



TOWN OF AVON, COLORADO
TOWN OF AVON MEETINGS FOR TUESDAY, APRIL 11, 2017
AVON TOWN COUNCIL REGULAR MEETING BEGINS AT 2:00 PM
AVON LIQUOR AUTHORITY MEETING BEGINS AT 5:30 PM
AVON TOWN HALL, ONE LAKE STREET

AVON TOWN COUNCIL REGULAR MEETING BEGINS AT 2:00 PM (SEE AGENDA BELOW)
AVON LIQUOR LICENSING AUTHORITY MEETING BEGINS AT 5:30 PM (SEE SEPARATE AGENDA PAGE 3)

- 1. CALL TO ORDER & ROLL CALL**
- 2. APPROVAL OF AGENDA**
- 3. EXECUTIVE SESSION** FOR DISCUSSION OF A PERSONNEL MATTER UNDER C.R.S. §24-6-402(2)(F) AND FOR A CONFERENCE WITH THE TOWN ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE REGARDING PERSONNEL MATTERS UNDER C.R.S. § 24-6-402(2)(B)
- 4. MOTION TO CONTINUE REGULAR MEETING FOR A MEETING OF THE LIQUOR LICENSING AUTHORITY**
- 5. CALL TO ORDER & ROLL CALL OF THE CONTINUED REGULAR MEETING**
- 6. MEETING PROCEDURES FOR THE MEETING OF APRIL 11, 2017**
 - 6.1. ACTION ITEMS**
 - PRESENTATION OF ITEM
 - PUBLIC COMMENT – 3 MINUTE LIMIT ALLOWED TO EACH PERSON WISHING TO SPEAK, UNLESS MAJORITY OF COUNCIL AGREES TO A LONGER TIME
 - COUNCIL DISCUSSION
 - MOTION
 - COUNCIL DISCUSSION
 - VOTE
 - 6.2. WORK SESSION AND PRESENTATIONS**
 - PRESENTATION OF ITEM
 - COUNCIL DISCUSSION
 - PUBLIC COMMENT – 3 MINUTE LIMIT ALLOWED TO EACH PERSON WISHING TO SPEAK, UNLESS MAJORITY OF COUNCIL AGREES TO A LONGER TIME
 - COUNCIL DIRECTION
- 7. PUBLIC COMMENT – COMMENTS ARE WELCOME ON ITEMS NOT LISTED ON THE FOLLOWING AGENDA* - THREE (3) MINUTE LIMIT ALLOWED TO EACH PERSON WISHING TO SPEAK, UNLESS MAJORITY OF COUNCIL AGREES TO A LONGER TIME**
- 8. PROCLAMATION HONORING THE MONTH OF THE YOUNG CHILD (MAYOR JENNIE FANCHER) (5 MINUTES)**

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



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9. ENGINEERING DEPARTMENT PRESENTATION (TOWN ENGINEER JUSTIN HILDRETH) (15 MINUTES)

10. WORK SESSION

10.1. HIGH FIVE ACCESS MEDIA WORK SESSION (**40 MINUTES**)

11. ACTION ITEMS

11.1. RESOLUTION 17-02, APPROVING PEG GRANT TO HIGH FIVE ACCESS MEDIA (**5 MINUTES**)

11.2. **PUBLIC HEARING** AND FIRST READING OF ORDINANCE 17-06, APPROVING THE *TOWN OF AVON COMPREHENSIVE PLAN*, DATED APRIL, 2017, A COMPREHENSIVE PLAN AMENDMENT APPLICATION (PLANNING DIRECTOR MATT PIELSTICKER) (**60 MINUTES**)

11.3. NOTICE OF AWARD FOR 2017 ROAD MICRO-SURFACING PROJECT (TOWN ENGINEER JUSTIN HILDRETH) (**10 MINUTES**)

11.4. REVIEW AND ACTION TO FUND SHERWOOD MEADOWS CONDOMINIUM REMODEL IMPROVEMENTS FROM THE GENERAL FUND CONTINGENCY WITH APPROPRIATION TO THE BUILDINGS AND FACILITIES BUDGET (TOWN ENGINEER JUSTIN HILDRETH) (**20 MINUTES**)

11.5. RESOLUTION 17-05 AMENDING AND RE-ADOPTING THE SIMPLIFIED RULES OF ORDER FOR AVON TOWN COUNCIL MEETINGS (TOWN ATTORNEY ERIC HEIL) (**15 MINUTES**)

11.6. MARCH 28, 2017 MEETING MINUTES (TOWN CLERK DEBBIE HOPPE) (**5 MINUTES**)

12. WRITTEN REPORTS

12.1. TOWN CLEAN-UP DAY REPORT

12.2. 1ST QUARTER STRATEGIC PLAN IMPLEMENTATION REPORT

13. MAYOR & COUNCIL COMMENTS & MEETING UPDATES (15 MINUTES)

14. ADJOURNMENT

***Public Comments:** Council agendas shall include a general item labeled "Public Comment" near the beginning of all Council meetings. Members of the public who wish to provide comments to Council greater than three minutes are encouraged to schedule time in advance on the agenda and to provide written comments and other appropriate materials to the Council in advance of the Council meeting. The Mayor may permit public comments during any agenda item provided that such invitation does not hinder the ability of Council to conduct official Town business in an efficient manner. For matters which may involve substantial public comment by numerous members of the public, the Mayor or Council may propose limiting public comment to no less than 3 minutes per individual, which limitation on public comment must be approved by a majority of the quorum present. **Article VI. Public Comments, Avon Town Council Simplified Rules of Order, Adopted by Resolution No. 16-20.**

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TOWN OF AVON MEETINGS FOR TUESDAY, APRIL 11, 2017
AVON LIQUOR AUTHORITY MEETING BEGINS AT 5:30 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. PUBLIC HEARING FOR NEW HOTEL AND RESTAURANT LIQUOR LICENSE**
 - 4.1. APPLICANT NAME: PROST, LLC D/B/A EIN PROSIT FINE BEERS AND SAUSAGES
LOCATION: 82 EAST BEAVER CREEK PLACE, SUITE M101
TYPE: HOTEL AND RESTAURANT LIQUOR LICENSE
OWNER: SCOTT POHLMAN
ACTION: RESOLUTION NO. 17-01
- 5. MINUTES FROM MARCH 14, 2017**
- 6. ADJOURNMENT**

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REPORT TO AVON LIQUOR LICENSING AUTHORITY

To: Avon Liquor Licensing Authority
From: Debbie Hoppe, Town Clerk
Meeting Date: April 11, 2017
Agenda Topic: PUBLIC HEARING for new Hotel and Restaurant Liquor License for PROST, LLC d/b/a Ein Prosit Fine Beers and Sausages

PROPOSED MOTION

I move to approve Resolution No. 17-01, A Resolution Approving the Application of PROST, LLC d/b/a Ein Prosit Fine Beers and Sausages for a Hotel and Restaurant Liquor License, subject to the approval of a Certificate of Occupancy being issued by the Avon Building Official.

ACTION BEFORE COUNCIL

Town Council acting as the Local Liquor Licensing Authority is asked to consider the liquor license application for the following new Hotel and Restaurant Liquor License:

Applicant Name: PROST, LLC d/b/a Ein Prosit Fine Beers and Sausages
Location: 82 East Beaver Creek Place, Suite M107
Type: Hotel and Restaurant Liquor License
Owner: Scott Pohlman
Action: Resolution No. 17-01

The Colorado Liquor Code provides for the licensing of hotels and restaurants to sell alcohol beverages subject to Section 12-47-111 of the Colorado Liquor Code. A Public Hearing is required prior to taking action on the new Hotel and Restaurant Liquor License.

BACKGROUND

Attached is the "Report of Findings" for this application which was submitted to the applicant on March 3, 2017. The Town Clerk and Town Attorney have reviewed the application for complete information and notice was posted on the premise and published in the Vail Daily as documented in the report of findings. The Avon Police Department has conducted the background investigation on the principals and a report is attached. Please note the Town Attorney will be able to assist with questions related to the review of background information as it relates to the review of the applicant's character.

FINDINGS

A background investigation has been completed by the Avon Police Department and Colorado Bureau of Investigations it indicates no areas of concern.

The information in the report addresses how the applicant has met the criteria outlined in Section 5.08 Liquor Licenses of the Avon Municipal Code and the State Liquor and Beer Code. The report indicates that the applicant has the burden of proving he/she is qualified to hold the license. The applicant also has the

community require the granting of the license. A petition survey has been submitted; this information will assist in the determination of the “desires & needs of the neighborhood”. It is noted that the petition signature shows 100% favor for this type of license in this neighborhood.

The applicant has submitted a diagram of the premises. The owner Scott Pohlman will attend the meeting. The application fees for the liquor licensing have been submitted for both the Town and State of Colorado. If the Authority decides to approve the application, a resolution is attached, which if adopted takes this action.

Attachments

1. Addendum to Memo Outlining Role of Authority for New Liquor License Applications
2. Report of Findings
3. Resolution No. 17-01 Approving the Application of PROST, LLC d/b/a Ein Prosit Fine Beers and Sausages for a Hotel and Restaurant Liquor License
4. Colorado Liquor License Application including the following documents as part of the application submittal:
 - 4.1. Exhibit A - Diagram of Premises
 - 4.2. Exhibit B - Operating agreement
 - 4.3. Exhibit C - Shopping Center Lease
 - 4.4. Exhibit D - Articles of Organization
 - 4.5. Exhibit E - Certificate of Good Standing
 - 4.6. Exhibit F - Individual History Record & Report from Avon Police Department
5. Petition to Avon Liquor Licensing Authority

1. Addendum to Memo for New Liquor License Applications

Background on the Role of Liquor Licensing Authority in Consideration of New Licenses:

The Avon Town Council acting as the Local Liquor Licensing Authority has the duty to conduct hearings and make findings of fact as to whether to grant or deny a new local liquor license. The State Licensing Authority cannot grant or issue any "new license" until the Authority has first approved the application by conducting a hearing for such license. If the Authority denies the application, the Executive Director of the State of Colorado cannot override its decision. If the Authority approves a license, the State Licensing Authority cannot refuse to issue the license except upon hearing with a 15-day notice to the applicant and the Authority. Once the state license is received by the Town Clerk's Office and the Certificate of Occupancy has been received from the Building Department, the Town and State licenses can be issued.

The Town Clerk, Town Attorney and Police Department handle the review of the liquor license applications administratively. A "Report of Findings" is completed by the Town Clerk & provided the applicants five days prior to the hearing. The Authority members are provided the application materials when it appears on the Liquor Board Agenda. A public hearing is conducted for all new applications. The Local Authority's decision is usually given at the conclusion of the hearing although it may be delayed. The decision must be given in writing within 30 days after the date of the hearing and may follow in the form of a resolution. The motion to approve or disapprove should be explicit stating the exact reasons for denial or approval. A motion to deny a license must be based on evidence presented at the hearing.

The Liquor Code of Colorado provides that in making any decision, the Local Licensing Authority must consider the following before approving or denying the application:

- Facts and evidence resulting from the investigation and any facts brought to the attention of the Authority.
- The reasonable requirements of the neighborhood
- The desires of the inhabitants of the neighborhood.
- The number, type and availability of liquor outlets located in or near the neighborhood under consideration.
- Any other pertinent matters affecting the qualifications of the applicant for the conduct of the type of business proposed.

Requests for licenses may be denied for various reasons such as the applicant is not of good moral character, the applicant's character, record, or reputation is unsatisfactory, or the proposed outlet is within 500 feet of any school.



**LOCAL LIQUOR LICENSING AUTHORITY
TOWN OF AVON, COLORADO**

RE THE APPLICATION OF)
 PROST, LLC D/B/A EIN PROSIT FINE BEERS AND SAUSAGES) **REPORT OF FINDINGS**
 82 EAST BEAVER CREEK PLACE SUITE M107)
 AVON, COLORADO)
 FOR A HOTEL AND RESTAURANT LIQUOR LICENSE)

TO: THE APPLICANT ABOVE AND OTHER INTERESTED PARTIES
SUBMITTED BY: DEBBIE HOPPE, TOWN CLERK, TOWN OF AVON
DATE: MARCH 20, 2017

PURSUANT to the Statutes of the State of Colorado, the Ordinances of the Town of Avon, and the Rules and Procedures of the Local Licensing Authority, the applicants are hereby advised that with regard to the application for a Hotel and Restaurant Liquor License filed with the Town Clerk’s Office on March 6, 2017, an investigation has been made, and the Report of Findings is as follows:

1. The location of the new establishment, PROST, LLC d/b/a Ein Prosit Fine Beers and Sausages is 82 East Beaver Creek Place M107, Avon, Colorado.
2. From evidence submitted, the applicant is entitled to possession of the premises as documented by a “Lease Agreement” with a commencement date of January 1, 2017 and executed between CSB Properties Holdings, LLC. The applicant has submitted a diagram of the premises showing the floor plan of the building referred to as the Benchmark Shopping Center. The premise is approximately 1,800 square feet in size per the lease.
3. The operation of a restaurant and sale of liquor in this the proposed location is in an area permitted under the applicable zoning laws of the Town of Avon. The applicant has a retail sales tax license and business license from the Town of Avon.
4. The proposed building in which the liquor is to be sold is not located within 500' of any public or parochial school or the principal campus of any college, university or seminary.
5. The appropriate documents, i.e. individual history records & fingerprints, required to conduct the background investigation have been submitted to the Colorado Bureau of Investigation (“CBI”) and Avon Police Department. The results of the Avon Police Department on the owners of the restaurant indicate no criminal activities. The final background report from CBI has not been received, see below for names of applicants:

Title	Name	Address	Telephone
Manager	Scott Pohlman	PO Box 4520 Frisco, CO 80443	(970)668-3688
Managing Member	David Pohlman	5239 Flower Circle Arvada, CO 80002	(970)668-3688



**LOCAL LIQUOR LICENSING AUTHORITY
TOWN OF AVON, COLORADO**

6. The applicant has submitted the appropriate application fees to the Town Clerk for costs associated with a new application. If the Hotel and Restaurant License is approved by Avon's Local Liquor Authority, the appropriate executed paperwork will be forwarded to the Liquor Enforcement Division for its approval and issuance of the State license. Upon receipt of the State License, the Town Clerk will issue both the state and town licenses to the owners.
7. The public hearing on this application will be held on April 11, 2017 at 5:00 p.m. in the Council Chambers of the Avon Town Hall, One Lake Street, Avon, Colorado. Public Notice was given regarding said application and scheduled hearing date and was published in the Vail Daily on March 17, 2017 and posted on premises of the proposed location ten days prior to the hearing. At said hearing, the applicant shall have an opportunity to be heard regarding all matters related to the application, including all matters set forth herein.
9. The "Neighborhood" has been established by the Avon Liquor Licensing Authority with the adoption of Resolution No. 04-04 on November 23, 2004, defining it as "the neighborhood to be served by any applicant for liquor license of any kind shall be the Town of Avon, including residents of the Town, persons working in the Town and visitors to the Town".
10. At the public hearing, the applicant has the burden of proving he/she is qualified to hold the license applied for, and that his character, record and reputation are satisfactory. The applicant also has the burden of proving that the reasonable requirements of the neighborhood and the desires of the inhabitants of the neighborhood require the granting of the license. And finally, the applicant is required to file with the Town Clerk documentary evidence, thereof, including any surveys and petitions, not later than seven days before the date of the hearing. This petition is included as a part of these findings and shows unanimous support for this "Hotel and Restaurant License" in this location with a total of 43 signatures. The signatures on the petition include people from Avon representing residents as well as signatures from people residing in Eagle County.
11. The applicant is advised to obtain and read a copy of the State of Colorado Liquor and Beer Codes and Regulations and the Town Code Section on Liquor Licenses (Title 5, Chapter 5.08). These regulations can be found on the following websites:
http://www.revenue.state.co.us/liquor_dir/home.asp
http://www.colocode.com/avon/avon_05.pdf

Mailed on March 20, 2017

**PROCEEDINGS OF THE
LIQUOR LICENSING AUTHORITY OF THE
TOWN OF AVON**

**RESOLUTION NO. 17-01
SERIES OF 2017**

A Resolution Approving the Application of PROST, LLC d/b/a Ein Prosit Fine Beers and Sausages for a Hotel and Restaurant License

WHEREAS, on April 11, 2017, the Liquor Licensing Authority of the Town of Avon ("the Authority") did receive and consider the application of CTK, LLC whose mailing address is PO Box 4594, Avon, Colorado, for a Hotel and Restaurant License located at 82 E. Beaver Creek Place, Suite A107, Avon, Colorado; and

WHEREAS, the Authority finds that Notice of Application was published in the Vail Daily on March 17, 2017 and proof of publication by the publisher of the Vail Daily was received; and

WHEREAS, the Authority finds that the application was in proper form and accompanied by the necessary supplementary evidentiary matter required by law, the regulations of the State of Colorado and the Authority; and

WHEREAS, the application was supported by petitions with signatures that supported the application in full with 100% of persons signing petition in favor of the Hotel and Restaurant License at said location; and

WHEREAS, the neighborhood to be served by the proposed licensee has been determined to be the Town of Avon, including residents of the Town, persons working in the Town and visitors to the Town as stated in Resolution No. 04-04 adopted on November 23, 2004; and

NOW, THEREFORE, THE LIQUOR LICENSING AUTHORITY OF THE TOWN OF AVON DOES FIND:

1. The applicant is of good moral character and reputation.
2. The neighborhood to be served by the applicant is the Town of Avon, including residents of the Town, persons working in the Town and visitors to the Town.
3. There does exist a reasonable requirement in such neighborhood for the type of license for which application is made as shown by the submitted petition.
4. The adult inhabitants of the Town desire that the license be granted.

ADOPTED THE 11th DAY OF April 2017

TOWN OF AVON, COLORADO

Jennie Fancher, Chairman

Debbie Hoppe, Secretary

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only

• All answers must be printed in black ink or typewritten
 • Applicant must check the appropriate box(es)
 • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor

1. Applicant is applying as a/an

<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual
<input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)	<input checked="" type="checkbox"/> Limited Liability Company
	<input type="checkbox"/> Association or Other

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

PROST LLC

FEIN Number
01-0969356

2a. Trade Name of Establishment (DBA)

EIN PROSIT FINE BEERS AND SALVAGES

State Sales Tax Number
42887890000

Business Telephone
(970)6683688

3. Address of Premises (specify exact location of premises, include suite/unit numbers)

82 E. BEAVER CREEK PLACE, SUITE M107

City <u>AVON</u>	County <u>EAGLE</u>	State <u>CO</u>	ZIP Code <u>81620</u>
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4. Mailing Address (Number and Street) <u>PO BOX 4594</u>	City or Town <u>AVON</u>	State <u>CO</u>	ZIP Code <u>81620</u>
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6. Email Address
scottdpohlman@msn.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
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Section A Nonrefundable Application Fees	Section B (Cont.) Liquor License Fees
<input type="checkbox"/> Application Fee for New License.....\$1950.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County) \$500.00
<input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review\$2050.00	<input type="checkbox"/> Manager Registration - H & R \$75.00
<input type="checkbox"/> Application Fee for Transfer\$1950.00	<input type="checkbox"/> Manager Registration - Tavern \$75.00
	<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00

Section B Liquor License Fees	
<input type="checkbox"/> Add Optional Premises to H & R..... \$100.00 X _____ Total _____	<input type="checkbox"/> Master File Location Fee\$25.00 X _____ Total _____
<input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____	<input type="checkbox"/> Master File Background \$250.00 X _____ Total _____
<input type="checkbox"/> Arts License (City)\$308.75	<input type="checkbox"/> Optional Premises License (City)..... \$500.00
<input type="checkbox"/> Arts License (County)\$308.75	<input type="checkbox"/> Optional Premises License (County) \$500.00
<input type="checkbox"/> Beer and Wine License (City).....\$351.25	<input type="checkbox"/> Racetrack License (City).....\$500.00
<input type="checkbox"/> Beer and Wine License (County).....\$436.25	<input type="checkbox"/> Racetrack License (County).....\$500.00
<input type="checkbox"/> Brew Pub License (City)\$750.00	<input type="checkbox"/> Resort Complex License (City).....\$500.00
<input type="checkbox"/> Brew Pub License (County).....\$750.00	<input type="checkbox"/> Resort Complex License (County).....\$500.00
<input type="checkbox"/> Club License (City).....\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00
<input type="checkbox"/> Club License (County)\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00
<input type="checkbox"/> Distillery Pub License (City).....\$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50
<input type="checkbox"/> Distillery Pub License (County)\$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50
<input checked="" type="checkbox"/> Hotel and Restaurant License (City)\$500.00	<input type="checkbox"/> Retail Liquor Store (City).....\$227.50
<input type="checkbox"/> Hotel and Restaurant License (County)\$500.00	<input type="checkbox"/> Retail Liquor Store (County).....\$312.50
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$600.00	<input type="checkbox"/> Tavern License (City)\$500.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00	<input type="checkbox"/> Tavern License (County).....\$500.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50	<input type="checkbox"/> Vintners Restaurant License (City)\$750.00
<input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50	<input type="checkbox"/> Vintners Restaurant License (County).....\$750.00
<input type="checkbox"/> Lodging & Entertainment - L&E (City).....\$500.00	

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			\$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

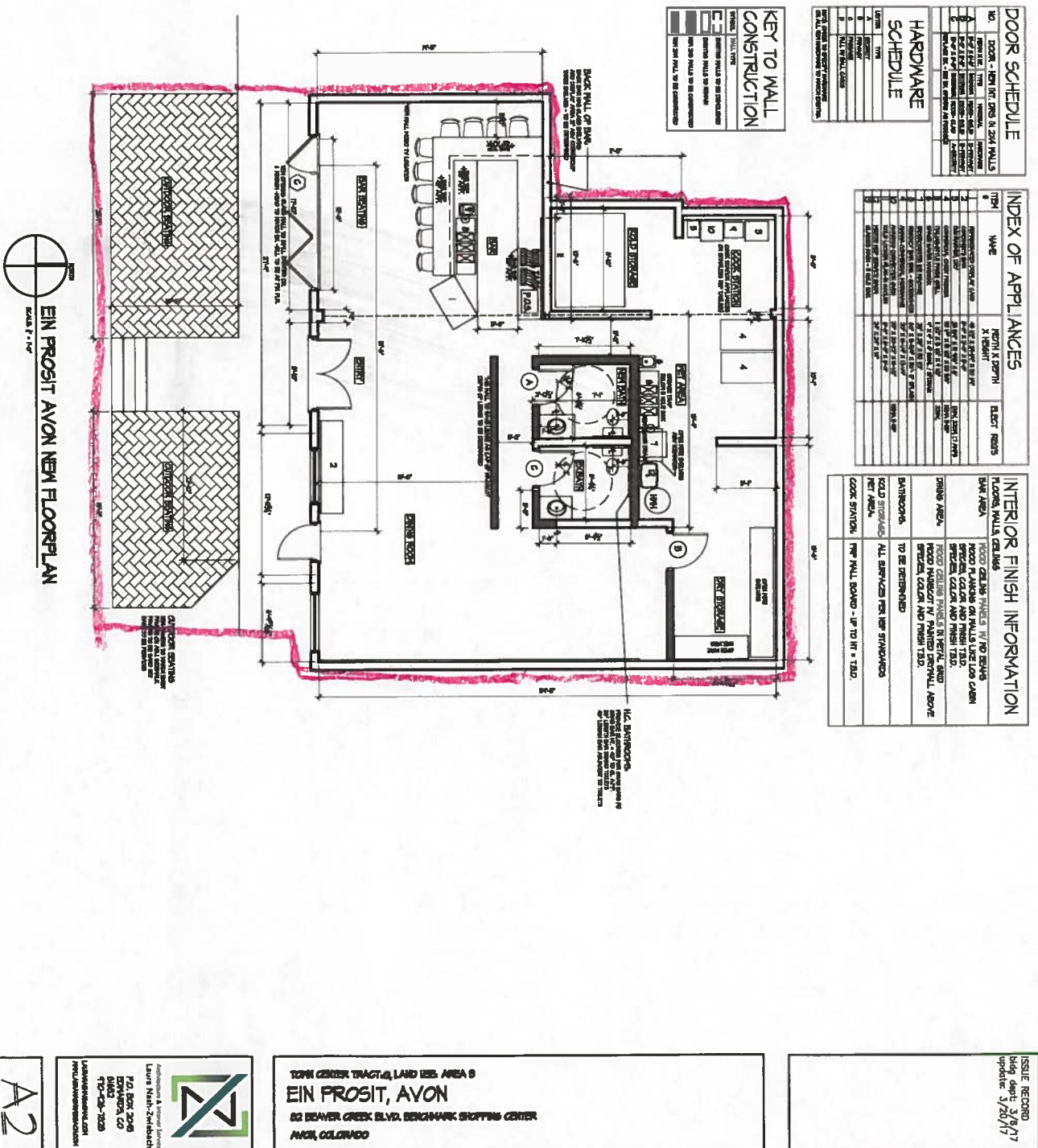
Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority <input type="checkbox"/> F. All sections of the application need to be completed
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
IV.	Background information and financial documents <input checked="" type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) <input checked="" type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
IX.	Manager registration for Hotel and Restaurant, Tavern and Lodging & Entertainment licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	Yes	No		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
(b) Had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	or			
	Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>			
	Other: _____			
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	<input type="checkbox"/>	<input type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	<input type="checkbox"/>	<input type="checkbox"/>		
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	<input type="checkbox"/>	<input type="checkbox"/>		
13b. Are you a Colorado resident?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <i>PROST LLC SCOTT POHLMAN</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord <i>CSB PROPERTIES HOLDINGS LLC</i>	Tenant <i>NO-DUFF LLC PROST LLC</i>	Expires <i>1-2022</i>		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
c. Attach a diagram designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name <i>THELEN</i>	First Name <i>JEREMY</i>	Date of Birth [REDACTED]	FEIN or SSN [REDACTED]	Interest/Percentage <i>50%</i>
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input type="checkbox"/>				
Number of additional Optional Premise areas requested. (See license fee chart) <input type="text"/>				
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes" a copy of license must be attached. <input type="checkbox"/> <input type="checkbox"/>				
19. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/>				
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/>				
(c) How long has the club been incorporated? <input type="text"/>				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <input type="checkbox"/> <input type="checkbox"/>				
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) <input type="checkbox"/> <input type="checkbox"/>				
21. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment or Tavern License, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprints.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager <i>POHLMAN</i>	First Name of Manager <i>SCOTT</i>			
22. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. <i>4283789000</i> <input checked="" type="checkbox"/> <input type="checkbox"/>				

Name		Type of License	Account Number	
23. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
24. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.				
Name	Home Address, City & State	DOB	Position	%Owned
SCOTT FOHLMAN	P.O. Box 4520 FRISCO CO 80443	[REDACTED]	COO./owner	75
Name	Home Address, City & State	DOB	Position	%Owned
DAVID FOHLMAN	5239 FLOWER CIR ARVADA CO 80002	[REDACTED]	OWNER	75
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.				
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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature	Printed Name and Title		Date	
	SCOTT FOHLMAN OWNER		3-3-17	
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)			
March 6, 2017	April 11, 2017			
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license				
(Check One)				
<input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority				
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?				Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?				Yes <input type="checkbox"/> No <input type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				Yes <input type="checkbox"/> No <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for		Telephone Number	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County	
Town of Avon		(970) 748-4001		
Signature	Print	Title	Date	
Signature	Print	Title	Date	

Exhibit A



NO.	DOOR	TYPE	FINISH	REMARKS
1	ENTRY	SWING	WOOD	DOOR TO ENTRY
2	KITCHEN	SLIDING	WOOD	DOOR TO KITCHEN
3	BATHROOM	SWING	WOOD	DOOR TO BATHROOM
4	HALL	SWING	WOOD	DOOR TO HALL

NO.	TYPE	FINISH	REMARKS
1	DOOR	WOOD	DOOR TO ENTRY
2	DOOR	WOOD	DOOR TO KITCHEN
3	DOOR	WOOD	DOOR TO BATHROOM
4	DOOR	WOOD	DOOR TO HALL

SYMBOL	DESCRIPTION
[Pattern]	CONCRETE WALL
[Pattern]	BRICK WALL
[Pattern]	CMU WALL
[Pattern]	GLASS WALL
[Pattern]	WOOD WALL
[Pattern]	OTHER WALL

ITEM #	NAME	ROOM #	SELECT FINISH
1	REFRIGERATOR	KITCHEN	WOOD
2	STOVE	KITCHEN	WOOD
3	DISHWASHER	KITCHEN	WOOD
4	SINK	KITCHEN	WOOD
5	MICROWAVE	KITCHEN	WOOD
6	CUPBOARD	KITCHEN	WOOD
7	COUNTER	KITCHEN	WOOD
8	ISLAND	KITCHEN	WOOD
9	SEAT	DINING AREA	WOOD
10	TABLE	DINING AREA	WOOD
11	CHAIR	DINING AREA	WOOD
12	TV	LIVING AREA	WOOD
13	SOFA	LIVING AREA	WOOD
14	CHAIR	LIVING AREA	WOOD
15	TABLE	LIVING AREA	WOOD
16	CHAIR	LIVING AREA	WOOD
17	TABLE	LIVING AREA	WOOD
18	CHAIR	LIVING AREA	WOOD
19	TABLE	LIVING AREA	WOOD
20	CHAIR	LIVING AREA	WOOD
21	TABLE	LIVING AREA	WOOD
22	CHAIR	LIVING AREA	WOOD
23	TABLE	LIVING AREA	WOOD
24	CHAIR	LIVING AREA	WOOD
25	TABLE	LIVING AREA	WOOD
26	CHAIR	LIVING AREA	WOOD
27	TABLE	LIVING AREA	WOOD
28	CHAIR	LIVING AREA	WOOD
29	TABLE	LIVING AREA	WOOD
30	CHAIR	LIVING AREA	WOOD
31	TABLE	LIVING AREA	WOOD
32	CHAIR	LIVING AREA	WOOD
33	TABLE	LIVING AREA	WOOD
34	CHAIR	LIVING AREA	WOOD
35	TABLE	LIVING AREA	WOOD
36	CHAIR	LIVING AREA	WOOD
37	TABLE	LIVING AREA	WOOD
38	CHAIR	LIVING AREA	WOOD
39	TABLE	LIVING AREA	WOOD
40	CHAIR	LIVING AREA	WOOD
41	TABLE	LIVING AREA	WOOD
42	CHAIR	LIVING AREA	WOOD
43	TABLE	LIVING AREA	WOOD
44	CHAIR	LIVING AREA	WOOD
45	TABLE	LIVING AREA	WOOD
46	CHAIR	LIVING AREA	WOOD
47	TABLE	LIVING AREA	WOOD
48	CHAIR	LIVING AREA	WOOD
49	TABLE	LIVING AREA	WOOD
50	CHAIR	LIVING AREA	WOOD

FINISH AREA	FINISH DESCRIPTION
FLOOR	WOOD FLOORING ON WALLS USE LINO CORK
WALL	WOOD PANELING ON WALLS USE LINO CORK
CEILING	WOOD CEILING PANELS IN KITCHEN AND DINING AREA
BATHROOM	WOOD CEILING PANELS IN BATHROOM
KITCHEN	WOOD CEILING PANELS IN KITCHEN
LIVING AREA	WOOD CEILING PANELS IN LIVING AREA
HALL	WOOD CEILING PANELS IN HALL
CL. AREA	WOOD CEILING PANELS IN CLOSET AREA
COOK STATION	WOOD CEILING PANELS IN COOK STATION
FRY WALL BOARD	WOOD CEILING PANELS IN FRY WALL BOARD
ALL SERVICES PER NEW STANDARDS	

EIN PROSIT AVON NEW FLOORPLAN
SCALE: 1/8" = 1'-0"

A2

Architectural & Interior Services
LARRY WATSON/SCHUBERT
P.O. BOX 3048
EDWARDS, CO
97928-3048
TEL: 970-929-1020
WWW.SCHUBERTDESIGN.COM

TOPIC CENTER TRACT-2, LAND USE AREA 0
EIN PROSIT, AVON
82 BEAVER CREEK BLVD. BENCHMARK SHOPPING CENTER
AVON, COLORADO

ISSUE RECORD
bldg date: 3/8/17
update: 3/20/17

Operating Agreement for Prost L.L.C.

Operating Agreement

This Operating Agreement (the "Agreement") made and entered into this
1 day of Aug, 2011 (the "Execution Date"),

BETWEEN

Scott D. Pohlman of Summit Cove, Colorado 80435, and
David L. Pohlman of 5329 Flower Circle, Arvada, Co 80002

(individually the "Member" and collectively the "Members").

BACKGROUND

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties to this Agreement agree as follows:

1. **Formation**
2. By this Agreement the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Colorado. The rights and obligations of the Members will be as stated in the Colorado Limited Liability Company Act (the "Act") except as otherwise provided here.
3. **Name**
4. The name of the Company will be Prost LLC.
5. **Purpose**

Operating Agreement for Prost L.L.C.

6. A restaurant serving German style beer and sausages.
7. **Term**
8. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.
9. **Place of Business**
10. The Principal Office of the Company will be located at 313 Main St., Frisco, Co 80443 or such other place as the Members may from time to time designate.
11. **Capital Contributions**
12. The following is a list of all Members and their Initial Capital Contributions to the Company. Each of the Members agree to make their Capital Contributions to the Company, full and on time, according to the following terms:

1. Member	2. Contribution Description	3. Value of Contribution	4. Delivery Date
Scott D. Pohlman	This Member will contribute \$4,000.00 cash, property, labor and expertise to bring Prost LLC to market.	\$4,000	8 Jul 2010
David L. Pohlman	This member will contribute \$12,000 cash, property, labor, and expertise to bring Prost LLC to market.	\$12,000	8 Jul 2010

Operating Agreement for Prost L.L.C.

25. Distribution of Profits/Losses

13. Subject to the other provisions of this Agreement, the Net Profits or Losses of the Company, for both accounting and tax purposes, will be distributed between the Members in the following manner:

1. Member	1. Profit/Loss Percentage
Scott D. Pohlman	25%
David L. Pohlman	75%

14. Distributions will be made according to the following schedule:
Distributions are to be made no more frequently than quarterly and no less frequently than annually.

15. Tax Allocations will be made in the same fixed proportions as the allocation of Net Profits or Losses described above.

16. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

17. Voting

18. Each Member will have a single equal vote on any matter.

19. Nature of Interest

20. A Member's interest in the Company will be considered personal property, and will at no time be considered real property.

21. A Member's ownership interest in the Company will be represented by a certificate issued by the Company.

Operating Agreement for Prost L.L.C.

22. Withdrawal of Contribution

23. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

24. Liability for Contribution

25. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as described elsewhere in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of the remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

26. Additional Contributions

27. Capital Contributions may be amended from time to time, according to the requirements of the Company provided that the Members' interests are not affected, except with the unanimous consent of the Members. No Member will be required to make Additional Contributions. Whenever additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by business obligations, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case the allocation of Net Profits or Losses of the Company among all the Members may be adjusted to reflect the aggregate change in Capital Contributions by the Members.

28. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power.

Operating Agreement for Prost L.L.C.

Resolution of such debts may have preference or priority over any other payments to Members as may be determined by a majority of the Members. All such transactions will be documented and supported by a promissory note.

29. Capital Accounts

30. An individual capital account will be maintained for each Member and their initial Capital Contribution will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account. Each Member will be required to maintain a positive balance in their Capital Account at all times. Failure to maintain a positive balance may be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

31. Interest on Capital

32. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

33. Compensation of Members for Services Rendered

34. Members will not be compensated by the Company for services rendered to or on behalf of the Company, except reimbursement for expenses directly related to the operation of the Company.

35. Management

36. Management of the Company is vested in the following manager (the "Manager") until such time as this Manager is removed by the Members or withdraws from the position:

1. Manager	1. Manager Address
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Operating Agreement for Prost L.L.C.

1. Scott D. Pohlman	1. 313 Main St., Frisco, Co 80443
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37. Management compensation will be as follows:

1. Manager	1. Compensation
1. Scott D. Pohlman	1. \$12,000 plus tips per fiscal year

38. The duties, responsibilities and limitations of each class of Managers will include the following:

1. Manager Class	1. Duties, Responsibilities and Limitations
1. General	1. Overall management and overall operation of all aspects of the day to day and strategic operation of Prost. See member restrictions.

Operating Agreement for Prost L.L.C.

1. Day/Night	1. Overall management and operation of assigned shift time (day and or night). As assigned by the Genera Manager in writing.
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39. If there is more than one Manager of the Company, the following actions will require the consent of all current Managers:

40. The Members may remove one or more Managers under the following conditions: *Under conviction of theft, fraud or misuse of funds.*
41. A Manager may voluntarily withdraw as Manager under the following conditions: *After 60 days notice.*
42. A Manager may be added to the Company, under the following conditions: *Consent of both members.*
43. A Manager will be reimbursed for expenses directly related to the operation of the Company.
44. All the Members will be consulted and the advice and opinions of the Members will be obtained as much as is practicable. However, a Manager will have management and control of the day-to-day business of the Company for the purposes stated in this Agreement. All matters outside the day-to-day business of the Company will be decided by the Members as outlined elsewhere in this Agreement.

Operating Agreement for Prost L.L.C.

45. In addition to day-to-day management tasks and any other duties and responsibilities already identified in this Agreement, the Manager's duties will include keeping, or causing to be kept, full and accurate business records for the Company according to accepted accounting practices and overseeing the preparation of any reports considered reasonably necessary to keep the Members informed of the business performance of the Company.
46. A Manager will not be liable to the Members for any action or failure to act resulting in loss or harm to the Company except in the case of gross negligence or willful misconduct.
47. Subject to the Duty of Loyalty section of this Agreement, a Manager may engage in activities with other business entities where they are or may become a member or manager. A transaction between the Company and another company in which the Manager has a financial interest will not be void for this reason alone. The transaction will be valid only where it has been fully disclosed to the Members of the Company and they agree to the transaction.
48. Each Manager will devote such time and attention to the business of the Company as required to carry out their duties and responsibilities for the conduct of the Company's business.
49. **Authority to Bind Company**
50. Only the following individuals have authority to bind the Company in contract: General Manager and/or unanimous agreement of both members.
51. **Duty of Loyalty**
52. No Member or Manager will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive with the business of the Company or that would be in direct conflict of interest to the Company. Any potential conflicts of interest will be deemed an

Operating Agreement for Prost L.L.C.

Involuntary Withdrawal of the offending Member or Manager and may be treated accordingly by the remaining Members. A withdrawing Member or Manager will not carry on a similar business to the business of the Company within any established or contemplated market regions of the Company for a period of at least 90 days after the date of withdrawal.

53. Duty to Devote Time

54. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company business.

55. Member Meetings

56. Member meetings will be held at the following address, or any other location that the Members may from time to time designate: At Prost, 313 Main St., Frisco, Co 80443.

57. Any impending Member meeting will require 7 days notice be given to all Members.

58. A meeting may be called by any Member providing that appropriate notice has been provided to the other Members.

59. There must be at least 100% of the Members present at a meeting for any decisions to be binding. If the minimum number of Members are not present at the meeting, actions may still be taken by the present Members if prior written consent of the absent Members has been obtained.

60. Admission of New Members

61. No new Members may be admitted into the Company without consent of all current Members.

62. Dissociation of a Member

63. Voluntary Withdrawal: A Member may not withdraw from the Company without the unanimous consent of the remaining Members. In the event of an unauthorized voluntary withdrawal, the withdrawing Member will be liable to the remaining Members for any damages incurred by the

Operating Agreement for Prost L.L.C.

remaining Members including but not limited to the loss of future earnings. The withdrawal of such Member will result in the dissolution of the Company.

64. **Involuntary Withdrawal:** Events leading to the involuntary withdrawal of a Member (the "Dissociated Member") from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of the Operating Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member. The withdrawal of such Member will result in the dissolution of the Company.
65. Where the dissociation of a Member for any reason results in the dissolution of the Company then the Company will proceed in a reasonable and timely manner to dissolve the Company, with all debts being paid first, prior to any distribution of the remaining funds. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
66. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to

Operating Agreement for Prost L.L.C.

bring harm or damage to the Company or to the reputation of the Company.

67. Valuation of Interest

68. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting procedures. This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. A withdrawing Member's interest will be in proportion to their profit and loss share in the Company, less any outstanding liabilities a Member may have to the Company.

69. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

70. Dissolution

71. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

72. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

- a. in satisfaction of liabilities to creditors except Company obligations to current Members;

Operating Agreement for Prost L.L.C.

- b. in satisfaction of Company obligations to current Members to pay debts; and
 - c. to the Members in proportion to their profit and loss share in the Company.
73. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Company assets after liabilities or any insufficiency in Company assets in resolving liabilities under this section will be resolved by the Members in proportion to the profit and loss share of each Member as set out in this Agreement.

74. Records

75. The Company will at all times maintain accurate records of the following:
- a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year (promptly after becoming available).
 - c. Name and last known business, residential, or mailing address of each Member and Manager, as well as the date that person became a Member or Manager.
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

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76. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

77. Each Manager has the right to examine the above documents for any purpose reasonably related to their position as Manager of the Company.

78. Books of Account

79. Accurate and complete books of account of the transactions of the Company will be kept and at all reasonable times be available and open to inspection and examination by any Member. The Books of Account will be kept on the cash basis method of accounting.

80. Banking and Company Funds

81. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Members as agreed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

82. Audit

83. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

84. Fiscal Year End

85. The fiscal year end of the Company is the 31st day of December.

86. Tax Treatment

87. This Company is intended to be treated as a partnership, for the purposes of Federal and State Income Tax.

88. Annual Report

Operating Agreement for Prost L.L.C.

89. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

- a. A copy of the Company's federal income tax returns for that fiscal year.
- b. Supporting income statement.
- c. A balance sheet.
- d. A cash flow statement on request of any Member.
- e. A breakdown of the profit and loss attributable to each Member.

90. Goodwill

91. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting procedures.

92. Governing Law

93. The Members submit to the jurisdiction of the courts of the State of Colorado for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

94. Mediation and Arbitration

95. In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Colorado. The arbitrator's award will be final, and

Operating Agreement for Prost L.L.C.

judgment may be entered upon it by any court having jurisdiction within the State of Colorado.

96. Force Majeure

97. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

98. Forbidden Acts

99. No Member may do any act in contravention of this Agreement.

100. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

101. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

102. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

103. No Member may confess a judgment against the Company.

104. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

105. Indemnification

106. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever,

Operating Agreement for Prost L.L.C.

arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

107. Liability

108. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

109. Liability Insurance

110. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

111. Life Insurance

112. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

113. Actions Requiring Unanimous Consent

114. The following actions will require the unanimous consent of all Members:

- a. Incurring Company liabilities over \$2,500.00.
- b. Incurring a single transaction expense over \$2,500.00.
- c. The sale of any Company asset with a fair market value over \$500.00.

Operating Agreement for Prost L.L.C.

- d. Assignment of ownership rights of Company property.
 - e. Endangering the ownership or possession of Company property.
 - f. Assignment of check signing authority.
 - g. Releasing any Company claim except for payment in full.
- 115. Amendment of Operating Agreement**
116. Unanimous agreement of both members.
117. Amendment of this section or the Voting section will require the unanimous written consent of all Members.
- 118. Title to Company Property**
119. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.
- 120. Miscellaneous**
121. *Time is of the essence in this Agreement.*
122. This Agreement may be executed in counterparts.
123. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
124. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the

Operating Agreement for Prost L.L.C.

provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

125. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the parties.
126. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
127. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
128. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.
129. **Definitions**
130. For the purpose of this Agreement, the following terms are defined as follows:
- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
 - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

Operating Agreement for Prost L.L.C.

- c. "Initial Contribution" means Capital Contributions made by any Member to acquire an interest in the Company.
- d. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles.
- e. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- f. "Principal Office" means the office whether inside or outside the State of Colorado where the executive or management of the Company maintain their primary office.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this _____ day of _____, 20____.

(Witness)

Scott D. Pohlman (Member)

Witness)


L. Pohlman (Member)

David

Operating Agreement for Prost L.L.C.


- c. "Initial Contribution" means Capital Contributions made by any Member to acquire an interest in the Company.
- d. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles.
- e. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- f. "Principal Office" means the office whether inside or outside the State of Colorado where the executive or management of the Company maintain their primary office.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this 1 day of Aug , 2011.



Scott D. Pohlman (Member)

(Witness)



L. Pohlman (Member) David

Witness)

Exhibit C

SHOPPING CENTER LEASE

THIS SHOPPING CENTER LEASE (“Lease”), made and entered into this ~~14~~ day of January, 2017 (the “Effective Date”) , by and between CSB PROPERTIES HOLDINGS, LLC, a Delaware limited liability company (“Landlord”) and NODUFF RESORT PUBS, LLC, a Colorado limited liability company (“Tenant”);

WITNESSETH:

1. BASIC LEASE PROVISIONS. For purposes of this Lease, the following terms and definitions shall be applicable:

- (a) **Landlord:** CSB Properties holdings, LLC, a Delaware limited liability company
- (b) **Tenant:** Noduff Resort Pubs, LLC, a Colorado limited liability company
- (c) **Shopping Center:** The Junction at Benchmark Shopping Center, located in Avon Colorado (containing approximately 24,522 rentable square feet of space)
- (d) **Premises:** Unit M 107, containing approximately 1,800 rentable square feet of space, as more fully described in Exhibit "A", attached hereto and made a part hereof.
[Section 2]
- (e) **Use:** Tenant shall use the Premises solely as a “beer hall” serving alcohol beverages and food and for no other use.
[Section 3]
- (f) **Trade Name:** Prosit Fine Beers & Sausages
[Section 3]
- (g) **Term:** 60 months (5 years); with one option to extend the term for 36 months (3 years)
[Sections 4 and 40]
- (h) **Commencement Date:** The earlier of (i) one hundred eighty (180) days after the Effective Date or (ii) the date that Tenant first opens for business to the public.
[Section 4]
- (i) **Expiration Date:** The last day of the 60th full calendar month after the Commencement Date, anticipated to be [February 28], 2022.
[Section 4]
- (j) **Base Rent:**
[Section 5]

BASE RENT SCHEDULE			
PERIOD	ANNUAL RATE PER RENTABLE SQUARE FOOT	MONTHLY BASE RENT	ANNUAL BASE RENT
01 – 12	\$20.00	\$3,000.00	\$36,000.00
13 - 24	\$20.50	\$3,075.00	\$36,900.00
25 – 36	\$21.01	\$3,151.88	\$37,822.50
37 – 48	\$21.54	\$3,230.67	\$38,768.06
49 – 60	\$22.08	\$3,311.44	\$39,737.26
EXTENSION OPTION			
61-72	\$22.63	\$3,394.22	\$40,730.70
73-84	\$23.19	\$3,479.08	\$41,748.96
85-93	\$23.77	\$3,566.06	\$42,792.69

- (k) **Percentage Rent:** None.
[Section 5]
- (l) **Annual Breakpoint:** N/A
[Section 5]
- (m) **Tenant's Proportionate Share:** 7.34%
- (n) **Landlord's Address for Rent Payments:** By Regular Mail:
[Section 25]
CSB Properties Holdings, LLC
P.O. Box 714260
Cincinnati, OH 45271-4260

or

By Overnight Delivery:

Attn: Wholesale Lockbox #7 (714260)
CSB Properties Holdings, LLC
895 Central Ave., Suite 600
Cincinnati, OH 45202

or

By Wire:

Bank Name: KeyBank, N.A.
ABA Number 021300077
Account Name: CSB Properties Holdings, LLC LB FBO

Greystone Servicing Corporation, its successors and assigns
as Lender

Account Number: 329681225705
- (o) **Landlord's Address for Notices:** c/o Hoffmann Commercial Real Estate, LLC
[Section 25] 8000 Maryland Ave., Suite 925
Clayton, Missouri 63105
- (p) **Tenant's Notice Address:** 82 E. Beaver Creek Place, Suite M107
[Section 25] Avon, Colorado 81620
- (q) **Tenant's Billing Address:** 82 E. Beaver Creek Place, Suite M107
[Section 25] Avon, Colorado 81620
- (r) **Security Deposit:** \$ 4,237.50
[Section 27]
- (s) **Landlord's Broker:** NAI Mountain Commercial – Erich Schmidt (representing
[Section 33] Landlord only).
- (t) **Tenant's Broker:** BHHS CO Properties – Mark Weinreich (representing
[Section 33] Tenant only, and not as a subagent of Landlord).

- (u) **Guarantor(s):** Jeremy Thelen and Scott Pohlman
[Section 38]
- (v) **Guarantor(s') Address:** Jeremy Thelen
Mailing:
PO Box 3308
Vail, CO 81657
Physical:
220 Nottingham Road #2
Avon, CO 81620

Scott Pohlman
Mailing:
PO Box 4520
Frisco, CO 80443
Physical:
422 Bedford Street
Frisco, CO 80443
- (w) **Interior Finish Allowance:** \$25.00 per rentable square feet (\$45,000.00)
[Section 37]
- (x) **Additional Provisions:** Contingencies for satisfaction of water tap capacity (30 days)
[Section 39] and alcoholic beverage license (120 days)
- (y) **Exhibits:** *Additional Provisions*
Exhibit "A": Premises
Exhibit "B": Rules and Regulations
Exhibit "C": Signage Criteria
Exhibit "D": Guaranty

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

2. **PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises described in Section 1(d). In addition, Landlord grants to Tenant the non-exclusive use of all common areas designated by Landlord from time to time in and about the Shopping Center. All common areas shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right, at any time, and from time to time, to change the size, location, elevation, and/or nature of the common areas. Landlord also reserves the right, from time to time, to close portions of the common areas or utilize the same for Landlord's purposes, or for activities which, in the sole judgment of Landlord, would promote the business activities of the Shopping Center to the general public. Tenant acknowledges that the square footages of the Premises and the Shopping Center are only approximate, and Landlord and Tenant agree that, notwithstanding the actual square footage of the Premises and the Shopping Center, Tenant's Proportionate Share, as described in Section 1(m), shall be deemed correct for all matters of this Lease including but not limited to the calculation of Base Rent, Additional Rent, Security Deposit and any construction allowances.

Tenant has inspected the Premises and the common areas of the Shopping Center, and accepts the same in their present "AS IS" condition, acknowledging that the same are in good order and satisfactory condition and suitable for the purposes for which they are leased. Tenant further acknowledges that, except as otherwise set forth in this Lease, Landlord has made no representations to Tenant with respect to any alterations, repairs or improvements to be constructed within the Premises.

3. **USE.** Tenant shall occupy and use the Premises for the sole purpose set forth in Section 1(e) of this Lease, under the trade name set forth in Section 1(f); and Tenant will not change its trade name, or use or permit the Premises or any portion thereof to be used for any other purpose without the prior written consent of Landlord. Tenant shall keep the Premises neat, clean and well maintained, fully stocked, adequately staffed, and open for business to the public during the following hours: 11:00 a.m. to 10:00 p.m. Monday through Thursday, and 11:00 a.m. to 12:00 a.m. (midnight) Friday through Sunday.

Outside storage or sales (sidewalk sales) are prohibited without Landlord's prior written consent. Tenant agrees not to own, operate or be financially interested in, either directly or indirectly, any business which is like or similar to the business permitted to be conducted hereunder, or which uses the same trade name as Tenant's business herein, within a radius of five (5) miles of the perimeter of the Shopping Center, except for those businesses which Tenant has in operation as of the date hereof. Tenant shall obtain, at Tenant's sole cost and expense, all licenses and permits necessary for Tenant's contemplated use of the Premises.

Notwithstanding the foregoing, so long as no Default or Event of Default, as defined below, has occurred and is continuing, Tenant shall have the right, at its sole cost and expenses, to place an outdoor patio (the "Outdoor Patio") along the front side of Tenant's Premises in such area as approved by Landlord, and subject to obtaining all appropriate approvals, consents and permits from applicable government authorities. Tenant's use of the Patio shall at all times be in compliance with all Laws and the Shopping Center Rules and Regulations, as may be amended from time to time.

Except as specifically set forth in this Lease, Landlord shall have no obligations or responsibilities of any nature whatsoever in connection with the Outdoor Patio and Tenant shall have no rights against Landlord of any nature whatsoever in connection with the Outdoor Patio, including (without limitation) in the case of destruction, damage, theft, or vandalism of, or to, Tenant's personal property in the Outdoor Patio. Tenant shall only use the Outdoor Patio for the Permitted Use and shall open the Outdoor Patio for business only during those hours when the Premises are open for business. Tenant, at its sole cost and expense, shall properly maintain, clean and keep in good repair the Outdoor Patio and shall remove all trash generated therefrom on a daily basis or more frequently as needed, and specifically including the immediate cleanup and removal of rubbish and spills. If Tenant fails to clean or keep the Outdoor Patio in good repair or remove trash therefrom, then in addition to and not in lieu of any other remedy to which Landlord may be entitled, Landlord shall have the right but not the obligation to clean, repair, or remove the trash on Tenant's behalf; and Tenant shall pay Landlord's actual cleaning, repair, or trash removal costs (including any overtime costs) immediately upon Landlord's demand therefor.

Tenant shall keep sidewalks unobstructed. No paging over loudspeakers or other audible devices shall be permitted in the Outdoor Patio. Tenant shall be permitted to use the Outdoor Patio solely for the purposes of an outdoor table-top dining area (and not as a take-out area) in conjunction with the use of the Premises. Tenant shall not store or place anything in the Outdoor Patio except for tables, chairs and umbrellas (the "Permitted Outdoor Items"). Landlord reserves the right to place additional reasonable operating requirements on Tenant's use of the Outdoor Patio to insure that (i) Tenant does not materially interfere with the access and visibility to the storefront and entrance to the other premises in the building owned by Landlord or adjacent thereto, (ii) Tenant does not generate excessive noise or odors, or create a nuisance under the Lease or any applicable codes and ordinances, and (iii) Tenant complies with any applicable codes and ordinances governing the use of the Outdoor Patio.

Nothing contained in this Lease shall be deemed to constitute a warranty or representation by Landlord that the Outdoor Patio may lawfully be used, occupied or operated as a dining area as aforesaid or for any other use. Tenant hereby acknowledging that neither Landlord, nor any person acting on behalf of Landlord, has made any representations or warranties as to whether the Outdoor Patio may be so used, occupied or operated.

4. TERM. The Term of this Lease shall be for the period designated in Section 1(g), commencing on the date set forth in Section 1(h), and expiring on the date set forth in Section 1(i), both inclusive. Notwithstanding the aforesaid, in the event Landlord is delayed in delivering the Premises to Tenant for any reason including but not limited to, labor strikes, casualty, legal actions, suits or injunctions, conditions of the elements, the completion of any construction agreed herein to be performed within the Premises by Landlord, or the inability to secure the Premises or any materials, Landlord shall deliver the Premises to Tenant as soon thereafter as possible. In the event of any such delay, Landlord shall not be liable to Tenant, nor shall the validity of this Lease be impaired, but the Commencement Date shall be postponed a number of days equal to such delay, and the Expiration Date shall be extended a like number of days to reflect the term of this Lease, plus an additional number of days through the end of the then current month. However, in the event any such delay is due to Tenant's negligence or any reason within Tenant's control including, without limitation, Tenant's selection of materials, or any requested changes, modifications or additions to any construction agreed to be performed within the Premises by Landlord, the obligations set forth in this Lease shall nevertheless commence on the date Landlord would otherwise have delivered the Premises to Tenant were it not for Tenant's delay.

If this Lease commences on any date other than the Commencement Date set forth in Section 1(h), Tenant shall execute Landlord's separate written memorandum, setting forth the actual Commencement Date, the Expiration Date, the date when all Rent shall commence, and any other information reasonably requested by Landlord. Landlord reserves the right to withhold delivery of the Premises to Tenant until such memorandum has been executed and returned to Landlord; however, the withholding of delivery of the Premises shall in no way relieve Tenant of its obligations under this Lease.

5. RENT. Tenant shall pay to Landlord or to Landlord's designated agent the Base Rent and Additional Rent (collectively, "Rent") which accrues or becomes due during the Term, in advance, on the first day of each calendar month, or as otherwise set forth in this Lease, without demand, setoff or deduction, at the office of Landlord. In the event any Rent or other charge is payable for a partial calendar month or year, such amount shall be prorated to reflect only that portion of the Term within such month or year. All accrued unpaid amounts shall survive the Term.

(a) Base Rent. Tenant shall pay to Landlord annual Base Rent pursuant to the Base Rent Schedule set forth in Section 1(j) commencing on the Commencement Date; provided, however, that the first monthly installment of Base Rent shall be payable to Landlord simultaneously with Tenant's execution and delivery of this Lease to Landlord. All subsequent monthly installments of Base Rent shall be payable on the first day of each month as and when the same become due.

(b) Additional Rent. Tenant shall pay to Landlord, as Additional Rent, an amount equal to Tenant's Proportionate Share of all Taxes, Insurance and CAM charges (as such terms are hereinafter defined) incurred by

Landlord for and on behalf of the Shopping Center. Landlord reserves the right to from time to time adjust Tenant's Proportionate Share based upon any change in the leasable square footage of the Shopping Center.

Taxes (as such term is hereby defined) shall include, without limitation, any tax, assessment, license, fee, or governmental charge, general or special, ordinary or extraordinary, now or hereafter assessed, levied, or imposed against any legal or equitable interest in the Shopping Center or any part thereof, or against Landlord's receipt of rent, or against any of Landlord's personal property used in the operation and/or maintenance of the Shopping Center. Taxes shall not include any franchise taxes or any taxes imposed upon or measured by Landlord's income or profits. However, Taxes as defined herein are predicated on the present system of taxation in the State of Colorado; and, therefore, if due to a future change in the method of taxation any rent, franchise, use, profit or other tax shall be levied or imposed against Landlord in lieu of any charge which would otherwise constitute a Tax, such rent, franchise, use, profit or other tax shall be deemed to be a Tax for the purposes herein. In the event Landlord is assessed with a Tax which Landlord in its sole discretion deems excessive, Landlord may challenge said Tax or may defer compliance therewith to the extent legally permitted; and, in the event thereof, Tenant shall be liable for Tenant's Proportionate Share of all costs in connection with such challenge or deferment, including any costs incurred by Landlord prior to the term of this Lease, to the extent that such costs relate to any Tax savings which may be realized during the Term.

Insurance (as such term is hereby defined) shall include, without limitation, premiums and deductibles for liability, property damage, fire, workers compensation, rent and mortgage insurance, and any other insurance which Landlord deems necessary to carry on, for or in connection with the operation of the Shopping Center, or for the protection of the Shopping Center, and the interests of Landlord and Landlord's agents and mortgagees.

Common Area Maintenance (hereinafter referred to as "CAM") shall include all costs and expenses and reasonable reserves, determined in accordance with generally accepted accounting principles, consistently applied, and incurred by Landlord in connection with the ownership, operation and maintenance of the Shopping Center including without limitation: all materials, equipment and supplies, together with all service, maintenance, and labor agreements, relative to the maintenance, repair and replacement, as necessary, of the Premises and the common areas of the Shopping Center and all electrical, plumbing and mechanical systems therein; all utilities and related expenses and deposits; all exterior and mall lighting; snow removal; all landscaping stock, equipment and maintenance agreements; all common area janitorial services, equipment and supplies, if applicable; fire protection and security (if provided); any private trustee or indenture charges; maintenance, repair and replacement, as necessary, of the trunk sprinkler systems, downspouts, gutters and nonstructural portions of the roof, and all trunkline plumbing, electrical and mechanical systems (as distinguished from the branch-line systems and fixtures); the paving, resealing and/or re-striping of all parking facilities, access roads, driveways, sidewalks and passageways; heating, ventilation and air conditioning ("HVAC") of the common areas of the Shopping Center, if applicable, as well as all maintenance, repairs and any replacements to the HVAC units servicing the common areas of the Shopping Center; all Shopping Center signage; all wages/salaries, fees and commissions and related benefits of all employees and independent contractors engaged in the operation and management of the Shopping Center, together with any applicable social security taxes, employment taxes or other taxes levied against such wages/salaries; management fees; exterior painting and interior painting of the common areas of the Shopping Center; cleaning and vermin extermination; capital improvements which are required by any governmental authority to keep the Shopping Center in compliance with all applicable statutes, codes and regulations; capital improvements which reduce other CAM charges, but in an amount not to exceed the reduction of CAM charges for the relevant year; the rental and/or amortized costs of any machinery or equipment used in connection with the operation or maintenance of the Shopping Center; and all other expenses incurred by Landlord for or on behalf of the Shopping Center. CAM charges shall not include: any expense chargeable to a capital account or capital improvement (other than aforesaid); ground leases; principal or interest payments on any mortgage or deed of trust on the Shopping Center; any amount for which Landlord is reimbursed through insurance, by third persons, or directly by other tenants of the Shopping Center; brokers' commissions and other expenses incurred in the leasing of space to tenants in the Shopping Center.

Landlord shall have the right to invoice Tenant monthly, quarterly, or otherwise from time to time, for Tenant's Proportionate Share of the Taxes, Insurance and CAM charges, as reasonably estimated by Landlord; and

Tenant shall pay to Landlord, as Additional Rent, those amounts for which Tenant is invoiced within thirty (30) days after receipt of said invoice. Any monies paid in advance to Landlord by Tenant shall not accrue interest thereon. After each calendar year, Landlord shall deliver a statement to Tenant setting forth Tenant's actual obligation for Taxes, Insurance and CAM charges, and the total amount of payments paid by Tenant to Landlord for such purposes. In the event Tenant's actual obligation for Taxes, Insurance and CAM charges exceeds Tenant's payments for such respective purposes, Tenant shall pay the applicable difference to Landlord within thirty (30) days after receipt of Landlord's statement. Conversely, in the event Tenant's respective payments toward Taxes, Insurance and/or CAM charges exceed Tenant's actual obligation for each of the same, Landlord shall either refund the applicable overpayment to Tenant or credit said overpayment against Tenant's obligation for such specific expense in the forthcoming year. If upon the expiration or earlier termination of this Lease there is accrued but unbilled Additional Rent, Tenant's obligation with respect to any amounts owed to Landlord shall survive; and, at Landlord's option, Tenant shall either (i) pay such amounts after the expiration of the Term when such Additional Rent has been accurately determined within fifteen (15) days after receipt of Landlord's statement, or (ii) pay an amount reasonably estimated by Landlord prior to the expiration of the Term. Notwithstanding anything herein to the contrary, Tenant shall pay Tenant's actual Proportionate Share of CAM charges for the first full calendar year (and any partial calendar year) following the Commencement Date, which is estimated at \$8.25 per rentable square foot per year. In all subsequent calendar years, Landlord agrees to cap the increase in controllable CAM charges, at a five percent (5%) cumulative increase per year, each year during the Term, including any renewal. There shall not be a cap on Additional Rent items over which Landlord has no direct control (i.e. Taxes, Insurance and utilities), and the aforesaid cumulative cap is on the CAM charges of the Shopping Center reviewed collectively, and not on a line item basis.

Within thirty (30) days after receipt of each year-end statement, Tenant shall have the right, at Tenant's sole cost and expense, to inspect and audit Landlord's records with respect to Tenant's Proportionate Share of Additional Rent, which audit shall be at the accounting office of Landlord's managing agent, upon not less than ten (10) days prior written notice, during said agent's normal business hours. Except as aforesaid, Landlord shall not be obligated to provide Tenant with detailed summaries or receipts for any expenses incurred by or on behalf of the Shopping Center, but Landlord shall provide Tenant with one or more statements setting forth such expenses, categorized by class and amount. Unless Tenant timely elects to audit such records and asserts specific errors within thirty (30) days after receipt of such year-end statement, said statement shall be deemed to be correct.

6. INTEREST AND LATE FEES. In the event Tenant should fail to pay to Landlord any Rent or other charge when due, Tenant shall pay to Landlord (a) interest on the unpaid amount from the due date through the date of payment, in an amount equal to ten percent (10%) per annum; plus (b) a late fee for Landlord's increased administrative expenses, in an amount equal to five percent (5%), per month, of the amount owed Landlord. In addition to the aforesaid, in the event any check or payment made by Tenant is not honored or is otherwise returned by Landlord's bank, Tenant shall pay to Landlord an additional charge equal to Fifty and 00/100 Dollars (\$50.00) for each such returned payment. All interest, late fees and additional charges payable pursuant to this Section shall be paid to Landlord as Additional Rent hereunder; and, at Landlord's option, such charges shall be payable by Tenant with certified funds. Tenant acknowledges that Landlord's actual damages for late payments and returned checks may be difficult or impractical to fix; and therefore, Tenant further acknowledges that such estimated fees and charges are fair and reasonable liquidated damages.

7. UTILITIES. Landlord agrees to supply water, electricity, and sewer connections to the Premises. Tenant shall pay for the use of all said utilities and any other utilities used by Tenant within the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto. Tenant shall also be liable for all maintenance and equipment with respect to the continued operation of such utilities including, without limitation, all fixtures, and all electric light bulbs, tubes and starters; and, upon the termination of this Lease, Tenant shall return all such equipment to Landlord in good condition and repair, including the re-lamping of all light fixtures within the Premises. In the event any such utilities are not separately metered, Tenant shall pay to Landlord a portion of the cost of such utilities determined by Landlord's independent engineer or by a submeter furnished and installed within the Premises at Tenant's expense. Tenant shall operate the HVAC system which services the Premises in a manner so as not to unduly drain heat, ventilation or air conditioning from any enclosed mall or any other area not being serviced by Tenant's HVAC system.

Landlord shall not be liable for any interruption or failure of any utility servicing the Premises or Shopping Center, nor shall any such failure or interruption constitute a constructive eviction or relieve Tenant from the duty of observing and performing the obligations of Tenant under this Lease.

8. LANDLORD'S RIGHTS. (a) Landlord may close the Shopping Center, or portions thereof, in emergency situations exclusively determined by Landlord, during periods of general construction, and at all times other than during normal business hours, during which times admittance may be gained only under such regulations as may be prescribed by Landlord. Landlord may also temporarily reduce or suspend certain building services from time to time for, among other purposes, the proper maintenance and repair of the Shopping Center.

(b) Landlord may designate all sources of all services used in the common areas of the Shopping Center, and Landlord may designate the source and grade of all materials and all personnel for all construction, repairs and maintenance which Landlord is obligated to perform under this Lease, whether the same is within the Premises or about the Shopping Center. Landlord reserves the right to designate, from time to time, for both the Premises and the Shopping Center, all utilities used by Landlord and/or Tenant including, without limitation, all gas, electric, water and sewer service. Tenant shall allow Landlord and all of Landlord's assignees, invitees, licensees, contractors and utility providers reasonable access in and through the Premises for the benefit of Landlord, Tenant and/or any other tenants of the Shopping Center to perform such installations, maintenance, repairs or replacements as Landlord may determine. To this end, Landlord retains such license or easement in and through the Premises as shall be reasonably required by Landlord.

(c) Landlord may comply with voluntary controls or guidelines promulgated by any governmental entity relating to the use or conservation of energy, water, gas, light or electricity; and in the event thereof, Tenant shall reasonably cooperate with such controls and guidelines.

(d) Landlord may make alterations, repairs, additions, and improvements to the Shopping Center or any part thereof, including the installation and maintenance of pipes, ducts, conduits, wires and structural elements within the Premises to service the Shopping Center or other tenants of the Shopping Center.

(e) Landlord may have pass keys to the Premises and all portions thereof; however, except as specifically set forth in this Lease, Landlord assumes no obligation to enter the Premises or to make any inspections thereof.

(f) Landlord may change the name or street address of the Shopping Center; install, affix and maintain one or more signs within or about the Shopping Center; and grant to any third party tenant the exclusive right to conduct any particular business or undertaking within the Shopping Center.

(g) Landlord may take such reasonable measures as Landlord deems advisable for the security of the Shopping Center and its occupants. Notwithstanding the aforesaid, Landlord shall not be obligated to provide security to the Shopping Center. Further, in the event Landlord elects to provide security, Landlord shall not be liable to Tenant, or to anyone claiming under Tenant, for any breach of any security within the Shopping Center.

(h) Landlord may re-enter the Premises, or may repair or otherwise prepare the Premises for re-occupancy (without affecting Tenant's obligation to pay Rent) during the last one hundred eighty (180) days of the Term, if prior to that time Tenant has vacated the Premises.

(i) In the event Tenant requests Landlord to take any action or give any consent required or permitted under this Lease, Tenant shall reimburse Landlord for Landlord's reasonable costs incurred in reviewing the proposed action or consent including, without limitation, reasonable attorneys', engineers' or architects' fees. Tenant shall reimburse Landlord for such costs within fifteen (15) days after receipt of Landlord's statement; and Tenant acknowledges that Tenant shall be obligated to make such reimbursement regardless of whether or not Landlord ultimately takes such action or grants such consent.

(j) Landlord has established certain Rules and Regulations with respect to the Shopping Center, as more fully set forth on **Exhibit "B"**, attached hereto and made a part hereof. Landlord reserves the right to establish additional Rules and Regulations, or make amendments thereto, from time to time, if in Landlord's reasonable determination the same is necessary for the orderly operation or protection of the Shopping Center and/or for the general safety of the tenants. The non-compliance of any of such Rules and Regulations by Tenant shall constitute a Default under this Lease.

9. LANDLORD'S REPAIRS AND MAINTENANCE. Landlord does not warrant either expressly or impliedly the condition or fitness of the Premises except as specifically set forth herein. Landlord shall maintain, repair and replace, if necessary, the structural portions of the roof and the exterior walls of the Premises, as well as all common areas of the Shopping Center, however, the costs and expenses thereof shall be subject to recapture as a CAM charge pursuant to Section 5(b). *Notwithstanding the aforesaid, in the event any such maintenance or repairs are caused by the negligence of Tenant or Tenant's employees, agents, invitees or contractors, Tenant shall reimburse to Landlord, as Additional Rent, the cost of all such maintenance and repairs within fifteen (15) days after receipt of Landlord's statement. For purposes of this Section, the term "exterior walls" shall not include windows, plate glass, doors, store fronts, or any exterior improvement made by Tenant or by Landlord on Tenant's behalf. Tenant shall have the affirmative duty to periodically inspect the Premises, and to notify Landlord of the need for any repairs which are the obligation of Landlord hereunder. Upon receipt of Tenant's notice, Landlord shall have a reasonable period of time to make such repairs or maintenance; however, it is expressly understood and agreed that Landlord shall not be liable for any property damage sustained by Tenant, or anyone claiming under Tenant, due to Landlord's inability, delay or negligence in making such repairs, and Landlord's liability with respect to such repairs or maintenance shall be limited to the cost of such repairs or maintenance.*

10. TENANT'S REPAIRS AND MAINTENANCE. Tenant, at Tenant's sole cost and expense, shall have the affirmative duty to periodically inspect, maintain, service, repair and replace, as if necessary, all portions of the Premises which are not expressly the responsibility of Landlord including, but not limited to, any windows, plate glass, doors, store fronts, interior walls and finish work, floors and floor coverings, water heaters, branch sprinkler systems, all branch plumbing, electrical and mechanical systems and fixtures, and pest extermination. Tenant shall also keep the Premises and the area immediately in front of the Premises store front in a clean and sanitary condition. *In addition, in the event any maintenance or repairs to the common areas of the Shopping Center are caused by the negligence of Tenant, or any of Tenant's employees, agents, invitees or contractors, Tenant shall reimburse to Landlord, as Additional Rent, the cost of such maintenance and repairs within fifteen (15) days after receipt of Landlord's statement. In the event Tenant should fail to perform any maintenance or repairs required of Tenant under this Lease in a prompt and good workmanlike manner after Landlord's written demand, Landlord shall have the right, but not the obligation, to perform such maintenance and repairs, whereupon Tenant shall pay to Landlord, as Additional Rent, all such maintenance and repair costs, plus ten percent (10%), within fifteen (15) days after receipt of Landlord's statement. Tenant shall not store materials, waste or pallets outside of the Premises, and Tenant shall timely arrange for the removal and/or disposal of all pallets, crates, trash and refuse owned by Tenant, or placed on or about the Shopping Center by Tenant or any of Tenant's agents, employees, contractors and invitees, which cannot be disposed of in the dumpster servicing the Shopping Center.*

Tenant shall have the affirmative duty to periodically inspect, maintain, service, repair and/or replace the HVAC system, or portion thereof, which exclusively services the Premises, in a manner and as often as is reasonably required to keep said system operating properly and efficiently. In the event said HVAC system requires repairs or replacement during the Term, or any extension thereto, Tenant shall make such repairs or replacement at Tenant's sole cost and expense. Notwithstanding the aforesaid, Landlord shall have the option to enter into a regularly scheduled preventative maintenance/service contract on said HVAC system, for and on behalf of Tenant. Such contract may include, without limitation, all services suggested or recommended by the equipment manufacturer in the operation and maintenance of such system. In the event Landlord elects such option, Tenant shall reimburse to Landlord, as Additional Rent, all of Landlord's costs in connection with said contract, as well as Landlord's actual costs of repair and maintenance of the HVAC system.

All maintenance, repair, and replacement obligations of Tenant under this Section shall be deemed improvements to the Premises and shall be performed by Tenant pursuant to and in accordance with the terms and conditions under Section 11 of this Lease. All materials utilized by Tenant in any maintenance, repairs, construction or replacements under this Lease shall be pre-approved by Landlord, meet minimum municipal code requirements, and be of a quality at least as good as the quality of the materials in place within the Premises, as reasonably determined by Landlord (“**Approved Materials**”). All contractors performing any construction, services or other work within the Premises for or on behalf of Tenant shall be pre-approved by Landlord (“**Approved Contractors**”). Landlord’s approval may include, without limitation, the use of union tradesmen and laborers; and in all events, as a prerequisite of any approval, Tenant shall provide Landlord with certificates of insurance of all contractors in a form and content, and with such companies as Landlord may reasonably approve, naming both Landlord and Landlord’s managing agent as additional insureds.

11. ALTERATIONS AND IMPROVEMENTS. Tenant shall not make any alterations, additions or improvements to the Premises or Shopping Center without the prior written consent of Landlord; nor shall Tenant, or any telecommunications companies on behalf of Tenant, install any telecommunications systems within the Shopping Center without the prior written consent of Landlord. All construction and other work pre-approved by Landlord and performed by or on behalf of Tenant shall be with Approved Materials and Approved Contractors; and all construction shall be completed in a good and workmanlike manner and in compliance with all Laws, as defined below, as well as all requirements of Landlord’s insurance carrier. Prior to installing any trade fixtures, or making any alterations, additions or improvements to the Premises, Tenant shall notify Landlord in writing of the same and provide to Landlord such plans and specifications for such work as Landlord may reasonably request, together with a detailed work schedule and list of contractors, subcontractors and materialmen. It is expressly understood and agreed that Landlord’s approval of any plans and specifications of any work undertaken by Tenant shall not be a representation by Landlord that the contemplated alterations, additions or improvements comply with any Laws; and Tenant shall remain wholly liable for compliance with all Laws and indemnify and hold Landlord harmless from any violations thereof. Landlord shall not be liable for or be required to insure any alterations or improvements made to the Premises by or on behalf of Tenant; and Tenant shall secure all-risk property insurance coverage for all such alterations and improvements pursuant to Section 22. Notwithstanding anything to the contrary in this Lease, Tenant shall be liable for any damage to the Premises and the Shopping Center arising from any alteration or construction undertaken by Tenant.

Prior to performing any alterations, additions or improvements to the Premises or Shopping Center, Tenant shall first provide Landlord with certain assurances reasonably satisfactory to Landlord that Tenant is capable of paying for all such materials and work. Such assurances may include, by way of example (a) proof of prepayment of all or substantially all of such materials and work, based upon actual contractor’s bids; (b) evidence of a construction or other loan from a bank or other lender in the full amount of the cost of Tenant’s proposed improvements which provides for the disbursement of the loan proceeds pursuant to a disbursing arrangement in accordance with customary industry standards reasonably acceptable to Landlord; or (c) a guaranty by one (1) or more separate persons or entities, reasonably satisfactory to Landlord, for the full amount of the cost of such work. Landlord reserves the right, but not the obligation, to perform all alterations, improvements or additions required by Tenant; and, in the event Landlord exercises such right, Tenant shall reimburse Landlord for all of Landlord’s costs within fifteen (15) days after receipt of Landlord’s statement.

Tenant shall remove all trade fixtures from the Premises prior to the expiration of this Lease, unless Landlord has theretofore consented in writing to allow such trade fixtures to remain within the Premises. Tenant shall remove all other improvements from the Premises, whether or not installed and/or pre-approved by Landlord, unless Landlord elects in writing to require such improvements to remain within the Premises. For purposes of this Lease, improvements shall include without limitation, all construction and fixtures, and all voice, video, data and other telecommunications wiring, cabling and equipment (collectively, “**Telecommunication Equipment**”) installed by or on behalf of Tenant. Notwithstanding the aforesaid, Tenant shall have no duty to remove any construction or fixtures which were installed by Landlord or Tenant in connection with Tenant’s initial occupancy of the Premises, except

with respect to Tenant's Telecommunication Equipment which Tenant shall remove unless Landlord otherwise specifically elects in writing. Tenant shall repair any damage caused by any such removal and restore the Premises to a condition substantially similar to the condition of the Premises immediately prior to the installation of such improvements; in the event Tenant fails to so repair and restore the Premises, Tenant shall be liable for the costs thereof, which liability shall survive the termination of this Lease.

12. CASUALTY. If the Premises or a substantial portion of the Shopping Center is damaged in whole or in part by casualty, and if the Premises are made untenable as a result thereof, Landlord shall deliver to Tenant, within sixty (60) days after such casualty, a good faith estimate of the time necessary to repair such damages ("Casualty Notice"). If in Landlord's reasonable estimation such damages cannot be substantially repaired within the shorter of two hundred seventy (270) days from the date of such casualty, or within two-thirds (2/3) of the then remaining Term as of the date of such casualty ("Estimated Restoration Period"), this Lease may be terminated by either Landlord or Tenant by delivering written notice to the other party within thirty (30) days after Tenant's receipt of the Casualty Notice. In the event neither party timely terminates this Lease, or if in Landlord's reasonable estimation such damages can be substantially repaired within the Estimated Restoration Period then, subject to Landlord's rights below, this Lease shall remain in full force and effect, and Landlord shall proceed in good faith to repair and restore the Premises to a condition substantially similar to that condition which existed prior to such casualty. Landlord's obligation with respect to repair and restoration shall be limited to the extent of the insurance proceeds actually received by Landlord in connection with such casualty, and shall only extend to the repair of Landlord's building and improvements, and shall not extend to Tenant's fixtures, equipment, alterations, Telecommunications Equipment, or any interior finish constructed within the Premises by either Landlord or Tenant, regardless of the cause of such casualty. In the event the repair and restoration of the Premises extends beyond the Estimated Restoration Period, this Lease shall remain in full force and effect and Landlord shall not be liable therefor, but Landlord shall continue to complete such repairs and restoration with all due diligence. Notwithstanding the aforesaid, if Landlord reasonably determines that repair of the Premises/Shopping Center is or will become uneconomical or that the insurance proceeds (after any required payments to any mortgagees of the Shopping Center) will be insufficient to complete all repairs and restoration, then Landlord may terminate this Lease by giving written notice to Tenant. In the event this Lease is terminated, the parties shall have no further obligations to the other, except for those obligations accrued through the effective date of such termination, which obligations shall survive the Term.

Upon termination of this Lease, Tenant shall immediately surrender possession of the Premises to Landlord. Tenant shall not be required to pay any Base Rent for any period in which the Premises are wholly untenable; and, in the event only a portion of the Premises are untenable, Tenant's Base Rent shall be equitably abated in proportion to that portion of the Premises which are so unfit for such period of time as the Premises (or such portion) remains untenable. There shall be no Rent abatement if the damages are due to the fault or negligence of Tenant or Tenant's agents, employees, licensees, invitees or contractors.

13. INSPECTION. Landlord and its agents shall have the right to enter and inspect the Premises from time to time, for the purpose of ascertaining the condition thereof, or to show the Premises to existing or prospective fee owners or third party tenants, ground lessors, mortgagees, Landlord's insurance carriers and by request of any governmental agency, or in order to make such repairs as may be required or permitted to be made by Landlord under the terms of this Lease; and, to this end, Landlord retains such license or easement in and through the Premises as may be reasonably required by Landlord. In addition thereto, during the last twelve (12) months of the Term, Landlord shall have the right to enter upon the Premises to erect one or more signs indicating that the Premises are available for lease.

14. SIGNAGE. Landlord shall have the right but not the obligation to maintain one or more signs within or about the Shopping Center, identifying Landlord, the Shopping Center or one or more tenants therein. Tenant shall not install any signs upon the Premises or the Shopping Center, without Landlord's prior written consent; nor shall Tenant place, hang or display any signage in the windows of the Premises, or in such a manner as to be visible through Tenant's windows from the exterior of the Premises. Tenant shall not install any signs advertising a distress sale including, but not limited to, a "going out of business sale", "fire sale", or a "lost our lease sale". Tenant shall not park any trucks or

other vehicles on which Tenant has advertised the name or products of its business, within the parking area of the Shopping Center. Within thirty (30) days of the commencement date of this Lease, Tenant shall install appropriate signage advertising Tenant's business name. Such signage shall be installed at Tenant's sole cost and expense and in a manner determined by Landlord to be harmonious with all other tenant signage within the Shopping Center. All signage installed by Tenant shall be pursuant to the Sign Criteria set forth on Exhibit "C", attached hereto and made a part hereof. Notwithstanding such Criteria, all signage shall be subject to any applicable governmental or quasi-governmental laws, ordinances, regulations and other requirements. Landlord reserves the right to require all tenants within the Shopping Center to install uniform signage in accordance with certain standards and rules which Landlord may prescribe from time to time. In such event, Tenant hereby agrees to remove its then existing signage and fully comply with such standards and rules of Landlord. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's signage and restore the Premises and/or Shopping Center to the condition which existed prior to the installation of such signs including, without limitation, any discoloration caused by such installation and/or removal. In the event Tenant fails to timely remove such signage or complete such restoration, Tenant shall be liable for the cost thereof, which liability shall survive the termination of this Lease.

15. SUBLETTING AND ASSIGNING. *Tenant shall not, voluntarily or by operation of law, assign, sublet or encumber this Lease, the Premises, or any portion thereof, nor allow the same to be used or occupied by any person, without the prior written consent of Landlord. For purposes of this Section, the transfer of any majority interest in the entity constituting the Tenant, or the sale of all or substantially all of the assets of Tenant, or the merger or consolidation of Tenant with any other entity, or the divestiture of Tenant from any parent or affiliated company, shall be deemed to be an assignment of Tenant's interest. In no event shall Tenant have the right to assign this Lease or sublet any portion of the Premises to any third party tenant (or to any affiliated company of any third party tenant) who leases space in the Shopping Center or whose lease or possession of any space in the Shopping Center is expiring, or to any third party who is negotiating with Landlord to lease space within the Shopping Center. In the event Landlord should consent to any assignment or sublease, no subtenant, assignee or other occupant shall use the Premises for any purpose other than that purpose specifically set forth in Section 3 of this Lease. Further, in no event shall Landlord's consent to any sublease or assignment constitute a release of Tenant from the full performance of Tenant's obligations under this Lease. Tenant shall pay to Landlord in advance, Landlord's reasonable attorney's fees to review and/or draft any documents Landlord deems necessary in connection with the transfer of Tenant's interests.*

16. DEFAULT. *This Lease and Tenant's right to possession of the Premises is made subject to and conditioned upon Tenant performing all of the covenants and obligations to be performed by Tenant hereunder, at the times and pursuant to terms and conditions set forth herein. The following events shall each be an event of default by Tenant under this Lease (a "Default" or "Event of Default"): (a) Tenant fails to pay any Rent or other charge when the same is due; (b) Tenant fails to perform any other obligation to be performed by Tenant within the time or times set forth herein; (c) Tenant makes any material misrepresentation, or commits any fraud or criminal act; (d) Tenant shall become insolvent, make a transfer in fraud of its creditors, make an assignment for the benefit of its creditors, files or has filed against it a petition in bankruptcy, has a receiver, trustee or liquidator appointed over a substantial portion of its property or this Lease, or is adjudicated insolvent; (e) the business operated by Tenant shall be closed by governmental authority for failure to pay any sales or other tax as required or for any other reason; (f) the interest of Tenant in this Lease, the Premises or any part of the Premises shall be levied on or under execution or by other process of law directed against Tenant, or shall be taken upon or subject to any attachment at the instance of any creditor or claimant against Tenant and said attachment shall not be discharged or disposed of within 15 days after the levy thereof; (g) any other act or omission identified as a default elsewhere in this Lease or (h) Tenant vacates or abandons the Premises for more than thirty (30) days.*

In the event any monetary Event of Default shall continue for five (5) days after notice from Landlord provided in accordance with Section 25, or in the event any non-monetary Event of Default shall continue for ten (10) days after notice from Landlord provided in accordance with Section 25, or in the event of an Event of Default for the same general reason three (3) or more times during the Term (regardless of whether or not Tenant subsequently cures such Events of Default); then, in addition to all other remedies afforded Landlord under this Lease, at law or in equity, Landlord may terminate this Lease, or terminate Tenant's right of possession to the Premises without terminating this

Lease, by providing notice in accordance with Section 25 to Tenant. In either event, Landlord shall have the right to dispossess Tenant, or any other person in occupancy, together with their property, and re-enter the Premises. No such dispossession of Tenant or re-entry by Landlord, or Landlord's voluntary acceptance of the keys to the Premises, shall constitute or be construed as an election by Landlord to terminate this Lease, unless Landlord provides notice in accordance with Section 25 to Tenant specifically terminating this Lease. Upon such re-entry, Tenant shall be liable for all expenses incurred by Landlord in recovering the Premises including, without limitation, clean-up costs, legal fees, removal, storage or disposal of Tenant's property, and restoration costs.

In the event Landlord elects to terminate this Lease, Tenant shall immediately vacate the Premises and pay to Landlord all Rent accrued through the effective date of termination, together with any late fees and interest thereon, plus an amount equal to all tenant concessions initially granted to Tenant including, but not limited to, any free or reduced Rent, any interior finish constructed within the Premises, or any contribution paid to Tenant in lieu thereof. In addition thereto, Tenant shall pay to Landlord a sum equal to the remainder of the Rent payable by Tenant through the expiration of the Term of this Lease, less the fair market rental value of the Premises for such period.

In the event Landlord elects not to terminate this Lease, but only to terminate Tenant's right of possession to the Premises, Tenant shall immediately vacate the Premises and pay to Landlord all Rent accrued through the effective date of repossession, together with any late fees and interest thereon. Upon repossession, Landlord may use reasonable efforts to mitigate its damages and relet the Premises upon terms and conditions satisfactory to Landlord; however, Landlord shall have no duty to prioritize the reletting of the Premises over the leasing of other vacant space owned by Landlord. Tenant shall remain liable for all Rent accruing after the date of repossession (together with all late fees and interest), payable monthly as such Rent accrues, in an amount equal to the Rent payable under this Lease, less the rent (if any) collected by Landlord from any reletting. Landlord shall have the right to make repairs, alterations, and additions in or to the Premises and redecorate and remodel the same to the extent deemed necessary by Landlord in connection with any reletting of the Premises; and Tenant shall pay to Landlord the cost thereof within fifteen (15) days after receipt of Landlord's statement.

No action by Tenant after final judgment for possession of the Premises shall reinstate this Lease, and Tenant waives any and all rights of redemption in the event Tenant is judicially dispossessed. Should Landlord elect not to exercise any of its rights in connection with an Event of Default, it shall not be deemed a waiver of such rights as to subsequent Events of Default. No payment by Tenant or receipt by Landlord of a lesser amount than that stipulated to be paid shall be deemed to be anything other than a payment on account; nor shall any endorsement or statement on any check or letter accompanying any payment be deemed an accord and satisfaction; and Landlord may accept any payment without prejudice to Landlord's right to recover the balance, or pursue any other remedy under this Lease. Landlord reserves the right to apply any monies received from Tenant, regardless of how designated, to any outstanding Rent, interest, late fees or other amounts then owed to Landlord under this Lease. All of the aforesaid rights of Landlord shall be in addition to any remedies which Landlord may have at law or in equity; Landlord shall have the right to pursue any one or all of such remedies; and no election of remedy by Landlord shall preclude Landlord from subsequently pursuing any of Landlord's other remedies. Tenant shall pay all costs and attorney's fees incurred by Landlord from enforcing the covenants of this Lease.

The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy hereafter provided by law or in equity. All rights and remedies shall be cumulative and not exclusive of each other. Landlord may exercise its rights or remedies at any time, in any order, to any extent, and as often as Landlord deems advisable without regard to whether the exercise of one right or remedy precedes, concurs with, or succeeds the exercise of any other. A single or partial exercise of a right or remedy shall not preclude a further exercise thereof or the exercise of another right or remedy from time to time. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute of waiver of, or acquiescence to, any Default by Tenant. No waiver of any Default by Tenant shall extend to or affect any other Default or impair any right or remedy with respect thereto. No action or inaction by Landlord shall constitute a waiver of any Default by Tenant. No waiver of any Default by Tenant shall be effective, unless it is in writing and signed by both Landlord and Tenant. Tenant hereby expressly

waives its right to any notice to quit under any statutes relating to summary process or any statutes that may be enacted for recovery of possession of leased premises or other formalities of any nature.

17. RIGHT TO CURE TENANT'S DEFAULT. If Tenant is in Default under any provision of this Lease other than for the payment of Rent, and Tenant has not cured such Default within ten (10) days after receipt of Landlord's written notice, Landlord shall have the right but not the obligation to cure such Default on behalf of Tenant, at Tenant's expense. Landlord may also perform any obligation of Tenant, without notice to Tenant, should Landlord deem such performance to be an emergency, or Landlord reasonably determines that such Default will result in a violation of Law or the cancellation of any insurance policy maintained by Landlord, or will unreasonably interfere with any other tenants in the Shopping Center. If Landlord incurs any expense, including reasonable attorney's fees, in instituting, prosecuting and/or defending any action or proceeding by reason of any emergency or Default, Tenant shall reimburse Landlord for the same, as Additional Rent, with interest calculated thereon at the rate of thirteen percent (13%) per annum from the date such payment is first due Landlord.

18. RETURN OF PREMISES. Upon the expiration or earlier termination of this Lease, Tenant shall surrender and return the Premises to Landlord in substantially the same condition as when received, reasonable wear and tear excepted. Tenant shall give Landlord thirty (30) days written notice prior to Tenant vacating the Premises, for the purpose of arranging a joint inspection of the Premises with respect to any obligation to be performed therein by Tenant including, without limitation, the necessity of any repair or restoration of the Premises. In the event Tenant fails to notify Landlord of such inspection, Landlord's inspection after Tenant vacates shall be conclusively deemed correct for purposes of determining Tenant's responsibility under this Lease. Tenant shall remove all alterations, additions and improvements made by Tenant within the Premises including, without limitation, all fixtures and trade fixtures, regardless of how attached and all Telecommunication Equipment installed by or on behalf of Tenant in or about the Shopping Center. Notwithstanding the aforesaid, upon Landlord's written election, any such alterations, additions, improvements or Telecommunication Equipment (other than trade fixtures) shall become the property of Landlord and shall remain within the Premises. Tenant shall repair any damage to the Premises and the Shopping Center caused by the removal of Tenant's improvements. All such work shall be performed in a good and workmanlike manner, using Approved Contractors and Approved Materials; and all such repairs and restoration shall be in compliance with all Laws, as well as all requirements of Landlord's insurance carrier. In the event Tenant fails to return the Premises to Landlord as aforesaid prior to the termination of this Lease, Tenant shall be liable for the costs thereof, which liability shall survive the Term.

19. HOLDOVER. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord, without notice or demand. If Tenant shall remain in possession of the Premises after the termination of this Lease and hold over for any reason, then, in addition to all other remedies afforded to Landlord at Law or in equity, Tenant shall become a tenant at sufferance only, upon the terms and conditions set forth in this Lease, including the payment of Additional Rent, but at a monthly Base Rent equal to two hundred percent (200%) of the monthly Base Rent payable under this Lease during the last month prior to any such holdover. In addition, Tenant shall be liable to Landlord for all other damages incurred by Landlord as a result of such holdover. Acceptance by Landlord of any Rent after such expiration or earlier termination shall not constitute a consent to a holdover or cause an extension of the Term. Should any of Tenant's property remain within the Premises after the termination of this Lease, it shall be deemed abandoned, and Landlord shall have the right, without liability to Landlord, to store or dispose of such property at Tenant's cost, the liability for which costs shall survive the Term.

20. HOLD HARMLESS. To the extent not prohibited by law: (a) Tenant waives all claims against Landlord, its agents and employees for any damage to or loss of Tenant's property caused by any reason including the negligence of Landlord, consistent with Section 22; and (b) Landlord shall not be liable to Tenant for any damage to or loss of any property of Tenant's agents, employees, licensees, invitees, contractors or other persons, which Tenant places or permits to be placed within the Premises; and Tenant agrees to indemnify, hold harmless, and defend Landlord, at Tenant's sole cost and expenses, from all claims liabilities and expenses (including reasonable attorney's fees) incurred by Landlord arising from any such damage or loss. To the extent not prohibited by law, Landlord shall not be liable for any injuries to Tenant, its agents, employees, licensees, invitees, contractors or other persons, caused

by: the condition, operation or maintenance of the Shopping Center; the acts of any employee, agent, licensee, invitee, or contractor of the Landlord, Tenant or other tenants of the Shopping Center; or the general public. Tenant shall be liable for, and shall indemnify, hold harmless and defend Landlord, at Tenant's sole cost and expense, from any and all claims, damages to property, injuries to persons, losses, liabilities and expenses (including reasonable attorney's fees) arising from any occurrence within the Premises; any act or permitted act or omission of Tenant or any of Tenant's employees, agents, licensees, invitees and contractors within the Shopping Center; or Tenant's breach of any covenant under this Lease. In the event any suit shall be instituted against Landlord by any third person for which Tenant is hereby indemnifying and holding Landlord harmless, Tenant shall defend such suit at Tenant's sole cost and expense with counsel reasonably satisfactory to Landlord; or, at Landlord's election, Landlord may defend such suit, in which event Tenant shall pay Landlord, as Additional Rent, Landlord's costs of such defense. The aforesaid indemnifications and obligations shall survive the Term; and, for purposes of Tenant's obligations under this Section, the term "Landlord" shall mean and include Landlord and all members, managers, partners, directors, officers and shareholders of Landlord, their agents, employees, independent contractors, representatives, successors and assigns.

21. CONDEMNATION. If the whole of the Premises or any substantial portion of the Shopping Center shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by purchase under threat of condemnation (collectively, "Condemned"), this Lease shall automatically terminate effective as of the taking date. In the event substantially all of the Premises is Condemned, either party shall have the right to terminate this Lease effective as of the taking date, provided the remaining portion of the Premises are untenantable for Tenant's use and Landlord cannot find alternate space within the Shopping Center to replace that portion of the Premises which is Condemned. In the event this Lease is not terminated in full, then this Lease shall terminate on the taking date only as to that portion of the Premises so Condemned, and the Rent and other charges payable by Tenant shall be reduced in proportion to that portion of the Premises which is Condemned. Landlord shall be entitled to the entire Condemnation award for all realty and improvements. Tenant shall have no right to claim or receive any award for any unexpired term of this Lease, or for any unexercised renewal or expansion options; and Tenant shall only be entitled to an award for Tenant's personal property and the unamortized portion of any improvements which were installed with the Landlord's approval within the Premises by Tenant at Tenant's cost, provided Tenant independently petitions the condemning authority for same, and further provided any such award does not reduce or adversely affect Landlord's award.

22. INSURANCE. Tenant shall maintain in full force and effect throughout the Term the following specific insurance coverage, plus such other reasonable types of insurance coverage as may be reasonably requested from time to time by Landlord consistent with the types of insurance coverage required by landlords of comparable buildings located in the vicinity of the Shopping Center: (a) commercial general liability insurance, and if required by Landlord commercial umbrella insurance, on an occurrence basis, in amounts of not less than a per occurrence limit of \$1,000,000, with not less than a \$2,000,000 general aggregate, or such other amounts as Landlord may from time to time reasonably require, insuring Tenant, against claims of bodily or personal injury, and property damage, arising from Tenant's operations, assumed liabilities or the use and/or occupancy of the Premises by Tenant or any of Tenant's agents, employees, licensees, invitees or contractors, including a commercial general liability endorsement covering the insuring provisions of this Lease and the performance by Tenant of the indemnify agreements set forth in this Lease; and if Tenant's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage; (b) contractual liability insurance coverage sufficient to cover Tenant's indemnity obligations hereunder; (c) all-risk property insurance covering all property within the Premises including, without limitation, Tenant's equipment, inventory, trade fixtures and supplies, all interior finish constructed by either Landlord or Tenant within the Premises, all alterations and improvements made by or on behalf of Tenant within the Premises, and all property of any third persons placed or otherwise located within the Premises; said insurance shall be for the guaranteed replacement cost value new without deduction for depreciation of the covered items; (d) worker's compensation insurance and employers liability in statutory form and amounts containing a waiver of subrogation and endorsement acceptable to Landlord; and (e) business interruption, loss-of-income and extra expense insurance, in such amounts as will reimburse Tenant for 100% of all direct and indirect loss of earnings attributable to prevention of access to or use of the Premises. All insurance deductibles under Tenant's insurance coverages shall be the sole responsibility of Tenant without right of

reimbursement from Landlord for any reason. Tenant's insurance shall be primary and non-contributing with or in excess of any insurance coverage carried by Landlord. All policies of insurance shall contain a cross liability endorsement or a severability of interest clause acceptable to Landlord and be in amounts sufficient at all times to satisfy any coinsurance requirements thereof. Each policy of insurance shall insure Tenant, and shall name Landlord, Landlord's managing agent, Landlord's lenders, and such other parties reasonably designated by Landlord, and their respective affiliates as additional insureds, all as their respective interests may appear. Tenant acknowledges that Landlord makes no representations that the aforesaid required insurance coverages and limits will necessarily be adequate to protect Tenant and, except as otherwise specifically set forth in this Lease, such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord under this Lease. Prior to taking occupancy, Tenant shall furnish certificates of all insurance required hereunder to be carried by Tenant, executed by a duly authorized representative of each insurer, or such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord and any other party requested by Landlord at least thirty (30) days before cancellation or a material change of any such insurance. All such insurance policies shall be in a form, and issued by companies reasonably satisfactory to Landlord, and licensed to do business in the State of Colorado, and rated not less than A:XII in Best's Insurance Guide. Failure of Landlord to demand any insurance certificate or other evidence with these insurance requirements, or failure of Landlord to identify a deficiency from evidence that is provided by Tenant to Landlord, shall not be construed as a waiver of Tenant's obligation to maintain such coverage. For purposes of this Section, the term "affiliate" shall mean any person or entity which directly or indirectly, controls, is controlled by, or is under common control with the party in question. Tenant shall not do any act which may make void or voidable any insurance on the Premises or Shopping Center, and, in the event Tenant's use of the Premises shall result in an increase in Landlord's insurance premiums, Tenant shall pay to Landlord upon demand, as Additional Rent, an amount equal to such increase in insurance. In the event Tenant fails to carry any of the above insurance, or provide Landlord with evidence of the same, Tenant shall immediately be in Default under this Lease and, in addition to all other rights and remedies afforded Landlord herein, Landlord shall have the right to procure such insurance on behalf and at the expense of Tenant.

Notwithstanding anything to the contrary in this Lease, it is agreed that, except for Landlord's right to recover against any policies of insurance herein required to be carried by Tenant, Landlord and Tenant hereby mutually waive any and all right of recovery against one another, directly, by way of subrogation or otherwise, due to the negligence of either party, their agents or employees, for real or personal property damage occurring to the Premises, the Shopping Center, or any personal property located therein, or from loss of income (whether or not such insurance is actually carried). Each party shall have the affirmative duty to inform their respective insurance carriers of this Section and the mutual waiver of subrogation contained herein.

23. MORTGAGES/TITLE. This Lease is subject and subordinate to all mortgages, deeds of trust, assignments of rents, easements, right-of-ways, encumbrances, indentures, trustees agreements, ground or master leases, or other conditions of survey or title, in place, of record, or hereinafter created, as well as to any extensions, modifications thereof (collectively, "**Senior Rights**"). Notwithstanding the aforesaid, the holder of any Senior Right may elect, at any time, unilaterally, to subordinate its Senior Right to this Lease. Tenant hereby waives its right under any current or future Law which gives Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event of any foreclosure or sale of the Shopping Center or any interests therein. Any subordination shall be self-executing but, at the written request of Landlord, Tenant shall execute such further assurances as Landlord deems desirable to confirm such subordination. In addition, upon the written request of Landlord or the holder of any Senior Right, Tenant shall execute such instruments as such party reasonably deems necessary to attorn to the applicable holder of the Senior Right. In the event Tenant should fail or refuse to execute any instrument required under this Section within fifteen (15) days after Landlord's request, Landlord shall be granted a limited power of attorney to execute such instrument in the name and on behalf of Tenant. In the event any holder of any existing or future Senior Right requires a modification of this Lease which does not increase Tenant's Rent hereunder, or does not materially change any obligation of Tenant, or does not materially reduce any service herein to be performed by Landlord, Tenant agrees to execute such appropriate instruments to reflect such modification, upon request by Landlord. At the request of Landlord or the holder of any Senior Right, Tenant shall give notice to said

holder of any default by Landlord under this Lease and afford to said holder a reasonable opportunity to cure such default on behalf of Landlord.

24. **LIENS.** The Landlord's property shall not be subject to liens for work done or materials used on the Premises made at the request of, or on order of or to discharge an obligation of, Tenant. This paragraph shall be construed so as to prohibit, in accordance to the provisions of State law, the interest of Landlord in the Premises or any part thereof from being subject to any lien for any improvements made by Tenant or any third-party on Tenant's behalf (except Landlord) to the Premises. Tenant shall not mortgage or otherwise encumber or allow to be encumbered its interest herein without obtaining the prior written consent of Landlord; nor shall Tenant permit any mechanic's or other lien to be filed against the Shopping Center or any interests therein of Landlord. In the event Tenant authorizes, contracts or otherwise undertakes to perform or provide any construction, alterations, installations or other work or materials to the Premises for which a mechanic's lien or other lien can be filed, Tenant shall deliver to Landlord enforceable, unconditional and final lien releases or waivers for all such work and materials within five (5) days after Landlord's request, but in all events before the earliest date any such lien can be filed. Should Tenant cause or permit any mortgage, lien or other encumbrance (singularly or collectively, "**Encumbrance**") to be filed, against the Premises or the Shopping Center, Tenant shall pay, dismiss or bond against the same within twenty (20) days after the filing thereof. If Tenant fails to remove or bond against said Encumbrance within said twenty (20) days, Tenant shall be in Default; and in addition to all other rights and remedies afforded Landlord under this Lease, Landlord shall have the absolute right to remove said Encumbrance by whatever measures Landlord shall deem convenient including, without limitation, payment of such Encumbrance, in which event Tenant shall reimburse Landlord, as Additional Rent, all costs expended by Landlord, including reasonable attorneys fees, to remove said Encumbrance. All of the aforesaid rights of Landlord shall be in addition to any remedies which either Landlord or Tenant may have available to them at law or in equity. Tenant hereby acknowledges and agrees that Landlord shall not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone in possession of the Premises through or under Tenant; and that no mechanics' or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in the Premises.

25. **NOTICES.** All Rents which are required to be paid by Tenant shall be delivered to Landlord by United States mail, postage prepaid, at Landlord's address set forth in Section 1(n). All notices that are required to be given under this Lease shall be in writing, and delivered by either (a) United States registered or certified mail, return receipt requested, or (b) a reputable overnight commercial courier/delivery service; however, in addition to the aforesaid, Landlord may deliver a notice of Default or lease termination by personal delivery or by posting such notice on the Premises in a conspicuous place. All notices to Landlord and Tenant shall be sent postage prepaid, addressed to the parties hereto at their respective addresses set forth in Section 1. Either party may designate a different address by giving notice to the other party at the address set forth herein, or at any other address as the parties may subsequently designate. Notices shall be deemed received upon the earlier of actual receipt or the date of the return receipt. If any such notices are refused, or if the party to whom any such notice is sent has relocated without leaving a forwarding address, then the notice shall be deemed received on the date the notice-receipt is returned stating that the same was refused or is undeliverable at such address.

26. **OWNERSHIP.** Notwithstanding anything in this Lease to the contrary, the term "Landlord" as used in this Lease shall be defined as the from time to time current owner(s) of the Shopping Center. Landlord may transfer any portion of the Shopping Center and/or any of its rights under this Lease; and, upon such transfer, the conveying party shall automatically be released from all liability with respect to any obligations occurring or covenants to be performed by Landlord or its agents after the effective date of such transfer. None of the covenants of Landlord under this Lease are personal in nature and, in the event any "Landlord" should become in Default under this Lease, recovery by Tenant shall be limited to the interests of the then current "Landlord" in the Shopping Center at the time of the assertion of liability.

27. **SECURITY DEPOSIT.** Simultaneously with the execution of this Lease, Tenant shall deliver to Landlord the full amount of the Security Deposit set forth in Section 1(r) of this Lease, as security for the full and timely performance of Tenant's obligations under this Lease. The parties acknowledge and agree that said Security

Deposit (or any pre-paid Rent received from Tenant under this Lease or under any separate agreement in connection therewith) shall be deposited in Landlord's general operating account, and not a separate escrow account, unless otherwise required by law. Should said Security Deposit and/or pre-paid Rent be placed in an interest bearing account, all interest accruing thereon shall be payable to Landlord, unless otherwise required by law. Tenant's Security Deposit shall not be construed as pre-paid Rent, or as a measure of Landlord's damages in the event of a Default by Tenant. If Tenant should be placed in Default with respect to any provision of this Lease, Landlord may apply all or a portion of said Security Deposit for the payment of any sum in Default or for the payment of any amount which Landlord expends by reason of such Default. If any portion of said Security Deposit is so applied, Tenant shall deposit with Landlord, within five (5) days after receipt of Landlord's written demand, an amount sufficient to restore said Security Deposit to its original amount. Upon the expiration of this Lease, Landlord shall return said Security Deposit to Tenant, provided Tenant has paid to Landlord all sums owing to Landlord under this Lease, and Tenant has returned the Premises to Landlord pursuant to the terms of Section 18. If upon the termination of this Lease, there is accrued Additional Rent which as of such date has not been invoiced to Tenant, Landlord reserves the right to withhold Tenant's Security Deposit, or so much of it as Landlord deems reasonable, (a) until Tenant's actual obligation with respect to said Additional Rent has been determined, at which time Landlord shall offset Tenant's actual Additional Rent obligation against the Security Deposit held by Landlord and return the positive difference, if any, to Tenant or (b) at Landlord's election, Landlord may reasonably estimate Tenant's Additional Rent obligation and offset such amount against said Security Deposit. In no event shall Tenant's Security Deposit be construed as a limit of Tenant's obligation for any accrued but unpaid Additional Rent under this Lease.

28. PARKING. Landlord shall have the right, from time to time, to increase, decrease, or rearrange the shape of the parking area within the Shopping Center, provided that Landlord does not reduce the minimum required parking ratio below that allowed by local municipal code or ordinance. Landlord shall also have the right, from time to time, to designate certain portions of the parking area for the parking of vehicles owned by Tenant and third-party tenants; and Tenant shall comply with such designations by requiring its employees, agents and contractors to park in such designated areas. Tenant shall be liable for all vehicles owned, rented or used by Tenant or Tenant's agents, invitees and contractors in or about the Shopping Center. Tenant shall not store any equipment, inventory or other property in any trucks, nor store any trucks on the parking lot of the Shopping Center overnight. Tenant shall not park or allow to be parked any delivery trucks longer than the time it takes to reasonably load or unload such trucks. In no event shall Tenant park or allow to be parked any trucks in any loading dock which exclusively services another tenant within the Shopping Center, or in any area designated for general customer parking or in a thoroughfare, driveway, street, or other area not specifically designated for parking. Landlord reserves the right to establish additional rules and regulations for the loading and unloading of trucks upon the Shopping Center, or with respect to employee parking, which rules may include the right of Landlord to designate specific parking spaces for one or more tenants' use. Upon request by Landlord, Tenant shall move its trucks and vehicles if, in Landlord's reasonable determination, said vehicles are in violation of any of the above restrictions. Except as otherwise set forth above, parking shall be provided on an unallocated basis. Notwithstanding anything to the contrary in Sections 12 and 21 of this Lease, in the event a portion of the parking area is damaged or condemned, this Lease shall not be affected thereby, unless the same results in a reduction of the minimum required parking ratio below that established by local municipal code or ordinance.

29. GOVERNMENT REGULATIONS. Tenant, at Tenant's sole cost and expense, shall comply with all laws and regulations of all municipal, state, or federal authorities now in force, or which may hereafter be in force, pertaining to, or in connection with, the Premises or Tenant's use thereof (collectively, "Laws"). Tenant shall not use or permit the Premises to be used in violation of any Law or in violation of any recorded covenant, condition or restriction. In addition, Tenant shall comply with all requirements of any board of fire underwriters, or any similar body having jurisdiction over the Premises, together with any reasonable requirements of Landlord's insurance carrier with respect to Tenant's use of the Premises. Tenant shall not cause or permit any Hazardous Materials to be received, stored, handled, generated or released upon the Premises or the Shopping Center by Tenant or any employee, agent, invitee, licensee or contractor of Tenant. For purposes of this Lease "Hazardous Materials" shall mean and include any hazardous, explosive toxic or highly combustible materials, substances or wastes now or hereinafter defined or designated from time to time by any Law applicable to the Shopping Center or any governmental authority having jurisdiction over the Shopping Center. Tenant shall indemnify, hold harmless and defend Landlord, at Tenant's sole

cost and expense, from and against any and all liabilities, damages, losses, claims and expenses (including reasonable attorney's fees and consequential damages) due to any damage or injury to persons or property of Landlord or of third persons arising out or as a direct or indirect result of (a) any Hazardous Materials brought onto the Premises and/or the Shopping Center by Tenant or by any of Tenant's employees, agents, invitees, licensees or contractors, or (b) the breach or violation of any Law or the non-compliance of any requirement of the Americans with Disabilities Act, by Tenant or by any of Tenant's employees, agents, invitees, licensees or contractors. The aforesaid indemnification and defenses shall survive the Term.

30. ESTOPPEL CERTIFICATES. Within ten (10) days after Landlord's request, Tenant shall execute and return to Landlord or its designee a statement in a form requested by Landlord certifying, to the extent true, that this Lease is unmodified and in full force and effect, that Tenant has no defenses, offsets or counterclaims against its obligations to pay any Rent or to perform any other covenants under this Lease, that there are no uncured Defaults of Landlord or Tenant, the dates to which the Rent and other charges have been paid, and any other information reasonably requested by Landlord. In the event Tenant fails to return such statement within said ten (10) days, setting forth the above or alternatively setting forth any Lease modifications, defenses and/or uncured Defaults, *Tenant shall be in Default hereunder or, at Landlord's election, it shall be deemed that Landlord's statement is correct with respect to the information therein contained.* Any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser, mortgagee, or assignee of any mortgagee of the Shopping Center.

31. PERSONAL PROPERTY TAXES. Tenant shall timely pay all taxes assessed against Tenant's personal property and those improvements to the Premises which are in excess of Landlord's standard installations. In the event any of Tenant's personal property or improvements are assessed with the property of Landlord, Tenant shall pay to Landlord an amount reasonably determined by Landlord equal to Landlord's estimation of Tenant's share of such taxes, within ten (10) days after receipt of Landlord's statement.

32. SUBSTITUTE PREMISES. Landlord reserves the right to relocate Tenant to any other substantially similar space within the Shopping Center, upon prior written notice to Tenant. Any such relocation shall be at Landlord's expense, which expense shall include all costs of moving, construction and signage; however, Landlord shall not be liable for any lost profits or consequential damages due to any interruption of Tenant's business. *In the event of such relocation, all of the terms, covenants, and conditions of this Lease shall remain in full force and effect and shall be applicable to such new space.* Should Tenant refuse to relocate within thirty (30) days from the date of Landlord's notice, Landlord shall have the right to terminate this Lease. Should Landlord elect to relocate Tenant, then prior to Tenant vacating Tenant's then existing space, Tenant shall perform such repairs and make such restorations as Landlord reasonably determines to return such space to Landlord pursuant to Section 18. In the event Tenant fails to make all required repairs and restorations, Tenant shall be liable for the costs thereof, which liability shall survive the Term.

33. BROKERAGE. The parties warrant that they have dealt with no broker or other person claiming a commission in connection with this transaction other than the brokers set forth in Sections 1(s) and 1(t) of this Lease; and each party shall hold the other party harmless for any breach of such warranty. Landlord shall be liable for any commissions payable to such broker(s) pursuant to the terms and conditions of a separate commission agreement between Landlord and Landlord's broker.

34. CONFIDENTIALITY. Tenant acknowledges that the terms and conditions set forth in this Lease are confidential in nature, and that the negotiations preceding the drafting of this instrument constitute proprietary information of Landlord. Therefore, Tenant and its agents (including Tenant's brokers and attorneys) shall not disclose any of the terms or conditions herein contained to any person other than authorized agents of Tenant. In no event shall Tenant disclose any such terms or conditions to any third party tenant within the Shopping Center. In the event Tenant breaches such confidence, Tenant shall be in Default of this Lease and/or shall be liable to Landlord for any damages Landlord sustains as a direct or indirect result of such breach.

35. **NUISANCE.** Tenant shall not do or permit anything to be done in or about the Premises or the Shopping Center which will in any way obstruct or interfere with the rights of other tenants; nor shall Tenant cause, maintain or permit any nuisance in or about the Premises or Shopping Center which will disturb the peaceful occupancy of any other tenants; nor shall Tenant commit or allow any immoral or illegal acts within the Premises, or commit or suffer to be committed any waste in or about the Shopping Center. Tenant shall keep the Premises clean and free from rubbish and dirt at all times, free from rodents, bugs and vermin and, if necessary, join with Landlord and other third-party tenants in the expense of a general extermination. Tenant shall not allow any odors, music, public address systems, or any flashing or sequential lighting into the common areas of the Shopping Center from the Premises, without Landlord's prior written consent. In the event Tenant fails to keep the Premises clean, or in the event Tenant allows any of the aforesaid nuisances within the Premises, Landlord shall have the right to remove or remedy the same, in which event Tenant shall reimburse Landlord for the costs thereof, as Additional Rent, within ten (10) days after receipt of Landlord's statement.

36. **MISCELLANEOUS. (a) Covenants and Conditions.** All of the covenants of Tenant hereunder shall be deemed and construed to be "conditions" as well as "covenants" as though both words were used in each separate instance.

(b) **Recording.** This Lease shall not be recorded by Tenant without the prior written consent of Landlord.

(c) **Section Headings, Severability and Interpretation.** The Section headings appearing in this Lease are inserted only as a matter of convenience, and in no way define or limit the scope of any Section. In the event any provision of this Lease is found to be invalid or unenforceable, the same shall not affect or impair the validity or enforceability of any other provision. Words in the singular number include the plural, and vice versa; and masculine references shall include the feminine and neuter, and vice versa. All references to "days" shall mean calendar days, unless specifically stated to be "business days"; provided, however for purposes of receipt of notices under Section 25, notices received after 5:00 p.m. in the then current time zone of the recipient shall be deemed to have been delivered on the next calendar day, unless the recipient otherwise acknowledges receipt to the sender on the actual day of delivery.

(d) **Managing Agent.** Landlord hereby designates Hoffmann Commercial Real Estate, LLC as its exclusive managing agent under this Lease, and assigns to said agent all of Landlord's rights and obligations hereunder including, without limitation, Landlord's right to negotiate, execute and deliver this Lease, and to collect Rent and enforce the terms of this Lease on behalf of Landlord. Landlord also reserves the right to designate from time to time one or more successor managing agents, and to assign to such agent(s) such rights or obligations as Landlord may determine. Notwithstanding the aforesaid, so long as Landlord is the fee owner of the Shopping Center, no assignment by Landlord to any managing agent shall relieve Landlord of its liability with respect to its obligations hereunder.

(e) **Force Majeure.** Except with respect to Tenant's obligation for the payment of Rent and the maintenance of the requisite insurance set forth herein, and except with respect to specific cure periods provided herein for and with respect to Tenant's Default, in the event any obligation to be performed by either Landlord or Tenant is prevented or delayed due to labor disputes, acts of God, inability to obtain materials, government restrictions, casualty, or other causes beyond the parties' control, the responsible party shall be excused from performing such obligation for a period of time equal to such delay. If as a result of any force majeure or other reason, Tenant is unable to occupy all or a portion of the Premises, and if pursuant to the terms of this Lease Tenant is afforded a full or partial abatement of any Rent in such event, then Tenant shall accept such abatement of Base Rent as liquidated damages for Tenant's loss of use of the Premises and interruption of business; and Tenant hereby waives the provisions of any applicable existing or future Law permitting the termination of this Lease.

(f) **Interests and Late Fees.** Notwithstanding anything to the contrary in this Lease, in no event shall any interest, fees or other charges payable to Tenant exceed such amounts as may be allowed by Law.

(g) **Non-Discrimination.** Tenant shall not permit discrimination against, or segregation of, any person, group of persons, or entity on the basis of race, color, creed, religion, age, sex, marital status, national origin, or ancestry in Tenant's use or occupancy of the Premises.

(h) **Integrated Instrument and Amendments.** This Lease represents the final product and integration of all negotiations between Landlord and Tenant; and the terms and conditions set forth herein shall incorporate and supersede all prior discussions and writings. Except as specifically set forth in this Lease, no representations, warranties or agreements have been made by Landlord or Tenant to the other with respect to this Lease or with respect to the obligations of Landlord or Tenant in connection therewith. In the event any term or condition of this Lease is inconsistent with any term or condition of any prior verbal or written understanding or agreement between the parties, the terms and conditions of this Lease shall prevail. In the event any term or condition of any prior verbal or written understanding or agreement between the parties is omitted in this Lease, such omission is the specific intent of the parties. No provision of this Lease may be amended except by agreement in writing signed by both of the parties.

(i) **No Offer.** The submission of this Lease shall not be deemed to be an offer, an acceptance, or a reservation of the Premises; and Landlord shall not be bound hereby until Landlord has delivered to Tenant a fully executed copy of this Lease, signed by both of the parties on the last page of this Lease in the spaces herein provided. Until such delivery, Landlord reserves the right to exhibit and lease the Premises to other prospective tenants.

(j) **Binding Effect.** The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

(k) **Financial Statements.** Upon the occurrence of any Default or Event of Default Tenant, within fifteen (15) days after request from Landlord, Tenant shall furnish Landlord with such financial statements of Tenant, Tenant's business and/or any guarantor of this Lease, as Landlord may request. Landlord agrees not to disclose any information of such financial statements except to Landlord's professional consultants, lenders or prospective purchasers.

(l) **Withhold Possession.** Landlord may withhold possession of the Premises from Tenant until such time as Tenant has paid to Landlord the Security Deposit required by Section 1(r) of this Lease, and the first month of Base Rent required by Section 5(a) of this Lease.

(m) **Governing Law.** This Lease and the parties' respective rights hereunder shall be governed by the laws of the State of Colorado. Landlord and Tenant hereby waive any and all right to a trial by jury on any issue to enforce any term or condition of this Lease, or with respect to Landlord's right to terminate this Lease, or terminate Tenant's right of possession.

(n) **Tenant's Authority.** The party executing this lease on behalf of Tenant represents and warrants that: (i) said party has the authority to bind Tenant under this Lease; and (ii) the Tenant is a duly organized entity in good standing and qualified to do business in the State of Colorado, and that all necessary approvals and resolutions of Tenant have been secured to authorize execution of this Lease by Tenant.

(o) **Exhibits.** This Lease is modified and affected by the Exhibits listed in Section 1(y) which are attached hereto and made a part hereof.

37. **INITIAL TENANT IMPROVEMENTS; INTERIOR FINISH ALLOWANCE.** Upon full execution of this Lease and delivery of the first month's Base Rent and Security Deposit, and satisfaction of the below Contingencies, Tenant shall have the right and option to perform certain interior finish work within the Premises (the "Initial Tenant Improvements"); however, all such work must be performed in accordance with the terms of this Lease, including without limitation Section 11, and such drawings and specifications prepared by Tenant and approved by Landlord prior to the commencement of such work. It is expressly understood that any plans prepared by or on behalf

of Tenant shall incorporate all requirements of the Americans with Disabilities Act of 1990, and Tenant shall be solely responsible for compliance with such Act, and hold Landlord harmless therefrom, notwithstanding Landlord's approval of any such plans or any construction. Any changes, alterations, or additions made to the original approved plans shall be in writing and also approved by Landlord prior to construction. Tenant shall use only Approved Materials and Approved Contractors in performing the Initial Tenant Improvements. Landlord reserves the right to select all subcontractors performing any HVAC, electrical and/or plumbing work in connection with the Initial Tenant Improvements. All subcontractors selected by Landlord shall be commercially competitive in price, and shall be compensated on a time and materials not to exceed basis.

So Long as no Default or event of Default has occurred and is continuing, Landlord shall contribute an allowance toward the actual cost of the Initial Tenant Improvements in an amount not to exceed Forty Five Thousand Dollars (\$45,000.00) (the "Interior Finish Allowance"). Upon receipt of copies of all paid invoices, and applicable lien waiver(s) for all construction performed and materials furnished or services performed in connection with the Initial Tenant Improvements, Landlord shall pay to Tenant the sum set forth in said paid invoices, but in no event more than the amount of the Interior Finish Allowance; provided, Tenant may deliver lien waivers conditioned only upon payment of the amount identified in such lien waiver (each a "Conditional Lien Waiver") in lieu of final lien waivers, in which event Landlord shall have the right to make payment directly to any contractor who has submitted a Conditional Lien Waiver. Tenant shall deliver such invoices and lien waivers to Landlord no later than December 1, 2017; and Tenant waives its right to reimbursement for any interior finish costs which are delivered to Landlord and/or supported by lien waivers after such date.

All construction in connection with the Initial Tenant Improvements undertaken by Tenant shall be in compliance with all Laws, shall be built in a good and workmanlike manner, and shall be subject to Landlord's inspection from time to time. Tenant shall indemnify and hold Landlord harmless from any and all claims and damages (including reasonable attorneys' fees), to persons or property of Landlord or third persons, caused by Tenant's construction. Tenant shall also indemnify Landlord against any mechanic's liens or other liens arising out of any construction performed by or on behalf of Tenant; and Tenant, shall within thirty (30) days after any construction furnish to Landlord lien waivers for all work performed and materials furnished.

All improvements made to the Premises by Tenant shall, at the option of Landlord, be either delivered to Landlord with the Premises or removed from the Premises prior to the lease termination date. In the event Landlord elects for Tenant to remove any improvements, Tenant shall repair and restore the Premises to a condition substantially similar to the condition of the Premises immediately prior to the installation of such improvements; and, in the event Tenant fails to so repair and restore the Premises, Tenant shall be liable for the costs thereof, which liability shall survive the termination of this Lease.

If for any reason Tenant does not complete construction of its Initial Tenant Improvements by the Commencement Date set forth herein, this Lease and the obligations of the parties shall nevertheless begin on the stated Commencement Date; it being understood and agreed that Tenant shall assume all risk of construction and the timing thereof.

38. GUARANTY. This Lease shall be of no force or effect until the Guaranty attached hereto as Exhibit C and incorporated herein by this reference is duly executed by the individual Guarantors named therein, before a notary public.

39. CONTINGENCIES. Tenant's obligations under this Lease are contingent upon satisfaction of the following contingencies (each a "Contingency") i) Tenant being reasonably satisfied with its ability to obtain sufficient water taps, if not already in place, for its intended use (the "Water Contingency") within thirty (30) days following the Effective Date (the "Water Contingency Deadline"), and ii) Tenant's ability to obtaining an alcohol beverage license for the operation of a beer hall and restaurant (the "Alcohol License Contingency") within one hundred twenty (120) days following the Effective Date (the "Alcohol Beverage Contingency Deadline", and with the Water Contingency Deadline, the "Deadlines"). If Tenant is unable to satisfy either of the above Contingencies,

Tenant shall have the right to terminate this Lease upon delivery of written notice (the "Termination Notice") to Landlord prior to the expiration of the respective Deadline, specifying in detail the reasons for its inability to satisfy the specific contingency; provided, however, that Tenant must use diligent efforts to satisfy the Contingencies, including without limitation, with respect to the Alcohol License Contingency, applying for such license not later than ten (10) days following mutual execution of this Lease, timely providing additional information requested by the licensing authority, diligently meeting with any groups in opposition to a proposed liquor license to address concerns and keeping Landlord informed of such progress. Notwithstanding the foregoing, Landlord shall have the right, but not the obligation, upon delivery of written notice within ten (10) days after Landlord's receipt of Tenant's Termination Notice, to attempt to satisfy the respective Contingency, in which event, Landlord shall have an addition thirty (30) days after the respective Deadline to attempt to satisfy such Contingency on Tenant's behalf. In such event, Tenant shall fully cooperate with Landlord in its efforts to satisfy such Contingency. In no event shall Tenant be permitted to begin construction of any alterations or improvements, or open for business, until such time as Tenant has waived or satisfied both Contingencies.

40. RENEWAL OPTION. Tenant shall have the option to extend the Term for one (1) additional period of three (3) years (the "Renewal Term"), upon the same terms and conditions as are herein provided, except that (a) Base Rent during the Renewal Term shall be increased by 2.5% per year, as set forth in Section 1 above, (b) Tenant shall have no further option to renew this Lease beyond the expiration of the Renewal Term, and (c) the Premises shall be delivered in its existing condition (on an "as is" basis") at the time the Renewal Term commences, without any allowance for tenant improvements.

Such renewal right shall be exercised by Tenant by giving written notice (the "Notice to Renew") to Landlord at least two hundred and seventy (270) days prior to the expiration date of the Term. Time shall be of the essence for the exercise of such option.

Tenant's exercise of an option to extend shall only be effective if at the time of Tenant's exercise of the option and on the commencement date of the Extension Term, this Lease is in full force and effect and there are no events or circumstances which, with the giving of notice or the passage of time, or both, could constitute a default by Tenant under the Lease. The option granted hereunder is intended only for the benefit of the original Tenant named in the Lease and shall only be applicable if Tenant has neither assigned this Lease nor sublet any portion of the Premises.

If Tenant has validly exercised its renewal right hereunder, then, within fifteen (15) business days after the request by either party, Landlord and Tenant shall enter into a written amendment of the Lease confirming the terms, conditions and provisions applicable to the Renewal Term as determined in accordance herewith.

[Signature page follows.]

EXHIBIT "A"

(Premises)

Unit M107 in the Shopping Center legally described as:

[to be provided]

EXHIBIT "B"

SHOPPING CENTER RULES AND REGULATIONS

Tenant agrees to comply with the following rules and regulations, and any subsequent rules or regulations which Landlord may adopt or modify from time to time. Tenant shall be bound by such rules and regulations to the same extent as if such rules and regulations were covenants of this Lease; and any non-compliance thereof shall constitute a Default under this Lease. Landlord shall not be liable to Tenant for the non-observance of any of said rules and regulations by any other tenant.

(1) No sign or advertisement shall be displayed by Tenant on the outside or the inside (and visible from the outside) of the Premises without the prior written consent of Landlord. Tenant shall not use any picture or likeness of the Shopping Center in any notices or advertisements, without Landlord's prior written consent.

(2) In the event Tenant requires telecommunications, telephone or satellite dish connections, Landlord shall have the right to prescribe additional rules and regulations regarding the same including, but not limited to, the size, manner, location and attachment of such equipment and connections.

(3) No additional locks shall be placed upon any door of the Premises, and Tenant shall not permit any duplicate keys to be made, without the prior consent of Landlord. Upon the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord all keys to the Premises and Shopping Center.

(4) Tenant shall not permit within the Premises any animals other than service animals; nor shall Tenant create or allow any foul or noxious gas, noise, odors, sounds, and/or vibrations within the Premises, or create any interference with the operation of any equipment or radio or television broadcasting/reception from within or about the Shopping Center, which may obstruct or interfere with the rights of any other tenant(s) in the Shopping Center.

(5) Tenant shall not contract for any work or service to be performed to or within the Premises which might involve the employment of labor incompatible with Landlord's employees or the employees of contractors doing work or performing services by or on behalf of Landlord.

(6) All garbage and refuse shall be kept in containers specified by Landlord, and shall be placed in location designated by Landlord. All refuse shall be placed in sealed bags and placed in the dumpster located in the trash rooms at the rear of the Shopping Center. Cardboard boxes must be broken down prior to placement in the dumpster.

(7) No sidewalks, loading areas, stairways, doorways, corridors, and other common areas shall be obstructed by Tenant or used for any purpose other than for ingress and egress. Landlord retains the right to control all public and other areas not specifically designated as the Premises, provided nothing herein shall be construed to prevent access to the Premises or the common areas of the Shopping Center by Tenant or Tenant's invitees.

(8) Tenant shall not install any window treatments other than existing treatments or otherwise obstruct the windows of the Premises without Landlord's prior written consent.

(9) After normal business hours Tenant shall lock all doors and windows of the Premises; and, in the event the building is locked after normal business hours and Tenant allows its employees, agents, contractors, invitees or licensees to enter the building after such hours, Tenant shall be responsible that such persons lock the building upon exiting. Tenant shall be liable for all damages sustained by Landlord arising from such failure.

(10) Any person(s) who shall be employed by Tenant for the purpose of cleaning the Premises shall be employed at Tenant's cost. Tenant shall indemnify and hold Landlord harmless from all losses, claims, liability, damages, and expenses for any injury to person or damage to property of Tenant, or third persons, caused by Tenant's cleaning contractor.

(11) Tenant shall not canvass or solicit business, or allow any employee of Tenant to canvass or solicit business, from other tenants in the Shopping Center.

EXHIBIT "C"

SIGNAGE CRITERIA

EXHIBIT "D"
GUARANTY

THIS GUARANTY is made for value received, and in consideration for, and as an inducement to Landlord ("Landlord") making the foregoing office Lease Agreement with Tenant ("Tenant").

NOW, THEREFORE, Guarantors agree as follows:

1. **Definitions.** In this Guaranty, the following terms have the meaning given:
 - a. **Landlord:** CSB Properties holdings, LLC, a Delaware limited liability company
 - b. **Tenant:** Noduff Resort Pubs, LLC, a Colorado limited liability company
 - c. **Guarantors:** Jeremy Thelen and Scott Pohlman, jointly and severally, individuals and residents of the State of Colorado (hereinafter referred to as "Guarantor").
 - d. **Lease Reference Date:** Lease Reference Date of January ___, 2017, by and between Landlord and Tenant.
 - e. **Premises:** 82 Beaver Creek Place, Benchmark Shopping Center, Unit M 107, Avon, Colorado 81620.

Any capitalized term used in this Guaranty but not defined in this Guaranty has the meaning set forth for such term in the Lease.

2. **Consideration.** Tenant and Landlord have entered into the Lease for the Premises. Guarantors have both reviewed the Lease and are fully familiar with the terms thereof.

3. **Guaranty of Obligations.** Guarantors hereby, jointly, severally, unconditionally and irrevocably guarantee to Landlord, its successors and assigns, the fully and timely payment of rent and any other charges and/or monies owed under the Lease and performance of all Tenant's obligations under the Lease and the terms, covenants and conditions thereof (collectively, the "Obligations").

4. **Guaranty Unconditional.** The obligations of Guarantors hereunder shall be unconditional and absolute. Without limiting the generality of the foregoing, Guarantors shall not be released, discharged or otherwise affected by:

- a. any settlement, compromise, waiver or release in respect of any of the Obligations;
- b. any modification, amendment, renewal or extension of the Lease including any enlargement or change in the premises under the Lease, and Guarantors' obligations hereunder shall apply fully to any such modification, amendment, renewal, or extension;
- c. any assignment of Tenant's interest under the Lease, whether or not permitted by Landlord;
- d. the existence of any claim, setoff or other rights which Guarantors may have at any time against Landlord; and
- e. any exercise or restraint from exercising any rights (whether under contract or by law or equity) against Tenant or any consent to or waiver of any breach of or default under the Lease by Tenant; and
- f. the institution by or against Tenant of any bankruptcy, reorganization, arrangement insolvency or liquidation proceeds or other similar proceedings under any law for the relief of debtors

or the benefit of creditors, or the discharge by Tenant of any of the obligations pursuant to such law or proceeding; and

g. any invalidity or unenforceability for any reason of the Lease relating to or against Landlord.

5. **Waiver.** Landlord shall not be required to initiate, pursue or exhaust any remedy or claim against Tenant as a condition to enforcement of either Guarantor's obligations under this Guaranty, and Landlord may, at its option, join either or both Guarantors in any action or proceeding brought against Tenant to enforce any of Tenant's obligations under the Lease, or may sue either or both Guarantors in one or more separate proceedings. Each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and any notice not provided for herein. Until all of Tenant's obligations under the Lease are fully performed, Guarantors waive any right of subrogation against Tenant by reason of any payments or acts or performance in compliance with the obligations of Guarantors under this Guaranty and Guarantors each subordinate any liability or indebtedness of Tenant held by Guarantors to the Obligations.

6. **Guarantors' Statements.** The individuals executing this Guaranty represent and warrant to Landlord that all financial information of Guarantors previously furnished to Landlord are accurate in all material respects. In addition, within fifteen (15) days after any request by Landlord, each Guarantor shall furnish Landlord with such financial statements of Guarantors as Landlord may request. Landlord agrees not to disclose any information of such financial statements except to Landlord's professional consultants, lenders or prospective purchasers.

7. **Costs of Collection; Indemnification.** Guarantors shall pay Landlord on demand, all reasonable fees and disbursements of Landlord's attorneys related to any action or proceeding instituted by Landlord seeking to cause Guarantors to honor this Guaranty.

8. **WAIVER OF JURY TRIAL.** EACH PARTY HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM OUT OF OR IN ANY WAY CONNECTED WITH THE GUARANTY OR THE LEASE.

9. **Governing Law; Jurisdiction.** This Guaranty shall be governed by and construed in accordance with the laws of the state of Colorado and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instruction, agreements, representations or other communications.

10. **Captions.** The captions herein are for convenience of reference only and shall not be considered when construing or interpreting this Guaranty. Neither this Guaranty nor any provisions hereof shall be construed against the party/s causing this Guaranty or such provisions to be drafted.

11. **Severability.** If any provision of this Guaranty or the application thereof to any person or circumstances shall in whole or in part be invalid or unenforceable, the remainder of this Guaranty shall be valid and enforced to the fullest extent permitted by law.

12. **Notice.** Any notice, demand or other communication with respect to this Guaranty that Guarantors or Landlord may desire to give or serve shall be in writing, by nationally recognized overnight delivery service, certified mail, postage prepaid, return receipt requested, by prepaid telegraph, or by personal service (including express or courier service) and addressed as follows:

Address of Landlord: CSB Properties Holdings, LLC
c/o Hoffmann Commercial Real Estate
8000 Maryland Avenue, Suite 620
St. Louis, Missouri 63105

Address of Guarantors: Jeremy Thelen
82 E. Beaver Creek Place, Suite M 107
Avon, Colorado 81620

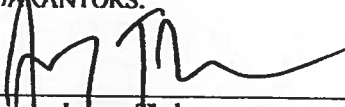
Scott Pohlman
82 E. Beaver Creek Place, Suite M 107
Avon, Colorado 81620


13. **Successors and Assigns.** The Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Guarantors may not assign their obligations hereunder, and any such assignment shall be null and void.

14. **Entire Agreement.** This Guaranty is the entire agreement of the Guarantors and Landlord with respect to the subject matter hereof. This Guaranty shall not be amended, modified or terminated nor may any of its provisions be waived, except by a writing signed by Guarantors and Landlord.

IN WITNESS WHEREOF, this Guaranty has been duly executed as of the date first above written.

GUARANTORS:



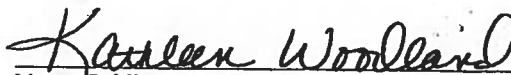
Jeremy Thelen


Scott Pohlman

STATE OF COLORADO)
 Summit) SS.
COUNTY OF ~~EAGLE~~)

On this 14th day of January, 2017 before me appeared Jeremy Thelen, an individual, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed this Guaranty as his free act and deed and that he executed same for purposes therein stated.

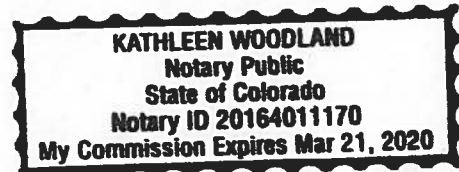
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public

My Term Expires: 3-21-20

STATE OF COLORADO)
 Summit) SS.
COUNTY OF EAGLE)



On this 14th day of January, 2017 before me appeared Scott Pohlman, an individual, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed this Guaranty as his free act and deed and that he executed same for purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

HOFFMANN

COMMERCIAL REAL ESTATE

Thursday March 30, 2017

Via e-mail to: thelenjeremy@yahoo.com and scottdpohlman@msn.com

And regular mail to:

Noduff Resort Pubs, LLC
a subsidiary of Prost, LLC
82 E. Beaver Creek Place, Suite M107
Avon, Colorado 81620
Attention: Jeremy Thelen and Scott Pohlman

Re: Unit M 107 of The Junction at Benchmark Shopping Center, Avon, Colorado

Dear Sirs:

Reference is made to that Lease dated as of January 23, 2017 (the "Lease") by and between us, CBS Properties Holdings, LLC ("Landlord"), and you, Noduff Resort Pubs, LLC, a Colorado LLC ("Tenant"), for the above Premises. This letter will confirm that Landlord approves the serving of alcoholic beverages and food in the Outdoor Patio, as described in, and subject to the provisions of Section 3 in the Lease. Landlord also confirms its understanding that Tenant is a subsidiary of Prost, LLC, a Colorado limited liability company, and that you will be doing business as "Prosit Fine Beers & Sausages".

Please let us know if you need any further assistance as you prepare to open your store.

Very truly yours,

CBS Properties Holdings, LLC

Doug Jimenez
Doug Jimenez

Property Manager

Hoffmann Commercial Real Estate

[8000 Maryland Avenue | Suite 610 | St. Louis, MO](#) | 63105

P: 970-688-5181 | C: 970-390-1970 | F: 970-688-5181

djimenez@hoffmanncre.com

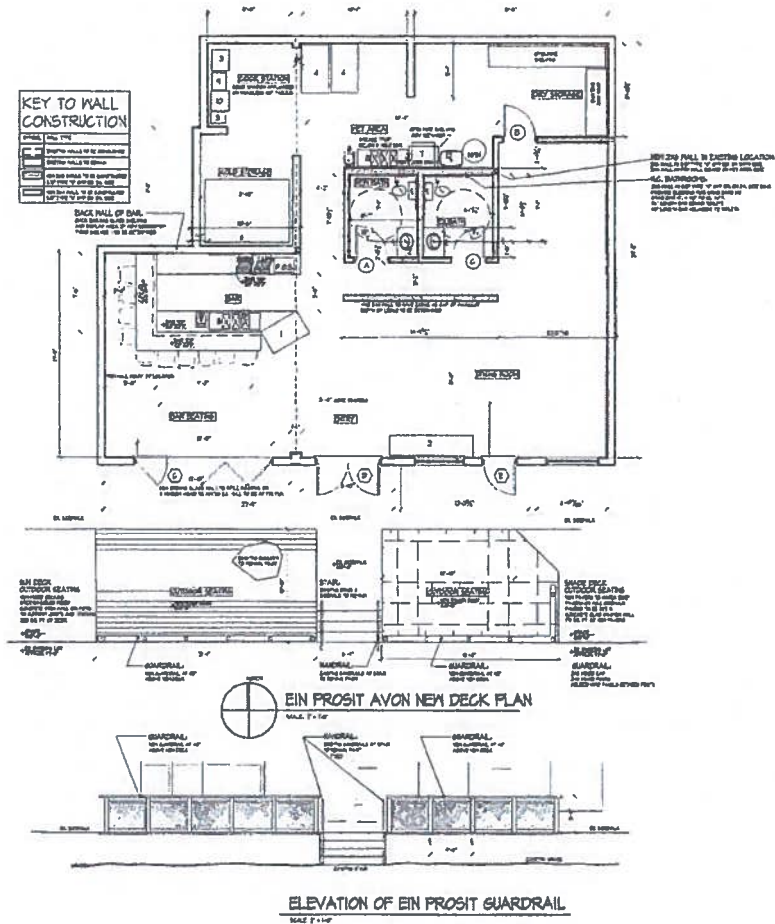
8000 Maryland Avenue · Suite 610 · St. Louis, MO 63105

P: 314.725.8333 · F: 314.725.8344

HOFFMANN

COMMERCIAL REAL ESTATE

Exhibit A



ISSUE RECORD
 1st Issue: 3/23/17
 2nd Issue: 3/23/17
 3rd Issue: 3/23/17
 4th Issue: 3/23/17

THIS OFFICE IS THE ARCHITECT OF RECORD FOR THE PROJECT.
 EIN PROSIT AVON
 8000 MARYLAND AVENUE, SUITE 610
 ST. LOUIS, MISSOURI 63105

Architect & Interior Designer
 Laura Mack-DeMoss
 P.O. BOX 2045
 EDWARDS, CO
 80522
 470-426-7809
 LAURA@LMDDESIGN.COM
 WWW.LMDDESIGN.COM

A5

Exhibit D



Colorado Secretary of State
Date and Time: 07/28/2011 04:03 PM
ID Number: 20111430591
Document number: 20111430591
Amount Paid: \$50.00

Document must be filed electronically.
Paper documents will not be accepted.
Document processing fee
Fees & forms/cover sheets
are subject to change.
To access other information or print
copies of filed documents,
visit www.sos.state.co.us and
select Business Center.

\$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Prost L.L.C.

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "llc", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

313 Main Street

(Street number and name)

Frisco

(City)

CO

(State)

80443

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name
(if an individual)

Pohlman

(Last)

Scott

(First)

David

(Middle)

(Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

40 Cove Blvd.

(Street number and name)

UNIT A1

Dillon

(City)

CO

(State)

80435

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

CO

(State)

(ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual)

Pohlman

Scott

David

(Last)

(First)

(Middle)

(Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Mailing address

40 Cove Blvd.

(Street number and name or Post Office Box information)

Unit A1

Dillon

CA

80435

(City)

(State)

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

OR

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Pohlman	David	L.	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
5329 Flower Circle			
<i>(Street number and name or Post Office Box information)</i>			
Arvada			
<i>(City)</i>	CO	80002	
	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
	United States		
<i>(Province - if applicable)</i>	<i>(Country)</i>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State
 Date and Time: 01/02/2017 04:20 PM
 ID Number: 20171004131
 Document number: 20171004131
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Noduff Resort Pubs, LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

82 E. Beaver Creek Blvd.

(Street number and name)

Unit M107

Avon

(City)

CO

(State)

81620

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province – if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Thelen

(Last)

Jeremy

(First)

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

82 E. Beaver Creek Blvd.

(Street number and name)

Unit M107

Avon

(City)

CO

(State)

81620

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO _____
(State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual)

(Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

JCS Mountain Investments, LLC

Mailing address

82 E. Beaver Creek Blvd.
(Street number and name or Post Office Box information)

Unit M107

Avon CO 81620
(City) (State) (ZIP/Postal Code)

United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in
(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Causey</u>	<u>Inga</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>PO Box 98</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Vail</u>	<u>CO</u>	<u>81658</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u></u>	<u>United States</u>		
<small>(Province – if applicable)</small>	<small>(Country)</small>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Exhibit E

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,

Prost L.L.C.

is a

Limited Liability Company

formed or registered on 07/28/2011 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 20111430591 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/01/2017 that have been posted, and by documents delivered to this office electronically through 03/02/2017 @ 10:52:02 .

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 03/02/2017 @ 10:52:02 in accordance with applicable law. This certificate is assigned Confirmation Number 10107698 .



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."

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business

Ein Prost Fine Beers and Sausages

2. Your Full Name (last, first, middle)

Scott David Pohlman

3. List any other names you have used.

4. Mailing address (if different from residence)

PO Box 4520 Frisco Co 80443

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current	422 BELFORD	FRISCO, CO 80443	4-2014	PRESENT
Previous	40 COVE BLVD A1	DILLON, CO 80435	1999	2014

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
PROST LLC	PO BOX 4520 FRISCO CO 80443	OWNER	2010	Present

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
DAVE POHLMAN	FATHER	CO-OWNER	

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.

Yes No

Currently have a License at PROST FINE BEERS AND SAUSAGES
 AT 313 MAIN ST FRISCO CO 80443

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.

Yes No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.)

Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

Yes No

PERSONAL AND FINANCIAL INFORMATION

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [REDACTED]		b. Social Security Number SSN [REDACTED]		c. Place of Birth SELMA ALABAMA		d. U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, State where				f. When		g. Name of District Court	
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number		k. Permanent Residence Card Number	
l. Height 5	m. Weight 10	n. Hair Color BR	o. Eye Color GREEN	p. Sex M	q. Race	r. Do you have a current Driver's License? If so, give number and state <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [REDACTED]	

14. Financial Information.

a. Total purchase price \$ _____ (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ _____

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid \$ 42,900

c. Provide details of the investment described in 14.b. You must account for all of the sources of this investment. Attach a separate sheet if needed.

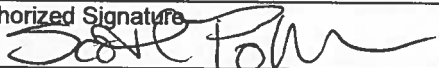
Type: Cash, Services or Equipment	Source	Amount
EQUIPEMENT + FIXTURES	OWNED	35,000
CASH	PROST LLC BANK ACCOUNT	7,900

d. Loan Information (attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature 	Title OWNER	Date 3-3-17
--	----------------	----------------

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business

EIN PROSIT - FINE BEERS AND SAUSAGES

2. Your Full Name (last, first, middle)

Pohlman, DAVID LAWRENCE

3. List any other names you have used.

4. Mailing address (if different from residence)

5329 FLOWER CIR ARVADA, CO 80002

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current 5329 FLOWER CIRCLE	ARVADA, CO 80002	APR 1999	PRESENT
Previous			

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
Retired				

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
Scott Pohlman	SON	MEMBER	

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.

~~CALADON, DILLON, CO~~

Yes No

EIN PROSIT - FINE BEERS AND SAUSAGES - 3464 W. 32nd ST.,
 DENVER, CO JAN, 2014 → JAN 2017

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.

Yes No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.)

Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

Yes No

PERSONAL AND FINANCIAL INFORMATION

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [REDACTED]		b. Social Security Number SSN [REDACTED]		c. Place of Birth DETROIT, MI USA		d. U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, State where				f. When		g. Name of District Court	
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number		k. Permanent Residence Card Number	
l. Height 5'9"	m. Weight 175	n. Hair Color GREY	o. Eye Color BLU	p. Sex M	q. Race CAU	r. Do you have a current Driver's License? If so, give number and state <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [REDACTED]	

14. Financial Information.

a. Total purchase price \$ _____ (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ _____

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid \$ _____

c. Provide details of the investment described in 14.b. You must account for all of the sources of this investment. Attach a separate sheet if needed.

Type: Cash, Services or Equipment	Source	Amount
EQUIPMENT	Owned	42,500

d. Loan Information (attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature <i>David Zehler</i>	Title Senior Member	Date 10 MAR 2017
---	------------------------	---------------------

**Avon Police Department
Liquor License Application**

Individual Name(s): David Pohlman
Scott Pohlman
Name of Business: Ein Prosit Fine Beers and Sausages

Type of License: Hotel & Restaurant
 Liquor Store License
 Special Event Permit

Event Name: **Date of Event:** [Click here to enter a date.](#)

Location of Business: 82 East Beaver Creek Blvd
Avon, Colorado 81620

Date Received: March 16, 2017

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

Investigation by:
 Detective Sergeant Jonathan Lovins
 Detective Toby Baldwin

Date: March 16, 2017

CBI Criminal Investigation (On File): No Colorado record of arrest for both.

Local Criminal Investigation: No local record of arrest for both

Comments: New business in town. No history of this business name having any violations within Colorado.

Liquor Code Violations in the past five years: Yes No

If yes, explain: _____

Smoking violation in the past calendar year: Yes No

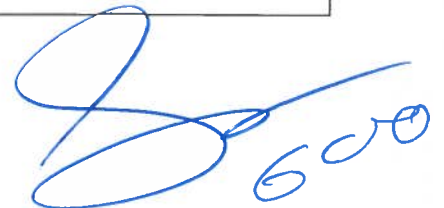
If yes, explain: _____

Background investigation conducted with no problems and or areas of concern.

N.C.I.C. database not accessed on this applicant.

Investigation Time: 2 hours.

Administration Time: 1 hour.



PETITION TO THE AVON LIQUOR LICENSING AUTHORITY

SUMMARY OF LIQUOR PETITION

DATES OF PETITIONING: START 3/3/17 END 3/20/17

NUMBER OF SIGNATURES IN FAVOR 43

NUMBER OF SIGNATURES AGAINST 0

APPLICANT: Prost, LLC

TRADE NAME: Eth Prosit Fine Beers and Sauzyges

SITE LOCATION: Rd E. Beaura Creek Blvd, Unit M107

FOR: _____ LIQUOR LICENSE (TYPE OF LICENSE)

To (PLEASE CHECK ONE):

- 1. HOTEL & RESTAURANT OR TAVERN LIQUOR LICENSE
SELL BEER, WINE & DISTILLED SPIRITS BY THE DRINK FOR CONSUMPTION ON THE PREMISES
- 2. BREW PUB LICENSE
SELL BEER, WINE AND DISTILLED SPIRITS BY THE DRINK FOR CONSUMPTION ON THE PREMISES; AND, TO MANUFACTURE MALT LIQUORS ON THE PREMISES FOR SALE BY THE DRINK FOR CONSUMPTION ON THE PREMISES, OR FOR SALE BY THE PACKAGE TO INDEPENDENT WHOLESALERS FOR DISTRIBUTION TO LICENSED RETAILERS OR TO THE PUBLIC FOR CONSUMPTION OFF THE PREMISES
- 3. RETAIL LIQUOR STORE LICENSE
SELL BEER, WINE & DISTILLED SPIRITS FOR CONSUMPTION OFF THE PREMISES
- 4. 3.2% BEER LICENSE
SELL 3.2% BEER FOR CONSUMPTION OFF THE PREMISES
- 5. BEER AND WINE LIQUOR LICENSE
SELL BEER AND VINOUS SPIRITS FOR CONSUMPTION ON THE PREMISES

This is only a sample of what a Summary might include. It is not intended to be legal advice
And is offered as a courtesy by the Town Clerk's office of Avon.

PETITION TO THE AVON LIQUOR LICENSING AUTHORITY

INSTRUCTIONS AND QUALIFICATIONS FOR SIGNING PETITION

1. To sign this petition, you must be 21 years of age or older and a United States citizen and it is recommended that signatures include those persons that are either a resident of the Town, persons that are working in the Town or visitors to the Town. Please note that the neighborhood is defined in Resolution No. 04-04 as adopted by the Avon Liquor Licensing Authority on the 23rd day of November 2004. A copy will be provided upon request of the applicant.
2. Please sign this petition in the presence of the petition circulator.
3. Please take the opportunity to read the petition, or have it read to you, in its entirety. Your signature on the petition indicates you understand the petition issue. If you are unclear on the petition issue, ask the circulator for clarification.
4. Please sign this petition only one time. If you were previously contacted by another circulator concerning this matter, please do not sign this petition also.
5. Please sign your own given name: first name or first initial, middle name or middle initial (if applicable), and last name. You may not sign this petition for any other individual.
6. Please include your street residence address & not a PO Box number.

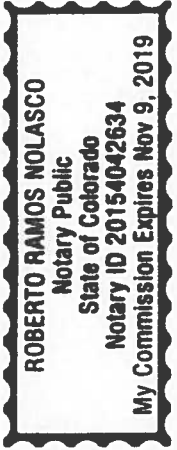
PETITION TO THE AVON LIQUOR LICENSING AUTHORITY

I, Samy Thelin, do hereby certify that I was the circulator of the attached petitions and further, that I personally witnessed each signature appearing on the petitions. To the best of my knowledge, each signature thereon is the signature of the person whose name it purports to be, each address given opposite each name is the true address of the person that signed, that each person who signed the petition represented themselves to be 21 years of age or older, and that each person who signed the petition had the opportunity to read or have read to them, the petition in its entirety and understands its meaning. I also hereby affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition and that every signature appearing hereon was completely free and voluntarily given.


Circulator

STATE OF COLORADO)
) SS.
COUNTY OF EAGLE)

Subscribed and sworn to before me this 20th day of March, 2017.




Notary Public

Nov 9 2019
My commission expires

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And is offered as a courtesy by the Town Clerk's office of Avon.



PETITION TO THE AVON LIQUOR LICENSING AUTHORITY

proposed to be located at Ed E. Beaver Creek Blvd, M107 am at least 21 years of age and am a resident or owner or manager of a business located within the defined neighborhood boundaries of the proposed liquor establishment. I have indicated below whether I consider the granting of the above-mentioned liquor license to be desirable and necessary for the reasonable requirements of the neighborhood.

Print Name	Signature	Street Address & Town (in which your reside)	Age	Date	For	Against
Brian Kruse		2760 June Crk Trl Avon	42	3/17/17	<input checked="" type="checkbox"/>	
Tiffany Sanner		3809 Hwy 6 Avon	45	3/17/17	<input checked="" type="checkbox"/>	
Michele Caspi		142 East Beaver Creek	45	3/17/17	<input checked="" type="checkbox"/>	
WILLIAM LOIT		142 BEAVER CREEK PLACE	40	3/17/17	<input checked="" type="checkbox"/>	
Kathy Repinski		142 Sauer Creek Blvd	64	3/17/17	<input checked="" type="checkbox"/>	
JOE RESEMAN		142 BEAVER CREEK PLACE	64	3/17/17	<input checked="" type="checkbox"/>	
KERRY WITT		142 BEAVER CREEK PL.	37	3/17/17	<input checked="" type="checkbox"/>	
Walker Ann		690 Nottingham Rd	32	3/17/17	<input checked="" type="checkbox"/>	
_____	_____	_____	_____	_____	_____	_____
Dallas Thomas		142 Beaver Creek Pl.	30	3/17/17	<input checked="" type="checkbox"/>	
Hildie Talk		192 Darkspar N HA	48	3/19/2017	<input checked="" type="checkbox"/>	
Bureau Alec		192 WARENE LANE HA	49	3/19/17	<input checked="" type="checkbox"/>	
Rob Dilschie		_____ 8590 Old Town Pl. Av.	43	3/19/17	<input checked="" type="checkbox"/>	
Saira Rodriguez		998 W. Beaver Creek Blvd.	25	3/19/17	<input checked="" type="checkbox"/>	

PETITION TO THE AVON LIQUOR LICENSING AUTHORITY

proposed to be located at 22 E. Beaver (north of VAM/OT). I am at least 21 years of age and am a resident or owner or manager of a business located within the defined neighborhood boundaries of the proposed liquor establishment. I have indicated below whether I consider the granting of the above-mentioned liquor license to be desirable and necessary for the reasonable requirements of the neighborhood.

Print Name	Signature	Street Address & Town (in which you reside)	Age	Date	For	Against
Dick Noesen		3009 W. Bridge Road	44	3/19/2017	X	
M. H. Snowberger		2605 Bear Trap Rd	36	3/19/2017	X	

This is only a sample of what a Summary might include. It is not intended to be legal advice
And is offered as a courtesy by the Town Clerk's office of Avon.

PETITION TO THE AVON LIQUOR LICENSING AUTHORITY

I, the undersigned, am aware that an application for a 14.7% TRIPLE VINTAGE or 14.7% VINTAGE license has been filed with the Avon Liquor Licensing Authority by: PAWNT LLC doing business as PAWNT FIRE BEER and SAUVIGNON, and proposed to be located at 82 E. BURNINGBUSH RD #107. I am at least 21 years of age and am a resident or owner or manager of a business located within the defined neighborhood boundaries of the proposed liquor establishment. I have indicated below whether I consider the granting of the above-mentioned liquor license to be desirable and necessary for the reasonable requirements of the neighborhood.

Print Name	Signature	Street Address & Town in which you reside Include only Street Address	Age	Date	For	Against
RANDY DENARD	<i>[Signature]</i>	137 Benchmark Rd, 302	46	3/16/17	✓	
RANDY DENARD	<i>[Signature]</i>	133 RIVERSIDE CRT, AVON #4	39	3/16/17	✓	
PAUL FAGENSIAT	<i>[Signature]</i>	1796 MAIN ST. MINTURO CO 81645	65	3/16/17	✓	
REB DAVIS	<i>[Signature]</i>	410 Nottingham Rd Unit B Avon CO	53	3/16/17	✓	
Tyler Heins	<i>[Signature]</i>	240 CHAPEL PL #311 Avon, CO	58	3/16/17	✓	
Cheryl Browne	<i>[Signature]</i>	220 Nottingham Rd #6 Avon, CO	59	3-18-17	✓	
Jon Buhl.	<i>[Signature]</i>	220 Nottingham Rd #5 Avon, CO	37	3/19/17	✓	
Derek George	<i>[Signature]</i>	222 Chapel Pl Avon, CO	29	3/19/17	✓	
Phil Miller	<i>[Signature]</i>	240 Chapel Pl, B-125 Avon CO 81620	40	3/19/17	✓	
STAFFO TURNER	<i>[Signature]</i>	150 E. Beaver Creek Blvd Avon CO 81620 Unit A1026	55	3/19/17	✓	
BARBARA NEERACKER	<i>[Signature]</i>	3499 Highway 2104 Edwards, CO 81632	39	3/19/17	✓	
Osha Grack	<i>[Signature]</i>	1135 Swift Gulch Road	29	3/19/17	✓	
Chris Kascausk	<i>[Signature]</i>	58 Game Creek Edwards, CO 81632	24	3/19/17	✓	
Kristin Hanna	<i>[Signature]</i>	109 Hord Lane #1201 Avon, CO 81620	49	3/19/17	✓	
Seth Liebermann	<i>[Signature]</i>					

I, the undersigned, am aware that an application for a _____ license has been filed with the Avon Liquor Licensing Authority by: _____ doing business as _____, and _____

PETITION TO THE AVON LIQUOR LICENSING AUTHORITY

I, the undersigned, am aware that an application for a Retailer License on Avon Liquor license has been filed with the Avon Liquor Licensing Authority by: POST LLC doing business as Post Beer and Sun 3495, and proposed to be located at 825 Beaver Creek Blvd #107. I am at least 21 years of age and am a resident or owner or manager of a business located within the defined neighborhood boundaries of the proposed liquor establishment. I have indicated below whether I consider the granting of the above-mentioned liquor license to be desirable and necessary for the reasonable requirements of the neighborhood.

Print Name	Signature	Street Address & Town in which you reside Include only Street Address	Age	Date	For	Against
Noel Falk	<i>Noel Falk</i>	5221 Eagle Bend Drive Avon	42	3-3-17	X	
Douglas Fode	<i>Douglas Fode</i>	2395 Saddle Ridge Loop, Avon	50	3-3-17	X	
Kelly Wilson	<i>Kelly Wilson</i>	204 Eagle Dr Eagle Vail CO	33	3-3-17	X	
Brett Falk	<i>Brett Falk</i>	5221 Eagle Bend Drive Avon	52	3-3-17	X	
Natalie Schwabe	<i>Natalie Schwabe</i>	4555 Eagle Bend Dr. Avon	47	3-3-17	X	
Amy Larson	<i>Amy Larson</i>	2100 Old Trail Rd. B2	50	3-4-17	X	
Julia Cithron	<i>Julia Cithron</i>	2101 Old Trail Rd. unit A	32	3/6/17	X	
Sam Mizewich	<i>Sam Mizewich</i>	180 W. Beaver Creek Blvd #308	33	3-6-17	X	
Patricia Nelson	<i>Patricia Nelson</i>	137 Benchmark Rd #100P	59	3-6-17	X	
JANICE MORGAN	<i>Janice Morgan</i>	414 W Beaver Creek Blvd #21	70	3-6-17	X	
MARK HEINBACH	<i>Mark Heinbach</i>	215 W. Beaver - Chap B1-1. B-16	54	3-13-17	X	
JEFF FRANCIS	<i>Jeff Francis</i>	730 Nottingham Rd Avon	48	3-16-17	X	
Mark Gibbs	<i>Mark Gibbs</i>	730 Nottingham RD Avon	27	3-16-17	X	
Rick Hamish	<i>Rick Hamish</i>	730 Nottingham C-3	62	3-16-17	X	

I, the undersigned, am aware that an application for a _____ license has been filed with the Avon Liquor Licensing Authority by: _____ doing business as _____, and



TOWN OF AVON, COLORADO
AVON LIQUOR LICENSING AUTHORITY MEETING MINUTES FOR TUESDAY, MARCH 14, 2017
AVON TOWN HALL, ONE LAKE STREET

1. CALL TO ORDER AND ROLL CALL

Chairman Fancher called the meeting to order at 5:03 p.m. A roll call was taken and Board members present were Sarah Smith Hymes, Scott Prince, Jake Wolf, Amy Phillips and Megan Burch. Board member Matt Gennett was absent. Also present were Town Manager Virginia Egger, Town Attorney Eric Heil, Planning Director Matt Pielsticker, Public Works Director Gary Padilla, 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: 00:00:47 Part Two

4.1. Applicant: Vistana Colorado Management, Inc. d/b/a Sheraton Mountain Vista

Location: 160 Beaver Creek West

Type: Hotel and Restaurant License

The application was presented to the Board and no concerns were raised. Kyle Lester, Director of Operations for the Sheraton Mountain Vista spoke briefly regarding hours of operation.

Board member Smith Hymes moved to approve the renewal application for Vistana Colorado Management, Inc. d/b/a Sheraton Mountain Vista. Board member Phillips seconded the motion and it passed unanimously by those present. Board member Gennett was absent.

5. REPORT OF CHANGES- LLC/PARTNERSHIP MASTER FILE

Start time: 00:02:30 Part Two

5.1. Applicant: Bob's Place, LLC. d/b/a Bob's Place

Location: 100 W. Beaver Creek Place

Manager: Robert Doyle

The application was presented to the Board and no concerns were raised.

Board member Prince moved to approve the report of change application for Bob's Place, LLC. d/b/a Bob's Place. Board member Smith Hymes seconded the motion and it passed unanimously by those present. Board member Gennett was absent.



TOWN OF AVON, COLORADO
AVON LIQUOR LICENSING AUTHORITY MEETING MINUTES FOR TUESDAY, MARCH 14, 2017
AVON TOWN HALL, ONE LAKE STREET

6. REPORT OF CHANGES – CHANGE IN MANAGER

6.1. Applicant: Bob’s Place, LLC d/b/a Bob’s Place

Location: 100 W. Beaver Creek Place

Currant Manager: Robert Doyle

New Manager: Chris Doyle

The application was presented to the Board and no concerns were raised. Robert Doyle expressed his appreciation for the support over all the years.

Board member Prince moved to approve the change in manager application for Bob’s Place, LLC. d/b/a Bob’s Place. Board member Phillips seconded the motion and it passed unanimously by those present. Board member Gennett was absent.

7. MINUTES FROM FEBRUARY 28, 2017

Start time: 00:04:25 Part Two

Vice Chairwoman Smith Hymes moved to approve the minutes from February 28, 2017, Liquor Authority meeting. Board member Phillips seconded the motion and it passed unanimously by those present. Board member Wolf recused himself because he was absent. Board member Gennett was absent.

8. ADJOURNMENT

There being no further business to come before the Board, Mayor Fancher moved to adjourn the liquor meeting. The time was 5:07 p.m.

RESPECTFULLY SUBMITTED:

Debbie Hoppe, Secretary

APPROVED:

Jennie Fancher

Sarah Smith Hymes

Jake Wolf

Megan Burch

Matt Gennett

Scott Prince

Amy Phillips



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Preston Neill, Executive Assistant to the Town Manager
Date: April 11, 2017
Topic: Proclamation Honoring the Month of the Young Child

SUMMARY:

The Town Council is asked to consider adopting the attached proclamation that proclaims April, 2017, as the Month of the Young Child.

Kendra Cowles with YouthPower365 will attend Tuesday's meeting to present this item.

ATTACHMENTS:

Proclamation Honoring the Month of the Young Child

PROCLAMATION

Town of Avon, Colorado

HONORING THE MONTH OF THE YOUNG CHILD

Whereas, the Town of Avon and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating April, 2017, as the Month of the Young Child; and

Whereas, these organizations are working to improve early learning opportunities, which are crucial to the growth and development of young children, and to building better futures for everyone in Avon, Colorado; and

Whereas, all young children and their families across the country and in Avon, Colorado, deserve access to high-quality early education and care; and

Whereas, in recognizing and supporting the people, programs and policies that are committed to high-quality early childhood education as the right choice for kids;

NOW, THEREFORE, LET IT BE KNOWN:

The Town of Avon, Colorado, hereby proclaims April as The Month of the Young Child and encourages all citizens to work to make a good investment in early childhood development so that each child is strong, healthy, learning at the highest levels and loved as a special person.

Mayor Jennie Fancher
On behalf of the Town of Avon, Colorado





TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Justin Hildreth, Town Engineer
Meeting Date: April 11, 2017
Agenda Topic: Presentation of the Engineering Department and Building and Facilities Department

BACKGROUND

A PowerPoint presentation has been prepared and is included in the Council packet to provide an update on Engineering Department and the Building and Facility Department operations, maintenance and special projects. The presentation will include information and discussion on the following topics:

- Engineering Department Roles and Responsibilities
- Building and Facilities Department Overview
- Responsibilities
- Outline of Buildings that are Maintained
- Major Projects

**TOWN OF AVON
ENGINEERING DEPARTMENT
BUILDING AND FACILITIES DEPT.**

2017 PRESENTATION

ENGINEERING DEPARTMENT STAFF

- ✘ Town Engineer – Justin Hildreth
- ✘ Project Engineer – James Horsley
- ✘ Buildings Superintendent – Ben Hawf
- ✘ Town Electrician – John Clements
- ✘ Lead Building Tech – Adam Martin
- ✘ Building Tech – Mike Rich

ENGINEERING DEPARTMENT RESPONSIBILITIES

- ✘ Capital Improvement Program
- ✘ Subdivision and Public Improvements
- ✘ Development Review
- ✘ Water Facilities & Water Rights Administration
- ✘ Engineering Support to Other Departments

SUBDIVISION PROGRAM

✘ Subdivision Plat and Construction Drawing Review

- + Conformance with Town Regulations
- + Consistent with Adjacent Development
- + Administer SIAs – Inspections, Pay Requests, Reports
- + 2 PIAs Currently Active
 - ✘ VAA Filing 4
 - ✘ Basecamp aka Red House

CAPITAL IMPROVEMENT PROGRAM

✘ 2016 Major Accomplishments

- + Eagle Valley Trail
- + Metcalf Road Bike Lane and asphalt overlay
- + 6 New Bus Shelters
- + Design of Beaver Creek Blvd
- + Design of New Town Hall

✘ Ongoing Projects

- + Public Safety Facility
- + Pavilion Retractable Door



2017 CIP PROGRAM

✘ 2017 Major Projects

- + New Town Hall
- + Playground
- + Park Restroom Remodel, Light Upgrades and Porta-Potty Shelter
- + Nottingham Road Debris Flow Study
- + Asphalt Overlay Program – Eaglebend, E. Benchmark, Beaver Creek Place, Nottingham Road
- + Micro Surface Program – Lower Wildridge Road and W. Beaver Creek Blvd, Millies Lane

BUILDING AND FACILITIES DEPARTMENT

✘ Recreation Center



✘ ARTF

+ Bus Wash



BUILDING AND FACILITIES DEPARTMENT

✘ Fleet



✘ Pavilion



BUILDINGS AND FACILITIES DEPT

OTHER FACILITIES MAINTAINED BY B&F STAFF

- ✘ Old and New Town Halls
- ✘ Heat Recovery System
- ✘ Swift Gulch Modular
- ✘ Parks Garage and Cabin
- ✘ Wildwood Public Works Annex

B&F DUTIES

- ✘ Maintain all buildings
- ✘ Strategic Building Planning
- ✘ HVAC Operations and Maintenance
- ✘ Planning for Building Energy Upgrades
- ✘ Rec Center pool equipment, workout equipment,
- ✘ Support Special Events



B&F MAJOR PROJECTS

- ✘ Fleet: Break room remodel, HVAC upgrades, Painted floor and interior walls
- ✘ Install New Pool Slides
- ✘ Sherwood Meadows Remodel
- ✘ ARTF Garage Doors
- ✘ New Rec Center Office & Shutdown Repairs
- ✘ Cardio Room Flooring Replacement

TOWN ELECTRICIAN

- ✘ Maintains Streetlights (600)
- ✘ LED Conversion Program
- ✘ Support Special Events
- ✘ Upgraded Lighting at Avon Road/I70 Bridge and Underneath Bob the Bridge
- ✘ Assisted in all remodels





TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Preston Neill, Executive Assistant to the Town Manager
Date: April 11, 2017
Topic: High Five Access Media Work Session

High Five Access Media (HFAM) Board members, including Marci Colby, Scott Robinson, Char Gonsenica, Mike Griffin, Amy Phillips, Kim Blackford, Andrew Zaback and Tegan Davis, will join JK Perry, HFAM Executive Director, for a work session with the Town Council to discuss the following items:

- Brief overview of the HFAM mission and requirements as a recipient of PEG fees; and benefits to the Town of Avon.
- Update on HFAM operations and projects.
- Future opportunities for HFAM to move to the valley floor to better serve the public. How might HFAM fit into the Town's plans for re-imagining the West Town Center?
- How can HFAM and the Town work together to better inform and engage Avon residents through video of Council meetings?
- Is there an appetite for increasing the percentage of franchise fees HFAM receives from the Town by way of Comcast? What additional or improved services would the Town like to see for this to happen?



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Preston Neill, Executive Assistant to the Town Manager
Date: April 11, 2017
Topic: Approval of Resolution 17-02, Approving PEG Grant to High Five Access Media

ACTION BEFORE COUNCIL:

Before Council is a review and vote on Resolution 17-02, Approving PEG Grant to High Five Access Media.

PROPOSED MOTION:

I move to approve Resolution 17-02, Approving PEG Grant to High Five Access Media.

SUMMARY:

The Town of Avon entered into a six year Franchise Agreement with Comcast Colorado VII, LLC (Comcast) in September, 2016. During negotiations with Comcast for renewal of the Franchise Agreement, Comcast indicated that it was willing to advance funds for capital improvements which would then be reimbursed through PEG Fees and that Comcast had implemented this approach in other communities. Town staff worked closely with High Five Access Media to determine capital improvement needs for the Avon community. Town staff negotiated a new section to the Franchise Agreement whereby Comcast will advance \$18,000 for immediate capital improvements and shall retain 70% of PEG Fees until the Initial Capital Contribution is reimbursed. The Town has received the \$18,000 Initial Capital Contribution from Comcast and Comcast has already begun retaining 70% of the PEG Fees collected from subscribers until the Initial Capital Contribution is fully recovered. Comcast is providing the Town the remaining 30% of the PEG Fees collected during the recovery period. Comcast has estimated that the recovery period will be 33 to 34 months. Comcast will provide notice to the Town when the Initial Capital Contribution is fully recovered, and at that time, Comcast will resume providing the Town the full amount of the PEG Fees collected.

High Five Access Media has submitted a formal request for disbursement of the \$18,000 Initial Capital Contribution.

ATTACHMENTS:

Attachment A – Resolution 17-02
Attachment B – High Five Access Media Proposal



**TOWN OF AVON, COLORADO
RESOLUTION 17-02**

APPROVING PEG GRANT TO HIGH FIVE ACCESS MEDIA

WHEREAS, by way of Resolution dated August 9, 2016, the Town of Avon entered into a six-year Franchise Agreement with Comcast of Colorado, LLC (“Comcast”); and

WHEREAS, Comcast collects and provides to the Town a monthly fee as capital support for PEG access ("PEG Fee"); and

WHEREAS, Comcast has agreed to provide a one-time capital contribution of \$18,000, which shall be used for immediate capital improvements; and

WHEREAS, Comcast shall retain 70% of the PEG Fees collected from subscribers until the one-time capital contribution is fully recovered; and

WHEREAS, Comcast shall provide to the Town the remaining 30% of the PEG Fees collected during this recovery period; and

WHEREAS, once the one-time capital contribution is fully recovered, Comcast will resume providing the Town the full amount of the PEG Fees collected; and

WHEREAS, High Five Access Media, the Town of Avon’s designated PEG access provider, has submitted to the Town a formal request for the \$18,000 that has been provided by Comcast, which they intend to use to purchase access equipment.

THEREFORE, BE IT RESOLVED BY THE TOWN OF AVON that the Avon Town Council approves issuance of the one-time capital contribution of \$18,000 to High Five Access Media.

ADOPTED April 11, 2017

AVON TOWN COUNCIL

By: _____
Jennie Fancher, Mayor

Attest: _____
Debbie Hoppe, Town Clerk



High five access media
AVON PEG GRANT FUNDS REQUEST 2017-2018

COUNCIL AND STAFF,

THANK YOU FOR THE OPPORTUNITY TO PRESENT OUR PROPOSAL FOR PEG GRANT FUNDS. IT'S BEEN A BUSY YEAR AT HIGH FIVE ACCESS MEDIA WITH ROLLOUT OF OUR NEW BRAND AND WEBSITE, WHICH THE COMMUNITY IS USING IN GREATER NUMBERS THAN BEFORE.

AS ALWAYS, WE STRIVE TO IMPROVE THE QUALITY OF PRODUCTION AND DISTRIBUTION FOR RESIDENTS, CABLE SUBSCRIBERS AND INTERNET USERS. AT THE SAME TIME, WE BALANCE OUR MISSION TO PROVIDE THE TOOLS AND TRAINING FOR THE COMMUNITY TO PRODUCE THEIR OWN MEDIA AND EXPRESS THEIR IDEAS, ADVOCATE FOR CAUSES AND BECOME CIVICALLY ENGAGED THROUGH CABLE TELEVISION AND THE WEB. THE FOLLOWING EQUIPMENT PURCHASE PROPOSAL HELPS HIGH FIVE ACCESS MEDIA ACHIEVE ITS MISSION. FIRST, A QUICK HISTORY OF RECENT PEG GRANT PURCHASES.

IN 2015, THE AVON TOWN COUNCIL APPROVED OUR REQUEST TO ALLOCATE PEG GRANT FUNDS FROM 2015 AND 2016 IN THE AMOUNT OF \$20,000 TO PURCHASE A HIGH DEFINITION PRODUCTION SYSTEM AND CAMERAS IN COLLABORATION WITH THE TOWN OF VAIL.

WITH \$18,000 IN UP-FRONT PEG FUNDS AVAILABLE FROM COMCAST, AND THE REMAINING \$2,000 FOR 2018, THE FOLLOWING PIECES OF EQUIPMENT ARE PROPOSED FOR PURCHASE IN 2017 AND 2018. THIS REPRESENTS A TOTAL OF MORE THAN \$20,000.

2017 PURCHASES

APPLE TV APP/ROKU CHANNEL - \$2,950. THIS COST COVERS DEVELOPMENT OF A STANDALONE APP/CHANNEL ON BOTH APPLE TV 4 AND ROKU. THESE PLAYERS ARE OFTEN USED BY CONSUMERS WHO HAVE "CUT THE CORD" AND DON'T SUBSCRIBE TO CABLE. THESE APPS ALLOW USERS YET ANOTHER PLATFORM TO ACCESS HFAM CONTENT, WHICH WILL BE AVAILABLE IN HIGH DEFINITION.

CLEAR-COM COMMUNICATIONS SYSTEM - \$6,000. THIS SYSTEM ALLOWS COMMUNICATION BETWEEN SCATTERED DIRECTORS, CAMERA OPERATORS AND TALENT. IT WILL BE USED BY BOTH HFAM STAFF AND COMMUNITY PRODUCERS TO

EFFECTIVELY COMMUNICATE ON MULTI-CAMERA PRODUCTIONS BOTH AT THE STUDIO AND IN THE FIELD.

QVIDIUM HD ENCODING LICENSE - \$2,500. THIS IS A SOFTWARE LICENSE TO ALLOW TRANSMISSION OF REMOTE PRODUCTIONS, INCLUDING AVON TOWN COUNCIL MEETINGS, IN HIGH DEFINITION. WHILE CHANNEL 5 IS NOT BROADCAST IN HD, IT WILL RESULT IN A SUPERIOR QUALITY IMAGE AND ALLOW REBROADCAST IN HD ON THE WEB AND OVER-THE-TOP (OTT) PLAYERS, SUCH AS ROKU AND APPLE TV.

2018 PURCHASES

COMMUNITY EDIT BAY ADDITION AND REPLACEMENT - \$6,000. THESE FUNDS WILL BE USED TO PURCHASE TWO COMPUTER EDITING BAYS AVAILABLE TO THE COMMUNITY FOR VIDEO AND MEDIA PRODUCTION. THE FIRST REPLACES AN AGING IMAC COMPUTER, AND THE SECOND IS AN ADDITION THAT WILL ALLOW MORE HANDS-ON TRAINING FOR MULTIPLE WORKSHOP PARTICIPANTS.

MAC PRO REPLACEMENT - \$4,500. A NEW MAC PRO IS NEEDED TO REPLACE A COMPUTER PURCHASE IN 2009. THIS COMPUTER IS USED TO EDIT COUNCIL MEETINGS AND OTHER PRODUCTIONS.

TOTAL \$21,950

THANK YOU,

J.K. PERRY
EXECUTIVE DIRECTOR
HIGH FIVE ACCESS MEDIA
JK@HIGHFIVEMEDIA.ORG



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Matt Pielsticker, AICP, Planning Director
Meeting Date: April 11, 2017 Meeting
Agenda Topic: **Public Hearing** and First Reading of Ordinance 17-06
Approving the Town of Avon Comprehensive Plan, dated April 2017

ACTION BEFORE COUNCIL

Vote on first reading of Ordinance 17-06 (Exhibit A), approving the *Town of Avon Comprehensive Plan*, dated April 2017, a Comprehensive Plan Amendment Application.

PROPOSED MOTION

"I move to approve first reading of Ordinance 17-06, thereby approving the *Town of Avon Comprehensive Plan*, dated April 2017, a Comprehensive Plan Amendment Application."

SUMMARY

The attached Ordinance would approve a Comprehensive Plan Amendment application and update to the 2006 Town of Avon Comprehensive Plan. This work was prioritized in the previous Strategic Plan and has been ongoing with the Planning and Zoning Commission for approximately 6 months. A summary of changes, as well as the mandatory review criteria to consider when evaluating the changes are included in the attached (Exhibit B) report to the Planning and Zoning Commission. Staff and member(s) of Planning and Zoning will be present at the April 11, 2017 meeting to present the changes, provide additional information, and answer questions.

UPDATED DEMOGRAPHICS

All of the appendices from the current Comprehensive Plan were removed as part of this update. The Planning and Zoning Commission determined that the fiscal analysis was no longer relevant, and that the Economic and Demographic Information (Exhibit C) worked better as a standalone dynamic document that can be updated more frequently without going through a Comprehensive Plan Amendment process.

OPTIONS

- Approve first reading of Ordinance 17-06, thereby approving the *Town of Avon Comprehensive Plan*, dated April 2017.
- Continue first reading of Ordinance 17-06 to a future meeting.

ATTACHMENTS

Exhibit A: Ordinance 17-06 & *Town of Avon Comprehensive Plan*, dated April 2017

Exhibit B: Planning and Zoning Commission Report & Resolution 17-01

Exhibit C: Economic and Demographic Information

**TOWN OF AVON, COLORADO
ORDINANCE 17-06
SERIES OF 2017**

**AN ORDINANCE APPROVING THE TOWN OF AVON
COMPREHENSIVE PLAN, DATED APRIL 2017, A COMPREHENSIVE
PLAN AMENDMENT APPLICATION**

RECITALS

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

WHEREAS, the Avon Town Council initiated an amendment to the *Town of Avon Comprehensive Plan*, dated February 2006, when approving the 2017-18 Strategic Plan; and

WHEREAS, the Town’s Planning & Zoning Commission (“PZC”), after publishing and posting notice as required by law, held a public hearing on April 4, 2017; and prior to formulating a recommendation to the Town Council considered all comments, testimony, evidence and Town Staff reports; and then took action through PZC Resolution 17-01 to make a recommendation to the Town Council to approve the Application; and

WHEREAS, in accordance with AMC §7.12.020, *Town Council*, and in addition to other authority granted by the Town Charter, its ordinances or State of Colorado law, the Town Council has application review and decision-making authority to approve, approve with conditions or deny the Application; and

WHEREAS, pursuant to AMC §7.16.030(c), *Review Criteria*, the Town Council has considered the applicable review criteria for a Comprehensive Plan Amendment; and

WHEREAS, The amendments are necessary in order to respond to changed conditions, including updated demographic information, construction of Riverfront Village and the Gondola connection to Beaver Creek Resort, construction of the Main Street Pedestrian Mall, and shifts in policy direction in relation to PUD zoning; and

WHEREAS, the Town Council of the Town of Avon, after publishing and posting notice in accordance with the requirements of AMC Section 7.16.020(d), *Step 4: Notice*, held public hearings on April 11, 2017, and April 25, 2017 and prior to taking final action considered all comments, testimony, evidence and Town Staff reports; and then took action by approving this Ordinance; and

WHEREAS, it is the Town Council’s opinion the health, safety and welfare of the citizens of the Town of Avon would be enhanced and promoted by the adoption of this Ordinance; and

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

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

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

Section 2. **Comprehensive Plan Amendment.** The Avon Comprehensive Plan, dated April 2017, attached hereto as **Exhibit A to Ordinance 17-06: Avon Comprehensive Plan** is hereby approved.

Section 3. **Severability.** If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Council hereby declares that it has passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term “provision” means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term “application” means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

Section 4. **Effective Date.** This Ordinance shall take effect upon satisfaction of the condition sets forth in Section 4, but in no event shall take effect sooner than thirty (30) days after final adoption in accordance with Section 6.4 of the Avon Home Rule Charter.

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

Section 6. **No Existing Violation Affected.** Nothing in this Ordinance shall be construed to release, extinguish, alter, modify, or change in whole or in part any penalty, liability or right or affect any audit, suit, or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing which may have been incurred or obtained under any ordinance or provision hereby repealed or amended by this Ordinance. Any such ordinance or provision thereof so amended, repealed, or superseded by this Ordinance shall

be treated and held as remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions, for the enforcement of such penalty, liability, or right, and for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered, or made in such actions, suits or proceedings, or prosecutions imposing, inflicting, or declaring such penalty or liability or enforcing such right, and shall be treated and held as remaining in force for the purpose of sustaining any and all proceedings, actions, hearings, and appeals pending before any court or administrative tribunal.

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

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

[EXECUTION PAGE FOLLOWS]

INTRODUCED AND ADOPTED ON FIRST READING AND REFERRED TO PUBLIC HEARING on April 11, 2017 and setting such public hearing for April 25, 2017 at the Council Chambers of the Avon Municipal Building, located at One Lake Street, Avon, Colorado.

BY:

ATTEST:

Jennie Fancher, Mayor

Debbie Hoppe, Town Clerk

ADOPTED ON SECOND AND FINAL READING on April 25, 2017.

BY:

ATTEST:

Jennie Fancher, Mayor

Debbie Hoppe, Town Clerk

APPROVED AS TO FORM:

Eric J. Heil, Town Attorney

Town of Avon Comprehensive Plan



April 2017

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Introduction

Purpose of the Plan

This Comprehensive Plan provides the foundation and framework for such policies and actions that grow the community vision by articulating the vision in words, maps, and diagrams.

The following principal project goals guided the development of this Comprehensive Plan:

- Conduct a planning process that generates stakeholder involvement and finds consensus.
- Create an Action Plan that articulates clear goals and policies that will direct and prioritize future Capital Improvement Programs and future development.
- Develop a Future Land Use Plan and Community Framework Plan based on Avon's existing conditions that identifies Avon's most desirable future land use mix and configuration.

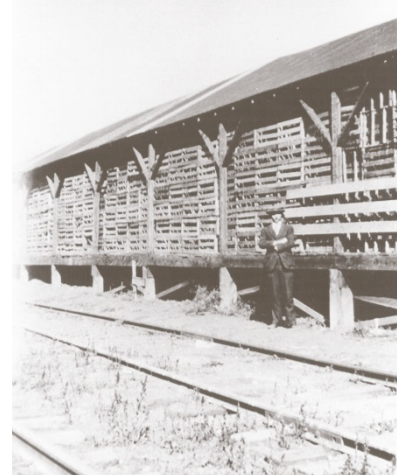
Avon's History and Current Context

The Town of Avon is located in the Colorado Rockies along the Eagle River. The town serves as a gateway to Beaver Creek Resort and is eight miles west of Vail. It is a home rule municipality in Eagle County, with the county seat located 20 miles to the west in the Town of Eagle.

The early Eagle River Valley, including the area that was to become Avon, was first inhabited by the Utes. These great Native American horsemen spent winters in the mild climate to the west and returned to "the shining mountains" each summer to hunt mule deer, elk and the great buffalo.

The earliest non-natives visiting the area were probably mountain men trapping beaver to supply fur for top hats. In 1845, John Charles Fremont led his California-bound expedition down the Eagle River through present day Avon and caught what they called a "buffalo fish," probably a mountain white fish or a cutthroat trout, at a riverside camp called William's Fishery. The famous Hayden Survey party came to the Eagle Valley in 1873 noting impressive geology near present day Minturn and Squaw Creek, near present day Cordillera.

Settlers arrived in the early 1880's, including George A. Townsend, who took up a homestead of 160 acres and built a house at the confluence of the Eagle River and Beaver Creek. Mr. Townsend is said to have fancied the name Avondale for the area. At some point, Avon became its official name. Early pioneers, including Townsend, grew hay and raised cattle to feed nearby miners.



Later, Metcalf and Oscar Traer rode together to Central City to witness each other's paperwork "proving up" their respective claims under the federal Homestead Act. Homesteaders also worked together to dig essential irrigation ditches, sometimes using dynamite and a horse-drawn scoop called a Fresno Scraper. As early as July 4, 1891, the Eagle County Times reported, "Eagle County is a good place to visit, a better place to settle in, and the best place in the state for capital-seeking investment."



In the 1920's head lettuce was the crop of choice in Avon and neighboring Beaver Creek and Bachelor Gulch. Box cars stood at the Avon Depot, loaded with ice from the Minturn ice house (the ice had been cut the preceding winter at Pando up near Tennessee Pass) and readied for freshly cut lettuce heads delivered in crates by farmers. These refrigerated railcars shipped Avon crops as far as the east coast providing fresh lettuce weeks after the nation's standard lettuce harvest was gone.

Through the years Avon land produced cattle, hay, potatoes, peas, oats, and, starting in the 1940's, sheep. By this time most of Avon's homesteading families were long gone but descendants of William Nottingham had stayed on and owned and operated nearly all of the land called Avon.



By 1972 Vail had become one of the top destination ski resorts in the country and pressure mounted "down valley" in Avon for ranch land to be developed. One branch of the Nottingham family sold its controlling interest in the land to Benchmark Companies and the Town of Avon was incorporated on February 24, 1978. The new town was comprised of the land in present day central and western Avon including the area that soon became Nottingham Park. In 1988, Avon had a permanent population of 1,500 people. Another branch of the

Nottinghams sold its land to companies owned by developer Traer Creek, the area encompassing present day eastern Avon and the northern hillside. Residents continued to move to Avon and, in 1998, Avon was home to over 3,000 residents. As of 2014, Avon's population had more than doubled to 6,342 people living in 2,321 households.

The Town now is a year-round community serving those that live and work here, and also a year-round resort community that hosts short and long-term visitors.

Bibliography

Simonton, June B., *Beaver Creek. The First One Hundred Years.* June B. Simonton, Vail, Colorado. Copyright 1984.

Simonton, Don and June. *Living on the Mountain. A History and Field Guide of Bachelor Gulch*. Vail Associates Real Estate Group, Inc., Avon, Colorado. Copyright 1996.

Avon's Vision

Avon's vision is to provide a high quality of life, today and in the future, for a diversity of people and interests; and to promote their ability to live, work, visit, and recreate in the community.

What Avon Values

A core set of values were identified to provide direction for the Comprehensive Plan.

Avon strives to:

Be reflective of the Natural Environment. Enhance Avon's strong connections to its spectacular scenery, magnificent natural surroundings, and ample outdoor recreational opportunities.

Have a Distinctive Built Form. Develop a hierarchy of built forms that reflects the importance of the Town Center in the community. High quality design and finishes will exist throughout the community.

Enhance the Sense of Place and Character. Create a developed community made up of smaller residential neighborhoods and a thriving Town Center that collectively provide a unique sense of place and charm enjoyed by year-round residents and by visitors.

Be a thriving Center of Activity and Entertainment. Provide the Eagle Valley with unique shopping, dining, entertainment, and recreational opportunities.

Support a Vibrant Economy. Maintain a strong and sustainable year-round economy through Town efforts and through private/ public partnerships.

Foster Attainable Housing. Adopt and implement housing policies that address housing gaps and support the creation of new housing opportunities. A diverse year-round community is fundamental to Town's character and economic viability.

Promote Diversity. Strengthen a total environment that is supportive of and attainable to a diverse community. The community is the sum of its parts and a healthy and vibrant community must welcome and encompass people with a wide range of backgrounds, interests, vocations, family status, and economic means.

Connect to Culture and Heritage. Provide exceptional art, architecture, cultural events, facilities, and promote the Town’s ranching, agricultural, and railroading heritage.

Provide an exceptional Transportation and Transit Network. Support a multi-modal transportation network that provides convenient, efficient, clean links throughout the Town, to Beaver Creek, and the entire region.

Foster cooperative Partnerships throughout the Eagle Valley. Be good neighbors to Beaver Creek, Eagle County, surrounding communities, and public lands to achieve mutual enhancements and the success of all.

Achieving the Vision

Many of the community’s values, beliefs, and desires for Avon’s future provide a synchronized direction for many of Avon’s unique issues and concerns. The Comprehensive Plan develops several tools to achieve the Vision:

- **Goals:** Statements of intent by the Town Government which will support the achievement of the Vision when implemented.
- **Policies:** Tactical actions necessary to implement and achieve the strategic objectives of the Goals.
- **Implementation Matrix:** The Matrix identifies priorities and “next steps” for projects that further the Plan.
- **District Planning Principles:** Subareas are defined by their strategic role, character, and identity so that the area may appropriately support the vision.

Land Use and Community Framework

Opportunities and Constraints

Avon’s Opportunities and Constraints, including physical and geographic elements, serve as a framework to focus time and effort, and as guidance for policies and goals.

Opportunities:

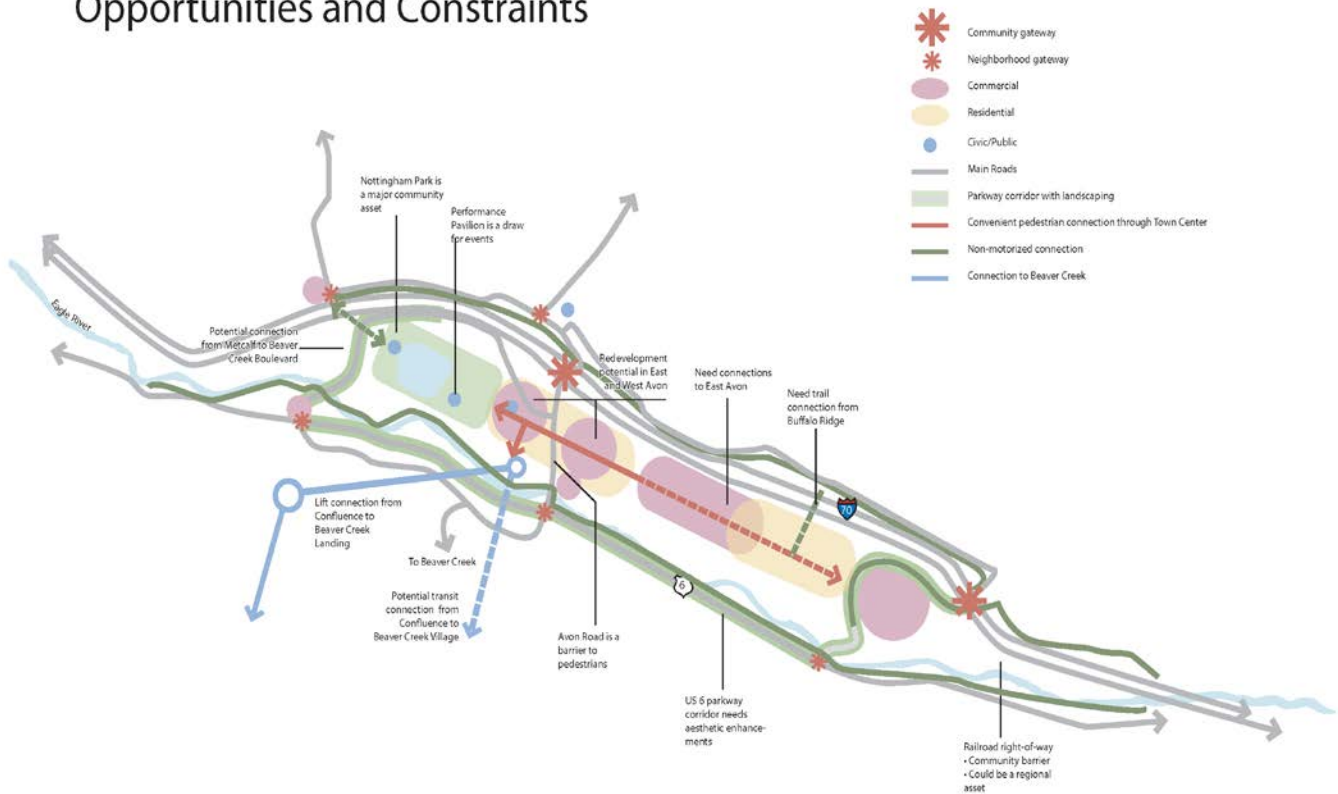
- Redevelopment of older buildings and the re-organization of parcel boundaries and the associated street pattern to create more organized and effective urban framework in the Town Center;

- Development of a transit connection directly connecting Town Center with Beaver Creek Village;
- Improvement of connections between Avon’s Town Center District and the Eagle River;
- Promotion of recreational and mobility options to and from Avon with the regional trail through Avon along the Eagle River;
- Utilization of Nottingham Park as a strong anchor/ destination to the Main Street Pedestrian Mall;
- Enhancement of existing amenities near Nottingham Park to strengthen this area as Avon’s civic and cultural center;
- Improvement of various trail connections to the Town Center; and
- Study of the railroad right-of-way for potential transit service or trails.

Constraints:

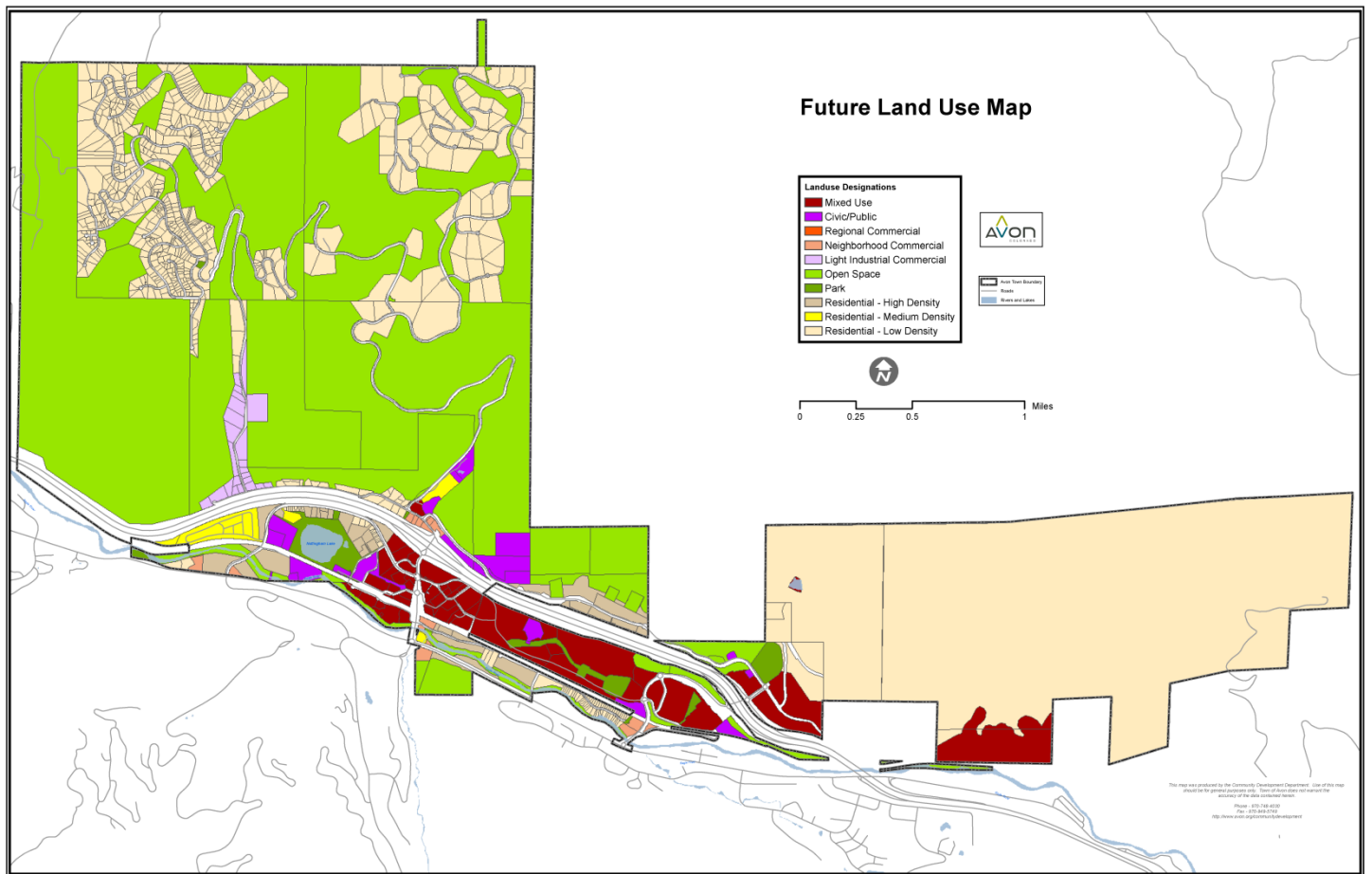
- Avon Road is perceived as a barrier for pedestrians walking between the East and West Town Center;
- The East Town Center District is fragmented and lacks strong auto and pedestrian connections; and
- The railroad right-of-way creates a linear barrier separating Town Center from other residential and commercial areas and the Eagle River.

Opportunities and Constraints



Future Land Use Plan

The Future Land Use Plan establishes preferred development patterns by designating land use categories for specific geographical locations. Land use designations depicted on the land use map do not supersede the Town's zoning districts and regulations, and display general land use categories as a visual guide for the community based on the goals, objectives, and policies presented within this document. The Future Land Use Plan and its land use designations are illustrative only and does not represent a zoning designation.



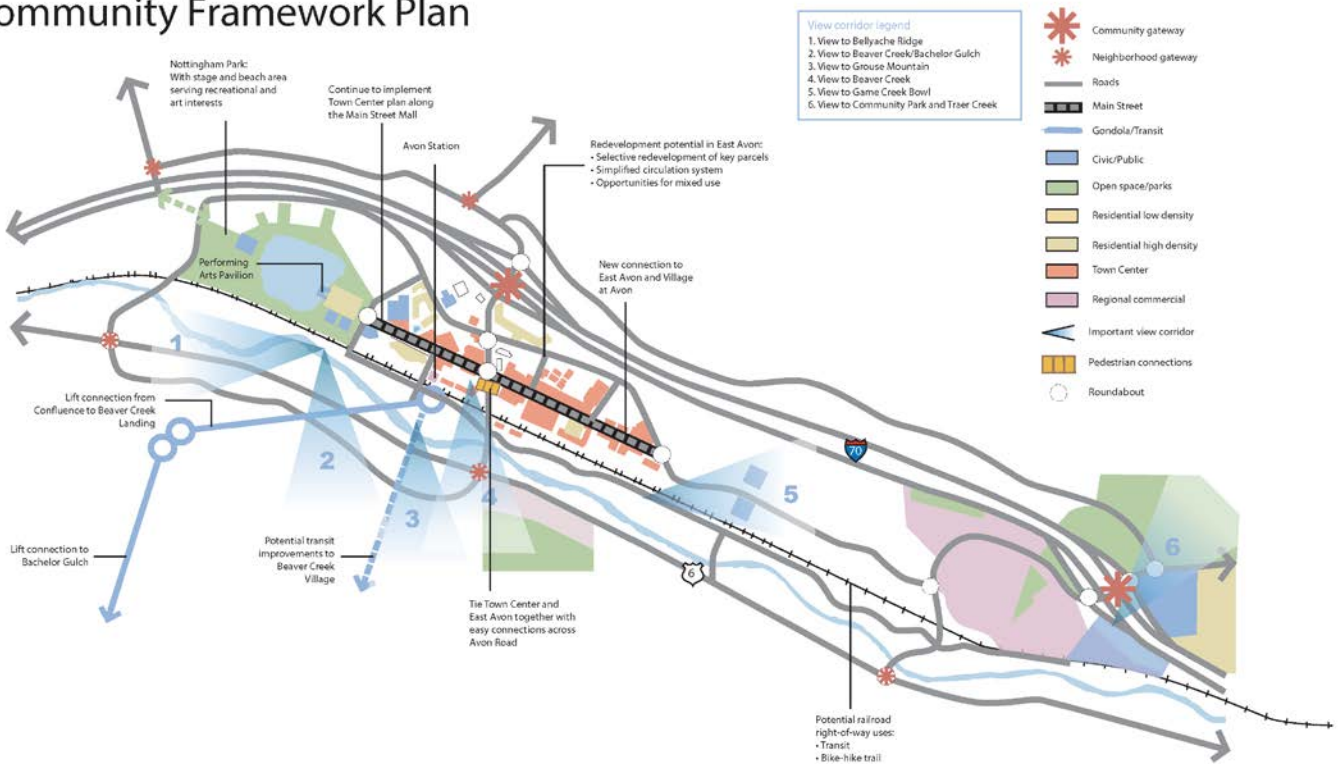
Community Framework Plan

The Community Framework Plan is used to illustrate key community policies that will help achieve the desired community character.

The application of the Community Framework Plan is fourfold:

- Illustrate the larger-scale relationships between the Town Center Districts and other key areas within Avon;
- Provide illustration of the land use goals and policies;
- Establish a starting point for development submittals by illustrating how specific land use designations coordinate with the Comprehensive Plan's goals and policies; and
- Create a vision for Avon's community design structure. The plan serves as a guide and checkpoint to ensure that individual development plans are coordinated to create a functional and desirable overall land use pattern.

Community Framework Plan



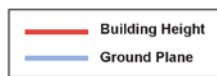
Built Form Diagram

The Built Form Diagram is provided to illustrate the desired form of the community in a three dimensional manner. As development is reviewed, the diagram should guide and support the land use regulations and design guidelines and provide clear expectations regarding the Town’s vision for future development.

The Diagram will serve to identify:

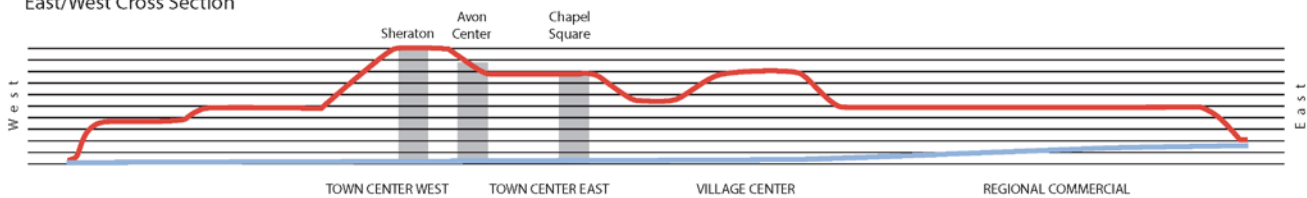
- Needed connections to link all parts of the community and to develop a more functional and walkable community.
- A general re-orientation for selective redevelopment of key parcels within the Town Center District to simplify its circulation system and increase opportunities for viable mixed-use development.
- Heritage and cultural resources worthy of preservation and/or enhancements.
- Important community gateways and corridors.
- A basic framework that works in conjunction with specific district planning principles identified in the plan.

BUILT FORM DIAGRAM

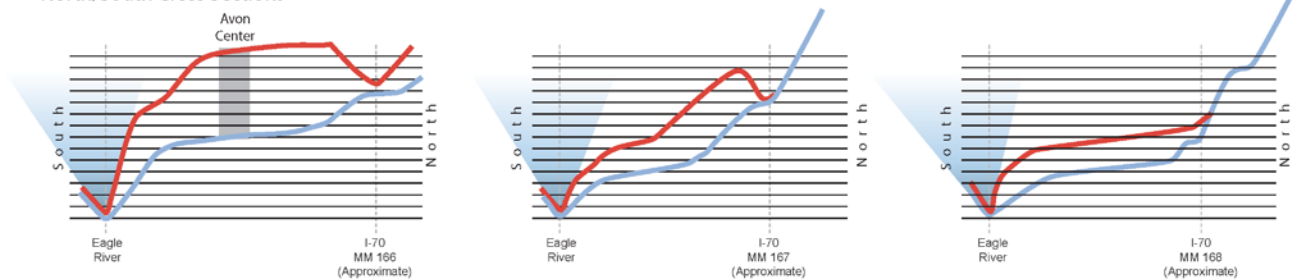


Note: Not to scale.

East/West Cross Section



North/South Cross Sections



Goals and Policies

A number of overarching goals and policies provide direction in the following community-wide topic areas:

- A. Built Form
- B. Land Uses
- C. Community Character
- D. Economic Development
- E. Housing
- F. Multi-modal Transportation & Parking
- G. Environment
- H. Parks, Recreation, Trails, and Open Space
- I. Public Services, Facilities, Utilities, and Government
- J. Regional Coordination

Each topic area contains one or more goals and several specific policy objectives. Certain goals and policies are more specific and timely than others; however, all goals and policies contribute to the vision of the plan and its implementation. Finally, certain policies interrelate to several topic areas (such as policies that are relevant to both *Land Use* and *Economic Development*).

A. Built Form

Goal A.1: Promote a compact community form.

Policy A.1.1: Encourage redevelopment and revitalization of outdated, rundown, or otherwise neglected areas.

Policy A.1.2: Locate uses that generate significant traffic near transit facilities or shared parking facilities.

Policy A.1.3: Investigate including Floor Area Ratio limitations in the Municipal Code.

Policy A.1.4: Encourage development that is consistent with the overall Built Form according to the Built Form Diagram (page 9 of the Comprehensive Plan).

Policy A.1.5: Promote development that maximizes sun exposure and protects views.

Policy A.1.6: Require minimum densities in the Town Center Districts.

Policy A.1.7: Promote development that is accessible and integrated with existing retail and transit within the Town Center District.

Policy A.1.8: Encourage vertically mixed uses within Town Center.

Policy A.1.9: Maintain strong street edges within Town Center; with setbacks and articulated upper floors.

Goal A.2: Maintain 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 A.2.1: Continue to inventory, analyze, and prioritize lands adjacent to the developed portions of Town for acquisition and/or preservation as open space or other public purposes.

Policy A.2.2: Encourage cluster style development in areas of less density to promote environmentally and aesthetically sensitive site design.

Policy A.2.3: Participate in planning efforts related to lands outside the Town's corporate limits that may affect the community to make development more consistent across political boundaries.

Goal A.3: Ensure that annexations provide an overall benefit to the community and are in conformance with this plan's goals and policies.

Policy A.3.1: Zone annexed lands in conformance with the Future Land Use Plan and existing development standards.

Policy A.3.2: Ensure that the Town's goals and policies are identified and met in all annexation agreements, subdivision improvement agreements, and other commitments.

B. Land Use

Goal B.1: Provide a balance of land uses that offers a range of housing options, diverse commercial and employment opportunities, inviting guest accommodations, and high quality civic and recreational facilities that work in concert to strengthen Avon's identity as both a year-round residential community and as a commercial, tourism and economic center.

Policy B.1.1: Include sufficient land for public uses such as schools, recreation, community facilities, and government services.

Policy B.1.2: Focus lodging and guest accommodation in the Town Center.

Policy B.1.3: Encourage development applicants to meet with adjacent residents, businesses, and property owners during all application phases to identify concerns and strategies to address them.

Policy B.1.4: Encourage developers to rezone properties from PUD to zone districts, especially in the Town Center.

Goal B.2: Ensure that Avon continues to develop as a community of safe, interactive, and cohesive neighborhoods that contribute to the Town’s overall character and image.

Policy B.2.1: Attempt to meet the use and density guidelines on the Future Land Use Map.

Policy B.2.2: Promote a wide range of residential uses throughout the town.

Goal B.3: Use mixed-use development to create a more balanced, sustainable system of land uses.

Policy B.3.1: Encourage mixed-use development in appropriate areas identified in the Future Land Use Plan

Policy B.3.2: Allow for temporary uses on ground floor retail space which are able to respond to market demand.

Goal B.4: Encourage commercial development that enhances Avon’s overall economic health, contributes to the community’s image and character, and provides residents and visitors with increased choices and services.

Policy B.4.1: Promote clustered commercial development to provide publicly accessible amenities.

Policy B.4.2: Foster commercial developments to use LEED or similar standards in planning and construction.

Policy B.4.3: Encourage residential neighborhoods that have pedestrian connections and convenient retail and services.

Goal B.5: Encourage revitalization of existing light industrial and manufacturing uses.

Policy B.5.1: Ensure infrastructure improvements include sidewalks, utilities, and controlled access from collector roads, like Nottingham Road.

Policy B.5.2: Encourage effective screening of industrial uses from adjacent uses and vehicular access and circulation separate from public roads.

Policy B.5.3: Review accessory residential uses in association with light industrial commercial development when compatible.

C. Community Character

Goal C.1: Ensure that development is compatible with existing and planned adjacent development and contributes to Avon’s community image and character.

Policy C.1.1: Regularly update and enhance the Avon land use regulations and District Master Plans for innovative design approaches and positive development outcomes.

Policy C.1.2: Ensure compatible architectural features between adjacent buildings.

Policy C.1.3: Design architecture to be significant from all sides (no front or back), maximize solar exposure, protect views, and break up building bulk.

Policy C.1.4: Extend Town Center urban design principles to appropriate adjacent Districts.

Goal C.2: Create community gateways and streetscapes that reflect and strengthen Avon’s unique community character and image.

Policy C.2.1: Beautify the Town with landscaping and public art.

Policy C.2.2: Design and maintain streets and walkways as safe, inviting, and pedestrian/bicycle friendly public spaces.

Policy C.2.3: Reinforce community gateways along major roadway corridors that strengthen Avon’s community identity.

Policy C.2.4: Encourage landscaping and building locations that enhance neighborhood views and view corridors.

Policy C.2.5: Work with other entities to improve the streetscape along U.S. Highway 6 and lessen visual and noise impacts from I-70 and Highway 6 while preserving important views of Avon.

Goal C.3: Enhance existing cultural and heritage facilities, events, and programs that strengthen Avon’s community character and image.

Policy C.3.1: Create appropriate community-wide art installations.

Policy C.3.2: Support and promote cultural activities such as theater, concerts in the park, school activities, festivals and special events.

Policy C.3.3: Maintain the existing heritage of the community and reflect that heritage in new development.

Policy C.3.4: Encourage development of civic and recreational amenities that benefit all neighborhoods.

D. Economic Development

Goal D.1: Ensure that there is a positive environment for small businesses.

Policy D.1.1: Enhance retail opportunities and diversify the year-round retail mix.

Policy D.1.2: Authorize home occupations and live/work opportunities where there is minimal negative impact to the neighborhood.

Policy D.1.3: Encourage small business incubators to support local entrepreneurs.

Goal D.2: Promote high quality Town investments.

Policy D.2.1: Prioritize the Capital Improvement Plan to support key public facilities and catalyze private sector projects.

Policy D.2.2: Pursue beneficial economic development through available grants.

Policy D.2.3: Encourage private investment in Avon through innovative investment tools and partnerships.

Policy D.2.4: Support relocation for businesses that offer quality jobs for local residents.

Goal D.3: Increase the number of visitors to Avon by enhancing the year-round mountain resort community.

Policy D.3.1: Provide effective transit access with regional destinations.

Policy D.3.2: Capitalize on recreational and cultural assets and heritage. Facilitate the creation of new cultural and recreational attractions.

Policy D.3.3: Encourage collaborative approaches between community stakeholders to enhance Avon's overall guest experience.

Policy D.3.4: Support marketing that promotes Avon's community image and tourist amenities.

Policy D.3.5: Seek marketing opportunities that capitalize on the overall community image rather than a single venue or event.

Policy D.3.6: Ensure that attractions are identified in a wayfinding program.

Policy D.3.7: Enhance access to and areas of visitor information.

Policy D.3.8: Encourage increased use of the Town's website to promote local tourist attractions.

Policy D.3.9: Expand the schedule and variety of events throughout the year.

E. Housing

Goal E.1: Achieve a diverse range of housing densities, styles, and types, including rental and for sale, to serve all segments of the population.

Policy E.1.1: Establish policies and programs, which address housing needs that are attainable to different Area Median Income (AMI) ranges. Evaluate the mitigation rate required of development.

Policy E.1.2: Encourage private development and partnerships that provide a diversity of housing for local working families.

Policy E.1.3: Provide attainable housing through alternative means, including but not limited to: payment-in-lieu, land dedication, regulatory requirements, deed restrictions, waiver of development and building fees, and public-private partnerships that reduce the price of units.

Policy E.1.4: Integrate attainable housing within large developments and throughout Town.

Policy E.1.5: Encourage “no net loss” of attainable housing in redevelopment.

Goal E.2: Coordinate with neighboring communities to provide an attainable housing program that incorporates both rental and ownership opportunities, affordable for local working families.

Policy E.2.1: Place perpetual deed restrictions on all Town supported housing projects and enforce compliance.

Policy E.2.2: Participate in a countywide down-payment assistance program.

Policy E.2.3: Collaborate on joint housing studies and strategies.

Policy E.2.4: Site attainable housing with multi-modal transportation options and facilities, including bike and pedestrian paths.

Policy E.2.5: Consider providing Town revenues in desirable housing projects.

Policy E.2.6: Explore opportunities for conversion of free market housing to increase stock of attainable units.

Policy E.2.7: Work with owners and associations of deed restricted properties to encourage maintenance and capital improvements of units and properties, including but not limited to evaluating deed restriction modifications, special improvement districts, and capital reserve studies.

Policy E.2.8: Ensure that new deed restricted projects require capital improvement and ongoing maintenance reserves.

F. Multi-modal Transportation & Parking

Goal F.1: Create an integrated multi-modal transportation system that minimizes dependence on automobile travel within the Town by making it easier and more inviting to use transit, walk, ride bicycles, and utilize other non-motorized vehicles.

Policy F.1.1: Develop a multi-modal transportation plan and encourage development proposals to use it in their plans.

Policy F.1.2: Prioritize pedestrians, bicycles, and transit when designing or redesigning streets.

Policy F.1.3: Connect pedestrian, bicycle, and vehicular circulation systems with transit.

Policy F.1.4: Devise public transit service that maximizes efficiency and increases ridership.

Policy F.1.5: Implement traffic calming measures.

Policy F.1.6: Connect transit to pedestrian and bicycle paths.

Policy F.1.7: Encourage development that provides appropriate modal facilities.

Policy F.1.8: Promote Town Center development that minimize automobile travel.

Policy F.1.9: Locate schools, parks, and other civic facilities near trails, sidewalks, and transit facilities.

Policy F.1.10: Provide bicycle and pedestrian connections across I-70.

Policy F.1.11: Recognize the railroad right of way corridor as an integral part to the Town's mobility system through integration of right of way, at-grade crossings, and regional coordination.

Goal F.2: Maintain and improve transit connections between Avon and Beaver Creek Village.

Policy F.2.1: Investigate transportation options to directly link the Town Center with Beaver Creek Village.

Policy F.2.2: Work with Beaver Creek and other entities for funding and operating transit connections.

Policy F.2.3: Develop pedestrian connections between transit, parking, and Avon Station.

Goal F.3: Encourage a “park once/shop many” environment.

Policy F.3.1: Implement a parking management plan. Consider eliminating minimum parking standards in strategic areas as a way to create and incentivize redevelopment.

Policy F.3.2: Design roads to disperse traffic in community centers.

- Policy F.3.3:** Develop an unbundled pay-in lieu program for joint parking structures within parking districts.
- Policy F.3.4:** Investigate the feasibility of joint development of structured parking facilities in the Town Center.
- Policy F.3.5:** Encourage underground parking structures share access and connect to adjacent underground parking structures.
- Policy F.3.6:** Restrict large surface parking areas that directly abut streets.
- Policy F.3.7:** Ensure parking facilities are easily accessible by pedestrian connections and have minimal visual impacts.

G. Environment

Goal G.1: Protect Avon’s unique natural setting and its open spaces.

- Policy G.1.1:** Acquire and protect open space that preserves wildlife and the natural environment.
- Policy G.1.2:** Maintain the Eagle River as a valued resource in accordance with the most recent Eagle River Watershed Plan.
- Policy G.1.3:** Work with public and private landowners to identify opportunities for conservation easements, permanent open space protection tools, and access to open space.
- Policy G.1.4:** Minimize and mitigate potential development impacts to wildlife and watersheds.
- Policy G.1.5:** Locate parking areas, trash containers, loading, and service areas so they are screened or buffered to minimize impacts on the Eagle River or surrounding uses.

Goal G.2: Identify and mitigate potential environmental hazards to promote public health, safety, and welfare.

- Policy G.2.1:** Identify and avoid development in environmentally sensitive areas or steep hillsides.

Goal G.3: Discourage air, water, light, and noise pollution.

- Policy G.3.1:** Investigate an alternative fuel program for the Town’s transit and fleet vehicles.
- Policy G.3.2:** Enforce the use of “Dark Sky” compliant fixtures.
- Policy G.3.3:** Limit the number and location of wood burning fireplaces, reduce demand for automobile trips, and reduce pollution from existing sources.
- Policy G.3.4:** Explore the feasibility and necessity of a noise ordinance and educational program.

Goal G.4: Conserve environmental resources.

Policy G.4.1: Incentivize renewable energy and building techniques which support the goals of the Eagle County Climate Action Plan.

Policy G.4.2: Support regional and local recycling and compost facilities and programs.

Policy G.4.3: Promote water conservation through public education, supply management, and demand management techniques.

H. Parks, Recreation, Trails, & Open Space

Goal H.1: Provide an exceptional system of parks, trails, and recreational programs to serve the year-round needs of area residents and visitors.

Policy H.1.1: Evaluate and acquire parcels or easements for open space, trails, and recreation.

Policy H.1.2: Manage, protect, and plan for public open space. Analyze trail maintenance and rule enforcement in open space.

Policy H.1.3: Support development and annexation to incorporate recreational amenities, land for trails, and open space accessible to the public.

Policy H.1.4: Integrate the Town's trail system with regional trail systems.

Policy H.1.5: Link open space through coordination with other governments and non-profits.

Policy H.1.6: Develop and enhance non-vehicular connections between the Eagle River and Town Center.

Goal H.2: Coordinate and collaborate with surrounding jurisdictions and agencies to develop recreational opportunities.

Policy H.2.1: Collaborate with other recreation providers for joint use of facilities and coordinated event planning.

Policy H.2.2: Review and provide input on U.S. Forest Service and BLM land swaps within the 3-mile planning area.

I. Public Services, Facilities, Utilities, & Government

Goal I.1: Ensure cost effective provision and development of public facilities and services.

Policy I.1.1: Analyze the impact of various types of growth and development on services.

Policy I.1.2: Develop community services and facilities based on demand.

Policy I.1.3: Encourage neighborhood and community-based childcare and healthcare facilities.

Goal I.2: Encourage the broad participation of citizens in planning efforts and decision-making.

Policy I.2.1: Strive for increased transparency in government.

Policy I.2.2: Build awareness of upcoming events, planning processes, and decisions.

Policy I.2.3: Use multiple methods of communication with the public.

Policy I.2.4: Encourage HOAs in all parts of Avon. Keep an active database of HOA contacts, and provide training to interested HOAs.

J. Regional Coordination

Goal J.1: Collaborate with other agencies to implement this plan and to ensure Avon's needs and goals are being met.

Policy J.1.1: Collaborate with regional, state, and federal agencies and adjacent municipalities on cooperative planning efforts and regional issues.

Policy J.1.2: Participate in agreements with regional agencies and adjacent municipalities to share facility costs and revenue.

Policy J.1.3: Refer applicable development submittals to regional agencies and adjacent municipalities to coordinate on regional issues.

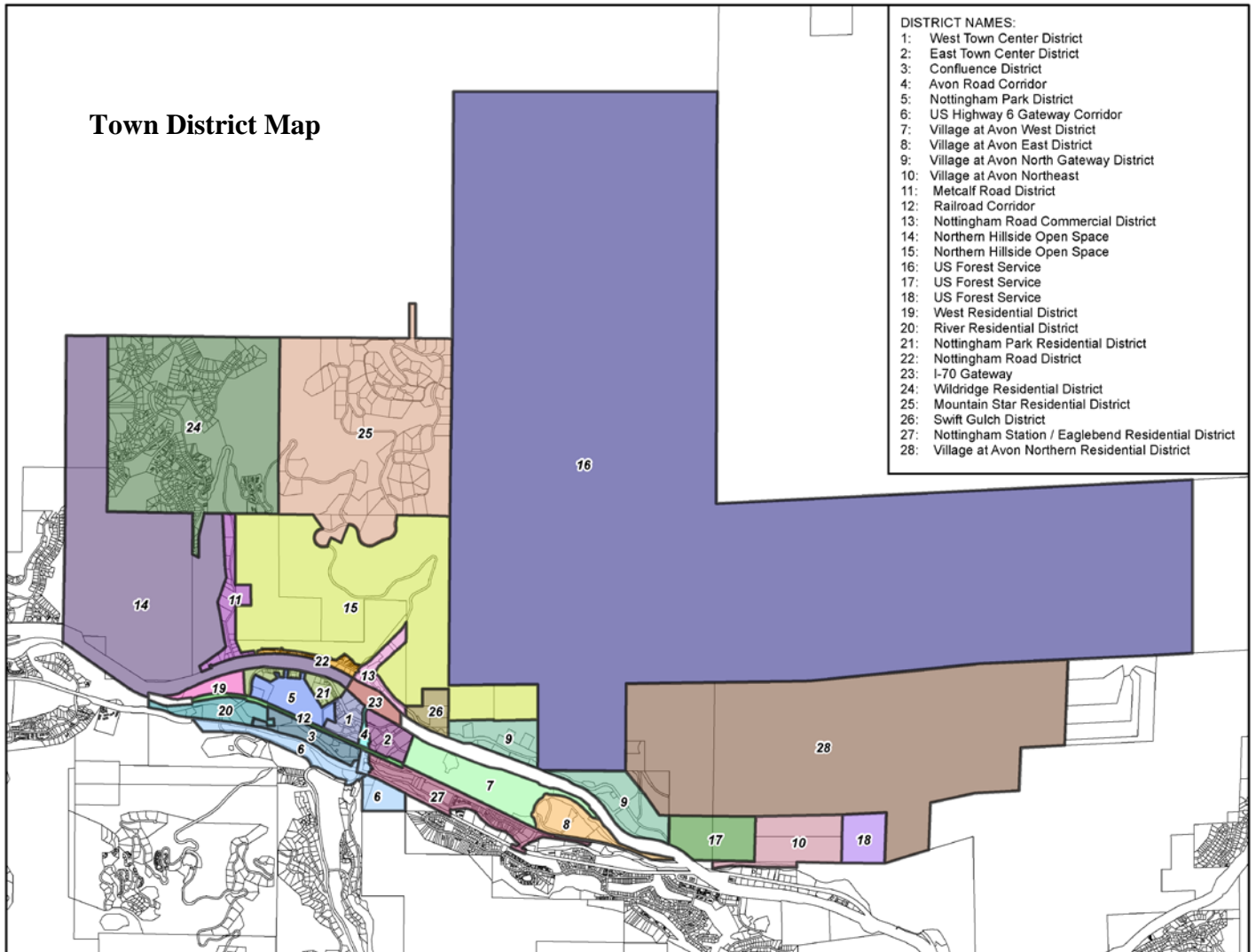
Implementation Matrix

The following list includes tangible “next steps” for implementing the above Goals and Policies. All other policies not listed within the Implementation Matrix are viewed as having ongoing characteristics that are applicable on a sustained or continual basis.

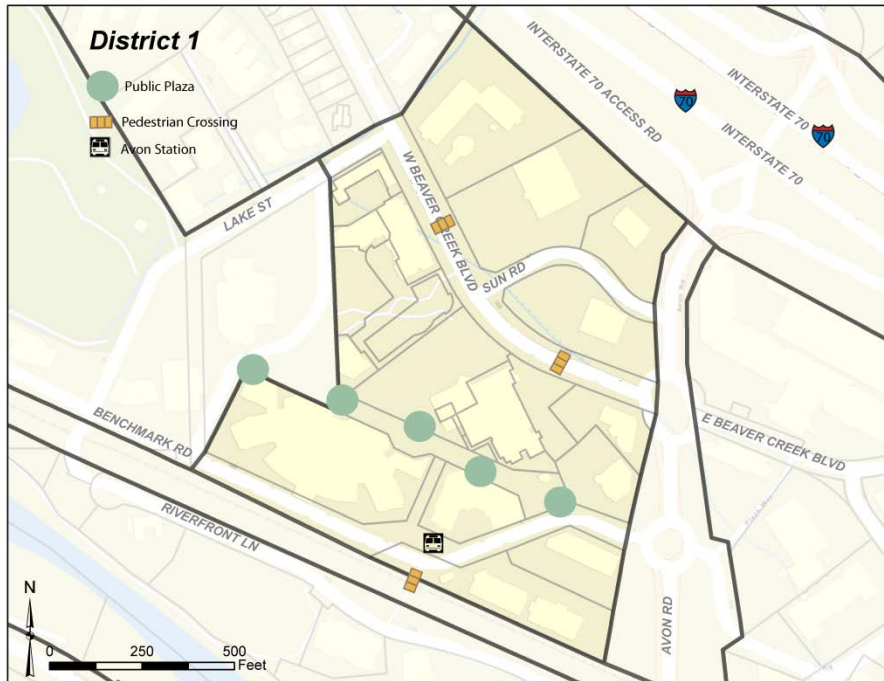
PROJECT	ASSOCIATED POLICIES
West Town Center Update	West Town Center District
Update Land Use Regulations	C.1.1, A.1.3
Multi-modal Parking and Transportation Plan	F.1.1
East Town Center Plan Update	East Town Center District
Signage, Wayfinding, and Streetscapes	A.1.9, C.2.2, C.2.5, D.3.6, F.1.2
Community Gateways	C.2.3
Parking, Vehicular Connections, and Circulation	F.1.8, F.3.1, F.3.2
Park/Open Space Plan and Nottingham Park District Plan	Nottingham Park District A.2.1, G.1.3, G.1.4
Three-Mile Plan	J.1.1
Energy and Environmental Resources Plan	G.3.1, G.4.1, G.4.2, G.4.3
Railroad Right of Way Preservation	F.1.11
Riverfront Park	Riverfront Districts H.1.6
Venue for Cultural Events	Nottingham Park District
Cost of Growth Analysis	I.2.1
Public Art Plan	C.3.1
U.S Highway 6 Streetscape	C.2.5, U.S. Highway 6 Gateway Corridor
Buffers from I-70	C.2.5
Visitor Information	D.3.5, D.3.7, D.3.8
Transit from Village at Avon to Town Center	C.1.4, F.1.8, Village at Avon Districts
Alternative Road Development	Wildridge District F.3.2
Educational Campaign Regarding Noise	G.3.4

District Planning Principles

While the Goals and Policies of this plan generally apply to all areas of the Town, the District Planning Principles applies specific planning and urban design recommendations to areas within the Town, stemming from community and landowners input, and existing development rights. Below is a map identifying the Districts.



District 1: West Town Center District



The West Town Center District serves as the heart of the community. Social, cultural, political, and recreational gatherings occur in this district. In addition, the district acts as the common ground between full-time residents, part-time residents, and destination guests through diverse retail, entertainment, and civic uses.

The West Town Center District will continue as a mixed use, pedestrian-oriented area that serves as the primary focus for residential and lodging development within the Town.

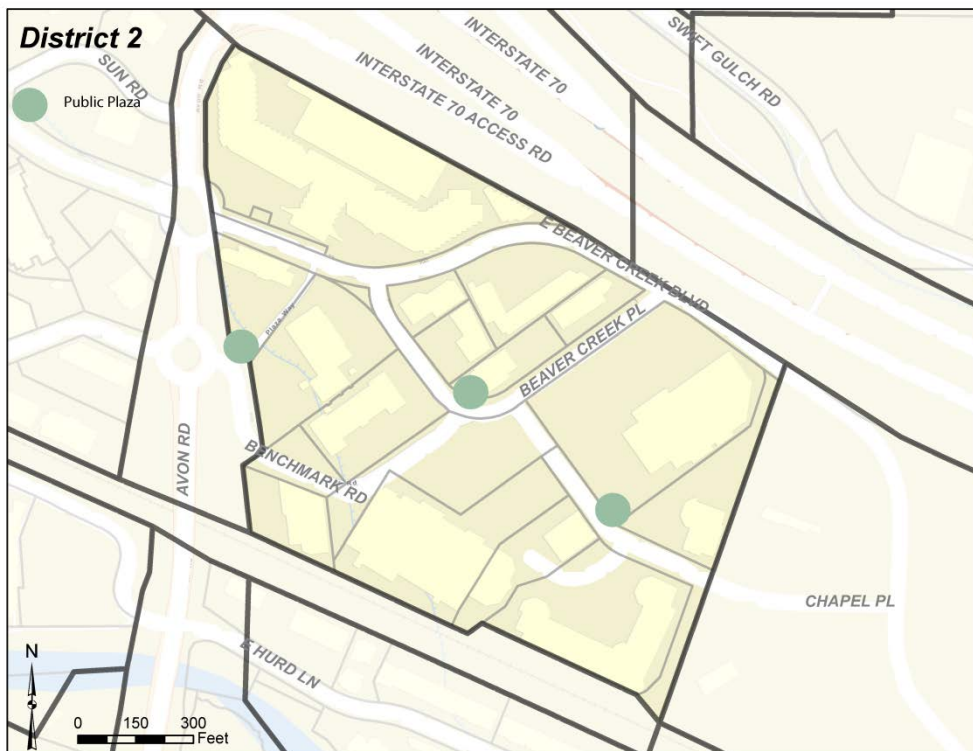
Currently, this district provides a diversity of land uses in vertically mixed-use buildings. Uses include retail, office, residential, government services, civic facilities, and pocket parks loosely grouped around the Main Street Pedestrian Mall.

Planning Principles:

- Adhere to the planning principles outlined in related master plans when planning new development and area improvements.
- Study road design and usage to improve circulation, enhance the development feasibility, and provide a better pedestrian experience.
- Link pedestrian, bicycle, and automobile circulation to and through Town Center, Nottingham Park, the Riverfront, and the Eagle Valley Trail.
- Enhance the use of Avon Station.
- Establish public plazas and other gathering spaces for community interaction and social events.
- Use signage, streetscape design, landscaping, points of interest, and other wayfinding elements to help orient visitors.

- Develop a mix of uses that provides a strong residential and lodging bed base supported by community and guest commercial uses.
- Create inviting retail, restaurant, and entertainment uses on the ground floor through architectural detailing that includes a human scale, display windows, appropriate lighting, and other pedestrian amenities. Site offices, lodging, and residential uses on upper floors.
- Enhance private/public parking facilities to provide easy access to and through the district.
- Provide entertainment opportunities for residents and guests to enliven the area and promote and extend retail hours.

District 2: East Town Center District



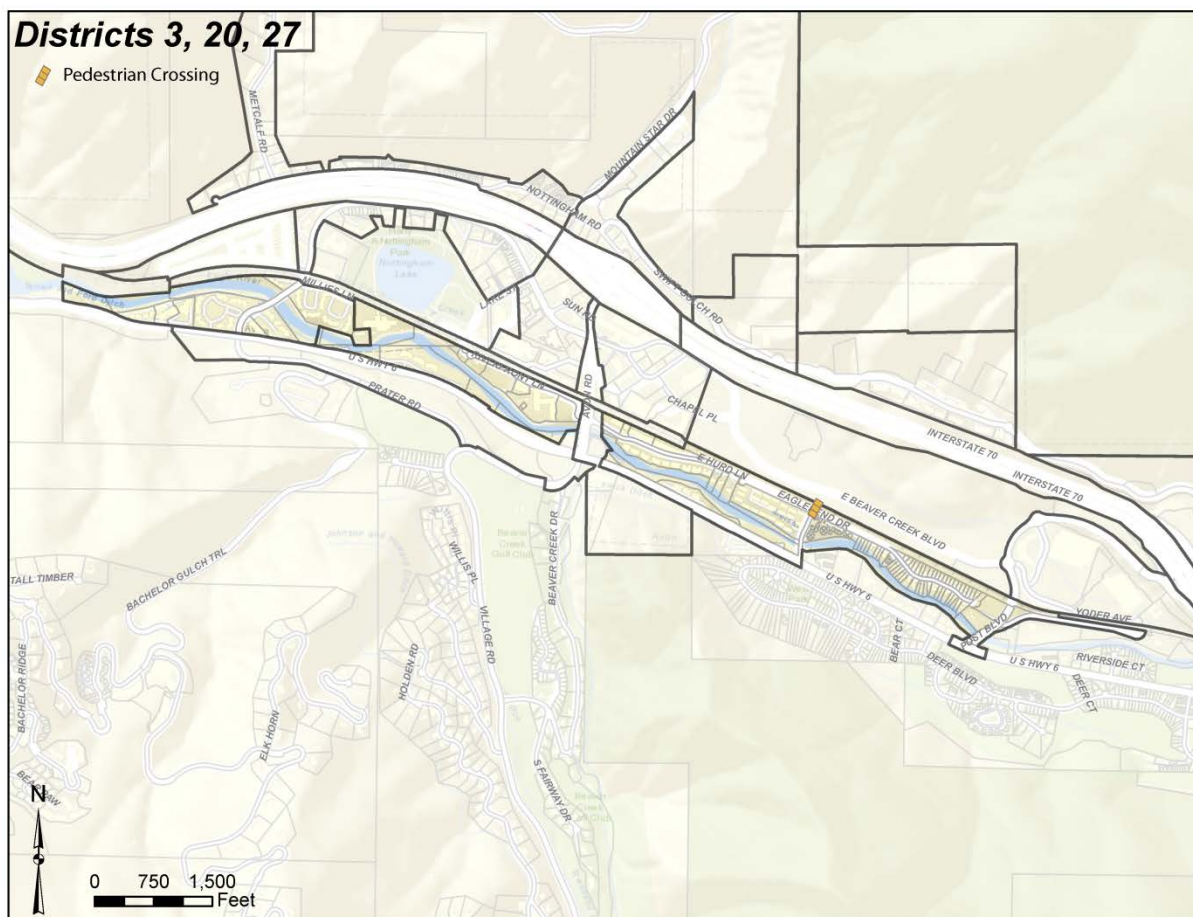
The East Town Center is a mix of lodging, residential, and commercial uses. The district also abuts the Village at Avon and its associated future development. Town should encourage redevelopment opportunities when they provide community benefit and serve to improve street patterns and create more direct pedestrian walkways and bike paths.

Strong pedestrian and street connections should be established to create a consistent and cohesive community core. A mix of uses, including major retail establishments, smaller retail shops, personal services, offices, and supporting residential/lodging uses is essential for the district. The size of the parcels provides an opportunity for a variety of redevelopment opportunities.

Planning Principles:

- Adhere to the planning principles outlined in related master plans when planning new development and area improvements.
- Improve pedestrian connections between East and West Town Center Districts.
- Plan for public plazas and other community gathering places.
- Use a cohesive and quality set of design principles between the Town Center and the Village at Avon.
- Encourage shared parking structures and parking districts to accommodate retail without large expanses of ground level of parking.
- Create inviting retail, restaurant, and entertainment uses on the ground floor through architectural detailing that includes a human scale, display windows, appropriate lighting, and other pedestrian amenities. Site offices, lodging, and residential uses on upper floors.

Districts 3, 20, & 27: The Riverfront Districts



The Riverfront Districts have significant residential, lodging, commercial, and service uses. Outside of District 3, the area is mostly developed. The Districts provide access to Beaver Creek Village, U.S. Highway 6, the Eagle River, and the Eagle Valley Trail. Planning and development of this district must incorporate these key assets. Visibility from U.S. Highway 6, protection and enhancement of the

riparian environment along the Eagle River, and appropriate public access along the river should be taken into consideration with all development.

Planning Principles:

- Improve and enhance connections to the linear park along the river, the Eagle Valley Trail, Town Center, Beaver Creek, and Nottingham Park. Promote easements where necessary.
- Provide transit connections between the Town Center and Riverfront Districts.
- Add sidewalks and landscaping along roads.
- Orient buildings to capitalize upon the Eagle River as an amenity. Use sensitive site planning, architectural detailing, articulation, and appropriate setbacks, color, screening, and scale of structure to preserve the character of the river and its associated natural habitat.
- Limit building height to a scale that is subordinate to the Town Center and compatible with the river environment. Buildings should be designed to step down in height as they near the river and in response to the natural topography.
- Adhere to the Eagle River Watershed Management Plan for river setbacks and best practices for development in proximity to the river.
- Locate parking areas and building services away from the river and reduce their impact on the river corridor.
- Plant indigenous trees and shrubs to screen existing large residential buildings along U.S. Highway 6 and provide landforms and landscaping between residences and U.S. Highway 6.
- Minimize the loss of trees and impact to the riparian area while achieving urban design goals.
- In District 3, develop a vibrant mix of uses consisting of bed-base development, commercial development, recreation, and open space along the river.
- Examine the potential to develop pedestrian and bicycle connections between Stonebridge Drive and the Village at Avon.

District 4: Avon Road Corridor

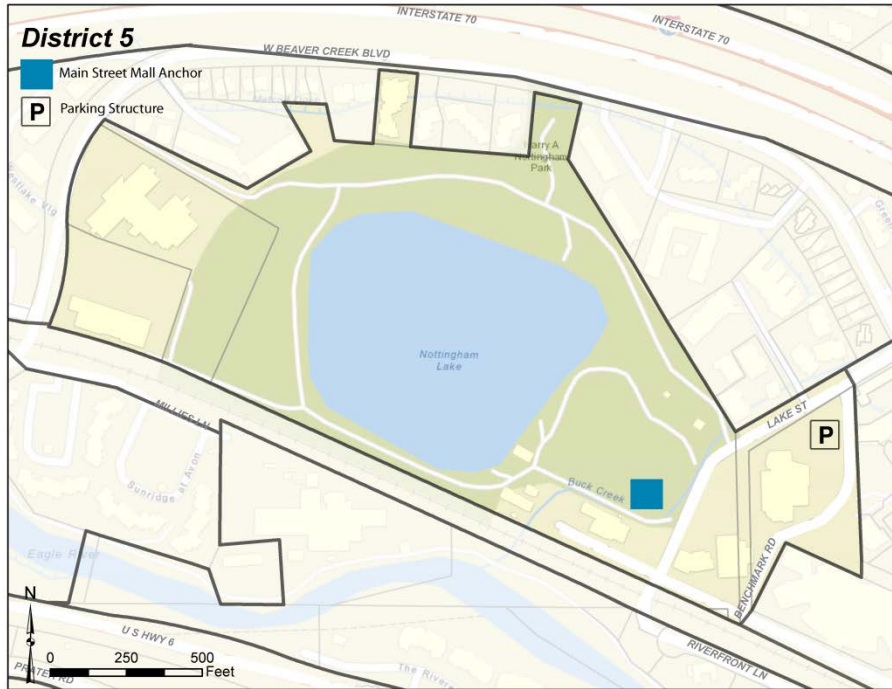


The Avon Road District is the major auto connection between I-70 and Beaver Creek Resort and has no developable parcels. Avon Road is the first and occasionally only area of the community many people see. It needs to entice drivers to visit Town, and be less of a barrier to pedestrians.

Planning Principles:

- Create stronger non-vehicular connections across Avon Road to fully integrate the Town Center and link the East and West Town Center Districts.
- Study appropriate road design options.
- Orient adjacent buildings to face Avon Road for compatibility with Town's redevelopment ambitions.

District 5: Nottingham Park District

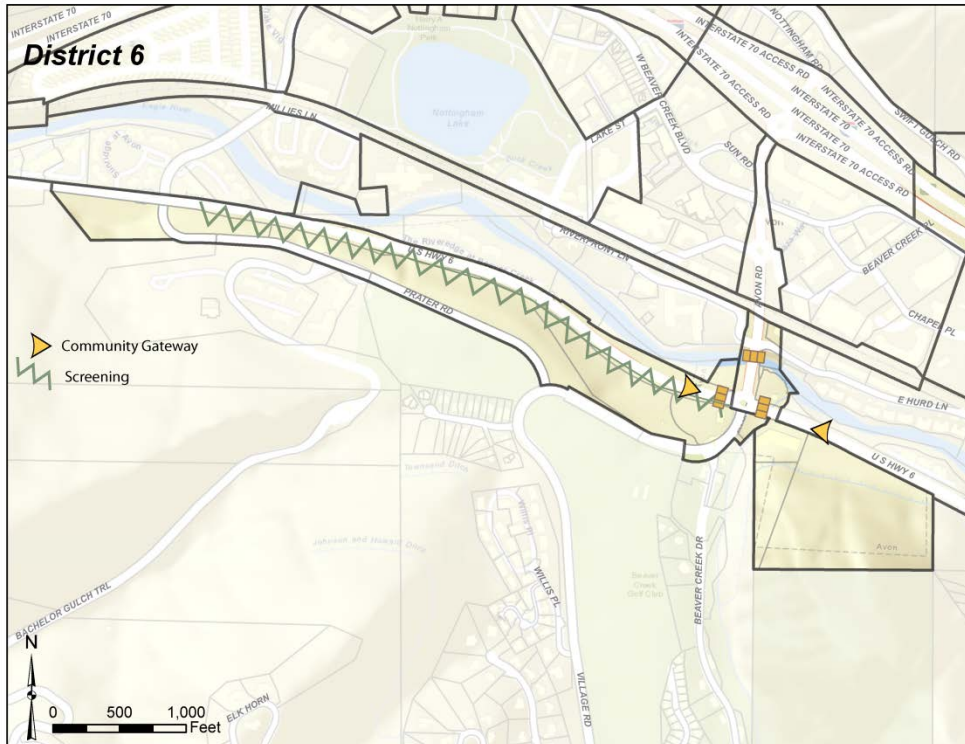


This district includes a park, town hall, library, elementary school, and the recreation center, and functions as a community activity center. Good pedestrian circulation through the area exists, but needs enhancement to respond to key future developments in the West Town Center District and the Riverfront District. Views from the park and the performance pavilion are also key components to the District. An extension of Town Center urban design principles can provide needed consistency between districts.

Planning Principles:

- Implement use and design principles from the 2017 Tract G planning effort’s recommendations.
- Maintain flexible space for temporary concession facilities and provide a western anchor to the Main Street Pedestrian Mall.
- Enhance the multi-modal connections between the municipal center and the park.
- Develop a parking structure associated with the expansion of the Avon Recreation Center.
- Ensure passive activity spaces are preserved within Nottingham Park.
- Preserve view corridors to Beaver Creek and the Main Street Pedestrian Mall.

District 6: U.S. Highway 6 Gateway Corridor



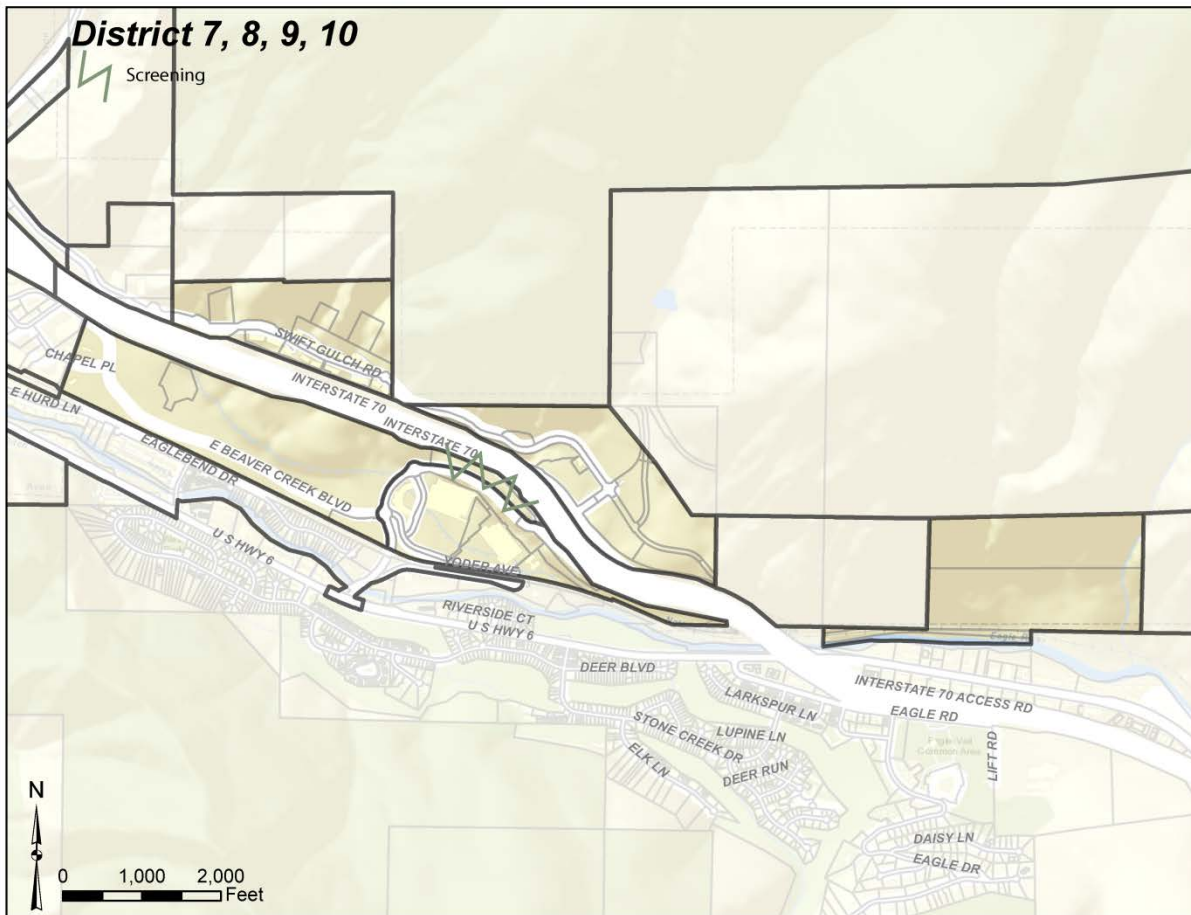
The area is characterized by the flat areas presently used for ski area parking, and the gateway to Beaver Creek. The parcels currently serve as parking areas and other accessory uses for Beaver Creek Resort and their development is relevant to the Town. Although most of the parcels in District 6 are outside of Avon’s municipal boundaries, the Town should be consulted on any proposed development on these parcels.

Planning Principles:

Encourage and support development that:

- Works with CDOT to enhance the U.S. Highway 6 right-of-way to provide a sense of arrival and departure for those traveling to and from Avon and to strengthen Avon’s overall community image and identity.
- Encourages screening of ski area parking areas and other accessory uses.
- Creates strong pedestrian connections to the Riverfront and Town Center Districts.
- Minimizes cut areas and preserve areas of steep slopes. Buildings should be built into the hillside and stepped up with rising topography to reduce their dominance above U.S. Highway 6.
- Shares property access when appropriate.
- Preserves access to the Eagle River.

District 7, 8, 9, & 10: Village at Avon Districts



The Village at Avon Districts are collectively Avon’s eastern gateway and when fully developed, they will generally be an extension of the Town Center. The Districts are managed by an independent Design Review Board that reviews development applications. The Village Design Review Board refers development proposals to the Town’s Planning and Zoning Commission for comments, and not for approval, ratification, or disapproval. The area is planned for commercial, residential, lodging, educational, and cultural/recreational uses. The Districts are characterized by high visibility from I-70, generally gentle topography, and proximity to Town Center and other highly developed areas of Eagle-Vail.

The Town should take an active role where possible in promoting positive development within the area. Site development elements, public design elements such as street alignments, streetscape furnishings, signage, and lighting should be coordinated between the Village at Avon and the Town.

Planning Principles:

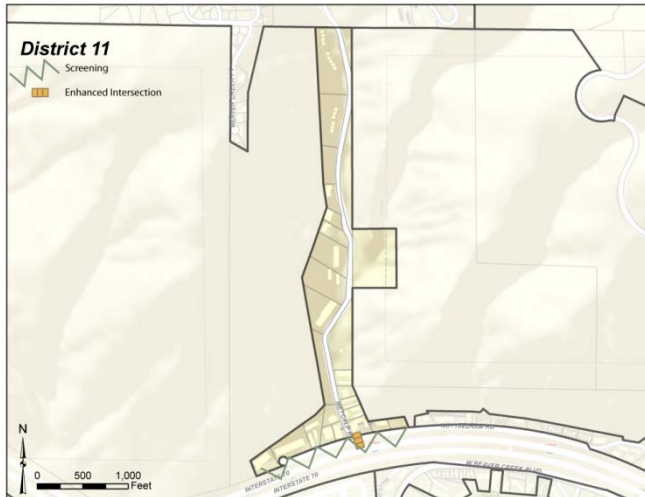
Encourage and support development that:

- Creates strong auto, bicycle, and pedestrian connections between Town Center via both East Beaver Creek Boulevard and Chapel Place.
- Creates inviting public plazas, green spaces, water features, streetscapes, sidewalks, and other

gathering spaces for public interaction.

- Creates inviting retail, restaurant, and entertainment uses on the ground floor of buildings through architectural detailing that includes a human scale, display windows, appropriate lighting, and other pedestrian amenities.
- Sites offices, lodging, and residential uses above ground floor uses.
- Sites buildings of various sizes (but shorter than those found in the West Town Center District) in District 7 and 8.
- Avoids large single-use buildings set back from the street edge that are surrounded by expanses of parking.
- Provides well-lit, pleasant pedestrian access from underground parking structures to public streets, paths, and buildings.
- Provides shared parking structures and parking districts to accommodate vehicles without large expanses of ground level parking.
- Screens regional commercial uses from I-70 with trees and berms to create a suitable gateway to the Town.
- Protects view corridors, ridgelines, U.S. Forest Service lands, and steep slopes from development.
- Landscapes properties to soften the visual impact of the structures.
- Preserves significant cultural or heritage resources and important views.
- Preserves all or part of the District 10 for open space or park space.
- Maximizes District 10 orientation to the river for connections and a riverfront park.
- Prioritizes District 10 access from U.S. Highway 6 instead of a frontage road.
- Creates connections and trailheads through the Districts that connect to USFS land.

District 11: Metcalf Road District



The Metcalf Road District is the Town’s only industrial center. It provides light industrial and commercial service uses and dense residential development. These businesses provide an important component to Avon’s overall economic health. The area’s high visibility from I-70 makes it important to the Town’s image. The Town should work towards improved traffic safety and aesthetics. Opportunities should be encouraged to develop live/ work developments that allow for light industrial and commercial uses that do not possess significant conflicts with surrounding land uses. Existing light industrial uses on Nottingham and Metcalf Roads are intensely developed, with large buildings, and need improved landscaping, access, and screening.

Planning Principles:

- Accommodate accessory residential development that supports primary industrial or employment land uses.
- Minimize significant re-grading and provide for proper on-site parking and access.
- Screen all equipment and storage areas from view.
- Preserve trees and landscaping on properties.
- Redesign the intersection of Metcalf and Nottingham Roads to enhance the entry to Wildridge and provide more direct access from the Town Center to Wildridge.
- Develop a pedestrian connection linking West Beaver Creek Boulevard to Nottingham Road.
- Coordinate with CDOT to introduce trees on uphill slopes in the I-70 right-of-way and along Metcalf Road to partially screen buildings and other accessory uses.
- Enhance the West Avon Preserve trailhead.

District 12: Railroad Corridor

The railroad corridor runs the length of Avon along the Eagle River and is not being used for rail traffic, leaving the corridor effectively vacant. Past studies indicate the corridor's potential as a mass transit and trail corridor, and preservation of the corridor represents an important opportunity for Avon's future structure and character.

The presence of the railroad tracks through Town creates a substantial north-south barrier through much of Avon. The Town has been successful in securing rights to construct at-grade crossings, and should focus on visually integrating the tracks with the rest of Avon.

Planning Principles:

- Ensure that the railroad right-of-way is preserved for future transit, trail or other transportation related endeavors.
- Minimize the railroad as a barrier to circulation in the community.
- Develop additional at-grade and above grade crossings to better connect the Town.
- Work with Union Pacific to maintain railroad corridor, including mowing and weed mitigation.
- Purchase or lease the railroad right-of-way when available.

District 13: Nottingham Road Commercial District

This area is defined by its proximity to the I-70 - Avon Road interchange. The addition of a medical facility and the Joint Public Safety building reflects the strategic location of the area. Development and redevelopment that occurs here should reflect the standards in the Town Center, but should not compete with the Town Center in terms of size of buildings or intensity of development.

Planning Principles:

- Limit access points on Nottingham Road to simplify traffic movements.
- Require landscape setbacks and internal landscaping of parking lots.
- Screen all equipment and storage areas from view.
- Limit building heights and setbacks to be compatible with the existing surrounding development.
- Reduce development when traveling north on Buck Creek Road.

Districts 14, 15, 16, 17, & 18: Open Space Districts

Avon's key open spaces are comprised of the steep slopes of the valley wall north of I-70. The West Avon Preserve (included in District 14) includes 11 miles of trails added in 2015, and the East Avon Preserve (District 17) is planned to include trails. Open space adjacent to town (Districts 16 and 18) is owned by the U.S. Forest. These parcels are important to maintaining the desired character of Avon and for development consistent with the overall land use plan. Loss of these parcels to private ownership and development would eliminate valuable visual and physical buffers between and among developed areas of Town and would deprive citizens of open space and natural habitats.

Planning Principles:

- Pursue Town acquisition of parcels to be dedicated as open space by working with the local and national land conservation organizations.
- Maintain U.S. Forest Service ownership of the districts by collaborating with the agency to improve, utilize, and maintain them as low-impact publicly accessible regions.
- Communicate Avon's values and desires with the U.S. Forest Service so that land swaps are unlikely to occur without approval from the Town.
- Oppose any possible disposition or degradation of the parcels.
- Participate in U.S. Forest Service planning efforts to ensure adequate development and long-term maintenance of trails and trailheads.
- Support and cooperate in efforts to bury power lines.

District 19: West Residential District

The area primarily includes a mobile home park and condo buildings and is bordered by the railroad tracks and I-70. It has the potential to be redeveloped over time as a higher density, master-planned, economically diverse residential area of primarily attainable local housing. This could be considered in the long-term future of Avon when residential developments in the area reach capacity, and alternative solutions for housing are being sought. Those solutions should include pocket parks and enhanced pedestrian connectivity.

Planning Principles:

- Encourage continued improvements to the visual quality of the area.
- Encourage the construction of pocket parks and sidewalks to service the residential development in the area.
- Coordinate with CDOT to introduce low landforms and plantings (trees and shrubs) along the southern I-70 right-of-way to buffer the mobile home park from the interstate and light industrial uses across the interstate.
- Limit building heights to a level subordinate to the Town Center and preserve views to the Town

Center through the strategic placement of open space or the further limitation of building heights.

District 21: Nottingham Park Residential District

Nottingham Park is bordered to the west, north, and northeast by existing multi-family residential development. Provisions for pedestrians and bicyclists along West Beaver Creek Boulevard and adequate screening of parking and trash areas would help enhance the character of the area.

Planning Principles:

- Screen parking and trash areas from view.
- Enhance the bike and pedestrian experience along West Beaver Creek Boulevard.

District 22: Nottingham Road District

This district is characterized by multi-family buildings and limited developable area because of steep slopes to the north. The parcels are on the north side of Nottingham Road and have high exposure to I-70.

Planning Principles:

- Reseed exposed slopes with native grasses and wild flowers.
- Encourage additional informal landscaping to soften the visual impact of large existing structures.
- Encourage development to provide a landscape buffer adjacent to Nottingham Road and I-70.
- Encourage high quality redevelopment consistent with the land use regulations.
- Enhance access to and parking for existing trails, and further link existing non-motorized infrastructure.
- Improve signage for trailheads.

District 23: I-70 Gateway District

The interchange on I-70 at Avon Road is the main gateway to the Town. This should reflect the character and quality of the community and create a sense of arrival. The gateway should be improved through enhancing the pedestrian experience, lighting, road and right of way materials, enhanced view corridors, and signage. The emphasis should be on the creation of a positive entry experience that extends the character of the Town Center to Avon's front door.

Planning Principles:

- Enhance the intersections at the on/off ramps on Avon Road to include streetscape improvements and special landscape features.
- Maintain the elements that contribute to the gateway experience.
- Improve the I-70 interchange for pedestrians and bikers.
- Improve the esthetics of the Avon Road underpass.

District 24: Wildridge Residential District

This area is a residential subdivision containing varying densities located on the south-facing slopes north of the main valley floor. The character for the developed landscape should reflect the area's dry climate and typically steep terrain with low water-requiring plant materials and natural landscaping. Due to the limited amount of existing trees and shrubs and the open character of the property, special care should be taken to ensure that all structures are compatible with one another and in harmony with the natural surroundings.

Planning Principles:

- Provide alternatives to the roadways for pedestrian circulation and greater connection to the surrounding open space.
- Preserve and enhance the existing open space trails and explore the possibility of developing additional parcels into pocket parks.
- Add an alternative or second access route to Wildridge (perhaps forest service road during the spring and summer).
- Identify, delineate, and enhance all open space parcels and paved and unpaved trails.

District 25: Mountain Star Residential District

This area is a gated development of large-lot, single-family homes, located east of Wildridge on the south-facing slopes north of the main valley floor. This covenant-controlled, gated community has its own design review committee.

Planning Principles:

Encourage and support development that:

- Prohibits significant alteration of natural environment and minimize stress on wildlife and loss of habitat.
- Considers the development of a trailhead to access the surrounding public lands.

District 26: Swift Gulch District

The Town of Avon's Public Works and Transportation Departments are located in the Swift Gulch District. In response to the area's high visibility from I-70, efforts have been made to screen the existing buildings and facilities and ensure that they blend into the surrounding environment.

Planning Principles:

- Encourage building at a scale that minimizes visibility from I-70.
- Screen accessory uses with landforms and landscaping, while allowing Building Heights up to 60' along with scale and proportion in response to regional operations and facilities increasing the site development potential.
- Encourage sidewalks and pedestrian connections.
- Incorporate housing where appropriate.

District 28: Village at Avon Northern Residential District

This area is planned to become quality large-lot, single-family homes and some multi-family residential located north of the main valley floor. This residential area is a covenant-controlled, gated community with its own design review committee. This residential area has several provisions for public services and access ways that should be maintained. Further public access arrangements would be beneficial, including the preservation and acquisition of public space located adjacent to this area.

Planning Principles:

Encourage and support development that:

- Provides sidewalks and pedestrian connections.
- Prevents significant alteration of natural landscape as well as ridgeline and steep slope development. This area should be highly sensitive to visual impacts of improvements, wildlife preservation, and lighting.



To: Planning and Zoning Commission
 From: David McWilliams, Town Planner
 Meeting Date: April 4, 2017
 File: CPA17001
 Topic: PUBLIC HEARING on Comprehensive Plan Amendment

INTRODUCTION

The Avon Town Council prioritized the update of the Comprehensive Plan in the 2017-18 Strategic Plan, originally approved in the summer of 2016. A series of Work Sessions have been conducted with PZC, beginning in September, 2016. In total, 10 work sessions have been conducted, resulting in the final draft for consideration. Last updated in 2008, the document updates include:

- More legible wording and formatting
- New information on completed projects
- Updated Housing Section
- Current best practices
- Observed strategic direction
- Updated Demographics

The question, “Does this merit inclusion in the Comprehensive Plan?” was asked for every change. Staff presented redlined versions of the original document to demonstrate the changes between the original and the proposed final draft. The PZC then guided the process based on those proposals.

GENERAL GUIDE TO THE UPDATE

Generally, staff was given direction to use more active language and improve the current context. Effort to diminish prescriptive language (from “require” to “encourage,” for example) was taken to maintain the approach generally found in Comprehensive Plans. Sections were eliminated due to their lack of relevance to the overall vision this document seeks to espouse. For example, the Existing/ Approved uses section was removed, as the Comprehensive Plan was not considered the right venue for this information. The Context of the Opportunities and Constraints section was updated with new information on development and improvements within Town.

Staff was cognizant of the input from various stakeholder groups during the original formation of the Comprehensive Plan, and attempted to carry through the original intent within the updated language. In some instances, the intent necessarily changed due to evident changes in known best practices and Town strategy. A good example comes from Policy C.1.5, which originally stated:

“Where no District Master Plan has been prepared, flexible zoning such as Planned Unit Development should be considered as an alternative to straight zoning if it would allow a more effective development pattern. However, such flexible zoning will only be allowed where it provides a benefit to the community, is consistent with this comprehensive plan, and is compatible with surrounding development. Variations from standard zoning may be permitted only as needed to achieve a clearly demonstrated community benefit.”

Staff and Town Council have sought to eliminate PUDs to achieve clarity in the application, development, and administration processes of land use. The new language turned to:

“Encourage developers to rezone properties from PUD to zone districts, especially in the Town Center.”

The order of the Policies within any Goal changed to reflect the level of Town involvement and improve readability. In parentheses is an example of the policy type and language that would fit within that section.

- Plan Concept (things Town does, like implement or assess)
- Development Rule (things the Town wants to influence, like encourage or promote)
- Partnership (groups Town, like work with or participate in)
- Area (Town Center, Wildridge)
- Type of Place (near schools, parks, etc.)
- Thing (Nottingham Park, railroad)

District Planning Principles

Staff eliminated the original wording of the three sub-sections of Town Districts. Originally distinguished as High, Medium, and Low Priorities, these areas are not less or more important to the Town. Wording across sections was unified to create more legibility. Many of the original Districts had similar Principles expressed in slightly different ways. The wording was expanded and also included in more Districts. For example, “Extend Town Center urban design principles to provide consistency between districts,” became a common element in Districts that have similarly zoned densities as Town Center.

Within the District Planning Principles section, certain districts were combined due to an abundance of overlapping principles. All districts that relate directly to the Eagle River (3, 20, 27) were combined, as well as 7, 8, 9, 10, representing the Village at Avon districts, and 14, 15, 16, 17, 18, as the open space districts.

Maps

The map found on page 69 of the currently adopted Comprehensive Plan represents the entirety of Avon’s Planning Districts. All districts are proposed to keep the same boundaries, with the exception of #26 and #15. District #15 includes a Town-owned parcel to be included in #26. New individual District maps were created and updated to reflect the current conditions and principles.

APPLICATION PROCESS

The Planning and Zoning Commission (“PZC”) will review the Application and conduct a public hearing on April 4, 2017. After conducting a public hearing, PZC will forward a recommendation to Town Council. Subsequently, final action is taken on the applications by Town Council after conducting public hearings and approval by Ordinance. Council is tentatively scheduled for an April 11, 2017 review of the document with 1st Reading. PZC members are encouraged to attend the review and provide additional context for the changes.



COMPREHENSIVE PLAN AMENDMENT CRITERIA

The review procedures for this application are governed by the Development Code. According to the AMC §7.16.030(e), *Review Criteria*, the following criteria must be considered prior to formulating a recommendation to the Avon Town Council:

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

Staff Response: The plan amendment includes the entire Town, and generally does not change the prescribed uses to any piece of land. The language does change certain goals and principles to reflect the changes in current best practices.

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

Staff Response: Transportation networks and infrastructure are not directly impacted with this Comprehensive Plan update.

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

Staff Response: No changes to public services or facilities are warranted with the plan amendment.

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

Staff Response: The document's improved legibility and order of information will make it easier to use during any process where its use is required or informative.

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

Staff Response: The consequences of including completed projects and superfluous wording in a visioning document make it hard to pinpoint the relevant information from the plan. The key elements of the Comprehensive Plan, as updated, constitute a more uniform document with fewer unnecessary or misleading pieces of information

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

Staff Response: The updated Comprehensive Plan strengthens the purposes stated in the Development Code by more clearly defining goals, policies, and district planning practices. The current context allows for completed goals and policies to be fortified, and a new focus on parts of the vision that have not happened yet.

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

Staff Response: The goals and policies of the Comprehensive Plan, updated with this application, are written with the health, safety, and welfare of the Avon Community as the foremost concern. The amendment will clearly illustrate the direction the Town is moving in, and steps to get there, so that stakeholders, citizens, staff, and elected officials will have a better understanding of beneficial investments of time and money.

RECOMMENDED MOTION:

"I move to approve recommendation of Resolution 17-01, recommending that the Avon Town Council approve Case #CPA17001, an application to amend and update the Avon Comprehensive Plan."

ATTACHMENTS:

- Resolution 17-01
- *Avon Comprehensive Plan, dated April, 2017*



**TOWN OF AVON, COLORADO
PLANNING COMMISSION RESOLUTION 17-01
SERIES OF 2017**

**A RESOLUTION RECOMMENDING APPROVAL OF AMENDMENTS TO THE AVON
COMPREHENSIVE PLAN**

WHEREAS, the Town Council initiated an amendment to the *Avon Comprehensive Plan* in accordance with Section 7.16.030, Comprehensive Plan Amendments, Avon Development Code, with approval of the 2017-18 Strategic Plan; and

WHEREAS, the Planning and Zoning Commission of the Town of Avon held a public hearing on April 4, 2017, after posting notice of such hearing in accordance with the requirements of the Avon Municipal Code, and considered all comments provided before making a recommendation to the Town Council; and

WHEREAS, it is the Planning and Zoning Commission's opinion that the health, safety and welfare of the citizens of the Town of Avon would be enhanced and promoted by the adoption of the amendments to the *Avon Comprehensive Plan*; and

WHEREAS, the Planning and Zoning Commission finds that the changes to the Comprehensive Plan comply with the criteria set forth in Section 7.16.030(c), *Review Criteria*, Avon Development Code.

NOW THEREFORE, BE IT RESOLVED, that the Planning and Zoning Commission hereby recommends that the Town Council of the Town of Avon approve the April, 2017 Avon Comprehensive Plan ("Exhibit A to Resolution 17-01"), citing the following findings:

(1) The amendments are found necessary to respond to changed conditions, including but not limited to updated demographic information, construction of Riverfront Village and the Gondola connection to Beaver Creek Resort, construction of the Main Street Pedestrian Mall, and shifts in policy direction in relation to PUD zoning;

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

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

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

(5) The proposed plan amendment will promote the health, safety and welfare of the Avon Community.

ACCEPTED, APPROVED AND ADOPTED THIS 4th DAY OF APRIL, 2017

AVON PLANNING AND ZONING COMMISSION

Signed:

A handwritten signature in black ink, appearing to read "J. Clancy", written over a horizontal line.

Jim Clancy, Chairperson

TOWN OF AVON
ECONOMIC AND
DEMOGRAPHIC
INFORMATION



Population and Household Trends

Between 2000 and 2014, Avon's population grew by 15%. Avon added 823 residents during this time, while the county as a whole added 10,574 residents. These figures represent the permanent resident populations for these entities. Total population figures increase significantly during the winter and summer tourism seasons.

Table 1
Population and Household Change

	1990	2000	2015	2000-2015	
				Change	% Growth
Persons					
Avon	1,798	5,561	6,414	853	15%
Eagle	1,580	3,032	6,553	3,521	116%
Edwards	-	8,257	9,792	1,535	19%
Gypsum	1,750	3,654	6,685	3,031	83%
Minturn	1,066	1,068	1,050	-18	-2%
Red Cliff	297	289	279	-10	-3%
Vail	3,659	4,531	5,321	790	17%
Eagle County	21,928	41,659	52,576	10,917	26%

	1990	2000	2010	2000-2010	
				Change	% Growth
Households					
Avon	707	1,890	2,321	431	19%
Basalt	443	1,052	1,600	548	34%
Eagle	592	1,064	2,183	1,119	51%
Gypsum	602	1,150	2,009	859	43%
Minturn	398	399	420	21	5%
Red Cliff	91	109	117	8	7%
Vail	1,680	2,165	2,604	439	17%
Eagle County	8,354	15,148	19,236	4,088	21%

Source: U.S. Department of Commerce. 2016. Census Bureau, American Community Survey Office, Washington, D.C.; U.S. Department of Commerce. 2000. Census Bureau, Systems Support Division, Washington, D.C.

The larger increase in households than population indicates a shrinking household size.

Table 2
Average Household Size

Place	1990	2000	2010
Avon	2.63	2.8	2.78
Eagle County	2.61	2.73	2.71
Colorado	2.51	2.54	2.49

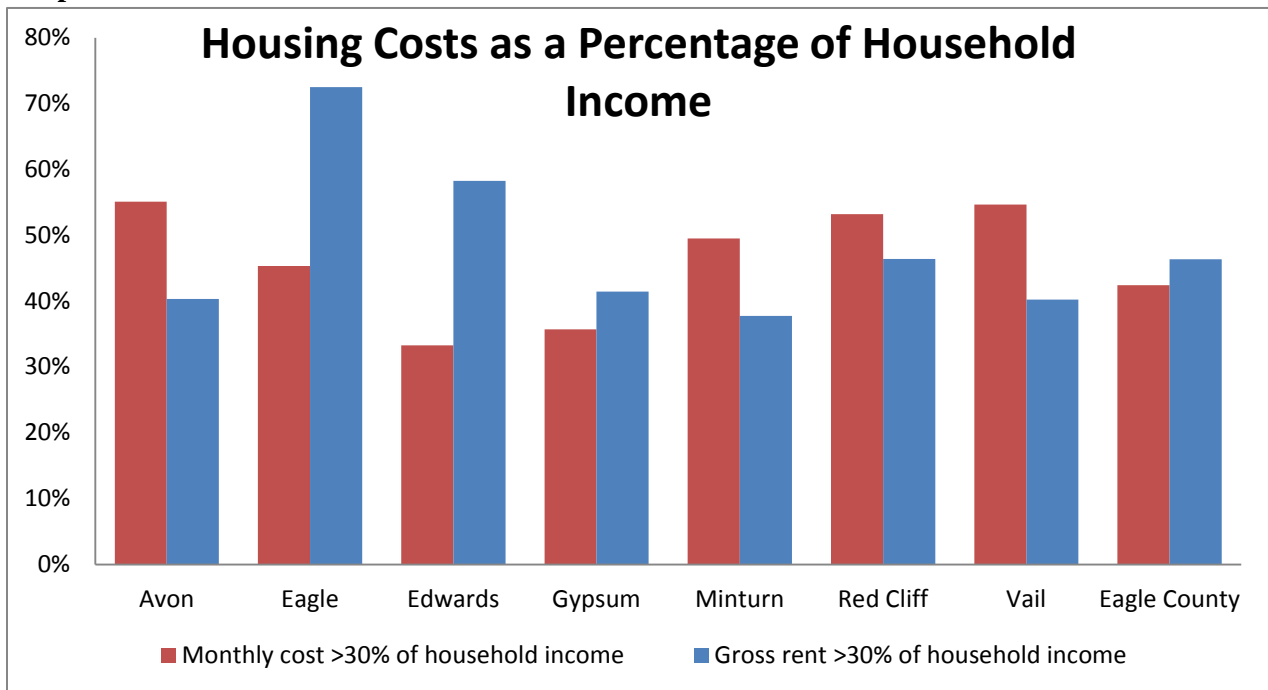
Source: Colorado State Demographer

A higher proportion of Avon households pay over 30% of their incomes to housing costs than other Eagle County communities.

Monthly Cost: The amount that must be paid each month to cover principal, interest, property taxes, PMI, and/or either hazard insurance or homeowners' association dues.

Gross Rent: Monthly rent charged to occupy a premise which includes an estimate of utility costs. The renting party submits this amount to the owner or another third party on a monthly basis.

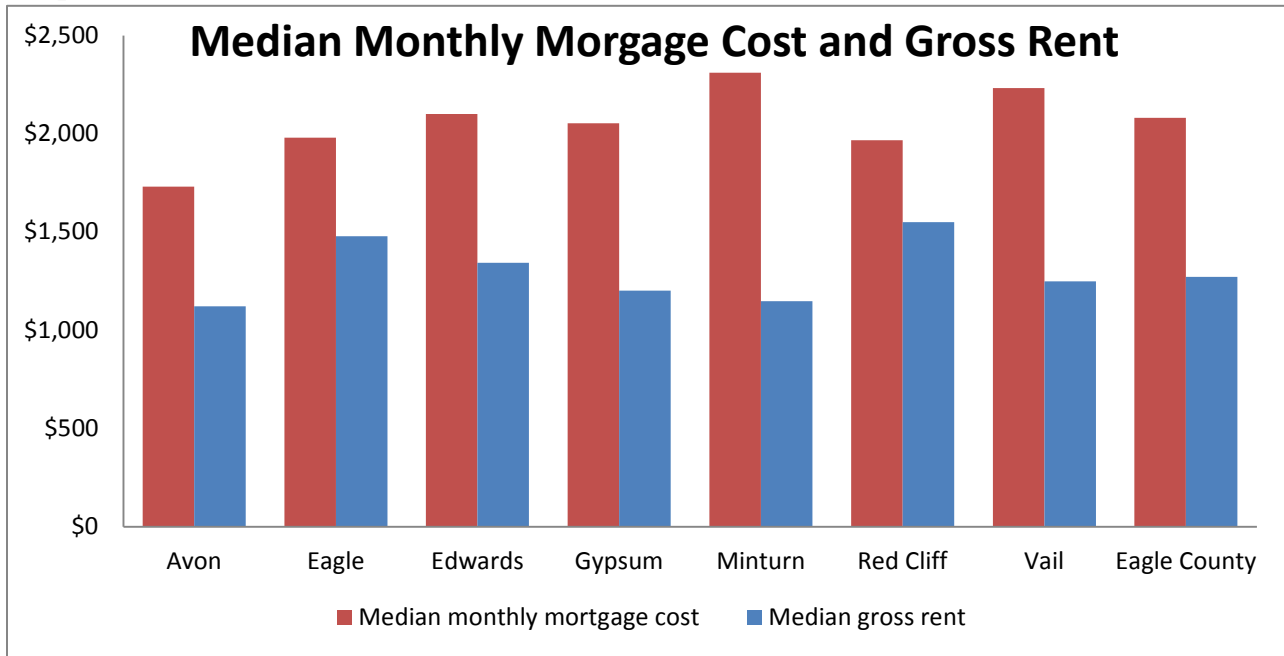
Graph 1



Source: U.S. Department of Commerce. 2016. Census Bureau, American Community Survey Office, Washington, D.C.

The median costs of mortgage and gross rent for area communities is illustrated below. Avon’s median mortgage cost and median gross rent is the lowest in the region.

Graph 2

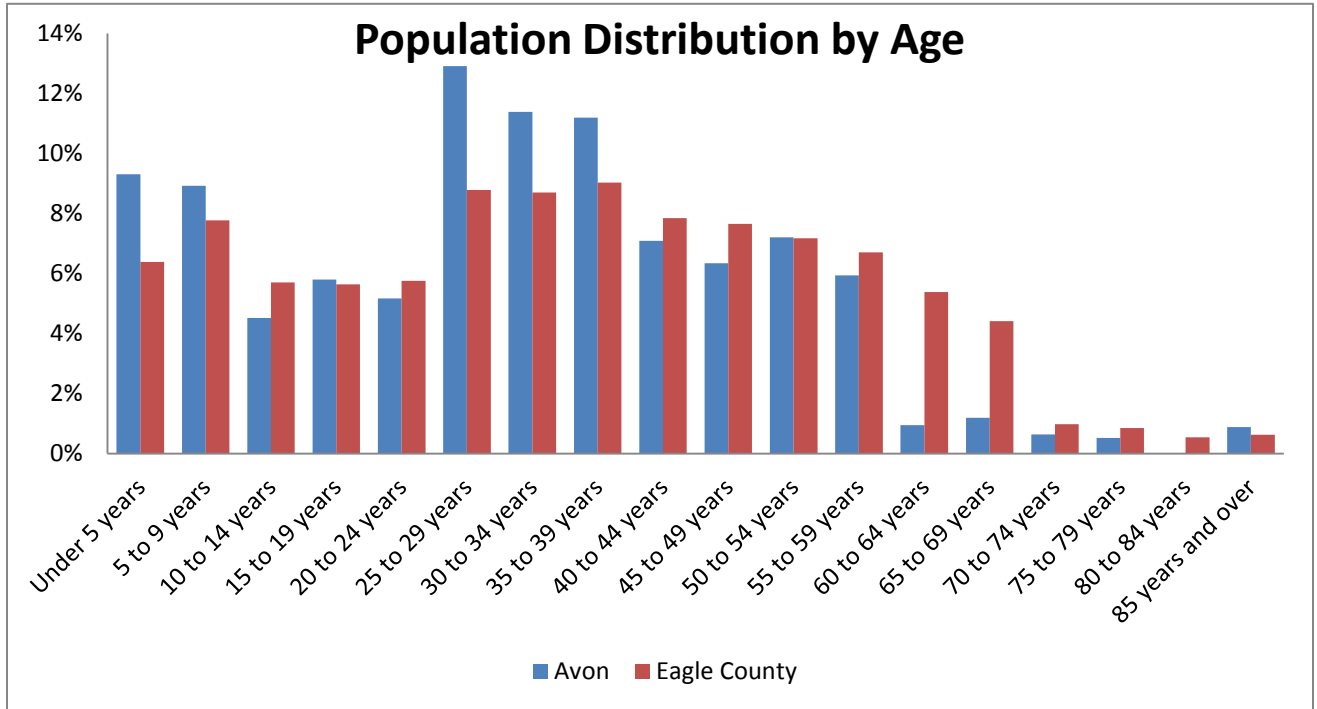


Source: Colorado State Demographer, 2015

Population Characteristics

The population distribution by age of Avon is generally younger than Eagle County. There is a higher proportion of young children and 25-39 year olds people than in the County.

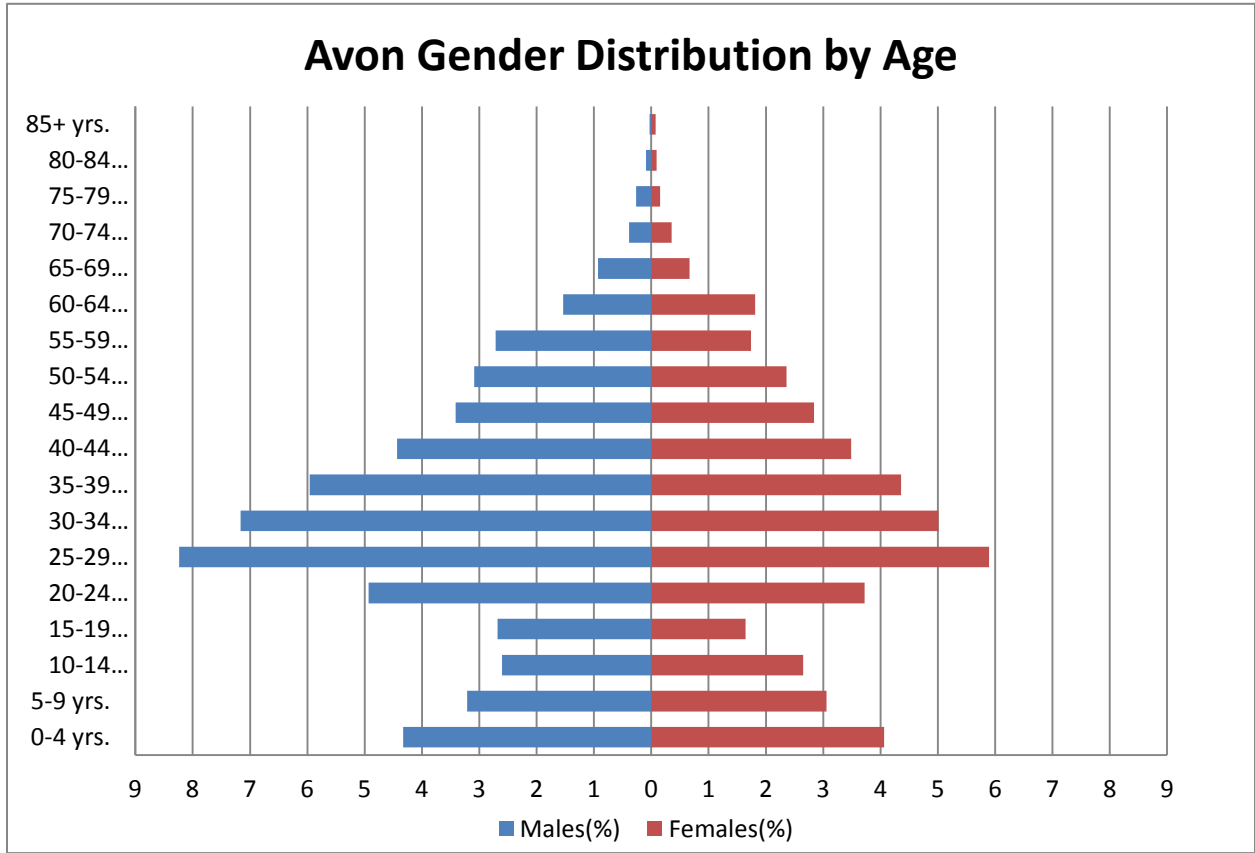
Graph 3



Source: US Census Bureau, 2014

Males constitute a larger proportion than females in almost every age group in Avon.

Graph 4

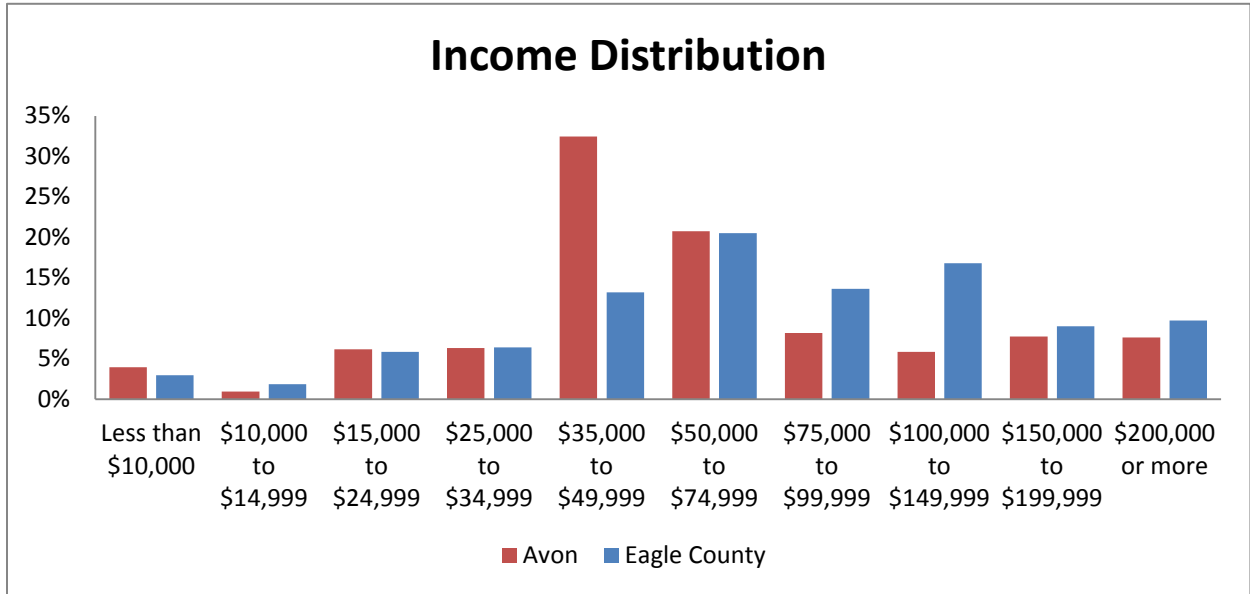


Source: US Census Bureau, 2014

Wealth and Income

Avon's income distribution skews lower than in Eagle County as a whole, and almost 1/3 of household earns between \$35,000 and \$49,999. A smaller proportion of residents earn the higher income categories compared to Eagle County.

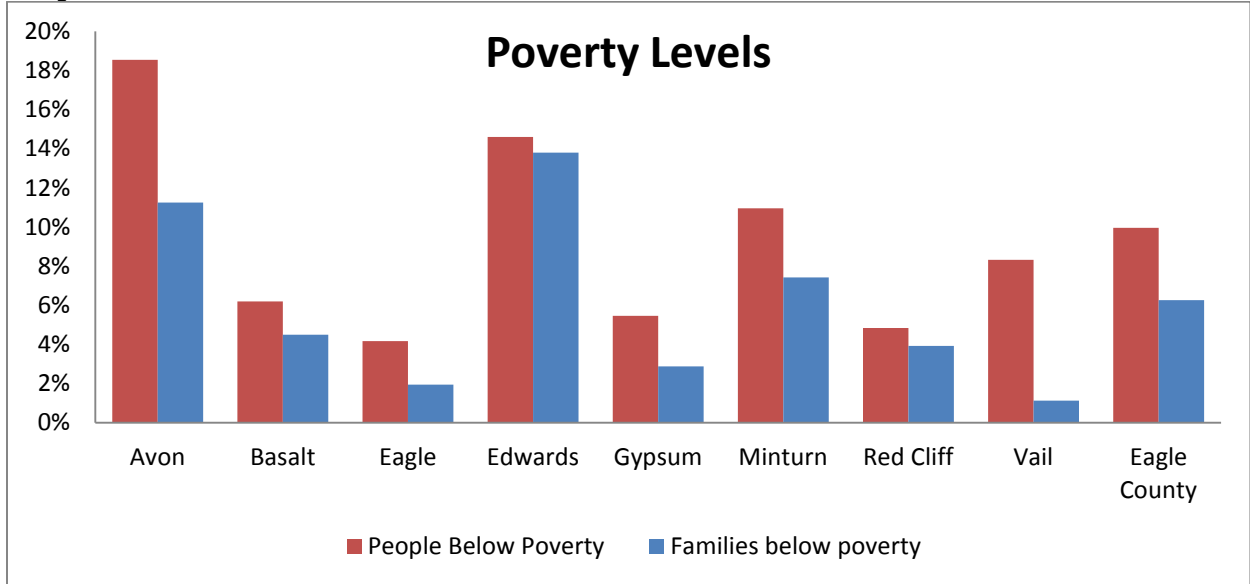
Graph 5



Source: Colorado State Demographer, 2014

Compared to surrounding communities, Avon has a higher level of people living below the poverty line, and a high level of families living below the poverty line.

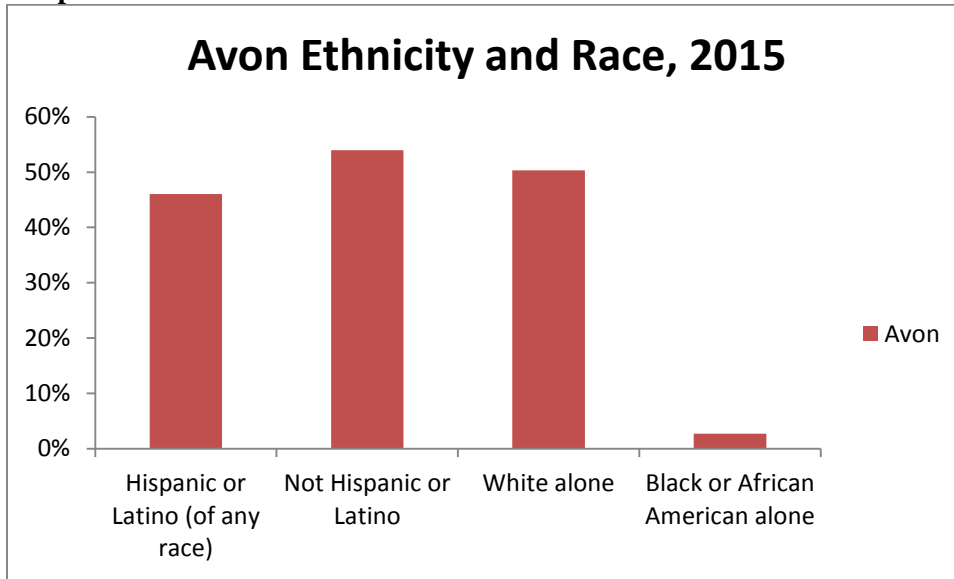
Graph 6



Source: Colorado State Demographer, 2014

Avon’s population is predominantly white, with a large percentage of Hispanics or Latinos.

Graph 7



Source: American Community Survey 5 year estimate, 2014

Housing and Residential Construction

Numbers from 2010 to 2016 show an overall upward trend in activity, as expected with the recovery since the recession. This is reflective of the nation’s sustained economic recovery, and continued investment in residential and commercial projects. Notable spikes in commercial valuation represent the Wyndham project (2013), and the Nexcore Medical Office (2015).

Table 3
Construction History in Avon

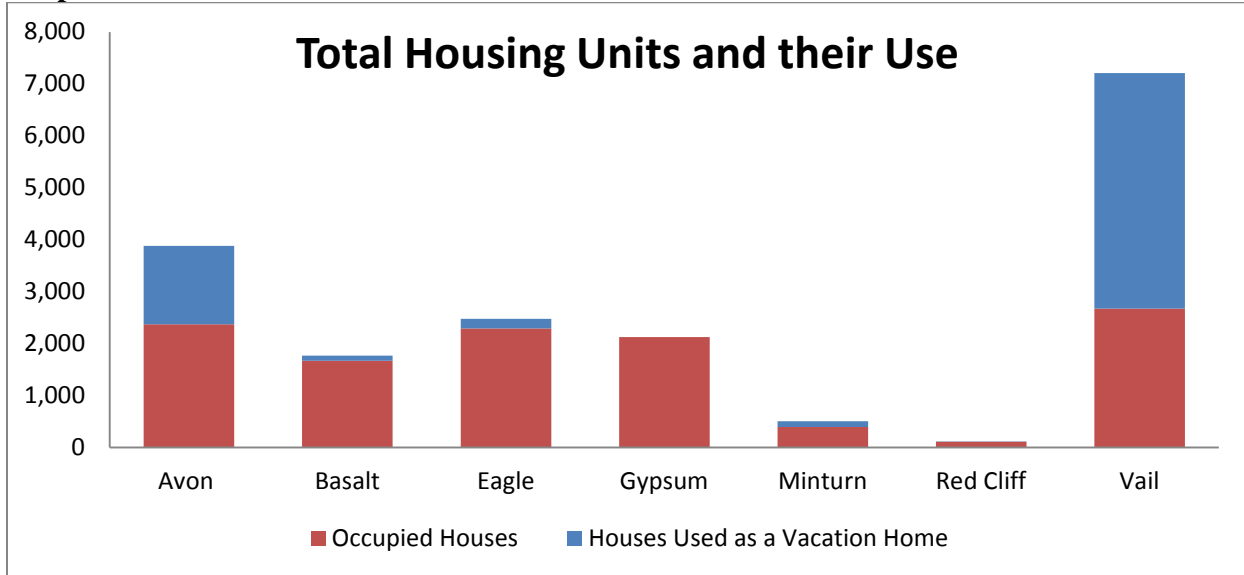
Year	Total Permits Issued	Commercial Valuation	Residential	
			Units	Valuation
2010	112	3,215,036	7	9,806,550
2011	125	922,600	9	8,412,190
2012	126	11,400,000	8	2,448,500
2013	159	27,121,876	12	9,027,760
2014	156	1,500,000	10	13,735,900
2015	153	14,336,000	10	697,000
2016	160	10,600,000	7	8,551,360

Source: Town of Avon Community Development Department.

Housing Tenure and Occupancy

Roughly 39% of houses in Avon are designated for seasonal or recreational use. The rest are occupied year-round.

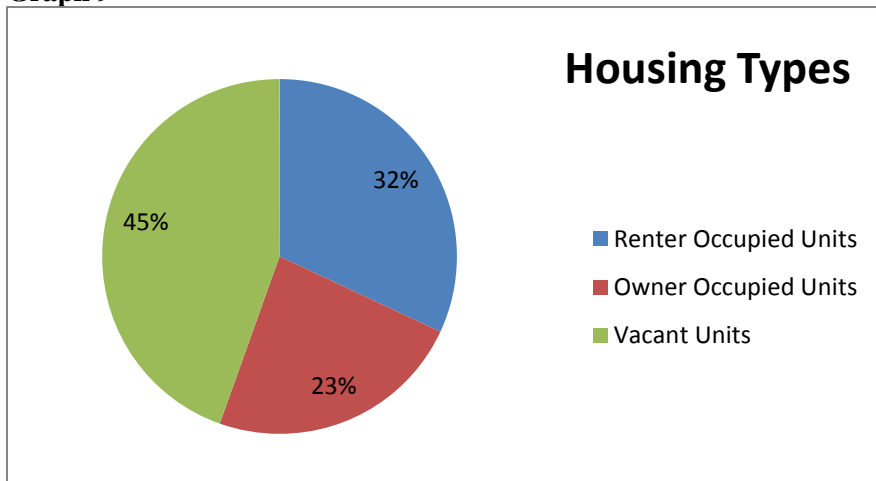
Graph 8



Source: American Community Survey 5 year estimate, 2014

Avon’s housing occupancy is made up of approximately 32% renter occupied units, 23% owner occupied units, and 45% vacant units, defined as no one living at the property at the time of the survey, unless the occupants are only temporarily absent.

Graph 9

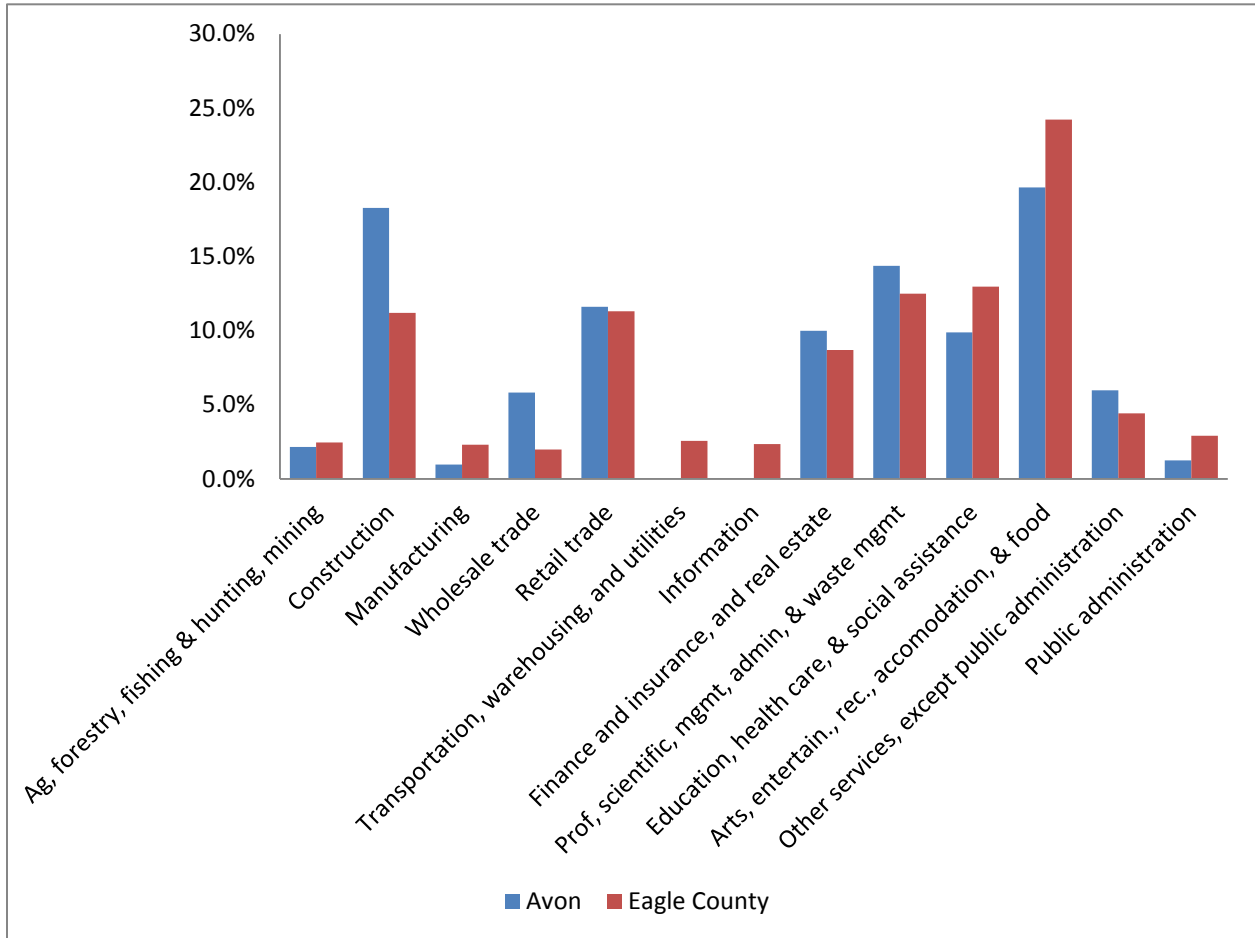


Source: American Community Survey 5 year estimate, 2014

Employment Trends

The largest employment sectors in Avon are arts, entertainment, recreation, accommodation, & food; construction, education, health care, & social assistance; and finance and insurance, and real estate (FIRE). These categories, generally compare with Eagle County, however the County has a certain industries that the Town does not employ people in. Missing from Avon are the manufacturing; transportation, warehousing, and utilities; and information industries. Note that the

Graph 10



Source: Colorado State Demographer, 2014

The largest employers in Avon are primarily the retail and accommodation businesses in the Town. Note that the Medical Office Building did not become operational until 2016, and businesses are not represented within this table.

Table 4
Principal Employers in the Town of Avon, 2015

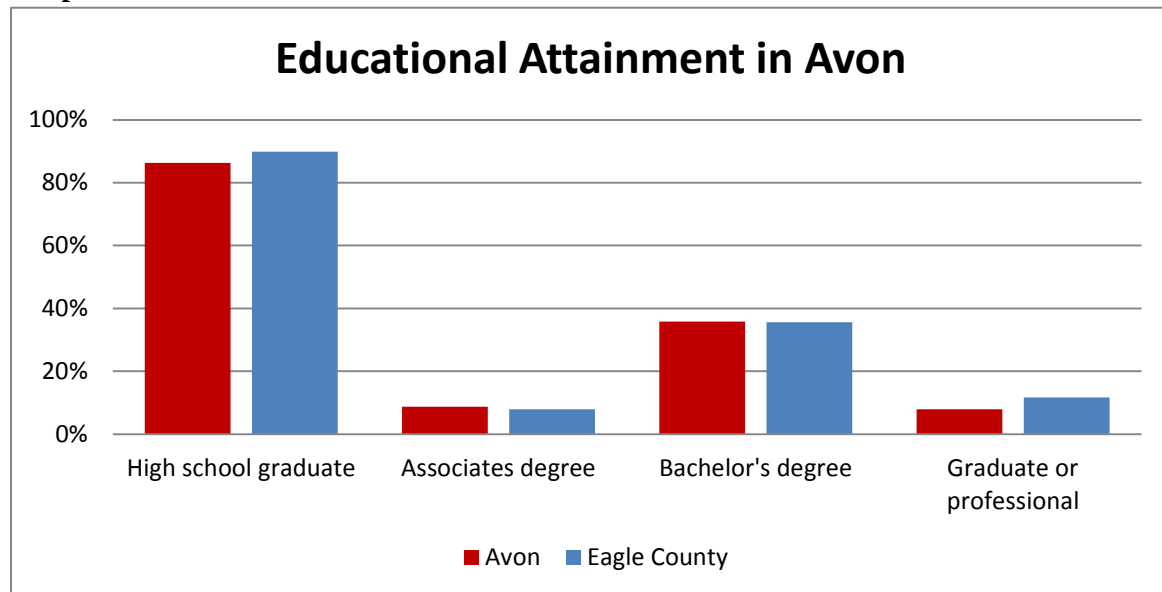
Employer	Product or Service	Estimated Number of Employees
Westin Riverfront Resort & Spa	Lodging	262
Wal-Mart	General Retail	250
Maya Mexican Restaurant	Restaurant	133
Home Depot	Home Improvement	130
City Market	Retail Grocery	130
Eagle River Water and Sanitation	Utility	99
Christie Lodge	Lodging	84
Town of Avon	Local Government	82
Sheraton Mountain Vista	Lodging	75
Montana's Bar and Grill	Restaurant	25

Source: Individual employers and the Department of Labor as reported in the Town of Avon's 2015 Comprehensive Annual Financial Report.

EDUCATION

Educational attainment in Avon mirrors the County levels, with a slightly smaller proportion of people achieving a high school diploma or graduate or professional degree.

Graph 11



Source: Colorado State Demographer, 2014



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Justin Hildreth, Town Engineer
Jim Horsley, Project Engineer
Meeting Date: April 11, 2017
Agenda Topic: Authorization to Issue Notice of Award for the 2017 Street Improvements
Microsurfacing Project

ACTION BEFORE COUNCIL

Authorize Staff to issue Notice of Award for construction of the 2017 Street Improvements Microsurfacing Project as approved in the Town of Avon 2017 Capital Projects Fund.

PROPOSED MOTION

Motion to authorize issuance of Notice of Award for the 2017 Street Improvements Microsurfacing Project contract as approved in the Town of Avon 2017 Capital Projects Fund.

DISCUSSION

Microsurfacing is a pavement preservation process similar to Slurry Seal with a slightly larger sand size and more robust oil for added durability. The Microsurfacing Project consists of asphalt repair, crack sealing, existing striping removal, microsurfacing, and restriping approximately 3,865 lineal feet of West Beaver Creek Boulevard west of Lake Street and approximately 3,260 lineal feet of Wildridge Road through Phase II of the Bicycle Climbing Lane Project. Striping on Wildridge Road will clearly delineate the bike lane constructed in 2016 and the West Beaver Creek Boulevard striping will be reconfigured to include 4' wide bike lanes on each side of the road with no centerline. Additionally, Millie's Lane has been included as a bid alternate.

Staff requested bids from the (3) companies that perform this work in Colorado on March 3, 2017 with the bid opening taking place on March 31, 2017. One bid in the amount of \$238,558.66, including the bid alternate, was received from A-1 Chipseal Company and is within the \$250,000 budget as approved in the 2017 Capital Projects Fund. Staff contacted the two companies who did not submit bids; Intermountain Slurry Seal noted a very busy schedule with several large projects in several states and Foothills Paving & Maintenance did not return the call. Construction could begin as soon as May 1st and be completed by June 22nd.

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



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Justin Hildreth, Town Engineer
Meeting Date: April 11, 2017
Agenda Topic: Approval to Transfer Funds from the General Fund Contingency Line Item to the Buildings & Facilities Budget to Fund the Remodel of the Sherwood Meadows Condominium Owned by the Town

ACTION BEFORE COUNCIL

To transfer \$25,000 from the 2017 General Fund Contingency budget line item to the Buildings and Facilities budget for improvements to the Town-owned Sherwood Meadows condominium.

PROPOSED MOTION

I move to approve the transfer of \$25,000 from the 2017 General Fund Contingency line item to the Buildings and Facilities budget for improvements to the Sherwood Meadows condominium

DISCUSSION

The Town of Avon owns a Sherwood Meadows condominium unit that will be vacated on April 30th, 2017. Constructed in 1980, the unit is three (3) bedrooms, with 2½ baths, and a two (2) car garage. There is approximately 1,352 square feet, of livable space. Some minor improvements were made in late 2012, but no significant changes or upgrades have been made since the original construction. Staff is recommending the unit be remodeled before it is rented. The remodel will include new kitchen cabinets, carpet, paint, windows and other improvements. The work will be completed by the Buildings and Facilities staff and the materials are estimated to cost \$25,000.

BUDGET

The 2017 General Fund Contingency line item has a balance of \$241,000. After the transfer of \$25,000 to the Buildings and Facilities Department budget there will be \$216,000 remaining in the contingency.

TOWN EMPLOYEE PREFERENCE

In November of 2012, the Town Council set forth that the condominium should be made available first to a Town of Avon employee, and if not filled, then the unit should be advertised. Town staff will proceed under that direction and make the unit, through an internal lottery, available to an employee. The rent price will be determined in consultation with the Eagle Valley Home Store, which has been contracted with by the Town to help administer employee housing units. A one-year lease, annually renewable for up to four years, after which the unit will again be made available through a lottery, will be pursued. As a rent assisted unit, providing for turnover, will allow others to benefit from rent savings for a period of time.



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Preston Neill, Executive Assistant to the Town Manager
Date: April 11, 2017
Topic: Resolution 17-05 Amending and Re-Adopting the Simplified Rules of Order for Avon Town Council Meetings

ACTION BEFORE COUNCIL:

Before Council is a review and vote on Resolution 17-05 Amending and Re-Adopting the Simplified Rules of Order for Avon Town Council Meetings.

PROPOSED MOTION:

“I move to approve Resolution 17-05 Amending and Re-Adopting the Simplified Rules of Order for Avon Town Council Meetings.”

SUMMARY:

The Avon Town Council adopted Simplified Rules of Order for Avon Town Council Meetings on January 28, 2014. Direction has been provided by Council to amend the Simplified Rules of Order for Avon Town Council Meetings to formally adopt Council’s policy to permit public comment on all action items and work session items.

The change to section **VI. Public Comments** of the Simplified Rules of Order for Avon Town Council Meetings that would be enacted by adoption of this Resolution is as follows (~~strike-out~~ indicates words which are deleted and underline indicates words which are added):

VI. Public Comments: *Council agendas shall include a general item labeled “Public Comment” near the beginning of all Council meetings. Members of the public who wish to provide comments to Council greater than three minutes are encouraged to schedule time in advance on the agenda and to provide written comments and other appropriate materials to the Council in advance of the Council meeting. ~~The Mayor may permit public comments during any agenda item provided that such invitation does not hinder the ability of Council to conduct official Town business in an efficient manner. For matters which may involve substantial public comment by numerous members of the public, the Mayor or Council may propose limiting public comment to no less than 3 minutes per individual, which limitation on public comment must be approved by a majority of the quorum present. The Mayor shall permit public comments for any action item or work session item, and may permit public comment for any other agenda item, and may limit such public comment to three minutes per individual, which limitation may be waived or increased by a majority of the quorum present.~~*

ATTACHMENT:

Attachment A: Resolution 17-05 Amending and Re-Adopting the Simplified Rules of Order for Avon Town Council Meetings



**RESOLUTION NO. 17-05
AMENDING AND RE-ADOPTING THE SIMPLIFIED RULES OF
ORDER FOR AVON TOWN COUNCIL MEETINGS**

WHEREAS, Section 5.1 of the Avon Charter states, “The Council shall determine the rules of procedure governing meetings.” and

WHEREAS, the Avon Town Council adopted Simplified Rules of Order for Avon Town Council Meetings on January 28, 2014; and

WHEREAS, the Avon Town Council desires to amend the Simplified Rules of Order for Avon Town Council Meetings to formally adopt the Avon Town Council’s policy to permit public comment on all action items and work session items;

WHEREAS, the Avon Town Council finds that amendment and re-adoption of Simplified Rules of Order will promote meeting efficiency as well as promote the understanding and transparency of Council meeting procedures for the general public;

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF AVON, that the Simplified Rules of Order for Avon Town Council Meetings attached hereto as Exhibit A are hereby amended and re-adopted.

ADOPTED April 11, 2017 by the AVON TOWN COUNCIL

By: _____
Jennie Fancher, Mayor

Attest: _____
Debbie Hoppe, Town Clerk

EXHIBIT A

Avon Town Council Simplified Rules of Order

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

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

- A.** Elected and appointed officials shall conduct themselves in a mature manner that is becoming of public officials, shall respect one another and shall respect members of the public.
- B.** Elected and appointed officials shall refrain from profanity, rude behavior or personal attacks and shall promptly apologize to both the board and the recipient of any such behavior in the event of a temporary lapse of appropriate behavior.
- C.** The Mayor shall be responsible for maintaining civility, decorum and order throughout the meeting.
- D.** Members of the Avon Town Council shall not communicate between or amongst themselves by text message, e-mails or other forms of electronic communication during a Council meeting.
- E.** Members of the Avon Town Council shall promptly disclose and announce the sending or receipt by a Council member of a text message, e-mail or other form of electronic communication during a Town Council meeting, to or from any person, for any such communication that concerns a matter on the Town Council agenda for that meeting.

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

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

- A. The Mayor shall determine the agenda in consultation with the Town Manager. The Town Council may direct items to be included on an agenda. Individual Council members may contact the Mayor to request inclusion of a matter on an agenda. The Mayor shall consult with the Town Manager and exercise discretion to determine if the matter should be included on the agenda as a discussion item or an action item.
 - B. After roll call, the Council shall approve the agenda by motion by a majority of the quorum present with any additions or deletions Council deems appropriate.
 - C. The Council may take action by motion at any time during a meeting to schedule discussion or action items on a future agenda which shall be scheduled by Town Staff.
 - D. Noticing for action items and public hearings shall be in accordance with applicable law.
- IV. Motions:** All official Town Council actions are initiated by motion. These following rules and procedures apply to motions. There are two basic motions: action motions and procedural motions. Only one action motion may be on the floor at a time. A procedural motion may be proposed, discussed and acted upon when an action motion is on the floor or at any other time.
- A. **Basic Motion:** The basic motion to take action is stated as, “I move to” Every motion requires a second. Once a motion is made no further discussion can continue until a second is made to support the motion.
 - B. **Discussion:** All Council members have the right to discuss the motion on the floor. Discussion cannot be concluded unless (1) all Council members present consent or (2) a majority of Council members present approve a procedural motion to “Call the Question” and end debate.
 - C. **Withdraw a Motion:** The maker of a motion may choose to withdraw the motion at any time prior to the vote on the motion and may interrupt a speaker to withdraw the motion and consent of the Council member who seconded the motion is not required. The motion is immediately withdrawn; however, the Mayor may then ask the Council member who seconded the withdrawn motion and any other Council member if such Council member wishes to make the motion.
 - D. **Amendment to Motion:** Any Council member may request an amendment to a pending motion. The maker of the pending motion and Council member who seconded the motion must consent to the proposed amendment. Any Council member may also propose a substitute motion to a pending motion which also requires consent of the maker of the pending motion and the Council member who seconded the pending motion.
 - E. **Procedural Motion:** A procedural motion may be made at any time and may impose or modify any procedural rule provided that such procedure is not in conflict with the Avon Home Rule Charter, any ordinance adopted by the Town, or any applicable state law. Procedural motions require a majority vote of the quorum present.
 - F. **Motion to Call the Question or End the Discussion:** A motion to “call the question” (also known as a motion to end the discussion) is a procedural motion to end debate and discussion. A motion to call the question cannot be made until each Council member has had at least one reasonable opportunity to ask questions and express his or her opinion on the matter. Once a motion to call the question is made and seconded, it shall be the Mayor’s discretion to allow any further discussion on such procedural motion for the

purpose of clarifying any technical, procedural or legal issue related to the procedural motion. A motion to call the question requires a majority vote of the quorum present. Once a motion to call the question is approved, the pending action motion on the floor must be voted upon promptly or, if no action motion is pending, the Mayor shall proceed to the next agenda item.

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

V. Meeting Conduct

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

VI. Public Comments: Council agendas shall include a general item labeled “Public Comment” near the beginning of all Council meetings. Members of the public who wish to provide comments to Council greater than three minutes are encouraged to schedule time in advance on the agenda and to provide written comments and other appropriate materials to the Council in advance of the Council meeting. The Mayor shall permit public comments during

any agenda item and may limit public comment to three minutes per individual, which limitation may be waived or increased by a majority of the quorum present.

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

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

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



TOWN OF AVON, COLORADO
AVON REGULAR MEETING MINUTES FOR TUESDAY, MARCH 28, 2017
AVON TOWN HALL, ONE LAKE STREET

1. A CALL TO ORDER & ROLL CALL

Mayor Fancher called the meeting to order at 5:05 p.m. A roll call was taken and Council members present were Scott Prince, Jake Wolf, Matt Gennett, Amy Phillips, Megan Burch and Sarah Smith Hymes. Also present were Town Manager Virginia Egger, Town Attorney Eric Heil, Police Chief Greg Daly, Recreation Director John Curutchet, Public Works Director Gary Padilla, Assistant Town Manager/Finance Director Scott Wright, Executive Assistant to the Town Manager Preston Neill and Town Clerk Debbie Hoppe.

2. APPROVAL OF AGENDA

Start time: 00:25

Councilor Phillips requested the addition of an executive session item pursuant to C.R.S. §24-6-402(4)(f) for the purpose of discussing a personal matter. Council agreed to the addition.

3. MEETING PROCEDURES FOR THE MEETING OF MARCH 28, 2017

Start time: 01:14

Mayor Fancher reviewed the meeting procedures.

3.1. ACTION ITEMS

- PRESENTATION OF ITEM
- PUBLIC COMMENT – 3 MINUTE LIMIT ALLOWED TO EACH PERSON WISHING TO SPEAK, UNLESS MAJORITY OF COUNCIL AGREES TO A LONGER TIME
- COUNCIL DISCUSSION
- MOTION
- COUNCIL DISCUSSION
- VOTE

3.2. WORK SESSION & PRESENTATION ITEMS

- PRESENTATION OF ITEM
- PUBLIC COMMENT – THREE (3:00) MINUTE LIMIT ALLOWED TO EACH PERSON WISHING TO SPEAK, UNLESS MAJORITY OF COUNCIL AGREES TO A LONGER TIME
- COUNCIL DIRECTION
- VOTE

4. PUBLIC COMMENT – COMMENTS ARE WELCOME ON ITEMS NOT LISTED ON THE FOLLOWING AGENDA

Start time: 02:43

Michael Cacioppo commented regarding the public comment restrictions. Eric Heil, Town Attorney, responded that in 2014 the Town adopted the “Avon Town Council Simplified Rules of Order” which states council agendas shall include a general item labeled “Public Comment” near the beginning of all Council meetings. The Mayor may permit public comments during any agenda item provided that such invitation does not hinder the ability of Council to conduct official Town business in an efficient manner. Council wanted to add clarity that public comments would be allowed on every item and would



TOWN OF AVON, COLORADO
AVON REGULAR MEETING MINUTES FOR TUESDAY, MARCH 28, 2017
AVON TOWN HALL, ONE LAKE STREET

be limited to 3 minutes.

Michael Cacioppo asked if there was a complaint filed against the Town by Danita Dempsey, and if so, why members of the public do not have the right to see it. Eric Heil, Town Attorney, responded that anything that has to do with Town employees is a personnel matter and the Town does not disclose that information.

5. PRESENTATIONS

Start time: 10:06

5.1. POLICE DEPARTMENT PRESENTATIONS (POLICE CHIEF GREG DALY)

5.1.1. DEPARTMENT PRESENTATION

5.1.2. SWEARING IN OF DETECTIVE TOBY BALDWIN AND NEW POLICE OFFICERS ERIC BENSON AND JOHN MACKEY

5.1.3. PRESENTATION OF AWARDS

Greg Daly, Police Chief, presented an update on the Avon Police Department and its activities and accomplishments during FY 2016.

Agustina Del Hoyo and Maggie Chavez commented on what a great experience the Latino Citizen Police Academy was and recommended it to others.

6. WORK SESSION

Start time: 59:00

6.1. LIQUOR LICENSING WORK SESSION (TOWN ATTORNEY ERIC HEIL)

Eric Heil, Town Attorney, provided a general overview of the Avon Liquor Authority responsibilities and procedures. Council agreed the current process is working well and did not see a need to change anything.

6.2. REVIEW OF TOWN COUNCIL AND PLANNING AND ZONING COMMISSION COMPENSATION TO CONSIDER CHANGES (EXECUTIVE ASSISTANT TO THE TOWN MANAGER PRESTON NEILL)

Start time: 72:19

Buz Reynolds, Avon resident, presented the item to Council.

Councilor Phillips asked what the value is for the medical coverage that Council members are offered. Virginia Egger, Town Manager, responded it depends on your demographic, as it is approximately \$24,000 per year for a family and \$8,000 per year for a single person.

Mayor Fancher and Mayor Pro Tem Smith Hymes expressed their appreciation to Buz Reynolds for suggesting an increase.

Councilor Gennett expressed that he is comfortable with the current compensation for the role and he thinks the pay is comparable with other towns.



TOWN OF AVON, COLORADO
AVON REGULAR MEETING MINUTES FOR TUESDAY, MARCH 28, 2017
AVON TOWN HALL, ONE LAKE STREET

Michael Cacioppo commented that the public should decide if Town Council is to receive increased compensation.

Council provided direction to leave Council compensation as is. Council also provided direction to staff to prepare an ordinance increasing the stipend for Planning and Zoning Commission members to \$100 per meeting.

6.3. EAGLE COUNTY AGING WELL STRATEGIC PLANNING GROUP (PAT NOLAN)

Start time: 109:00

Pat Nolan and Carly Rietmann presented the Aging Well Community Planning Initiative.

The goal of the initiative is to create systems that allow Eagle County older adults to independently age in place, improve quality of life and reduce health care costs.

Mayor Fancher recommended adding the Aging Well link to the Town website.

7. PROCLAMATION FOR MAYOR AND COUNTY RECOGNITION DAY FOR NATIONAL SERVICE (MAYOR JENNIE FANCHER)

Start time: 129:36

Bridget Bradford and Susie Davis presented information about Mayor and County Recognition Day for National Service. They described the importance of national service and how AmeriCorps and Senior Corps programs have had a positive impact on communities and, overall, have made many communities better places to live. Mayor Jennie Fancher read aloud the Mayor and County Recognition Day for National Service Proclamation.

8. ACTION ITEMS

Start time: 138:40

8.1. PUBLIC HEARING SECOND READING OF ORDINANCE 17-04, BUSINESS LICENSE CHANGES, SALES TAX DEFINITIONS, PANHANDLING (TOWN ATTORNEY ERIC HEIL)

Mayor Fancher opened the public hearing and there were no comments.

Councilor Gennett moved to approve Ordinance No. 17-04 Amending Avon Municipal Code Sections 3.08.010; 3.08.040; 3.28.020; 5.04.010; and 9.16.050 on second and final reading. Councilor Phillips seconded the motion and it passed with a vote of 6 to 0. Councilor Wolf recused himself from the vote.

8.2. REVIEW AND ACTION TO FUND AVON REGIONAL TRANSIT FACILITY DOOR REPAIRS FROM THE CAPITAL PROJECTS FUND CONTINGENCY LINE ITEM (TOWN ENGINEER JUSTIN HILDRETH)

Start time: 142:24

Councilor Phillips asked if damage was done to the doors or if it had not been spec'd as robustly as they should have been. She also asked what was missed at the time of design and



TOWN OF AVON, COLORADO
AVON REGULAR MEETING MINUTES FOR TUESDAY, MARCH 28, 2017
AVON TOWN HALL, ONE LAKE STREET

construction. Justin Hildreth, Town Engineer, responded it should have been a beefier system. Virginia Egger, Town Manager, responded “We may be looking at a different door system.”

Councilor Burch moved to approve the transfer of \$55,000 from the 2017 Capital Projects Fund Contingency line item to the ARTF Garage Doors Repair Project. Councilor Phillips seconded the motion and it passed unanimously.

8.3. ACTION ON NOTICE OF AWARD FOR THE NOTTINGHAM PARK RESTROOM REMODEL (TOWN ENGINEER JUSTIN HILDRETH)

Start time: 146:37

Councilor Wolf moved to authorize issuance of the Notice of Award for the Nottingham Park Restroom Remodel Project contract to Hess Contracting, Inc. in the amount of \$303,517. Councilor Burch seconded the motion and it passed with a vote of 6 to 1. Councilor Prince voted no.

8.4. COUNCIL PRIORITIZATION OF SPECIFIC PROGRAMS AND PROJECTS FROM THE CLIMATE ACTION PLAN FOR THE EAGLE COUNTY COMMUNITY (PLANNING DIRECTOR MATT PIELSTICKER)

Start time: 153:34

Councilor Wolf left meeting at 8:06 p.m. and returned at 8:21 p.m.

Town Staff presented an Implementation Schedule for programs and projects from the Climate Action Plan for the Eagle County Community and the Council’s adopted Strategic Plan. Items related to transportation and mobility, commercial buildings, residential buildings and waste reduction are outlined in the Schedule, with most actions to reduce GHG programmed for implementation in the next one to three years.

Council agreed that a definite number is needed to authorize an agreement with CLEER Colorado Building Energy Navigator for an emissions monitoring program.

Mayor Pro Tem Smith Hymes moved to approve the Implementation Schedule presented in Attachment 1. Councilor Gennett seconded the motion and it passed unanimously.

8.5. MARCH 14, 2017 MEETING MINUTES (TOWN CLERK DEBBIE HOPPE)

Start Time: 196:00

Mayor Pro Tem Smith Hymes moved to approve the March 14, 2017 meeting minutes. Councilor Phillips seconded the motion and it passed unanimously.

9. WORK SESSION

Start time: 196:32

IMPLEMENTATION OF THE MARKETING PLAN - COUNCIL SCHEDULE FOR COFFEE TALKS AND TOWN BOOTHS (EXECUTIVE ASSISTANT TO THE TOWN MANAGER PRESTON NEILL)



TOWN OF AVON, COLORADO
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AVON TOWN HALL, ONE LAKE STREET

Council discussed ways to engage residents. Mayor Fancher did not think the town booths at special events last summer were successful. Councilor Wolf disagreed he said several people supported the Town Booths. Mayor Pro Tem Smith Hymes suggested setting up a booth at City Market. Councilor Phillips suggested hosting a Coffee Chat in the Green Room after Yoga on the Pavilion.

Direction was provided to staff to invent a schedule for "Coffee with Council" and offer it to Council members to get things started.

10. MAYOR & COUNCIL COMMENTS & MEETING UPDATES

Start time: 208:45

Mayor Fancher said Saturday, May 13th will be Town Clean-Up Day and the Google Transit Map is only a few weeks out.

Councilor Burch said a request has come in for a proclamation honoring the "Month of the Young Child" to be read on Wednesday, April 12th.

Councilor Wolf sent condolences to the Chandler family for their loss. He also congratulated Stan Zemler, Vail Town Manager, on many years of service.

11. EXECUTIVE SESSION for a discussion of a personnel matter under C.R.S. §24-6-402(2)(f) and for a conference with the Town Attorney for the purpose of receiving legal advice related to the personnel matter under C.R.S. §24-6-402(2)(b).

Mayor Fancher moved to convene into Executive Session for a discussion of a personnel matter under C.R.S. §24-6-402(2)(f) and for a conference with the Town Attorney for the purpose of receiving legal advice related to the personnel matter under C.R.S. §24-6-402(2)(b). Councilor Phillips seconded the motion and it passed with a vote of 7. The time was 8:38 p.m.

Council convened into Executive Session at 8:53 p.m.

Executive Session ended at 11:02 p.m.

Council reconvened into regular session at 11:02 p.m.

12. ADJOURNMENT

There being no further business to come before the Council, Mayor Fancher moved to adjourn the regular meeting. The time was 11:02 p.m.



TOWN OF AVON, COLORADO
AVON REGULAR MEETING MINUTES FOR TUESDAY, MARCH 28, 2017
AVON TOWN HALL, ONE LAKE STREET

These minutes are only a summary of the proceedings of the meeting. They are not intended to be comprehensive or to include each statement, person speaking or to portray with complete accuracy. The most accurate records of the meeting are the audio of the meeting, which is housed in the Town Clerk's office, and the video of the meeting, which is available at www.highfivemedia.org.

RESPECTFULLY SUBMITTED:

Debbie Hoppe, Town Clerk

APPROVED:

Jennie Fancher
Sarah Smith Hymes
Jake Wolf
Megan Burch
Matt Gennett
Scott Prince
Amy Phillips



WRITTEN REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Preston Neill, Executive Assistant to the Town Manager
Date: April 11, 2017
Topic: Town Clean-Up Day

OVERVIEW:

The Town of Avon held its inaugural Town Clean-Up Day event in May, 2016, and this year's event will be held on Saturday, May 13. The event will be the culmination of Avon Clean-Up Week, from May 8 – 12, a yearly initiative that gives residents the opportunity to throw away unwanted materials, including large items such as washers, dryers and furniture. Citizens during the week are able to call Public Works for pick-ups. The aim of Saturday's clean-up is for "community trash pickup" around the Town. The purpose of this written report is to provide Council with details about the Town's second annual Town Clean-Up Day.

RECOMMENDED APPROACH:

The clean-up will begin at 9:00 a.m. and the focus will be on volunteers cleaning up the community and businesses cleaning up around their establishments. The Town will be divided into seven sections and each Council member will be asked to captain a specific section. The seven sections and the recommended captains for each section are as follows:

SECTION	RECOMMENDED CAPTAIN
WEST BEAVER CREEK BOULEVARD	COUNCILOR JAKE WOLF
NOTTINGHAM PARK, LAKE STREET & MAIN STREET MALL	MAYOR PRO TEM SARAH SMITH HYMES
HURD LANE/EAGLEBEND DRIVE/RAILROAD	COUNCILOR AMY PHILLIPS
AVON ROAD/TOWN CORE	MAYOR JENNIE FANCHER
NOTTINGHAM ROAD/SWIFT GULCH ROAD	COUNCILOR MEGAN BURCH
WILDRIDGE/WILDWOOD	COUNCILOR SCOTT PRINCE
POST BOULEVARD/TRAEER CREEK	COUNCILOR MATT GENNETT

Town advertising and press releases will let volunteers know where to meet a respective captain. Volunteers who want to be assigned to a section will be informed through advertising to meet at the Nottingham Pavilion at 9:00 a.m. Upon arrival, volunteers will be given trash bags, reflective vests and a voucher for a free lunch at 12:00 p.m. at the Nottingham Pavilion. Volunteers will be able to set full trash bags curbside, as Avon Public Works staff will make periodic loops around Town to retrieve and dispose of the filled bags.

Staff will again work with Union Pacific to seek approval, as was granted last year, to clean-up the right-of-way on May 13th.

THANK YOU LUNCH:

The volunteer thank you lunch will be held on the terrace of the Nottingham Pavilion, beginning at 11:30 a.m. A staff member will man the entrance to the terrace, where volunteers may turn in their lunch voucher and gain access to the lunch. Tables and chairs will be set out and a local DJ will be on hand to liven up the atmosphere. The logistics of what will be served for lunch and who will be providing the food items are being pursued.

POTENTIAL SPONSORS:

Staff is looking to have a variety of materials and equipment, such as trash bags, plastic gloves and dumpsters, donated for this year's event, as well as partnership for the free lunch.

GETTING THE WORD OUT:

A concerted effort will be made to make as many residents as possible aware of Avon Clean-Up Week and the Town Clean-Up Day event. Staff plans to promote the event in the following ways:

Flyer & Ads – Staff will create a flyer for the May 8 – 12 and May 13 clean-up events and distribute it to businesses around Town. The flyer will be turned into an ad and it will run on a half-page of the Vail Weekly during the week of April 28. Also, a quarter-page ad will run in the Vail Daily on May 8, May 10 and May 12. Information about the event will be included in the Town's bi-weekly, half-page, "Town News" ad that will run on April 10, April 24, and May 8. Staff will submit photos with captions to the Vail Daily's Town Talk.

Press Releases – A press release about Avon Clean-Up Week and the Town Clean-Up Day event will be sent out April 28. A reminder press release solely about the clean-up event will be submitted a couple of days before the event.

Social Media – Staff will post the flyer to the Town's social media accounts and periodically post reminders about the event.

Calendars – The event will be added to the following calendars:

- Town of Avon website calendar
- Everything Vail Valley calendar (feeds the Vail Daily's calendar)
- Vail Valley Partnership calendar
- Colorado Calendar of Events
- Town of Avon Facebook event calendar

VMS Boards – VMS boards will be placed at the intersection of Metcalf Road and Wildwood Road, as well as the intersection of West Beaver Creek Boulevard and Lake Street. Both portable boards, as well as the stationary board at Walgreen's, will be programmed with slides promoting the event.

FINANCIAL IMPLICATIONS:

The 2017 Budget has \$2,000 allocated for this event.

FEEDBACK REQUESTED:

Staff is seeking feedback and any questions from Council related to the format for this year's Town Clean-Up Day event.



TOWN COUNCIL REPORT

To: Honorable Mayor Jennie Fancher and Avon Town Council
From: Virginia C. Egger, Town Manager
Date: April 11, 2017
Agenda Topic: *Town Avon 2017-2018 Strategic Plan – 1st Quarter Status Report*

SUMMARY:

Resolution 17-03 adopted the *Town of Avon 2-017-2018 Strategic Plan*. To provide timely and comprehensive reporting on the status of Council direction in the *Strategic Plan*, please find attached the *1st Quarter State Report*, which details efforts, over the period, on the prioritized strategies in the plan.

I believe the Council will find that the *Strategic Plan* is an effective guide for staff, and, thereby, for the community to bring focus, funding and work direction to meet the near and longer term vision and needs of the Town of Avon. The *Strategic Plan*, of course, does not account for all direction by the Town Council or unforeseen needs or opportunities and activity for staff work or Council agenda items, but does set forth major undertakings through the two year planning horizon.

Significant success in most Tier 1 priorities are summarized in the *Report*, with work progressing as staff resources are available on Tier 2 and on-going strategies. Please let me know if you would like more detailed information on the Update.

ATTACHMENT:

Town of Avon 2017-18 Strategic Plan - 1st Quarter Status Report

TOWN OF AVON
2017-2018
STRATEGIC PLAN UPDATE

1st QUARTER STATUS REPORT



Adopted by the Avon Town Council

Resolution 17-03, Series of 2017
February 14, 2017

Purpose of the *Strategic Plan*

The *Strategic Plan* is developed and adopted to guide decision-making and provide the structure for ensuring investments and programs reflect Council priorities in achieving the vision and adopted plans of the Town of Avon. This work of the Council has been done since 2013, when the Town's first *Strategic Plan* was developed and adopted at regular Council meetings, with meeting notice.

In July of 2015, the Town Council provided the opportunity for residents and businesses to identify the most important issues in the Town through civic engagement outreach at open houses. The outreach was specific to the development of a community survey, which was distributed to all residential households and businesses in Avon on August 3, 2015. Results were presented to Council on September 22, 2015. The results have aided the Council in identifying priorities over the next several years and have provided information as to other methods to engage the public in the vision and strategic planning of the Town.

The *Strategic Plan* is updated each year to reflect dynamic change, as may be needed, and to present to the Avon community the important work planned by the Town over the planning period.

- The following section presents the *Strategic Plan Vision*, which provides a dynamic overview describing the way of life in Avon, the values the community holds and serves as a comprehensive statement regarding the focus and directed outcomes of the Town's work.
- From the *Strategic Plan Vision*, four key outcomes have been identified to set the prioritized work of the Town. The four outcomes, with successes, challenges and strategies to achieve each vision are detailed, resulting in a *Strategic Plan*.
- Once the *Strategic Plan* is adopted, a budget is prepared to meet the multi-year program, followed by each department submitting a business work plan to the Town Manager identifying the timing and process for implementing each strategy. Progress on the work plans are monitored to ensure outcomes are met.

Strategic Plan Vision

“... To provide a high quality of life, today and in the future, for a diverse population, and to promote their ability to live, work, visit and recreate in the community.”

TOWN OF AVON COMPREHENSIVE PLAN, REVISED MARCH - 2008

The Town of Avon, surrounded by natural beauty, is today **a strong community, which will maintain a focus on families and workers, and that will build on its strengths** to become a nationally and internationally recognized **year-round mountain resort community**. Committed to providing a high level of municipal services for our citizens and visitors, and the **stewardship of our natural resources**, Avon will **expand its cultural, recreational and educational offerings** in partnership with our broader community and regional public and private sector agencies, thereby ensuring **sustained economic vitality and a vibrant community experience**.

Recent resort-oriented accommodations projects in Avon are of a higher standard than the Town attracted at its founding and in its early years. **It is this superior level of quality development** that Avon believes will be its **comparative advantage in the future**, and, therefore, will work to attract and promote these types of developments by ensuring Town **plans and incentives are constructed in a manner which provides the development community clear and timely information**; and by steadfastly maintaining a professional and solution-oriented municipal business.

The Town will continue to **value and support our full-time and part-time resident population by providing an exceptional level of municipal services** and by working to **retain existing businesses** as the Town seeks to **expand its retail and commercial base**, while fostering our sense of community through both our spirit and the built environment. The importance of vibrancy and activity within the Town will be supported by **attracting an array of new and diverse cultural and recreational events to Avon which are in concert with the values of our community** and serve to nurture a cohesive sense of place and public.

It is the Town of Avon’s elected officials and staff **commitment to fiduciary responsibility**, effectiveness and efficiency in providing government services and a practiced belief in **open and transparent governance** that will lead the successful implementation of this vision for the growth and development of Avon.

Strategic Plan

Fiscal Years 2017-18

SUPPORT A STRONG COMMUNITY, BUILDING ON STRENGTHS AS A YEAR-ROUND MOUNTAIN RESORT COMMUNITY

The Town will continue to value and support our community through a strong and diverse economy, attentive to business retention and proactively partnering with the private sector to expand Avon's retail and commercial base. The Town's commitment to planning for future growth; openness to new community development trends; and, recognition of private property interests and the costs of doing business with the Town, sets forth a dynamic relationship for the successful construction of the built environment and business growth.

RECENT SUCCESSES

MEDICAL OFFICE BUILDING TCO/CO - ELEMENTARY SCHOOL STREET SAFETY IMPROVEMENTS - DEVELOPMENT OF E/WBC BLVD WALKABILITY DESIGN TEST & FINAL PLAN - WAYFINDING SIGNAGE - BUS SHELTER CONSTRUCTION - MARKETING PLAN COMPLETED - WILDRIDGE LOT SPLIT REGULATION UPDATE

CURRENT CHALLENGES

SHORTAGE OF AFFORDABLE LOCAL HOUSING FOR WORKERS & SENIORS - FEW HOUSING OWNERSHIP OPPORTUNITIES - CHANGING DEMOGRAPHICS OF THE SKI INDUSTRY & INCREASED COMPETITION

STRATEGIES

Tier 1 Priorities

- Update the *Comprehensive Plan* for recommendation by the Planning and Zoning Commission for Council adoption. **Recommended by PZC for adoption on April 4, 2017; before Town Council for adoption on April 11th**
- Upon adoption of the *Comprehensive Plan*, identify and prioritize which municipal and/or land use codes should be revised to fully implement the *Plan*, including but not limited to a re-evaluation of the Alternative Equivalent Compliance regulation to include a stronger nexus, with specific metrics for performance to the *Climate Action Plan and Avon's Housing Vision and Philosophy* **Tentatively scheduled for work session on May 30th**
- Develop a Town of Avon neighborhood housing vision and philosophy statement to guide decisions of the Town Council in retaining and/or developing housing projects, including Tiny Home site locations **Added to Comprehensive Plan Update**
- Develop diverse options for local working housing through partnerships **On-going**
- Invest in multi-modal improvements prioritizing walkability and bicycle use on streets, with transit, parking and wayfinding
 - Bid and construct approved E/WBC Boulevard walkability plan in one or two phases depending on cost **In process, as directed by Council**
 - Complete walkability plan for the remainder of the Avon core as an initial phase of the development of a comprehensive parking and multi-modal transportation plan. Include the East Benchmark Boulevard/Beaver Creek Place road section to the intersection with Beaver Creek Boulevard, as part of the Avon core. **In process, with LSC, consultant to the Town**
 - Fully support Avon transit as a key element of a walkable community, including funding of a Town late night transit loop; testing taxi, dial-a-ride or transportation network company (e.g., Uber)

services for low-ride routes, including Wildridge and West Beaver Creek Boulevard west of Lake Street, and a Tippy Taxi program; stay attentive to the potential role of autonomous cars **In process: Wildridge and night service pilot program completed; deviated service loop provided for WBCB, Tippy Taxi to be researched later this year**

- Determine funding for a Town of Avon internal late night bus **Funded through April 25th; Council action will be requested at that meeting for continuation of service**
- Participate in ECO initiatives such as late night bus service to serve workers, a Tippy Taxi program, and transit consolidation **Participating in ECO TDP effort**
- With consultant services, prepare master land use plans for Tract G, Lot 5 and Swift Gulch, building on the Stan Clauson Associates, November, 2015, initial plan. In the Tract G planning, evaluate expansion of the Recreation Center and a parking garage. Ensure increase access to the Eagle River and utilization of the river is included in the planning. Engage a citizen committee to serve as a stakeholder group for consideration of the relocation of the Hahnwald Barn, Blacksmith Shop and Cabin in the Town of Avon. The planning will be an inclusive process with the greatest civic engagement from the initial meetings through Planning and Zoning Commission recommending action and Council adoption hearings. **Im process: Public meeting process launched on April 5th**
- Evaluate the tiers of the Avon water tap fee to ensure that the fee accounts fairly for residential home sizes. **No action at this time**
- Work with local merchants on a bike sharing program and begin to work progressively with the Union Pacific Railroad to allow railbikes within the Avon Town limits **Bike share pilot program now being researched for July 1 start; in partnership with Eagle County adding railbikes to County list of Union Pacific issues list**
- Analyze the current Real Estate Transfer Tax primary exemption of \$160,000 as a mechanism to increase affordable opportunities for homeownership in Avon to support employee housing shortages for Avon businesses. **In process: Retaining consultant to provide analysis**

Tier 2 Priorities

- Evaluate the formation of a special improvement district to improve the facades of the Avon Center, Comfort Inn, First Bank, and other properties along E/W Beaver Creek Boulevard, including but not limited to landscaping, streetscape and beautification programs. Include development of public spaces in the district assessment. **No action at this time**
- Map railroad right-of-way and Town easements to evaluate transportation options **Map received; no other action at this time**
- Support Town Council efforts to develop a Sister City relationship **Will proceed once direction is provided**
- Assess with the Union Pacific Railroad and communities adjacent to the rails, opportunities for a cross-country ski track from Edwards to Minturn **In process: In partnership with Eagle County adding railbikes to County list of Union Pacific issues list**

On-going

- Work proactively with the owners of vacant commercial property to find leaseholders and/or redevelopment projects and, when appropriate, 1) Utilize Urban Renewal Authority tax increments generated from the existing district or in a potential new Urban Renewal Authority district, and/or 2) Other economic development incentives including tax rebates, zoning amendments, etc.

- Maintain a strong partner relationship with the Avon business community, developers, Vail Valley Partnership and the Vail Leadership Institute/Vail Centre
- Support the efforts of the Avon Business Association, when appropriate
- Be aware and proactive in Town projects, programs and day-to-day work in the support, retention and development of inclusive neighborhoods, with specific attention to the needs and opportunities for the Avon Elementary School, such as hosting the spring graduation
- In the Town's Swim Program, when appropriate, include Homestake Elementary students in Avon's school programs
- Present the updated Town website at a Town Council meeting once completed
- Throughout the year, Liaison Appointees and Town Manager will meet with respective principals for developments in the Town of Avon to discuss current issues, development needs and opportunities

Strategic Plan

Fiscal Years 2017-18

PRESERVE & ENHANCE THE NATURAL ENVIRONMENT

Maintaining a strong foundation for the stewardship of Avon’s natural resources is a top commitment by the Town. Avon will promote sustainability through the funding of programs and projects to protect the Town’s and the regions clean waters and clean air.

RECENT SUCCESSES

UERWA UNALLOCATED POLICY ADOPTED – WATER ORIENTATON FOR TOWN COUNCIL – WILDFIRE COORDINATION WITH ERFPD FOR HOMEOWNER OUTREACH – MOUNTAIN STAR FUNDING AGREEMENT -

CURRENT CHALLENGES

POTENTIAL COLORADO WATER COMPACT CALLS & SHORTAGES - WILDFIRE POTENTIAL - POTENTIAL LONG-TERM DROUGHT IMPACTS - EAGLE RIVER PROTECTION - CLIMATE CHANGE - RESOURCE COST ESCALATION

STRATEGIES

Tier 1 Priorities

- With the Avon Town Council’s adoption of the *Climate Action Plan for the Eagle County Community*, develop an implementation plan for the specific goals of the plan, including but not limited to maximization of the heat recovery system **Council adoption on March 28, 2017**
- Amend the Town’s landscape code to more effectively replace vegetation which has been removed **In process**
- With the expertise of the UERWA, develop outdoor landscape guidelines/regulations to reduce water use and off-site impacts, such as fertilizer run-off, which can affect the Eagle River **No action yet taken**
- Assess the Town's public tree stock in the park and in right-of-ways for timely replacement **In process**
- Proactively ensure trees on public and private property do not host and spread viruses; remove dead trees with a well-developed landscape program **In process**
- In planning for the new Police Station and Town Hall, adopt a paperless strategy to reduce waste and support files, etc. **In process**
- Consider legislation to end the use of plastic bags and non-compostable take-out containers by retailers and restaurants in the Town of Avon **In process: Planned for Council work session on May 9th**
- Take the lead role in working with the UERWA to assess and potentially partner with the Aspens Mobile Home Village to improve and/or replace the property’s water distribution system to eliminate water loss **In process**

Tier 2 Priorities

- Consider adopting a “pay-as-you-throw” refuse system and evaluate franchise agreements for waste haulers **In process: On Mayor/Managers next meeting agenda**
- Develop a plan to improve the visual gateway and corridor along I-70 **In process: Council work session held and direction given to staff**

On-going

- Partner with Eagle County and its political jurisdictions to implement the *Eagle County Climate Action Plan*
- Participate as a member of the Urban Run-off Group to evaluate and support, as appropriate, needed Eagle River improvements

Strategic Plan

Fiscal Years 2017-18

DEVELOP INCLUSIVE & DIVERSE ECONOMIC, EDUCATIONAL, RECREATIONAL & CULTURAL OPPORTUNITIES

The importance of vibrancy and activity within the Town will be supported by partnering with existing special events and attracting an array of new and diverse cultural, educational and recreational events to Avon, which meet the Town's brand and are in concert with the values of our community and serve to nurture a cohesive sense of place and public.

RECENT SUCCESSES

MAIN STREET MALL/PAVILION DIVERSE EVENT & FESTIVAL ACTIVATION - MAIN STREET MALL COMPLETION & ACTIVATION COMPLETION OF REGIONAL TRAIL AND METCALF CLIMBING LANE - EXPANSION OF MOBILE CART PROGRAM AND FOOD TRUCK PROGRAM AT NOTTINGHAM PARK - PLAYGROUND DESIGN COMPLETED WITH CITIZEN COMMITTEE - MARKETING PLAN COMPLETED - TRAILS MASTER PLAN UPDATED

CURRENT CHALLENGES

IDENTIFYING & NURTURING A DIVERSE & SUSTAINABLE YEAR-ROUND SCHEDULE OF CULTURAL EVENTS - SUMMER REVENUE, WHEN MEASURED BY SALES TAX, LAGS WINTER RECEIPTS

STRATEGIES

Tier 1 Priorities

- Prepare, with consultant services, a GOCO grant to relocate and upgrade the Harry A. Nottingham Park Playground; with successful funding and grant match construct the new *Destination Jump, Splash, Learn* playground. **Completed and grant awarded!!**
- Continue to solicit, develop and fund, in partnership with qualified producers, a diverse program of vibrant arts, educational, cultural and recreational offerings at the Pavilion & Mall, as directed through the annual Town Council review of all offerings. In particular, seek to add live theater as a desired multi-day or evening festival. Expand use of the Pavilion in shoulder seasons to local band productions, which are low key and low budget, such as a battle-of-the-bands or open mike nights. **In process**
- Implement the adopted *Avon Recreational Trails Plan* as prioritized and adopted by the Avon Town Council, as soon as possible; pursue construction grants **ARTAG recommendations will be presented to Town Council in May**
- Pursue a Colorado Creative Arts District designation; budget and retain qualified consultant for development of a Strategic Plan, and, as needed, implementation of the plan **Staff attending conference in May, strategic plan to be developed thereafter**
- Rebuild Eagle River Whitewater Park and seek to engage the Vail Valley Foundation in an activation program **Fall rebuild; VVF not yet contacted**

Tier 2 Priorities

- Build photo monuments around the commercial core to memorialize Avon's history **In process**
- Evaluate a Scientific and Cultural District to provide funding to Walking Mountains educational programming and Avon's cultural activities **No action yet taken**

- Identify locations for the installation of outdoor percussion instruments, including pianos, and fund in the Capital Projects Fund, when feasible **Pianos on Parade in progress, percussion instruments recommended funding in 2018 budget**

On-going

- When approving Town funded or supported festivals and events which offer alcoholic libations, require that the sponsoring non-profit is an Avon community grant recipient or locally based nonprofit.
- Evaluate the pros and cons of the Town of Avon using its liquor licenses as allowed for events at a *Municipal Arts and Cultural Facility*, which may include the Main Street Mall, new town hall, Harry A. Nottingham Park and the Avon Pavilion
- Support regional World Class events and the Walking Mountains School
- As appropriate, share the results of the *Community Survey* with potential business interests in terms of types of businesses and services desired in Avon
- Maximize the grant resources available through potential sources available such as through the Office of Economic Development and International Trade, including its new Outdoor Industry Recreation Office; a Scientific & Cultural Facilities District, and Department of Local Affairs
- Ensure a valley-wide events calendar is maintained through the Vail Valley Partnership
- Be creative in activating the Town public ways with ideas such as bicycle pedal bars or a railroad trolley car
- Schedule Council civic engagement opportunities at the Pavilion Green Room

Strategic Plan Fiscal Years 2017-18

PROVIDE A RESPONSIVE, CUTTING-EDGE & EFFECTIVE GOVERNMENT

Ensure that Town government is managed and operated as a competitive business and in a manner which is client-focused and solution-oriented, meeting the highest standards of fiduciary responsibility, implementing best practices, and using Town resources effectively and efficiently in each department. Provide for the development of capital projects, which support the community-resort economy, and promote the Town brand through a five-year capital investment plan, utilizing appropriate funding mechanisms such as pay-as-you-go, new mill levy and/or current tax receipt long-term debt. Support a work culture that is flexible, innovative and resilient to change

RECENT SUCCESSES

COUNCIL STRATEGIC PLAN ADOPTED – POLICE STATION DESIGNED & BALLOT ISSUE FOR FUNDING APPROVED – PURCHASE OF NEW TOWN HALL - BALANCED BUDGETS/RESERVES MAINTAINED - CIVIC ENGAGEMENT PROGRAMS - EXPENDITURE SAVINGS - DEFERRED MAINTENANCE FUNDING

CURRENT CHALLENGES

CIVIC ENGAGEMENT, OUTREACH CHALLENGES - LABOR FORCE COMPETITION - COMPETING FOR GRANTS FOR PUBLIC PROJECTS

STRATEGIES

Tier 1 Priorities

- Complete construction of the new Police Station at the Public Safety Facility and staff relocation **In process**
- With Design Committee oversight, complete construction of the new Town Hall and staff relocation **In process**
- Expand the participation in the Second Annual Town Clean-up Day with earlier marketing and community picnic after the completion of the clean-up **In process; program on April 11th agenda**
- Implement the Marketing Plan's 2017 priorities: 1) Pool marketing resources among departments for cross promotion and integrated communication; 2) Develop partnerships with local and regional businesses to keep these entities updated on Town priorities and activities; 3) Continue Town Council festival booth outreach, host coffee chats and create stand-alone displays; 4) Evaluate 2016 wayfinding investments and expand for the visitor/resident experience; 5) Create a regional media strategy; 6) Focus social media by audience; and 6) Rebrand transit **All in process except regional work**
- Monitor and adjust as needed the comprehensive community swim program initiated on November 1, 2016 at the Avon Recreation Center **in process**
- Participate in the Mountain Connect broadband community; develop a program to ensure fiber is proactively developed in Avon as growth occurs **Staff is working with Vail Wireless, on proposal for Town Council consideration**
- Identify location(s) and cost(s) for the development of one or more dog parks in Avon or nearby in partnership with Eagle-Vail **Included in Town-owned properties study**

Tier 2 Priorities

- In a collaborative work group, with Eagle County, its municipalities and major metropolitan districts, review Eagle County's revenues and expenditures apportionment **Information received from Eagle County; Town analysis will be prepared by same consultant evaluating RETT**
- Plan and budget for the development of Lot 5, in the Five Year Capital Improvements Plan, including adding a reserve line item for an equipment and vehicle storage facility and future office space **To begin in 2018 budget**
- Invite Walking Mountains to evaluate biosphere enhancements to the northwest corner of Nottingham Lake **No action taken; will follow Tract G master plan adoption**

On-going

- Maintain Town infrastructure, including all buildings, roads, parks, preserves and trails; appropriating deferred maintenance funds as required, and seeking long term debt approval, when appropriate
- Provide strategic Council leadership, consistently practicing open and transparent government
- Maintain and consistently evaluate a strong civic engagement program, including ad hoc committees, a triannual community survey, volunteerism program, etc.
- Maintain fund balances, contingency and reserves to guarantee a fiscal position that is resilient to economic fluctuations; transfer surplus funds to capital projects
- Continue to develop annual department work plans, which are measurable and maintain accountability
- Hold annual or bi-annual sessions in joint meeting settings with government partners
- Upgrade the Town Hall Sound System, if improvements are transferable to the new Town Hall
- Host a *Ski with the Police Day* at the Beaver Creek Resort as part of Avon's Resort/Police Department agreement
- Seek a *naming* sponsor for the Avon Performance Pavilion