint 24). A disturbed area in the upper part of the west parcel appears to have been created for a high-voltage powerline stanchion (but then was not used for that purpose).

## 2.2 Geology, Topography, & Soils

The property lies in the rugged, high-elevation terrain of the Southern Rocky Mountains physiographic province, which is characterized by cliffs, canyons and gulches cut in gently-dipping to broadly-folded sedimentary rocks of Pennsylvanian to Cretaceous age. The topography and geology of this area were influenced by several major structural elements in western Colorado, including the Gore Range to the east-northeast, the White River Uplift and Flat Top Mountains to the west-northwest, and the Sawatch Range to the south. This area is located within the structural Eagle Basin, which is primarily a Pennsylvanian-aged depositional trough located in a structurally complex area east of the larger Piceance Basin.

The property is comprised primarily of Eagle Valley Formation (Map Unit Pe) and Gravels and Alluviums (Map Unit Qg). A map of the generalized geologic units occurring in the vicinity of the property is provided on Figure 5.

The property consists of two irregularly-shaped parcels along the lower slopes of the foothills that rise north toward Red and White Mountain in the Gore Range (Figures 2, 3, and 4). The property's topography consists of moderately to relatively steeply sloped hills and draws, at an average elevation of approximately 7,800 feet above mean sea level (Figure 2).

The USDA's NRCS Web Soil Survey (<http://www.websoilsurvey.nrcs.usda.gov/app/>) of the Aspen-Gypsum Area, Parts of Eagle, Garfield, and Pitkin Counties, Colorado, identifies seven soil types on the property, including the dominant map units: Torriorthents-Camborthids-Rock outcrop complex, 6 to 65 percent slopes (Map Unit 104, approximately ~~48~~49 percent of the property); Vandamore channery sandy loam, 25 to 65 percent slopes (Map Unit 111, approximately 26 percent the property's acreage); Gypsum land-Gypsiorthids complex, 12 to 65 percent slopes (Map Unit 55, approximately 16 percent of the property), and Yamo loam, 12 to 25 percent slopes (Map Unit 116, approximately ~~8~~7 percent of the property). The mapped soil units are shown on Figure 6.

## 2.3 Surface Hydrology

There are no perennial or seasonal surface water features on the property. Surface drainage across the property is overall from north to south. Several steep draws cut north-south through the west part of the west parcel, and stormwater drainage from these draws is captured in small stormwater basins (Photopoints 16 and 19) near the parcel's south boundary to protect against erosion around downgradient residential buildings. No irrigation infrastructure or other surface water features were observed on the property.

## 2.4 Vegetation

The vegetation communities found on the property are listed and briefly described in paragraphs below (in decreasing order of prevalence), and mapped on Figure 4. The vegetation map was created by interpreting a recent aerial photograph, combined with a walkabout survey of the property.

- Sagebrush-mixed mountain shrubland (approximately 91 percent of the property; Photopoints 1, 5, 6, 9, 12, 13, 16, and 24). Most the property can be characterized as a mosaic of sagebrush (*Artemisia tridentata*) shrublands and mixed mountain shrublands. The sagebrush component was typically dominant on gentler slopes, hilltops and toe

slopes, whereas the mountain shrub component was more dominant on the steeper, more exposed slopes. The mountain shrub component contained snowberry (*Symphoricarpos rotundifolius*), serviceberry (*Amelanchier utahensis*), mountain mahogany (*Cercocarpus montanus*), and antelope bitterbrush (*Purshia tridentata*), as well as sagebrush. Also observed were rabbitbrush (*Chrysothamnus viscidiflorus*), fringed sage (*Artemisia frigida*), and winterfat (*Krascheninnikovia lanata*). Common juniper (*Juniperus communis*), and an occasional Rocky Mountain juniper or Utah juniper (*Juniperus scopulorum* and *J. osteosperma*), were scattered throughout. Native herbaceous plants in the understory included western wheatgrass (*Pascopyrum smithii*), needle-and-thread (*Hesperostipa* sp.), Indian ricegrass (*Achnatherum hymenoides*), junegrass (*Koeleria macrantha*), mule ears (*Wyethia amplexicaulis*), pussy toes (*Antennaria* sp.), and lupine (*Lupinus* sp.). Nonnative understory plants included common mullein (*Verbascum Thapsus*), crested wheatgrass (*Agropyron cristatum*), smooth brome (*Bromus inermis*), and fowl bluegrass (*Poa palustris*). In general, the sagebrush-mixed mountain shrublands were in good condition across the property, with all age classes of shrubs and a diversity of desirable herbaceous vegetation. Shrub canopy cover varied from 10 to 50 percent.

- Mixed conifer forest (approximately 7 percent of the property; Photopoints 8, 10, and 11). The northwest-facing slope on the east parcel has a stand of mature Douglas fir (*Pseudotsuga menziesii*) and a few Rocky Mountain juniper (*Juniperus scopulorum*), with a mixed mountain shrub understory.
- Aspen stand (approximately 1 percent of the property; Photopoints 8, 10, and 11). A few small aspen (*Populus tremuloides*) stands with small stature trees were present on the east parcel, near Buck Creek. Understory shrubs included snowberry, serviceberry, rabbitbrush, and sagebrush.
- Cottonwood stand (approximately 1 percent of the property). A small stand of narrowleaf cottonwood (*Populus angustifolia*) was present alongside Buck Creek Road in the lower part of the west parcel.

### 3 LAND USE & MANAGEMENT PRACTICES

The land is currently managed as open space by the Town of Avon.

#### 3.1 Trails & Roads

The property is currently managed as public land without official recreational trail access. Several social (undeveloped, user-proliferated) trails lead from residential areas ~~to the south~~ across the west parcel of the property into the Mountain Star conservation easement (social trails are not mapped in this report). Similar public access is anticipated to continue after the conservation easement conveyance. Primitive or old roads related to the utility lines on the property did not appear to have been recently used or maintained.

#### 3.2 Weeds & Weed Control

State-listed noxious weeds (USDA NRCS 2016) observed on the property at the time of the baseline field visit included musk thistle (*Carduus nutans*). Musk thistle was present along the

powerline access road in the upper part of the west parcel, and at the west property boundary where occupied commercial lands adjoin the property. Noxious weeds did not appear to be a serious management issue on the property at the time of the field visit.

Other weeds on the property included horehound (*Marrubium vulgare*) in some areas along the south boundary of the west parcel, and houndstongue (*Cynoglossum officinale*), kochia (*Bassia* sp.), tall tumbled mustard (*Sisymbrium altissimum*), and lambsquarters (*Chenopodium album*) in the stormwater catchment basins. Cultivar grasses such as smooth brome, crested wheatgrass (*Agropyron cristatum*), and intermediate wheatgrass (*Agropyron intermedium*), were present along the powerline access road in the upper part of the west parcel and in the stormwater catchment basins in the lower part of the west parcel. Such non-native plants are typical and widespread near development in Eagle County and are not considered to be directly harmful to wildlife or pets.

### 3.3 Minerals

The subsurface mineral rights on the property are wholly owned by the grantor. No evidence of past or present surface or subsurface mining was observed during the baseline field visit.

## 4 OPEN SPACE

The property provides scenic views and open space for the benefit and enjoyment of the public (see Section 1.6 for a summary of the property's conservation values). The open space conservation value of the property is described below and depicted in the documentary photographs following the main text of this report. Documentary photographs were taken at the photopoints shown on Figure 3.

### 4.1 Scenic Characteristics

The property possesses scenic characteristics (see the attached photopages). The property's aesthetically-pleasing and harmonious array of shapes and textures created by its shrublands, forests, and dramatic topography provide scenic enjoyment to the public, and contribute to the openness and variety of the overall landscape in the region. A large portion of the property is visible from Interstate-70 and from many other public roads around the Town of Avon, including Buck Creek Road, [\(Photopoints 7, 9, and 14\)](#), Nottingham Road, [\(Photopoints 17, 20, and 22\)](#), Mountain Star Drive, [\(Photopoints 1 and 3\)](#), Swift Gulch Road, [\(Photopoints 12 and 13\)](#), Avon Road, and Metcalf Road. From these roads, which are utilized year-round by citizens of Eagle County and the State of Colorado, travelers enjoy unobstructed scenic views across the property toward the foothills of the Gore and Sawatch Mountain Ranges on the White River National Forest.

### 4.2 Significant Public Benefit

Preservation of the property under a conservation easement will yield significant public benefit because its open space provides a) scenic enjoyment for the general public, b) wildlife habitat at the site-specific level and habitat connectivity at the landscape level (see Section 6 and Figures 7 and 8), and c) recreational opportunities and enjoyment to the general public.

Preservation of the property will continue to provide an opportunity for the general public to appreciate its scenic values, and is important for preserving regional resources with the potential to provide revenue and attract tourism to the area. A significant benefit to the public is provided by the conservation easement on the property because of the strong likelihood that development of the property would lead or contribute to degradation of the relatively natural habitat and the diminishment of the scenic and rural character of the area. Open space (including relatively natural habitat supporting big game and lands providing passive recreation opportunities) and scenic views are important resources that benefit the public by bringing significant hunting and tourism revenues to the State of Colorado and Eagle County.

There is a foreseeable trend of population growth and development near the property. The Colorado State Demographer (2016) predicts that the population of Eagle County will nearly double by 2050. Eagle County encompasses the popular ski resorts of Vail and Beaver Creek, as well as a string of growing communities in the I-70 corridor including Gypsum and Eagle. Development of private properties in the Eagle Valley has accelerated in recent years. A 2004 study by the Northwest Colorado Committee of Governments indicated that 64 percent of Eagle County's economy was dependent on second homes. The property's proximity to the I-70 corridor and world-class ski areas, and its position within the Town of Avon limits, make it an attractive development prospect. Without protection, the likelihood of the eventual development of the property, which could compromise the scenic rural character of the vicinity, is moderate to high.

### 4.3 Consistency with Government Policy

A conservation easement on the property is supported by policy at the state and regional/local levels:

- State policy. Colorado Revised Statutes (CRS) provide for the establishment of conservation easements to retain or maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational, forest or other use or condition consistent with the protection of open land, environmental quality or life sustaining ecological diversity [...] or other use or condition consistent with the protection of open land ..." [CRS §38-30.5-102].

The Colorado Wildlife and Parks and Outdoor Recreation statutes [CRS §33-1-101 and §§ 33-10-101], provide, respectively, that "It is the policy of the State of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors" and that "It is the policy of the state of Colorado that the natural, scenic, scientific, and outdoor recreation areas of this state are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and visitors of this state."

The Colorado Department of Transportation statutes [CRS §43-1-401, et seq.], provide that the "preservation and enhancement of the natural and scenic beauty of this state" are of substantial state interest.

The Western Governors' Association Policy Resolution 08-21 supports "voluntary incentive-based methods for preserving open space, maintaining land and water for agricultural and timber production, wildlife and other values."

- Regional & local policy. The Eagle County Board of County Commissioners Resolution 2016-064 – “Resolution Approving the Amendment and Restatement of Resolution No. 2003-97, Resolution Providing for the Establishment of the Eagle County Open Space Program, Citizens’ Open Space Advisory Committee and Eagle County Open Space Fund” defines open space as “an area of land that is primarily undeveloped, natural or pastoral in character, and which may possess values such as fish and wildlife habitat or migration routes; working farms and ranches; scenic landscapes and vistas; wetlands and floodplains or other riparian habitat; public access to rivers and streams or other lands open to the public; geographic or topographic formations,” etc., within and throughout Eagle County (Section 2.D.1.). The conservation easement on the property satisfies this open space definition. The Resolution provides that open space lands may be used for dispersed motorized or non-motorized recreation consistent with conservation values and “construction of trails for the purposes of public access and low impact dispersed recreation” (Section 2.D.2.).

The establishment of a conservation easement on the property is also consistent with the following goals of the 2005 Eagle County Comprehensive Plan, which became effective on January 18, 2006.

- Goal: The impacts of development in Eagle County are carefully monitored, and future development occurs in a manner that preserves a high quality of life, a diverse and sustainable economy, the area’s scenic beauty, a healthy natural environment and a vibrant, well designed community (3.2).
- Goal: Eagle County’s infrastructure and community services support all present and future community needs and encourage efficient travel, healthy lifestyles, a stable economy and the preservation of environmental quality (3.5).
- Goal: Preserve and/or enhance the quality of wildlife habitat, and the vitality of wildlife populations in Eagle County (3.7).
- Goal: Development in Eagle County avoids or fully mitigates impacts to sensitive lands. Open space is preserved to the greatest degree possible, and scenic quality and cultural resources are protected (3.8).

The establishment of a conservation easement on the property is consistent with policies and strategies set forth in the 2005 Eagle County Comprehensive Plan, including the following:

- The integrity, quality and interconnected nature of critical wildlife habitat in Eagle County should be preserved (3.7.2.a).
- The well-being of wildlife species of economic importance should be actively monitored and protected (3.7.2.b).
- The well-being of wildlife species of less economic importance and those on the rare and endangered species list should be actively monitored and protected (3.7.2.c).



- Development in areas critical to the continued well-being of Eagle County's wildlife populations should not be allowed (3.7.3.d).
- Development and development patterns should preserve landscapes that include visual, historic, and archeological value (3.8.3.c).
- A variety of approaches should be utilized to preserve land as open space (3.8.4.e).
- Open space should be able to serve different needs in different applications (3.8.4.f).

The establishment of a conservation easement on the property is consistent with goals and policies set forth in the 2006 Town of Avon Comprehensive Plan, including the following:

- Goal B.2: Provide a distinct physical and visual separation between Avon and its surrounding communities that preserves the natural beauty of the surrounding mountains and the Eagle River Valley.
  - Policy B.2.1: Inventory, analyze and prioritize lands adjacent to the developed portions of the Town, particularly developable open space, steep slopes, drainage corridors, ridgelines, river frontage and other environmentally sensitive areas, for possible acquisition and/or preservation as open space or other public purposes in order to maintain Avon's visual identity.
  - Policy B.2.4: Work with landowners to identify opportunities for conservation easements or other permanent open space protection tools.
- Goal H.1: Protect Avon's unique natural setting and its open spaces.
  - Policy H.1.2: Acquire or otherwise permanently protect important/significant open space.
- Goal H.4: Conserve environmental resources to ensure their most efficient use.
- Goal I.1: Provide an exceptional system of parks, trails, and recreational programs to serve the year-round leisure needs of area residents and visitors.
  - Policy I.1.2: Continue to evaluate and acquire parcels or easements for open space, trails, and recreation.
  - Policy I.1.5: Coordinate with Eagle County and other government and non-profit agencies in planning, protecting, and managing public open space, and in providing access and linkage opportunities.

## 5 RELATIVELY NATURAL HABITAT

The property features relatively natural habitat conservation values (see Section 1.6 for a summary of the property's conservation values). The property's native vegetation communities (Figure 4) and topographic relief (Figure 2) provide important relatively natural habitat and migration areas for a diversity of wildlife in the area.

The appearance of the property's relatively natural habitat is depicted in documentary photographs following the main text of this report. Documentary photographs were taken at the photopoints shown on Figure 3. The ranges of selected wildlife species are mapped, relative to the property, on Figures 7 and 8.

### 5.1 Habitat for Threatened, Endangered, or Special Concern Species

The property lies within bald eagle winter range and winter foraging range, and within a few miles of an active bald eagle nest site mapped by Colorado Parks and Wildlife (CPW; Figure 7). In Colorado, bald eagles are rare summer breeders and common winter residents primarily in mountain parks and western river valleys. Eagles and other raptors use the powerline stanchions on the property for perching. The bald eagle was listed as endangered in the conterminous U.S. in 1967. Loss of habitat, shooting for feathers, and widespread use of the pesticide DDT are all thought to have contributed to the decline of this species; only 417 pairs were surveyed in the conterminous U.S. in 1963, down from several hundred thousand before the arrival of Europeans on this continent. Since domestic use of DDT was banned in 1972, bald eagle populations have increased dramatically, nearly doubling every 8 years. Approximately 6,500 pairs of bald eagles were recorded in the conterminous U.S. in 2000 (Buehler 2000). In 2001, 45 resident pairs were recorded in Colorado, up from 11 pairs in 1990. In 2007, the federal government de-listed the bald eagle; however, the bald eagle is still recognized as a State Species of Concern in Colorado (CPW 2016a).

### 5.2 Game Habitat

The property lies within the overall ranges of game species including mule deer, elk, mountain lion, and black bear, all wild game species that are of economic importance to Eagle County and the State of Colorado, and that contribute significantly to the biodiversity of the region.

- **Elk.** The property lies within overall range of elk (Armstrong et al. 2011). According to mapping by CPW, the property lies within summer and winter range, and partially within severe winter range, and partly in a winter concentration area centered on the Buck Creek drainage (Figure 8). Severe winter range is that part of the overall range where 90 percent of the individuals are located when the annual snowpack is at its maximum and/or temperatures are at a minimum in the two worst winters out of 10, and winter concentration areas are where elk densities are at least 200 percent greater than in surrounding winter range during the average five of 10 winters (CPW 2016b). The quantity and quality of elk winter range in the region is generally declining due to increasing densities of residential development in lower elevation valleys. Due to hunting revenues, elk are of significant economic importance to Eagle County and the State of Colorado, and contribute significantly to the biodiversity of the region. Approximately 44,852 elk were harvested statewide by hunters in 2015 (CPW 2015a), generating large revenues both directly and indirectly for the state (more than 221,274 hunting licenses

were issued and a total of 1,160,650 recreation days were provided). The elk population in Colorado was reduced to less than 1,000 animals in the early 1900s due to market hunting. Restoration efforts by CPW over the past several decades have resulted in a current elk population of approximately 280,000 animals statewide.

- **Mule deer.** The property lies within the overall range of mule deer (Armstrong et al. 2011). The entire property lies within CPW-mapped mule deer summer range, winter range, and a migration corridor (Figure 8). Mule deer find good browse and cover in the property's native vegetation communities and topographic relief. Mule deer contribute significantly to the biodiversity of the region, and due to hunting revenues, mule deer are of significant economic importance to Eagle County and the State of Colorado. In 2015, 73,539 licensed hunters harvested 34,005 deer in a total of 342,451 recreation days (CPW 2015b). The importance of mule deer habitat conservation is underscored by the fact that statewide, mule deer numbers have declined by approximately 36 percent in the past decade, and herd numbers remain about 125,000 below CPW's population objectives. CPW identifies several factors contributing to the decline, namely Colorado's dramatic increase in human population, which has contributed to the direct loss and degradation of mule deer habitat due to housing developments, urban and suburban sprawl, and infrastructure (CPW 2016c). Mule deer scat was observed on the property during the field visit.
- **Black bear.** The property lies within the overall range of black bear (Armstrong et al. 2011) and within a CPW-mapped black bear summer concentration and human conflict area (Figure 7) surrounding the Avon community. The black bear is a wide-roaming species with a relatively large territory size requirement. The conservation easement will help guarantee that the property will continue to provide security and a movement corridor for black bears in the region.
- **Mountain lion.** The property lies within the overall range of mountain lion, a wide-roaming species with a relatively large territory size requirement (Armstrong et al. 2011). Mountain lions can be expected to occur on the property occasionally, following the movements of mule deer, their primary prey. The property's natural vegetation and topographic relief provide cover and security for mountain lions moving through the area.

### 5.25.3 Habitat for Other Wildlife

The property provides habitat or habitat linkages for small animals with large home ranges moving across the surrounding landscape, including many shrubland-dependent neotropical songbirds whose populations are declining in all or parts of their ranges (Sauer et al. 2014). These include Brewer's sparrow, Virginia's warbler, and green-tailed towhee. Raptors such as golden eagle, red-tailed hawk, great-horned owl, and American kestrel hunt for abundant small prey in the area.

Small mammals such as coyote, red fox, bobcat, badger, striped skunk, raccoon, cottontail, porcupine, ground squirrels, chipmunks, mice, voles, bats, and shrews are known or expected to inhabit or visit the property and utilize their habitat types (Armstrong 2011).

## 6 PUBLIC RECREATION OR EDUCATION OPPORTUNITIES

A few social (user-proliferated, unofficial) trails exist on the property, which are used by local residents. This use will continue under the conservation easement, and development of official trails may occur.

The property's recreational value is enhanced by its scenic open space characteristics (Section 5), and by the views it provides to recreationists of the foothills and peaks of the ~~Sawatch~~Gore Range to the north (Photopoints 39, 40, and 41), the foothills and open space of the ~~Gore~~Sawatch Range to the south, local ski areas, and the Eagle Valley (Photopoints 12, 37, and 38).

The property, especially the east parcel, may be used provide outdoor recreational and educational opportunities to the public, in a natural and scenic setting close to an area with relatively high housing density. The east parcel lies adjacent to the Walking Mountains Science Center, and under the conservation easement, could be incorporated into the center's educational programs.

## 7 REFERENCES

- Armstrong, D.M., J.P. Fitzgerald, and C.A. Meany. 2011. Mammals of Colorado. 2nd Ed. Boulder, Colorado: Univ. Press of Colo. 620 pp.
- Buehler, D. A. 2000. Bald Eagle (*Haliaeetus leucocephalus*). In The Birds of North America, No. 506 (A. Poole and F. Gill, eds.). The Academy of Natural Sciences, Philadelphia, and the American Ornithologists' Union, Washington, D.C.
- Colorado Parks and Wildlife (CPW). 2016a. Threatened and Endangered List. <http://cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>
- CPW. 2016b. GIS Species Activity Mapping Definitions. <https://cpw.state.co.us/learn/Maps/CPW-Public-GIS-Species-Activities-Definitions.pdf>
- CPW. 2015a. 2015 Elk Harvest, Hunters and Recreation Days for All Manners of Take. <http://cpw.state.co.us/Documents/Hunting/BigGame/Statistics/Elk/2015StatewideElkHarvest.pdf>
- CPW. 2015b. 2015 Deer Harvest, Hunters, and Recreation Days for All Manners of Take. <http://cpw.state.co.us/Documents/Hunting/BigGame/Statistics/Deer/2015StatewideDeerHarvest.pdf>
- Colorado State Demographer. 2016. [https://gis.dola.colorado.gov/apps/demographic\\_dashboard/](https://gis.dola.colorado.gov/apps/demographic_dashboard/)
- Hamilton, J.E. 2008. Conservation Easement Drafting and Documentation. 1st Edition. Washington D.C.: Land Trust Alliance. 324 pp.
- Hammerson, G.A. 1999. *Amphibians & Reptiles in Colorado*. 2<sup>nd</sup> Ed. Boulder: Univ. Press of Colorado. 484 pp.

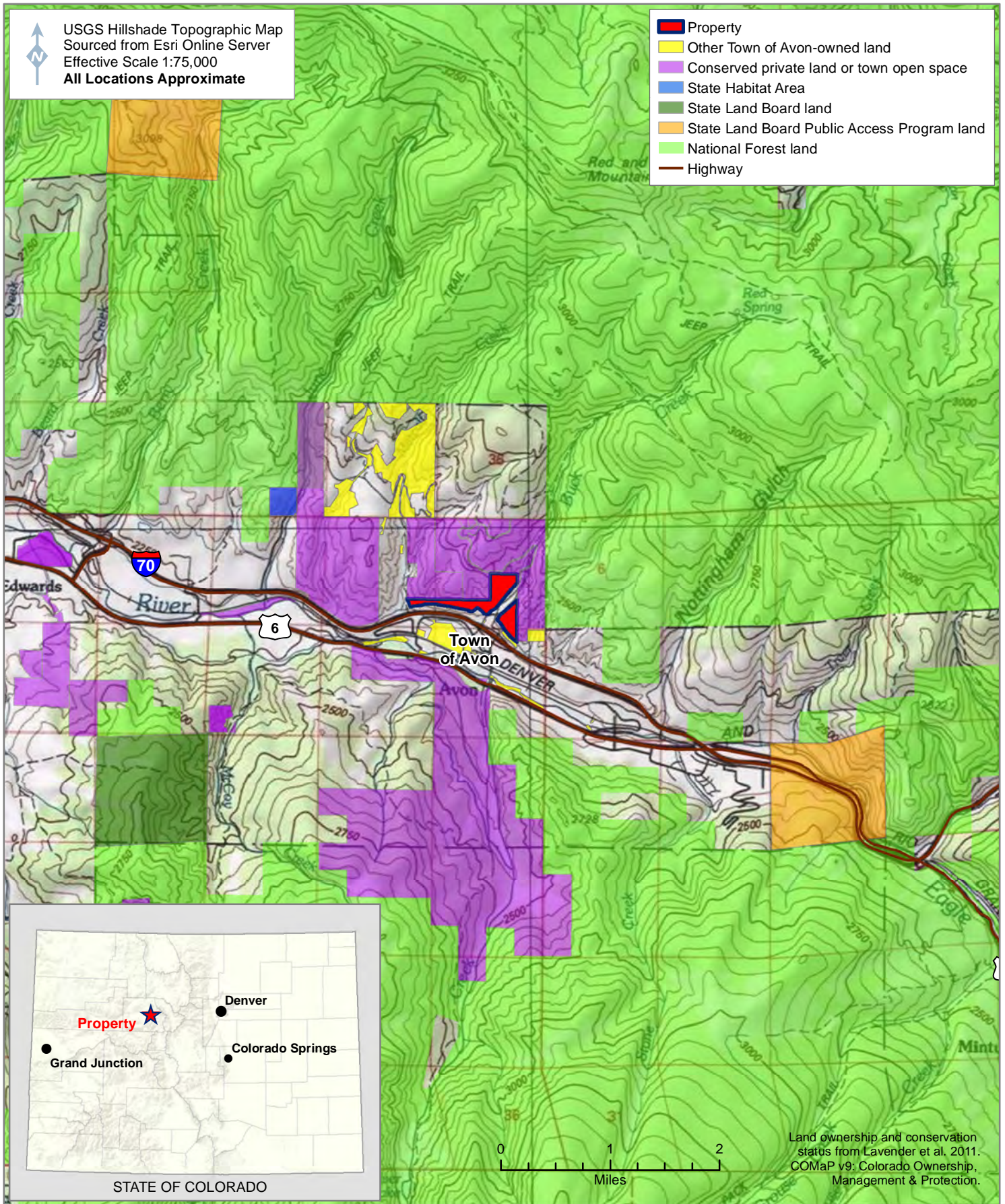
- Kingery, H.E. (Editor). 1998. *Colorado Breeding Bird Atlas*. Denver: Colo. Bird Atlas Partnership & Colo. Division of Wildlife. 636 pp.
- Sauer, J. R., J. E. Hines, J. E. Fallon, K. L. Pardieck, D. J. Ziolkowski, Jr., and W. A. Link. 2014. The North American Breeding Bird Survey, Results and Analysis 1966 - 2013. Version 01.30.2015 USGS Patuxent Wildlife Research Center, Laurel, MD. <http://www.mbr-pwrc.usgs.gov/bbs/>
- USDA NRCS (US Department of Agriculture, Natural Resources Conservation Service). 2016. Colorado state-listed noxious weeds. <http://plants.usda.gov/java/noxious?rptType=State&statefips=08>.
- Weber, William A. and Ronald C. Wittmann. 2001. *Colorado Flora: Western Slope: A Field Guide to Vascular Plants*. Third Ed. Boulder: University of Colorado Press.
- Weber, William A. and Ronald C. Wittmann. 2012. *Colorado Flora: Western Slope: A Field Guide to Vascular Plants*. Fourth Ed. Boulder: University of Colorado Press.
- Whitson, T.D. (Ed.) 2000. *Weeds of the West*. Ninth Ed. Newark: The Western Society of Weed Science, University of Wyoming, & Western U.S. Land Grant Universities Cooperative Extension Services

## FIGURES

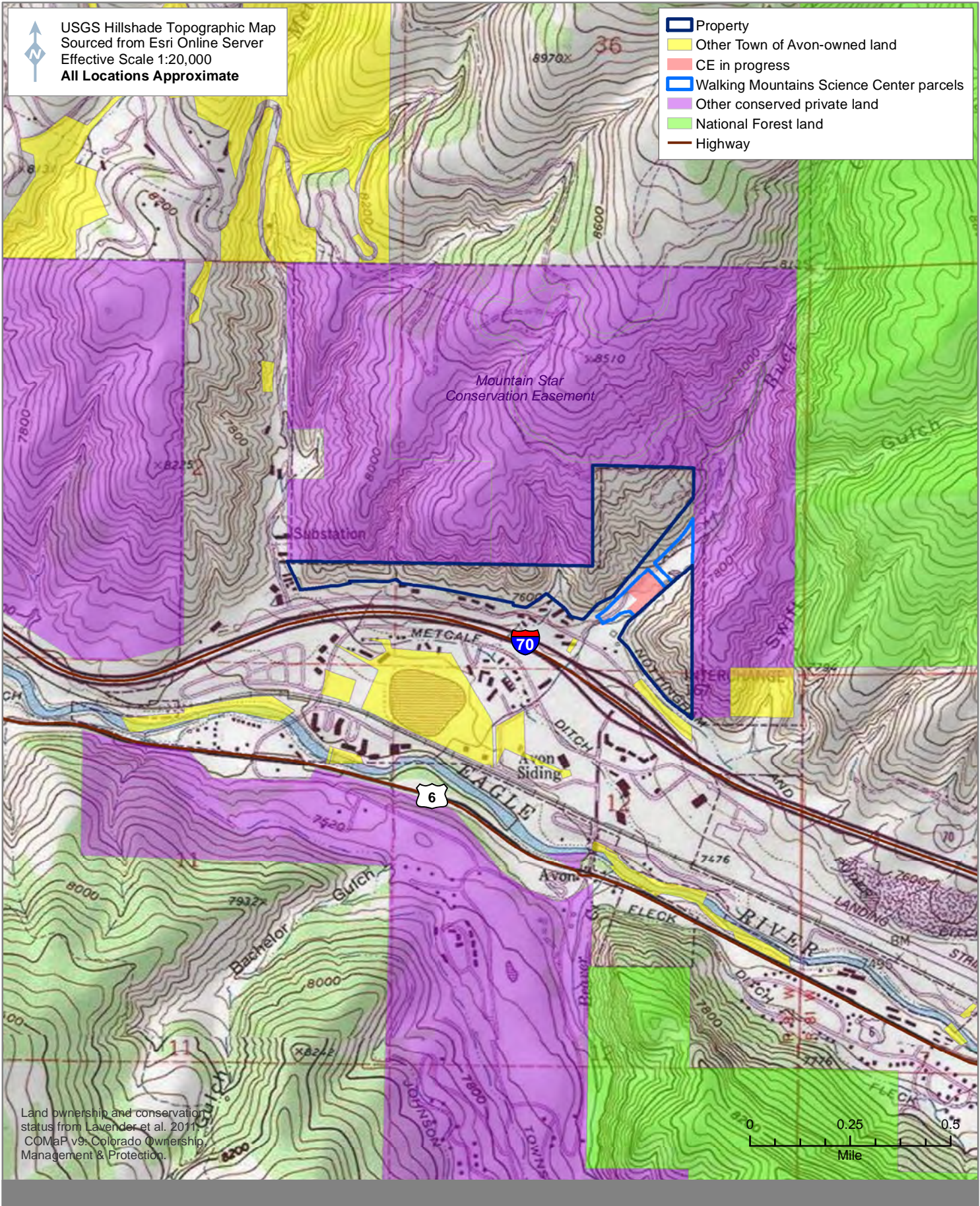


USGS Hillshade Topographic Map  
 Sourced from Esri Online Server  
 Effective Scale 1:75,000  
 All Locations Approximate

- Property
- Other Town of Avon-owned land
- Conserved private land or town open space
- State Habitat Area
- State Land Board land
- State Land Board Public Access Program land
- National Forest land
- Highway

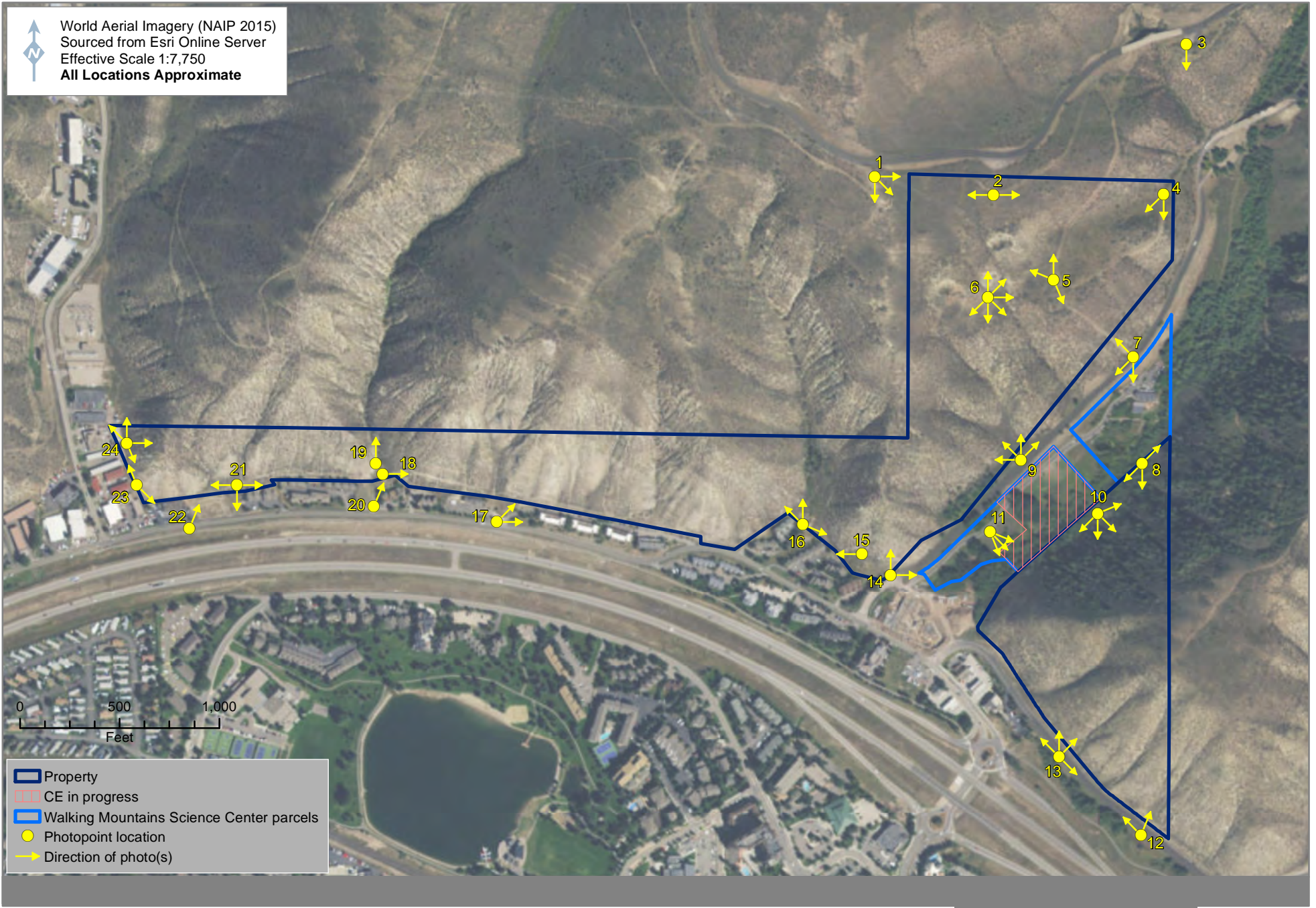


Land ownership and conservation status from Lavender et al. 2011. COMaP v9: Colorado Ownership, Management & Protection.





World Aerial Imagery (NAIP 2015)  
Sourced from Esri Online Server  
Effective Scale 1:7,750  
All Locations Approximate

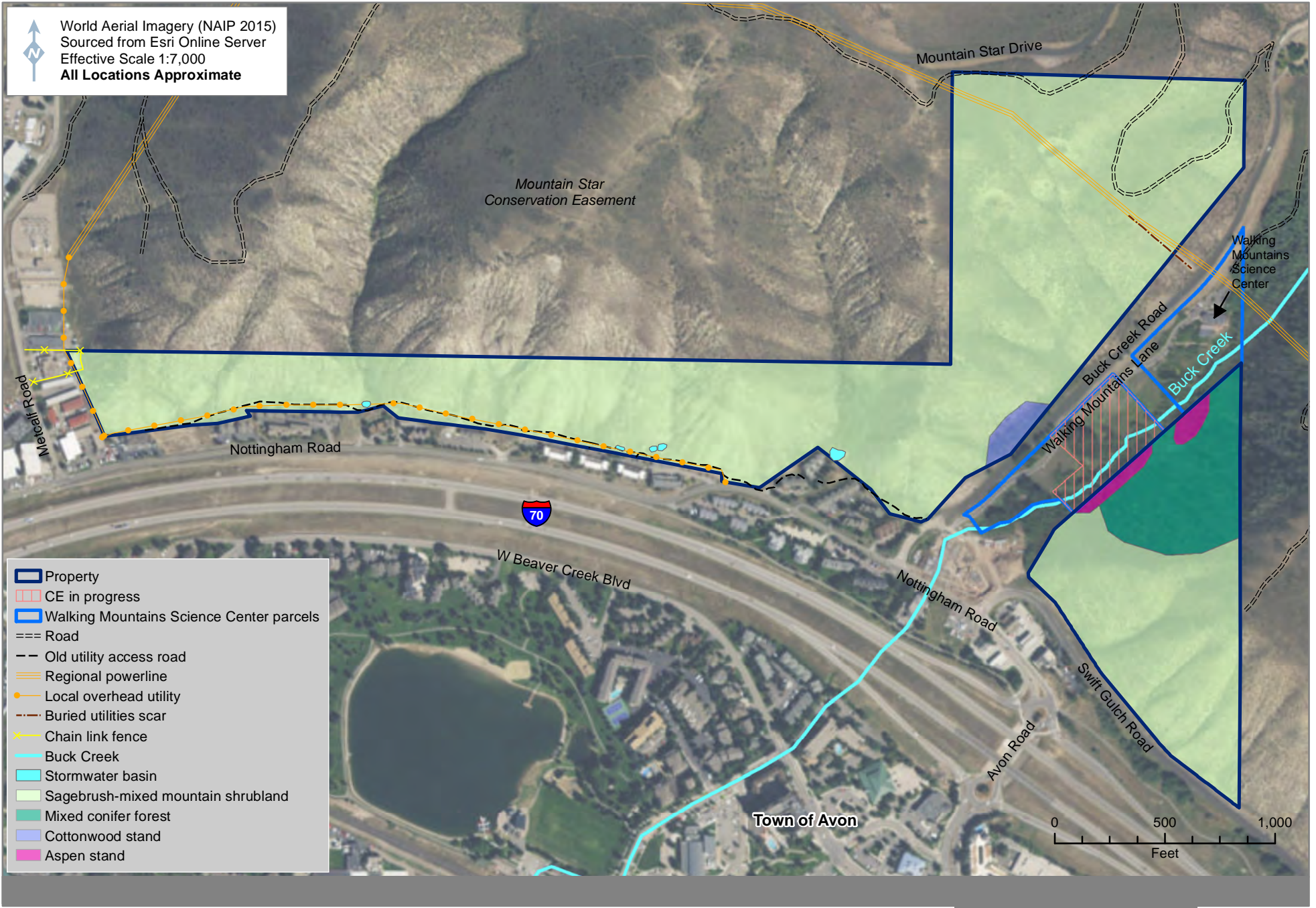


Baseline Documentation Report  
Eagle County, Colorado  
www.rareearthscience.com  
Map by H. Watts | November 2016

### Aerial Photograph & Photopoint Locations

### AVON NORTHSIDE

FIGURE  
3



Baseline Documentation Report  
 Eagle County, Colorado  
 www.rareearthscience.com  
 Map by H. Watts | November 2016

**Improvements, Features  
 & Vegetation Communities**

**AVON  
 NORTHSIDE**






**FIGURE  
 4**

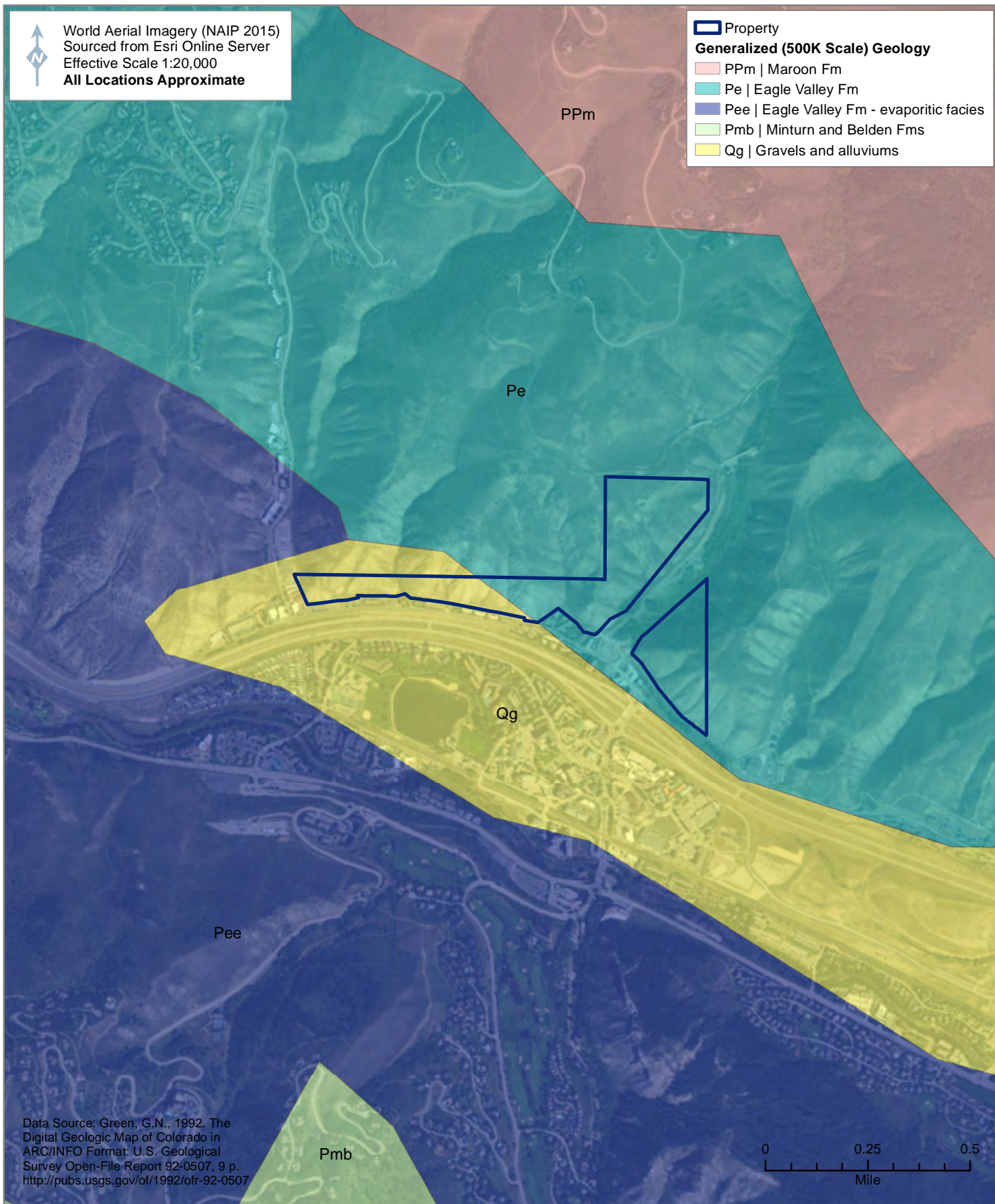


World Aerial Imagery (NAIP 2015)  
 Sourced from Esri Online Server  
 Effective Scale 1:20,000  
**All Locations Approximate**

 Property

**Generalized (500K Scale) Geology**

-  PPm | Maroon Fm
-  Pe | Eagle Valley Fm
-  Pee | Eagle Valley Fm - evaporitic facies
-  Pmb | Minturn and Belden Fms
-  Qg | Gravels and alluviums

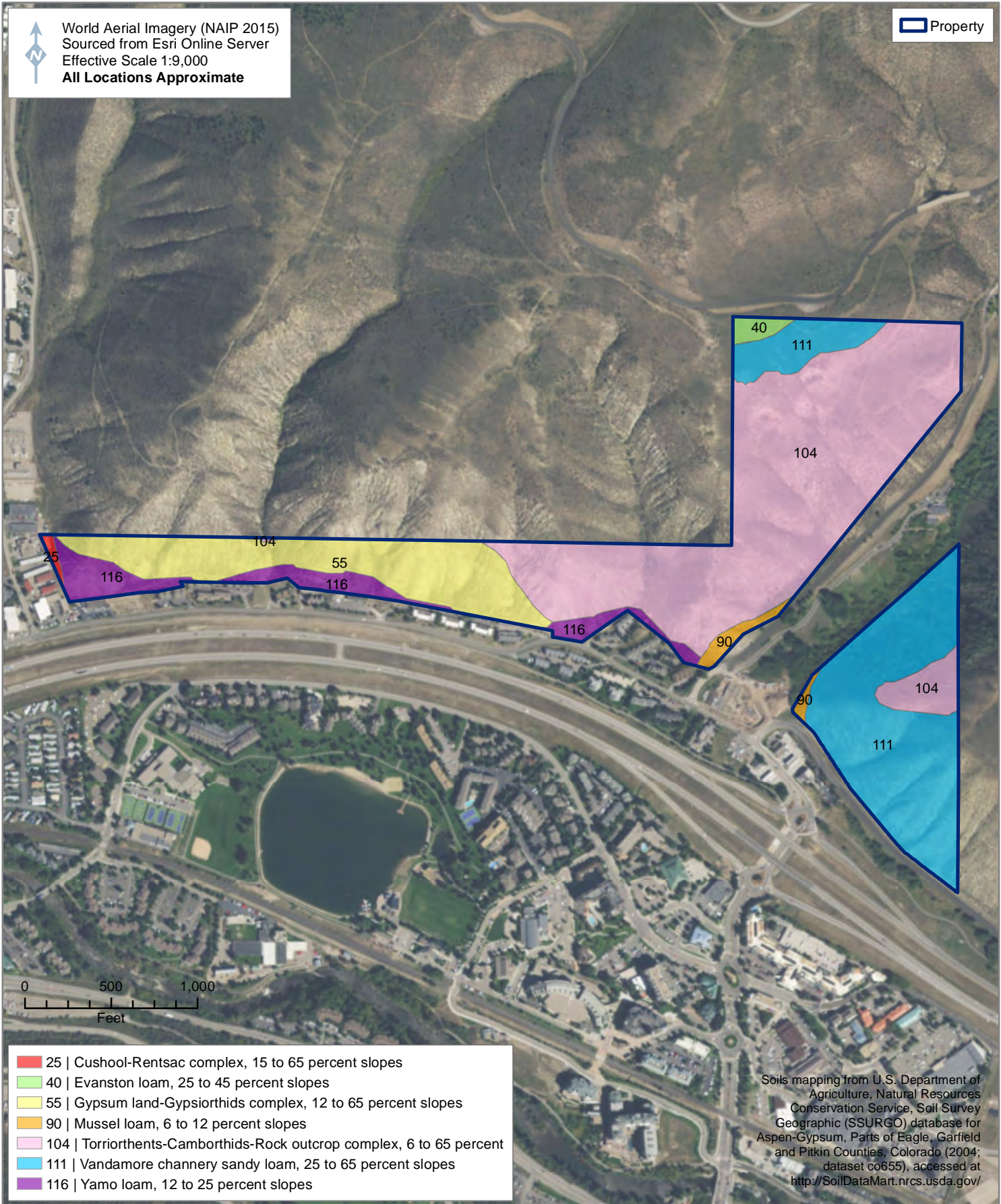


Data Source: Green, G.N., 1992. The Digital Geologic Map of Colorado in ARC/INFO Format: U.S. Geological Survey Open-File Report 92-0507, 9 p. <http://pubs.usgs.gov/of/1992/ofr-92-0507>



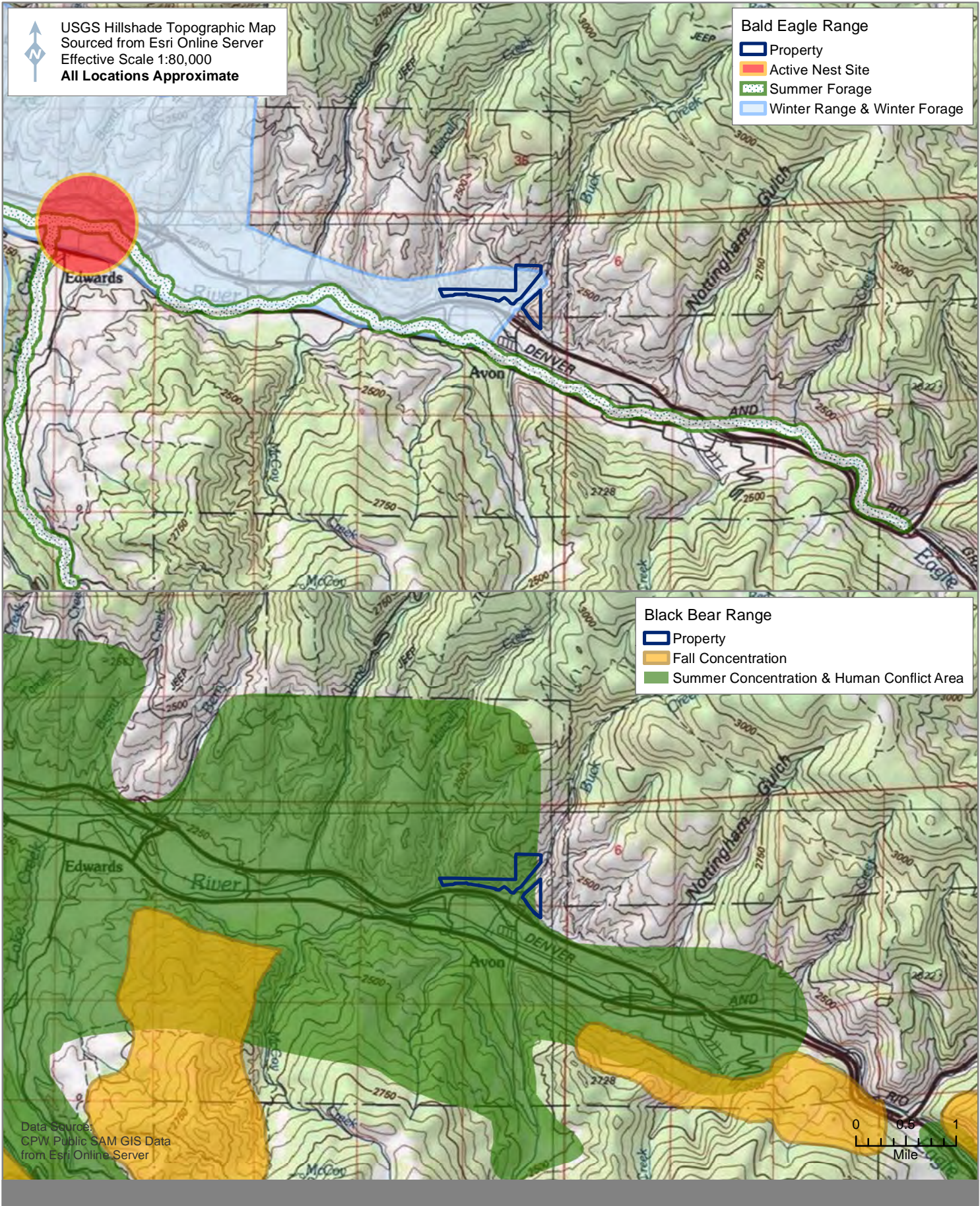
World Aerial Imagery (NAIP 2015)  
 Sourced from Esri Online Server  
 Effective Scale 1:9,000  
 All Locations Approximate

Property



- 25 | Cushool-Rentsac complex, 15 to 65 percent slopes
- 40 | Evanston loam, 25 to 45 percent slopes
- 55 | Gypsum land-Gypsiorthids complex, 12 to 65 percent slopes
- 90 | Mussel loam, 6 to 12 percent slopes
- 104 | Torriorthents-Camborthids-Rock outcrop complex, 6 to 65 percent
- 111 | Vandamore channery sandy loam, 25 to 65 percent slopes
- 116 | Yamo loam, 12 to 25 percent slopes

Soils mapping from U.S. Department of Agriculture, Natural Resources Conservation Service, Soil Survey Geographic (SSURGO) database for Aspen-Gypsum, Parts of Eagle, Garfield and Pitkin Counties, Colorado (2004; dataset c0655), accessed at <http://SoilDataMart.nrcs.usda.gov/>



USGS Hillshade Topographic Map  
 Sourced from Esri Online Server  
 Effective Scale 1:80,000  
 All Locations Approximate

**Bald Eagle Range**

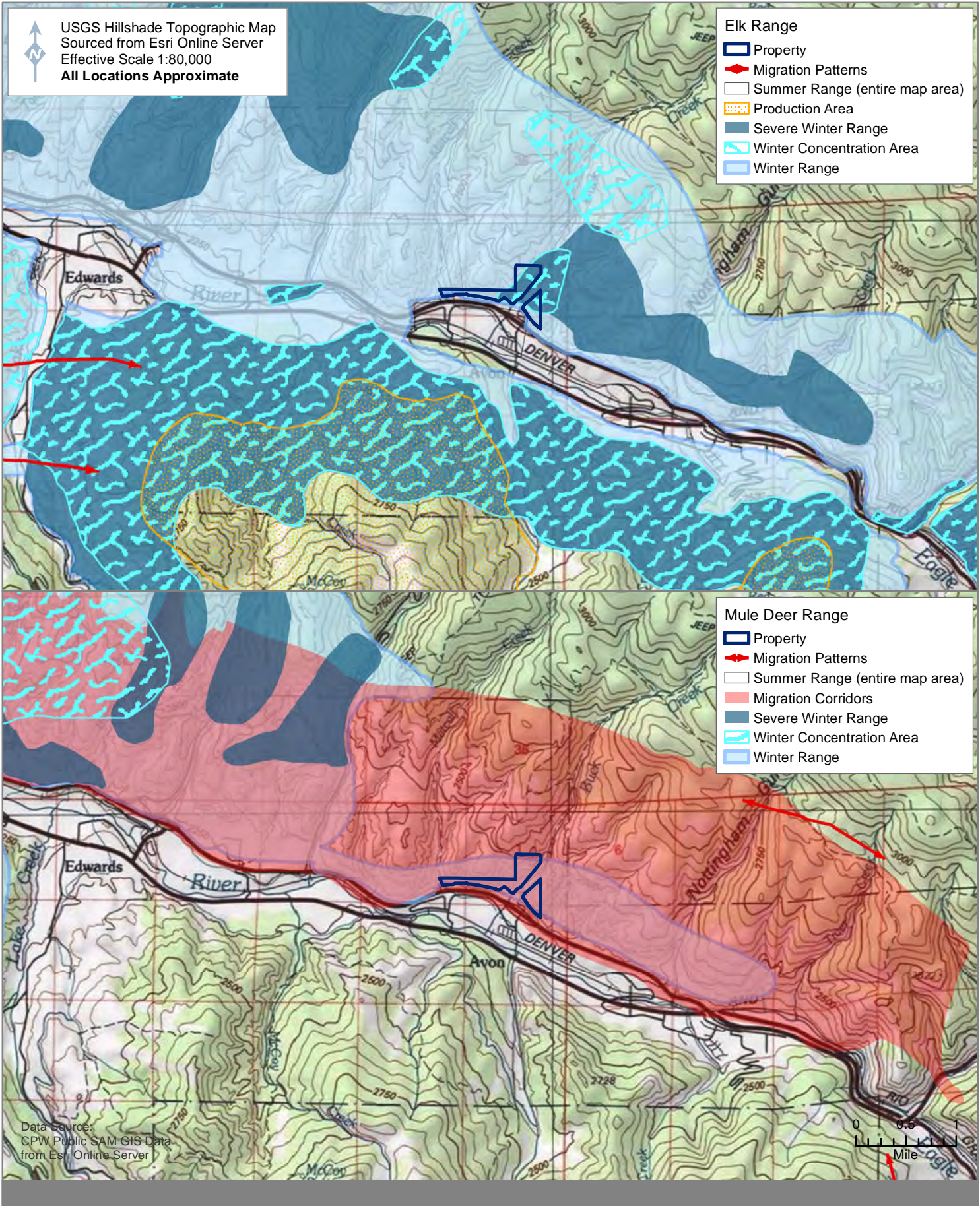
- Property
- Active Nest Site
- Summer Forage
- Winter Range & Winter Forage

**Black Bear Range**

- Property
- Fall Concentration
- Summer Concentration & Human Conflict Area

Data Source:  
 CPW Public SAM GIS Data  
 from Esri Online Server

0 0.5 1  
 Mile



## DOCUMENTARY PHOTOGRAPHS

(Keyed to Figure 3)

Photopoint (PPT) Coordinates		
NAD 1983 State Plane CO Central FIPS (Feet) Projection		
PPT	Easting (x)	Northing (y)
1	2711937- <del>118</del>	<del>1661719.805</del> <u>1661720</u>
2	<del>2712534.513</del> <u>2712535</u>	1661627- <del>075</del>
3	<del>2713502.855</del> <u>2713503</u>	1662385- <del>246</del>
4	2713388- <del>037</del>	<del>1661632.676</del> <u>1661633</u>
5	2712836- <del>379</del>	<del>1661200.715</del> <u>1661201</u>
6	2712506- <del>065</del>	1661114- <del>367</del>
7	2713236- <del>494</del>	<del>1660814.745</del> <u>1660815</u>
8	2713281- <del>35</del>	<u>1660280</u> <del>1660279.966</del>
9	2712671- <del>335</del>	<del>1660296.929</del> <u>1660297</u>
10	2713057- <del>123</del>	1660027- <del>484</del>
11	2712516- <del>285</del>	1659935- <del>403</del>
12	2713275- <del>28</del>	1658412- <del>092</del>
13	<del>2712862.72</del> <u>2712863</u>	1658806- <del>295</del>
14	<del>2712017.836</del> <u>2712018</u>	1659717- <del>382</del>
15	<del>2711873.526</del> <u>2711874</u>	1659824- <del>243</del>
16	2711576- <del>345</del>	1659972- <del>292</del>
17	2710040- <del>008</del>	<del>1659985.612</del> <u>1659986</u>
18	2709466- <del>162</del>	<del>1660225.869</del> <u>1660226</u>
19	<del>2709430.82</del> <u>2709431</u>	<u>1660281</u> <del>1660280.912</del>
20	2709422- <del>06</del>	1660062- <del>443</del>
21	2708733- <del>291</del>	1660171- <del>465</del>
22	2708496- <del>112</del>	<del>1659953.575</del> <u>1659954</u>
23	2708230- <del>243</del>	1660170- <del>114</del>
24	2708181- <del>017</del>	1660381- <del>149</del>

EXHIBIT A: DEED OF CONSERVATION EASEMENT

**EXHIBIT F**  
**Sample Notice of Transfer of Property**

To: Eagle County, Colorado (“Grantee”)  
From: **[Insert name of fee owner]** (“Grantor”)

Pursuant to Section 11 of the Deed of Conservation Easement recorded     (date)     under Reception No. \_\_\_\_\_, Grantee is hereby notified by Grantor of the proposed transfer of the fee simple interest in the subject Property legally described in **Exhibit A** attached hereto to be effective **[insert date of closing]** to **[insert name of new Grantor]**, who can be reached at **[insert name, legal address, phone and fax number]**.

**GRANTOR:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_          )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_



TO: Honorable Mayor Fancher and Town Council members  
FROM: Eric J. Heil, Town Attorney  
RE: Consent and Subordination Agreement  
DATE: December 9, 2016

---

**SUMMARY:** This matter is related to the proposed partnership project for the Walking Mountains Science Center ("Walking Mountains"), Eagle County and Town of Avon for Walking Mountains to acquire adjacent lands for preservation and expansion of the science center on Buck Creek road. A portion of the lands to be acquired by Walking Mountains would be subject to a conservation easement. It is common to seek subordination of covenants on a property that could result in terminating or superseding the protections in a conservation easement. Walking Mountains has requested the owners of the other property in the Buck Creek Subdivision (Avon MOB LLC, and Town of Avon and Eagle River Fire Protection District as owners of an undivided interest in Lot 1B) to approve the attached Consent and Subordination Agreement.

I do not see any negative impacts to the Town of Avon in approving the Consent and Subordination Agreement so that a conservation easement on lands acquired by Walking Mountains has priority over the Buck Creek declarations.

**PROPOSED MOTION:** "I move to approve the Consent and Subordination Agreement for Lot 1B, Buck Creek Subdivision."

*Thank you, Eric*

**ATTACHMENTS:** Consent and Subordination Agreement

## CONSENT AND SUBORDINATION

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned are a beneficiary of that certain Declaration of Covenants, Conditions and Restrictions for Buck Creek recorded on December 30, 2009 at Reception No. 200927821 in the records of the Clerk and Recorder of Eagle County, Colorado, and all related documents and instruments (collectively, the "DCCR"), and each hereby consents to the execution of that certain Deed of Conservation Easement to which this Consent and Subordination is attached as an exhibit, subordinates the lien of the DCCR to the Deed of Conservation Easement and agrees that any foreclosure of the DCCR shall not adversely affect the existence or continuing validity of the Deed of Conservation Easement. The Deed of Conservation Easement shall run with the land and remain in full force and effect as if such were executed, delivered, and recorded prior to the execution, delivery, and recording of the DCCR. Each of the undersigned hereby represents that they are authorized to execute this instrument on behalf of themselves if an individual or on behalf of the entity for which they are acting hereunder.

EXECUTED, on the date next to the undersigned's signature.

*[signature pages attached]*



OWNER OF A 55% INTEREST IN LOT 1B,  
BUCK CREEK:

**EAGLE RIVER FIRE PROTECTION  
DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title/Entity: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF EAGLE            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2016, by \_\_\_\_\_, as \_\_\_\_\_ of Eagle River Fire  
Protection District.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



OWNER OF LOT 2A, LOT 2B AND LOT 3, BUCK CREEK:

**WALKING MOUNTAINS, a Colorado non-profit corporation**

(formerly known as: Gore Range Natural Science School non-profit corporation)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title/Entity: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF EAGLE            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ of Walking Mountains, a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

