



Tuesday, May 14, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

*This agenda and the meetings can be viewed at www.Townofeagle.org.
Times listed are approximate and are subject to change.*

6:00 PM - REGULAR MEETING CALLED to ORDER and ROLL CALL

ADOPTION OF AGENDA *(Opportunity for amendment or deletions to this evenings agenda.)*

PUBLIC COMMENT - *Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person per topic unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to sign in.*

OPEN PUBLIC HEARING - Reserve at Hockett Gulch Annexation and Planned Unit Development - File#: AN 18-01 and PUD18-02. *Must be open for One Hour.*

PRESENTATIONS - 10 Minutes

1. Cooper Gould, Fulbright Award Selection

CONSENT AGENDA - 5 Minutes *Consent agenda items are routine Town business, items which have received clear direction previously from the board, final land use file documents after the public hearing has been closed, or which do not require board deliberation. (5 Minutes)*

1. Minutes
2. Bill Pay
3. Resolution 22-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Establishing The Economic Vitality Committee

TOWN MANAGER AND DEPARTMENT UPDATE - 10 Minutes

1. Town Manager Update
2. Department Update
3. River Park, NV5 John Usery

LIQUOR LICENSE AUTHORITY - 15 Minutes

1. Pickups Pizza LLC Request for Beer and Wine License at 422 McIntire Ste. 1

PUBLIC HEARING QUASI JUDICIAL HEARING - 15 Minutes

1. File# SU19-01 Special Use Review for 304 Wall Street *(Notice of Withdrawal)*

2. Reserve at Hockett Gulch Annexation and Planned Unit Development - File#: AN 18-01 and PUD18-02. *(Request for Continuance)*
3. EXECUTIVE SESSION: Executive Session pursuant to C.R.S. sections 24-6-402(4)(b) and (e) to receive legal advice on specific legal questions, and to develop a strategy and instruct negotiators regarding Red Mountain Ranch and Reserve at Hockett Gulch annexation agreements.

OLD BUSINESS - 60 Minutes

1. Ordinance 10-2019 An Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado Adopting A Public Safety Impact Fee For New Development, Brandy Reitter, Town Manager
2. Ordinance 11-2019 An Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado, Authorizing The Creation Of Entertainment Districts In The Town Pursuant To C.R.S. § 44-3-301(11) And Establishing Application Procedures For Certification Of Promotional Associations To Operate Common Consumption Areas Within Entertainment Districts Town Clerk, Police and Events
3. Ordinance 14-2019 An Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving The Haymeadow Filing 1 Final Plat And Haymeadow Subdivision Improvements Agreement

NEW BUSINESS - 30 Minutes

1. Ordinance 12-2019 An Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado Amending Title 6 Of The Eagle Municipal Code By The Addition Of A New Chapter 6.05 Requiring A Special Event Permit For Certain Activities Affecting Town Property, Jeremy Gross Marketing & Events Manager
2. Resolution 26-2019 Eagle River Park and Fairgrounds Use Agreement

CLOSE PUBLIC HEARING - Reserve at Hockett Gulch Annexation and Planned Unit Development - File#: AN 18-01 and PUD18-02.

BOARD DISCUSSION AND FUTURE AGENDA ITEMS - 10 Minutes

1. Mobile Vendor Permit Proposal, Brandy Reitter Town Manager

9:00 PM - ADJOURN

I hereby certify that the above Notice of Meeting was posted by me in the designated location at least 24 hours prior to said meeting.



Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI - TOEG – townofeagle2019

All—

Cooper Gould received phenomenal news this evening. He has been selected for a Fulbright award to Switzerland. Cooper—[1] a double major in Mechanical Engineering and Mathematics and [2] future laureate of the John V. Roach Honors College—is the first ever TCU student to win a Fulbright award to Switzerland. He is the third TCU student to receive final notification in 2019. More specifically, Cooper's award is a research award that will allow him to work with Professor François Avellan in his Laboratory for Hydraulic Machines at the Swiss Federal Institute of Technology Lausanne (EPFL).

Cooper's project title is Morphing Airplane Winglet: Design, Analysis and Test of Structural & Mechanical Subsystems. More specifically, a winglet, whose sole purpose is to keep high-pressure air below the wing and low-pressure air on top of it, is the upright flap that exists on airplane wingtips. Current winglets are motionless; however, Cooper will research and develop a morphing winglet – capable of moving to maximize lift and minimize drag for a given aircraft speed and orientation. Cooper's research at EPFL will investigate the mechanics and hydraulics of a morphing winglet through an iterative design, build and test process. Cooper's research builds off his Honors thesis in Engineering and is also informed by his work with NASA, where he interned last summer.

Beyond frequent collaboration with EPFL students, Cooper will spend time working with Fondation Hirondelle. Based in Lausanne, this nonprofit provides information to populations faced with crisis, empowering millions by providing avenues with which to share their story. Cooper also hopes to become involved with the International Olympic Committee as it synergizes his love for sports with global collaboration. Both endeavors provide a platform for Cooper to connect with, learn from, and give to the Swiss people.

After completing his Fulbright, Cooper plans to resume his education upon returning to the US. He plans to pursue his love for spaceflight by pursuing a master's degree in Aerospace Engineering. Moreover, Cooper would love to continue interning at NASA's Jet Propulsion Laboratory, hopefully leading to full-time employment.

The Fulbright Program aims to increase mutual understanding between the people of the United States and the people of other countries. You will be joining the flagship international educational exchange program sponsored by the U.S. government, alongside many distinguished figures around the world. Fulbright alumni have become heads of state, judges, ambassadors, cabinet ministers, CEOs, and university presidents, as well as leading journalists, artists, scientists, and teachers. They include 59 Nobel Laureates, 82 Pulitzer Prize winners, 71 MacArthur Fellows, 16 Presidential Medal of Freedom recipients, and thousands of leaders across the private, public and non-profit sectors. Since its inception in 1946, more than 380,000 "Fulbrighters" have participated in the Program.

This is awesome news for TCU; it gives evidence of not only Cooper's work ethic and talent, but also the dedication of TCU's faculty and staff—many of whom supported his application—in preparing him for this experience.

Within the next few days, as she has with our previous two Fulbrighters, Ola Bodurka will publish a designed image with Cooper's college affiliations on social media for everyone at TCU to share.

GO FROGS and CONGRATS Cooper!



**Town Board of Trustees
Tuesday, April 23, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO**

This agenda and the meetings can be viewed at www.Townofeagle.org. Meetings are also aired online at <https://vimeo.com/channels/Townofeagle/>.

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6:00 PM - REGULAR MEETING CALLED to ORDER and ROLL CALL

Mayor Pro Tem Brubeck called the meeting to order at 6:01 PM

TRUSTEES PRESENT

Kevin Brubeck, Mayor Pro Tem
Scott Turnipseed
Paul Witt
Mikel "Pappy" Kerst
Andy Jessen

TRUSTEES ABSENT

Anne McKibbin, Mayor

STAFF

Brandy Reitter, Town Manager
Rob Huss, Town Attorney
Bill Shrum, Assistant to the Town Manager
Dawn Koenig, Administrative Assistant
Carrie McCool Interim Town Planner
Jill Kane, Finance Director/Treasurer
Bryon McGinnis, Public Works Director
Deron Dirksen, Utility Manager
Jeremy Gross, Marketing and Events Manager

ADOPTION OF AGENDA There were no changes to the agenda.

PUBLIC COMMENT - Mayor Pro Tem Brubeck opened Public Comment for items not on tonight's agenda.

Paul Gorbald of W 95 Double Hitch said that the last month and one week his trust in the town has been eroded. The ability of town staff to provide consistent information has been lacking, he said. He said the town has really let him down in the past month. Town staff understanding of the Town Code is disappointing. He said he is looking to the Board of Trustees to provide guidance to staff on code issues and work with business owners and constituents. He said it is frustrating when code is not applied consistently across permitting and licensing processes. Gorbald said that outside business owners are treated differently.

Mayor Pro Tem Brubeck thanked Gorbald for his comments and asked him to be involved with the land use code rewrite process by participating on a citizens committee. Gorbald said he thinks we can do better as a town.

Mayor Pro Tem Brubeck closed Public Comment.

CONSENT AGENDA

Trustee Turnipseed said Resolution 24-2019 was revised slightly. Town Utility Manager Deron Dickerson described the changes that were made.

Mayor Pro Tem Brubeck mentioned a typo in the minutes that needed correction.

1. Minutes April 9, 2019
2. Resolution 24-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Accepting The Improvements Installed At The Sylvan Lake Roundabout And To Reduce The Performance Guarantee And Authorize Release Of Funds Held In Escrow (Eagle Landing at Brush Creek), Fred Tobias Town Engineer Report same

MOTION: Trustee Turnipseed motioned to accept the consent agenda with the above comments. Motion was seconded and passed with a vote of 5 in favor and 0 opposed.

TOWN MANAGER AND DEPARTMENT UPDATE - 10 Minutes

1. Town Manager Update

Town Manager Brandy Reitter gave an update on open space trail closures. She said that there will be Home rule public outreach events taking place in the near future.

She noted that policy issues that need to be addressed outside of the land use code rewrite such as a parking fee in lieu and parking impact fees would have to be contracted out as staff has limited time resources. Reitter said that there are funds available for these efforts if the Board would like to move forward on them.

Reitter said that Elevate Eagle is holding pop up community outreach events next week in areas around town.

She reported that all 9 participating jurisdictions have signed the THOR agreement.

Mayor Pro Tem Brubeck asked about a plan for electrical inspection services now that SAFEbuilt is backing out of the area. Reitter said that the Town of Gypsum is offering a cost share agreement to provide electrical inspection services for Eagle.

Trustee Turnipseed asked about the Alpine Art Wall. Reitter said they are figuring out logistics. She said that 19 people attended the kick off meeting that took place last night.

2. Eagle River Park, NV5 John Usery
John Usery said that it is just over a month until the ribbon cutting ceremony. A lot of landscaping activity will be happening in the next month. He thanked Marketing and Events Manager Jeremy Gross for organizing a volunteer effort to plant willow trees along the river banks at the water park.

PUBLIC HEARINGS - QUASI JUDICIAL HEARING - 20 Minutes

Mayor Pro Tem Brubeck opened file S18-01.

Haymeadow Subdivision, Filing 1 Final Plat – File#: S18-01

Carrie McCool presented a background of the file and mentioned what was discussed at the last hearing for this file.

She entered into the record a letter from Ellen Bodenheimer that was received earlier in the day.

Mayor Pro Tem Brubeck opened files PUD18-01 and AN17-01. 6:17PM

McCool gave a brief overview of the file. McCool stated that what the Board is being asked to approve now is the final plat for the entire development and the Subdivision Improvement Agreement for the first subdivision. She said that this is only the first filing and there will be more to come as the development moves forward.

McCool presented the 3 standards of approval for a subdivision and described the staff recommended conditions of approval. She noted that the file has been noticed and sent out for referral as required. McCool reviewed the nature of concerns that were raised with comments received from the public. She noted that staff has been working with the applicant since Planning and Zoning Commission approval on wildlife issues. McCool stated that Colorado Parks and Wildlife was contacted, and they did not have any objections to the final plat. She said the applicant has agreed to continue to work with CPW throughout the development process.

McCool stated that staff is recommending approval of the file with the 5 conditions outlined in the staff report as well as approval of the SIA.

QUESTIONS: Trustee Turnipseed asked for clarification on the real estate transfer assessment. He said that the town is supposed to get 2/10 of 1% of the transfer assessment as stipulated in the ADA. Trustee Turnipseed said he wants to have an enforcement mechanism in the declarations to ensure this is applied. Project representative Rick Pylman said that he could address this concern.

Turnipseed asked about the letter submitted by Ellen Bodenheimer. Regarding the soft surface trail, he asked if the applicant has agreed to make that change.

McCool said that she met with Ellen Bodenheimer and another concerned citizen to discuss the options for trail modifications they would like to see. She said that what they were asking for would require an amendment to the PUD and would have to go through a public process. McCool stated that it would be up to the land owner to agree to go through that process. Town Public Works Director McGinnis said that the trail in question is paved for other reasons such as maintenance of sediment ponds as well.

Rick Pylman said the real estate transfer fee stipulation is part of the HOA declarations and will be submitted to the town for review and approval as indicated in condition 2. He said that the HOA covenants will be amended from time to time, however, it will include language that ensures the section of the covenants that covers the transfer tax cannot be changed without approval from the town. He also said that the amount is actually 6/10 of 1%. Trustee Turnipseed thanked Pylman for clarifying this stipulation.

Pylman presented a depiction of the trail in question. He said that he has been talking to CPW about changing the trail in some future areas to better accommodate wildlife. He noted that they are willing to

do this, but since it would require an amendment to the PUD, they would seek some relief from the town to simplify the process.

Pylman thanked town staff for their time and efforts in reviewing this file. He introduced some of the applicant team members present at the meeting.

Pylman also noted that some of the conditions of approval require work before the final plat is recorded.

Trustee Turnipseed asked what happens if staff and the applicant do not agree on items that still need to be worked out as stipulated in the conditions. Town Attorney Rob Huss said that the file will have to come back to the Board for approval. Turnipseed asked who on town staff will determine that the conditions have been satisfactorily met. Reitter said planning and public works staff will make that determination.

PUBLIC COMMENT: Mayor Pro Tem Brubeck opened the floor to public comment. No public comments were given.

DELIBERATION: Mayor Pro Tem Brubeck said that he would like to focus on conditions, specifically, the conditions that were added after the Planning and Zoning Commission last heard the file. McCool stated that those items have been addressed. No Trustees had comment or questions on any of the 5 conditions.

Trustee Turnipseed thanked Pylman and the rest of the applicant team for their efforts.

MOTION: Trustee Witt made a motion to approve file S18-01 with the conditions as recommended by staff finding that it meets the standards of approval. Trustee Jessen seconded, and the motion passed with a with a vote of 5 in favor and 0 opposed.

MOTION: Trustee Witt made a motion to approve the Subdivision Improvement Agreement for Filing 1. The motion was seconded and passed with a with a vote of 5 in favor and 0 opposed.

1. Red Mountain Ranch - File #: PUD18-01/AN17-01/S18-02 (Request to continue to May 28, 2019 Town Board Meeting)

MOTION: Trustee Jessen motioned to continue the file at 7:17 PM. Trustee Witt seconded, and the motion passed with a vote of 5 in favor and 0 opposed.

OLD BUSINESS - None

NEW BUSINESS - 20 Minutes

1. Resolution 22-2019, "A Resolution of the Board of Trustees of the Town of Eagle, Colorado Establishing the Economic Vitality Committee" Bill Shrum, Assistant to the Town Manager
Assistant to the Town Manager, Bill Shrum presented details on proposed resolution. He said that this proposal will combine the goals of promoting economic vitality and community outreach. Shrum said that based on his research, this resolution is considered best practice. He said that staff is asking the Board to review the initial proposal and provide feedback and direction on what they would like to see from this committee.

QUESTIONS:

Trustee Witt asked how this is different from the Chamber of Commerce Business Advocacy Council and wondered if efforts are being duplicated.

Bill Shrum said that the key strength of this proposed committee will be that it is codified and will have direct interaction with town administration and the Board. He said this is a group ordained by the TBOT and they will make recommendations to the Board on behalf of the town, not from a particular group or interest perspective. This committee would report to the TBOT twice a year, Shrum said. Trustee Witt asked what authority this board would have to enter into agreements or do anything other than make recommendations to the TBOT. Town Manager Reitter said that this would be an advisory board, so they do not have any authority. She said that the TBOT could elect to give them a budget.

Trustee Turnipseed said that before moving forward, it would be good to have some of the perimeters of the committee outlined in the resolution. He also said he would like to ensure that a TBOT member serves on the committee. Mayor Pro Tem Brubeck said this is addressed in the bylaws.

Trustee Jessen said that he thinks it is worth a shot and would not hurt anything and noted that there are some names misspelled in the documents.

Mayor Pro Tem Brubeck said that it would be important to have members on the committee who are not self-serving.

Bill Shrum said that he is simply asking for direction to come back with a final version of a resolution.

Trustee Witt said that he had a slight concern about the stipulation that the Town Manager must provide staff resources and funds. He would like it to read that the Town Manager may make resources available at his or her discretion.

Mayor Pro Tem Brubeck thanked Shrum for his efforts.

Shrum thanked the members of the community for their involvement.

2. Resolution 23-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving A Cooperative Intergovernmental Agreement For Use Of The 800 Mhz System In The Eagle River Valley, Joey Staufer, Chief of Police
Town Manager Reitter said that in the packet there is an IGA for use of this system. The last time reviewed was 2000 and updated in 2010. They wanted to update the bylaws and how the agencies would cooperate.

MOTION: Trustee Turnipseed made a motion to approve the Resolution. Trustee Jessen seconded. All voted in favor with a vote of 5 in favor and 0 opposed.

BOARD DISCUSSION AND FUTURE AGENDA ITEMS - 10 Minutes

Trustee Witt thanked Public Works director Bryon McGinnis for getting work done on Sylvan Lake Road in a timely manner.

Trustee Turnipseed said that he had an idea that he wanted to run by the board to somehow get young

people involved in the government process. Mayor Pro Tem Brubeck said that he thought it was an excellent idea. Trustees Witt and Kerst agreed.

Trustee Jessen said he attended the Art Wall meeting last night and asked how many applicants for the committee were received. Town Manager Reitter said that she will check with the consultant but that they were looking for at least seven members. He said he is looking forward to this process moving forward and would like to see public art in other areas of the town. He also said that he had an idea for beer with a Trustee similar to the public meetings with the Mayor and Town Manager.

Trustee Turnipseed asked about the Art Wall and if the town could not come to an agreement with Alpine Lumber, is there enough Right of Way to build something in front of the shed. Reitter said that she believes that the land is owned by CDOT. Trustee Jessen asked what Alpine Lumber would need to do to tear down the existing shed and rebuild. Reitter said they would go through the standard building permit and sign permit process.

ADJOURN 7:20 PM

Trustee Kerst made a motion to adjourn. Motion was seconded and passed with a vote of 5 in favor and 0 opposed. The meeting adjourned at 7:20 PM.

APPROVED:

Kevin Brubeck, Mayor Pro Tem

Jenny Rakow, CMC Town Clerk

BILL SCHEDULE**APRIL 2019****General Government**

Meritain Health	Health Insurance	1,508.01
OG Printer	Office Supplies	89.63
Sandy's Office Supply	Office Supplies	8.04
Cable & Stand	Equipment (Non-Capital)	23.21
Verizon Wireless, Bellevue	Utility Services	52.71
Colorado Mtn. News Media	Professional Services	11.65
Hoffman, Parker, Wilson & Carberry PC	Legal - General	7,647.50
Executech Utah LLC	Computer Support	127.89
Limelight Hotel	Travel Expense	506.67
Owashi	Meeting Expense	53.39
Red Canyon Café	Meeting Expense	31.07
Colorado Creative Industries	Tuition & Books	307.37
Northwest Colo Council of Govt	Tuition & Books	25.17
Eagle River Watershed Council	Community Requests	250.00
Total General Government		\$ 10,642.31

General Administration

Union Pacific Railroad Company	Other Prepaid Expenses	400.00
Colorado State Treasurer	State Unemployment Payable	2,261.47
Hartford, The	Disability Insurance	1,570.53
Meritain Health	Health & Life Ins. Payable	59,990.74
Colorado Department Of Revenue	Garnishment	600.00
Becerra Galvez, Monica	Facility Usage Deposit Payable	375.00
Olivas, Mariela	Facility Usage Deposit Payable	375.00
Johnson, William	Building Permit Fees Refund	3,333.56
Amazon Refund	Miscellaneous	-415.69
Eagle Municipal Court	Miscellaneous	65.00
Meritain Health	Health Insurance	3,682.55
Amazon	Office Supplies	35.98
American Assoc of Notaries	Office Supplies	28.63
Amsterdam Printing	Office Supplies	271.27
Lewan & Associates	Office Supplies	98.00
Sandy's Office Supply	Office Supplies	45.59
Rakow, Jenny	Equipment - Supplies	99.00
American Assoc of Notaries	Communication & Transportation	6.64
Amsterdam Printing	Communication & Transportation	30.28
US Postal Service	Communication & Transportation	13.38
Colorado Mtn. News Media	Legal Notices	350.29
Aardvark	Dues & Subscriptions	37.28
AICPA	Dues & Subscriptions	262.9
Colorado Department of State	Dues & Subscriptions	9.56
International Inst. Of Mun. Clerks	Dues & Subscriptions	170.00
Mail Chimp	Dues & Subscriptions	71.7
Wells Fargo Rewards	Dues & Subscriptions	71.7

General Administration (Cont.)

Century Link	Utility Services	1,144.63
Chase Paymentech	C.C. Transaction Fees	7.44
Xpress Bill Pay	C.C. Transaction Fees	606.04
Hoffman, Parker, Wilson & Carberry PC	Legal	175.50
Caselle, Inc.	Computer Support	2,031.00
Executech Utah LLC	Computer Support	276.55
Forward Tech Solutions, LLC	Computer Support	2,200.00
Keystone Resort	Travel	47.8
Keystone Resort	Tuition & Books	763.84
Lewan & Associates	Copier Contract	746.32
US Bank Equipment Finance	Copier Contract	374.70
Total General Administration		\$ 82,214.18

Community Development

Meritain Health	Health Insurance	2,010.68
Signature Signs Inc	Office Supplies	5.50
Staples	Office Supplies	25.99
Supplies-Amazon-Binders & Dividers	Office Supplies	25.79
Amazon	Equipment (Non-Capital)	97.34
APA Colorado	Legal Notices	47.8
Mountain Careers	Legal Notices	75.52
Project Management Institute	Dues & Subscriptions	132.88
Verizon Wireless, Bellevue	Utility Services	120.59
J.S. Lengel And Associates Inc	Professional Services	2,700.00
Logan Simpson	Professional Services	10,701.75
McCool Development Solutions, LLC	Professional Services	8,442.50
Icon Engineering Inc	Planning Reimbursable	1,225.00
Resource Engineering Inc	Planning Reimbursable	475.75
Hoffman, Parker, Wilson & Carberry PC	Legal	47.70
Executech Utah LLC	Computer Support	213.79
Zoom Video Communications	Computer Support	14.33
Brush Creek Saloon	Meeting Expense	75
City Market	Meeting Expense	18.14
Pickup Pizza	Meeting Expense	102.24
Safebuilt Inc.	Contract Services	4,650.00
Project Management Institute	Tuition & Books	334.6
Lewan & Associates	Copier Contract	107.65
US Bank Equipment Finance	Copier Contract	374.71
Total Community Development		\$ 32,025.25

Municipal Court

Meritain Health	Health Insurance	150.80
Amazon	Office Supplies	11.05
Sandy's Office Supply	Office Supplies	80.98
Steggall, Rhonda	Office Supplies	9.09
Carlson & Carlson, Attorneys At Law PC	Legal	1,500.00
Executech Utah LLC	Computer Support	11.00
Technovia Consulting	Computer Support	220.50

Municipal Court (Cont.)

CMJA	Tuition & Books	100.00
Ace Security And Safety Services LLC	Contract Payments	144.00
High Country Copiers	Copier Contract	5.76
Total Municipal Court		\$ 2,233.18

Streets

Meritain Health	Health Insurance	4,725.11
Cintas Corporation	Office Supplies	24.93
Quill Corporation	Office Supplies	36.49
Alpine Lumber Co.	Repair & Maintenance Supplies	190.25
Century Equipment Company, Inc.	Repair & Maintenance Supplies	9.44
Econo Sign & Barricade LLC	Repair & Maintenance Supplies	1,686.57
Ewing Trucking And Construction LLC	Repair & Maintenance Supplies	3,230.53
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	27.00
Lawson Products	Repair & Maintenance Supplies	184.29
Mid-American Research Chemical	Repair & Maintenance Supplies	147.00
United Rentals (North America) Inc	Repair & Maintenance Supplies	12.87
Wear Parts & Equip Co, Inc	Repair & Maintenance Supplies	508.60
Wylaco Supply Co	Repair & Maintenance Supplies	464.26
Transwest Trucks	Vehicle Repair & Mtn Supplies	174.66
Two Valley Tire LLC	Vehicle Repair & Mtn Supplies	682.15
Wylaco Supply Co	Vehicle Repair & Mtn Supplies	10.99
Eagle Sinclair	Gas & Oil	71.91
Fleet Services	Gas & Oil	2,144.59
Century Equipment Company, Inc.	Communication & Transportation	14.70
Hobbs Excavating	Communication & Transportation	2,227.50
Lawson Products	Communication & Transportation	15.39
Century Link	Utility Services	925.19
Holy Cross Energy	Utility Services	2,511.16
Verizon Wireless, Bellevue	Utility Services	88.78
Union Pacific Railroad Company	R.R. R-O-W Lease Agreement	100.00
Castleton Masonry	Repair & Maintenance Services	7,260.00
Eagle County Solid Waste & Recycling	Repair & Maintenance Services	2,843.51
Safety-Kleen Corp.	Repair & Maintenance Services	281.28
Two Valley Tire LLC	Repair & Maintenance Services	35.00
Vasquez Concrete Inc	Repair & Maintenance Services	1,510.00
Executech Utah LLC	Computer Support	81.72
Cirsa	Insurance	25,638.92
Total Streets		\$ 57,864.79

Public Safety

Meritain Health	Health Insurance	12,265.17
Amazon	Office Supplies	94.72
Sandy's Office Supply	Office Supplies	107.12
Vista Print	Office Supplies	19.55
Amazon	Operating Supplies	152.56

Public Safety (Cont.)

Summit Sign	Operating Supplies	310.85
Walmart	Operating Supplies	80.28
5.11 Tactical	Uniforms	267.65
Axon Enterprise, Inc.	Uniforms	64.00
Auto Zone, Inc	Vehicle Repair & Mtn Supplies	58.99
Glenwood Springs Ford	Vehicle Repair & Mtn Supplies	19.60
Olesen Automotive Services	Vehicle Repair & Mtn Supplies	44.00
Eagle Sinclair	Gas & Oil	46.75
Fleet Services	Gas & Oil	1,867.00
Amazon	Equipment & Supplies - Grants	325.97
Chief Supply	Equipment & Supplies - Grants	653.9
Dj's & Dahlias	Equipment & Supplies - Grants	57.36
Federal Express Corp.	Communication & Transportation	11.30
A.L.E.R.T/S.A.M.	Dues & Subscriptions	80.00
Century Link	Utility Services	752.04
Novus Autoglass	Repair & Maintenance Services	230.00
Olesen Automotive Services	Repair & Maintenance Services	25.00
White Water Express Carwash	Repair & Maintenance Services	36.52
Executech Utah LLC	Computer Support	97.19
Technovia Consulting	Computer Support	1,984.50
Best Western	Travel	95.59
Buhlman, Carrie	Travel	57.04
Gaspard, Colleen	Travel	174.00
Hertz	Travel	229.18
Java Lava Café	Travel	22.9
Maverick's Grille	Travel	36.82
Northwest Parkway Toll Road	Travel	2.87
Sanders, Joshua	Travel	39.65
United Airlines	Travel	166.92
Wendy's	Travel	8.68
Northside Coffee & Kitchen	Meeting Expense	65.77
Buhlman, Carrie	Meeting Expense	41.57
Gaspard, Colleen	Training & Travel - Grants	200.48
Mindful Badge	Training & Travel - Grants	315.48
Amazon	Tuition & Books	53.47
Course For Anger.com	Tuition & Books	81.26
ISAE Education	Tuition & Books	71.7
Mindful Badge	Tuition & Books	157.74
Eagle County Animal Control	Animal Control	4,063.00
Eagle County 800 MHz Operations	Radio Access	24,989.96
Aspen Hope Center	Detox Center	8,500.00
High Country Copiers	Copier Contract	51.84
Total Public Safety		\$ 59,077.94

Buildings and Grounds

Meritain Health	Health Insurance	3,770.03
Cintas Corporation	Office Supplies	24.93
Quill Corporation	Office Supplies	36.49

Buildings and Grounds (Cont.)

Alpine Lumber Co.	Repair & Maintenance Supplies	130.21
Econo Sign & Barricade LLC	Repair & Maintenance Supplies	37.00
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	40.71
G H Daniels III & Associates	Repair & Maintenance Supplies	34.75
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	26.75
HD Supply Facilities Maint., Ltd.	Repair & Maintenance Supplies	86.98
Native Electric	Repair & Maintenance Supplies	162.00
Pet Pick-Ups	Repair & Maintenance Supplies	720.00
Youngs	Repair & Maintenance Supplies	107.00
Glenwood Springs Ford	Vehicle Repair & Mtn Supplies	291.49
Fleet Services	Gas & Oil	505.04
Supply Works	Janitorial Supplies	796.37
Pet Pick-Ups	Communication & Transportation	95.02
Youngs	Communication & Transportation	24.46
Black Hills Energy	Utility Services	2,761.00
Century Link	Utility Services	1,601.03
Holy Cross Energy	Utility Services	3,088.98
Verizon Wireless, Bellevue	Utility Services	52.60
Jerry-master Janitorial	Janitorial Maint. Contracts	2,158.00
Native Electric	Repair & Maintenance Services	186.00
Sno-White Linen Rental	Repair & Maintenance Services	97.83
Vail Honeywagon	Repair & Maintenance Services	423.00
Venzor Carpet Cleaning	Repair & Maintenance Services	751.68
Executech Utah LLC	Computer Support	77.05
Thyssenkrupp Elevator Corp.	Contract Payments	638.90
Total Buildings and Grounds		\$ 18,725.30

Information Center

Staples	Office Supplies	25.99
Costco	Operating Supplies	14.32
Costco	Equipment - Supplies	95.59
Costco	Supplies For Resale	18.82
Colorado Candy Kitchen	Supplies For Resale	866.52
Mike Luark	Supplies For Resale	470.00
Mountain Sights, Inc	Supplies For Resale	232.20
Derived From Nature	Supplies - Consignment	46.80
Eagle County Historical Society	Supplies - Consignment	190.94
Fried, Mickey	Supplies - Consignment	41.25
Horn, Rena	Supplies - Consignment	17.40
Iglehart, Becky	Supplies - Consignment	7.50
Nature's Details Photography	Supplies - Consignment	169.05
Pamela Saden	Supplies - Consignment	185.25
Pocadot	Supplies - Consignment	61.09
Ramey, Corkie	Supplies - Consignment	2.60
Rick Olsen	Supplies - Consignment	3.38
Selcke, Jim	Supplies - Consignment	3.75
Teresa Hauser	Supplies - Consignment	36.00
Vandusen, Richard	Supplies - Consignment	61.75

Information Center (Cont.)

Williams, Sam	Supplies - Consignment	29.25
Colorado Department Of Revenue	Sales Tax	559.33
Century Link	Utility Services	207.24
Executech Utah LLC	Computer Support	58.39
Total Information Center		\$ 3,404.41

Marketing and Events

Meritain Health	Health Insurance	1,005.34
Amazon	Office Supplies	104.01
Fleet Services	Gas & Oil	39.65
Amazon	Equipment - Supplies	284.89
Federal Aviation Administration	Communication & Transportation	4.78
Spotify	Dues & Subscriptions	10.5
Verizon Wireless, Bellevue	Utilities	52.58
Hoffman, Parker, Wilson & Carberry PC	Legal	507.00
Executech Utah LLC	Computer Support	32.27
Chipotle	Travel Expense	7.77
Flywheel	Marketing - Website	157.74
Go Daddy	Marketing - Website	17.37
PSI Services	Tuition & Books	143.4
Further Faster Media, LLC	Contract Services	3,000.00
10Th Mountain Roller Dolls	Events	500.00
Total Marketing and Events		\$ 5,867.30

Engineering

Meritain Health	Health Insurance	2,044.20
Cintas Corporation	Office Supplies	24.93
Copy Plus	Office Supplies	36.65
Quill Corporation	Office Supplies	133.72
Fleet Services	Gas & Oil	215.51
Verizon Wireless, Bellevue	Utility Services	181.67
Eagle River Watershed Council	Consultant	7,157.50
Executech Utah LLC	Computer Support	65.31
Total Engineering		\$ 9,859.49

TOTAL GENERAL FUND**\$ 281,914.15****CAPITAL IMPROVEMENT FUND**

Johnson, William	Use Tax Refund	13,619.40
Eagle Recreation Facility Advisory Corp	Pool & Ice Maint. Fund	40,000.00
Adamson Police Products	Police Department Equipment	6,265.00
Alpine Arms	Police Department Equipment	918.80
Amazon	Police Department Equipment	728.47
Colo Dept of Revenue	Patrol Vehicles	12.52

CAPITAL IMPROVEMENT FUND (Cont.)

Dana Safety Supply, Inc.	Patrol Vehicles	27,484.00
Super Vacuum Manufacturing Co Inc	Patrol Vehicles	288.89
TOTAL CAPITAL IMPROVEMENT FUND		\$ 89,317.08

WASTE WATER FUND

Johnson, William	Sewer Tap Refund	10,000.00
Meritain Health	Health Insurance	5,070.27
Western Slope Supplies Inc	Office Supplies	14.90
Centennial Equipment Co Inc	Repair & Maintenance Supplies	2,100.00
Grainger	Repair & Maintenance Supplies	64.90
Process Piping Specialties Inc	Repair & Maintenance Supplies	1,320.00
USA Blue Book	Repair & Maintenance Supplies	332.49
Water Technology Group	Repair & Maintenance Supplies	2,467.00
Fleet Services	Gas & Oil	68.76
Centennial Equipment Co Inc	Communication & Transportation	45.21
Federal Express Corp.	Communication & Transportation	233.81
Nextrust Inc	Communication & Transportation	345.74
Process Piping Specialties Inc	Communication & Transportation	69.38
USA Blue Book	Communication & Transportation	23.88
Western Slope Supplies Inc	Communication & Transportation	1.75
Black Hills Energy	Utility Services	4,312.09
Century Link	Utility Services	501.40
Holy Cross Energy	Utility Services	10,237.36
Verizon Wireless, Bellevue	Utility Services	52.60
Veris Environmental LLC	Sludge Disposal	3,371.10
Executech Utah LLC	Computer Support	116.67
Eagle River Water & Sanitation District	Testing & Permits	2,155.00
SGS North America Inc	Testing & Permits	1,012.34
Cirsa	Insurance	25,000.00
Colo Water Resources & Power Dev. Authority	WW Revolving Loan 2010	30,413.18
Colo Water Resources & Power Dev. Authority	Debt Service Interest	8,979.68
TOTAL WASTE WATER FUND		\$ 108,309.51

WATER FUND

Holy Cross Energy	Construction Deposit	35,906.98
Johnson, William	Water Meter Refund	900.00
Johnson, William	Water Tap Refund	9,100.00
Meritain Health	Health Insurance	8,678.61
Cintas Corporation	Office Supplies	24.94
Quill Corporation	Office Supplies	48.49
Fred's Plumbing & Heating Services Inc	Repair & Maintenance Supplies	255.30
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	527.11
Main Equipment	Repair & Maintenance Supplies	72.12
United Rentals (North America) Inc	Repair & Maintenance Supplies	12.87
Wylaco Supply Co	Repair & Maintenance Supplies	53.92
Fleet Services	Gas & Oil	272.88
USA Blue Book	Equipment - Supplies	468.95
Core & Main LP	Meters & Related Items/Resale	14,430.00
Federal Express Corp.	Communication & Transportation	128.14
Nextrust Inc	Communication & Transportation	345.73
USA Blue Book	Communication & Transportation	31.97
Amerigas	Utility Services	144.86

WATER FUND (Cont.)

Century Link	Utility Services	1,995.18
Holy Cross Energy	Utility Services	5,200.56
Verizon Wireless, Bellevue	Utility Services	157.52
Brendle Group Inc	Professional Services	2,697.75
Hoffman, Parker, Wilson & Carberry PC	Legal	925.00
Resource Engineering Inc	Engineering	1,751.00
Fred's Plumbing & Heating Services Inc	Repair & Maintenance Services	2,176.88
Eagle River Water & Sanitation District	Testing & Permits	175.00
SGS North America Inc	Testing & Permits	190.45
Executech Utah LLC	Computer Support	185.44
Browns Hill Engineering	Contract Payments	2,972.00
Lewan & Associates	Copier Contract	384.72
US Bank Equipment Finance	Copier Contract	374.70
Schmueser, Gordon, Meyer Inc.	Violet Lane Water Line	4,802.44
Ground Engineering Consultants	Lower Basin Water Treatment	4,259.00
Holy Cross Energy	Lower Basin Water Treatment	8,023.72
MWH Constructors Inc	Lower Basin Water Treatment	306,992.00
TOTAL WATER FUND		\$ 414,666.23

REFUSE FUND

Nextrust Inc	Communication & Transportation	345.73
Colorado Mtn. News Media	Legal Notices	263.00
Mountain Careers	Legal Notices	75.52
Hoffman, Parker, Wilson & Carberry PC	Legal	741.00
Vail Honeywagon	Contract Services	47,575.38
TOTAL REFUSE FUND		\$ 49,000.63

SALES TAX CAPITAL IMPROVEMENT FUND

Hobbs Excavating	Retainage Payable	76,959.91
Alpine Engineering, Inc.	Design	8,740.56
Architectural Engineering Consultants In	Design	540.00
Copy Plus	Construction	19.80
Hobbs Excavating	Construction	218,745.27
S2O Design & Engineering	Construction	36,256.70
TOTAL SALES TAX CAPITAL IMPROVEMENT FUND		\$ 341,262.24

OPEN SPACE FUND

Meritain Health	Health Insurance	30.16
Bear Saver	Equipment - Supplies	3,035.00
Vail Honeywagon	Repair & Maintenance Services	242.00
Executech Utah LLC	Computer Support	31.13
Mountain Pest Control, Inc.	Weed & Pest Control	490.00
TOTAL OPEN SPACE FUND		\$ 3,828.29

TOTAL		\$ 1,288,298.13
PAYROLL		\$ 266,352.67
GRAND TOTAL		\$ 1,554,650.80



To: Mayor and Town Board of Trustees

From: Bill Shrum, Assistant to the Town Manager

Date: May 10, 2019

Agenda Item: Resolution 22-2019 – Economic Vitality Committee

REQUEST: Staff is requesting that the Board of Trustees make a motion to approve or deny the resolution creating the Economic Vitality Committee.

BACKGROUND:

Resolution 22-2019 was brought to the Board of Trustees on April 23rd for initial review and feedback. This feedback was adopted in the final language of the resolution.

ANALYSIS:

Feedback from the Board of Trustees concerned accurately spelling the names of those nominated for the initial committee. The Board of Trustees also asked for a review of the language in Article VII Section A, asking that “The Town Manager shall make available to the committee adequate facilities, staff assistance, and discretionary funds...” be changed to “The Town Manager *may* make available to the Committee...”. These revisions are reflected in the final resolution.

BUDGET / STAFF IMPACT:

The Town Manager or a designee would serve as an ex-officio member of the committee.

COMMUNITY ENGAGEMENT:

Community stakeholders have helped engage in and advise the entirety of this process.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The Economic Vitality Committee directly engages the community to advance the Town’s Economic Development Goals. Such work directly creates sustainable revenue for the Town, improves the quality

of life for its residents, and creates more opportunities for employment in Town. The Committee structure improves community engagement in Town, maintaining ongoing and substantive dialogue.

RECOMMENDED ACTION OR PROPOSED MOTION:

Recommended action is for the Board of Trustees to approve or deny Resolution 22-2019 creating the Economic Vitality Committee for the Town of Eagle.

ATTACHMENTS:

- Town of Eagle Resolution 22-2019 Establishing the Economic Vitality Commission

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 22
(Series of 2019)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO ESTABLISHING THE ECONOMIC VITALITY COMMITTEE

WHEREAS, on September 26, 2017, the Board of Trustees adopted the Town of Eagle Strategic Plan (the "Strategic Plan") by Resolution No. ____;

WHEREAS, the Strategic Plan sets forth the Town's business values, which are intended to protect and enhance the interests of the residents and businesses in the Town and include providing reliable and cost-effective services, engaging in economic development, applying sound financial management, implementing sound planning and appropriate investments, and practicing transparency and community engagement;

WHEREAS, applying the business values, the Strategic Plan identifies enhancing the financial health of the Town and stimulating economic vitality and development as two major objectives for the future;

WHEREAS, the Board of Trustees has established various committees for the purpose of advising the Board of Trustees concerning matters of importance to the Town;

WHEREAS, the Board of Trustees believes that forming an Economic Vitality Committee will be helpful in determining best practices for achieving the objectives of the Strategic Plan; and

WHEREAS, the Board of Trustees wishes to establish such Economic Vitality Committee and set forth the duties, responsibilities and membership terms of that committee in order to align the Committee's functions with the needs to the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO, AS FOLLOWS:

Section 1. The Board of Trustees hereby establishes the Town of Eagle Economic Vitality Committee, to be governed and ruled by the Town of Eagle Economic Vitality Committee Bylaws, attached hereto.

Section 2. The following individuals are hereby appointed and shall serve as the initial members of the Economic Vitality Committee, with terms commencing on the date of this Resolution and continuing until December 31, 2021, unless earlier removed:

- (a) Mick Daly
- (b) Clark Gundlach
- (c) Stan Kensinger
- (d) Rick Beveridge

(e) Kat Conner

INTRODUCED, READ, PASSED, AND ADOPTED on May 14, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

TOWN OF EAGLE ECONOMIC VITALITY COMMITTEE BYLAWS

ARTICLE I. PURPOSE.

The purpose of the Town of Eagle Economic Vitality Committee (the "Committee") is to provide additional expertise to the Board of Trustees and the Town Manager necessary to enhance and facilitate economic development in the Town, and to act as a catalyst between the Town, developers, residents and the business community to expand and improve the Town's economic climate within the context of the Town's commitment to social and environmental objectives.

ARTICLE II. MEMBERS.

A. Number; Term. The Committee shall consist of not more than 5 voting members appointed by the Board of Trustees to 2-year terms. Other non-voting members of the Committee shall consist of a Trustee, the Town Manager and other appropriate Town staff. Voting members of the Committee shall be residents of the Town, own real property or own a business within the Town or employed within the Town limits in order to be eligible for appointment. Voting members may be reappointed by the Board of Trustees but shall serve no more than 3 successive 2-year terms.

B. Application; Appointment. The Town Manager shall establish an application process for prospective Committee members, including public notice. The Town Manager shall then present a list of candidates to the Board of Trustees from qualified applicants. The Board of Trustees may interview some or all of the applicants and may consider recommendations made by current Committee members. The Board of Trustees shall then vote on the appointment of members by written ballot, with such ballots being tallied by the Town Clerk, followed by a motion to appoint the highest vote-getters and a voice vote on that motion. The written ballots shall include the name of the person voting and shall be public records, as required by the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*

C. Removal. Committee members may be removed by a majority vote of the Board of Trustees for neglect of duty, conflict of interest or malfeasance in office, after notice and an opportunity to be heard.

D. Vacancies. Vacancies shall be filled in the same manner as appointments.

ARTICLE III. OFFICERS.

A. Chair. The Committee shall be led by a Chair, who shall be elected by the voting members of the Committee at the Committee's first meeting of each calendar year. The Chair shall be responsible for scheduling and leading the Committee meetings and activities.

B. Other Officers. The Committee shall elect a Secretary at the same time and in the same manner as it elects a Chair. The Committee may elect a Vice-Chair through the same method, who shall assume the duties of the Chair in the Chair's absence.

C. Committee Coordinator. The Committee shall appoint one of its voting members as the Committee Coordinator, who shall act as a liaison between the Committee and the Board

of Trustees and Town Manager. The Chair, Secretary or Vice-Chair may serve concurrently in the role of Committee Coordinator.

ARTICLE IV. AUTHORITY AND DUTIES.

A. Authority. The Committee is authorized to take any of the following actions, consistent with its purpose:

1. Make recommendations to the Board of Trustees regarding economic development programs and priorities which may help strengthen Town and business partnerships and attract new business;
2. Promote economic vitality and business development in the Town; and
3. Encourage development which provides employment opportunities for existing and future residents and provides for a diverse and stable economic base.

B. Duties. In exercising its Authority, the Committee shall perform the following duties:

1. Present a semi-annual written report to the Board of Trustees on the ongoing projects under review by the Committee;
2. Provide input to the Town Manager regarding provisions of the Town's Building Code or Land Use Code which may hinder economic development;
3. Formulate and evaluate new economic development strategies and policies in furtherance of the economic development goals adopted by the Board of Trustees;
4. Review planned economic proposals and proposed developments in the Town, upon request by the Town Manager; and
5. Perform any other activities related to economic vitality that could promote a positive economic environment in the Town or will help with the implementation of the Town's economic and strategic business plan, as assigned by the Board of Trustees or Town Manager.

ARTICLE V. PARTNER ORGANIZATIONS.

To encourage collaboration, the Committee shall have partner organizations whose representatives may also participate in Committee meetings in a non-voting, advisory manner. There shall be no limit to the number of partner organizations invited to attend and participate in the Committee's meetings.

ARTICLE VI. MEETINGS.

A. Public Meetings. All Committee meetings shall be open to the public, and noticed as required by the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.* Upcoming agendas shall be posted on the Town's website.

B. Regular Meetings. Regular meetings shall be held monthly at the Eagle Town Hall, unless determined by a majority vote of the Committee as necessary and appropriate to meet at another location. The Chair may cancel any regular meeting when there is no business to be conducted by the Committee.

C. Special Meetings. Special meetings may be called by the Chair or upon written request of 3 members of the Committee filed with the Secretary. The purpose of the meeting shall be stated at the time of the request.

D. Minutes. Action minutes shall be kept for all Committee meetings. Approved minutes shall be posted on the Town's website.

E. Quorum. A majority of the total number of members then holding office shall constitute a quorum of the Committee for purposes of conducting business, and a majority vote of those present shall be necessary to carry any proposition.

ARTICLE VII. EXPENSES.

A. Staff Assistance. The Town Manager may make available to the Committee adequate facilities, staff assistance and discretionary funds to assist with the administrative functions and expenses of the Committee.

B. Budget. Upon request of the Committee, the Board of Trustees may budget a portion of funds for administrative costs associated with the Committee's duties or meetings. The Committee Coordinator shall work with the Town Manager as needed to propose a Committee budget to the Board of Trustees in a similar format as other Town Departments. Use of funds budgeted for the Committee may be reviewed and discussed by the Committee, but no formal action is required by the Committee regarding budgeting or use of such funds.

ARTICLE VIII. AMENDMENTS.

These Bylaws may be amended by resolution of the Board of Trustees in its sole discretion.

ARTICLE IX. SEVERABILITY.

If any part, section, subsection, sentence, clause or phrase of these Bylaws is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE X. DISSOLUTION.

The Committee may be dissolved by resolution of the Board of Trustees in its sole discretion.



To: Mayor and Board of Trustees

From: Brandy Reitter, Town Manager

Date: May 14, 2019

Re: Town Manager Report

Administration & Organization

The Community Development Director recruitment effort was unsuccessful. Our top two candidates decided that they didn't want to make the move at this time as the reason. We have advertised and secured GovHR as the recruiter to help with finding the best fit. It's important that we have the best fit for this position.

The Greater Eagle Fire Protection District is assisting the town with mowing operations of town's open space last week. They have been very helpful for fire mitigation in Eagle.

Staff attended the Mayor, Managers and Partners meeting on May 10. There was an update on bills passed that are of local interest because of the legislative session. Below are a few updates from the meeting:

Bills that passed:

- HB104 - Healthcare
 - Creates a local option for individuals on the marketplace
 - Improves competition in areas that need it
 - Available in 2021
- SB4 - Public Option
 - Pilot Eagle and Garfield counties for healthcare
- Reinsurance legislation
 - Caps claims for insurance
 - Lowers prices up to 20% in our region
- Peak Health Alliance - Eagle County is working on something similar
 - We are one month behind Summit County
 - We will leverage their efforts to reduce the costs
 - VVP is working with Vail Health
- HB68 - Minimum Wage Bill
 - Gives local communities the ability to set minimum wage

- HB1240 – Wayfair and sales tax collection
 - For out of state and local vendors - collection at point of delivery
 - Develop GIS system to identify an address in local taxing jurisdictions
 - Helps local businesses - the state is setting up the system, so business don't have to do it on their own
 - Requirements on businesses won't be required until the GIS system is completed
- Traction law
 - Requires traction on passenger vehicles
 - CDOT can give better notice of adverse weather
 - Mitigates trouble on mountain passes
- Future county and state ballot measures
 - State wants to de-Bruce and keep revenues for education and transportation
 - County wants everyone to de-Gallagerize and keep property taxes
 - County wants to raise tobacco use to 21 and add additional tax so that all jurisdictions are similar in their collections

The All Employees meeting went well. Town named it's first employee of the year, Jeff Dallman. Jeff has worked for public works for over 10 years. He is passionate and goes above and beyond in his role. Congratulations Jeff!

The internal project kickoff for the planning of the Pool & Ice Rink Recreation Campus Master Plan is scheduled for May 16. Norris Designs will cover expectations, approaches, and schedules before we start with the public process.

Economic Development and Planning

Eagle River Park – Town is in the home stretch of the River Park and provided are a few updates:

Staff has finalized the ribbon cutting ceremony. Below is the schedule:

- 8:30 AM – Set-up (tent, table, chairs, drinks & food)
- 10:00 AM -10:45 AM – Welcome & Site Tours (have project team on site to answer questions, help with tours)
 - Project Team to help with questions & tours:
 - John Usery – walking tour – site
 - Jeremy Gross – on call
 - Andy Jessen – on call @ fire pit (fund raising process, budget, town support – focus)
 - Scott Shipley – stationed at one of the features
 - Heather Houston – ecology – river plants – fish (natural environment)

10:45 – 11:15 – Ribbon Cutting Ceremony (top of the grand staircase)

A) Speakers: Jeremy – MC – park activation/events

- Mayor – Welcome
- Town Manager – Project overview

- Andy Jessen – BOT town perspective, fundraising, community buy-in
- Scott Shipley – Feature design
- Design Team representative – Overall design and construction
- County Commissioner – County + town partnership, vision

Elevate Eagle – This project continues to move forward. Below are a few updates:

- We completed public outreach for the Comprehensive Plan earlier this month. The next steps are to finalize the feedback and distribute drafts of the plan over the next 2 months.
- Staff expects to see drafts of the LUC over the next 2 months and schedule a committee meeting in June.

Broadband – There are several updates on THOR and broadband in Eagle:

- Comcast – Staff met with Comcast on May 10 to discuss collaboration. A summary of the meeting is below:
 - Comcast is finalizing the engineering design in June and wants to lease 2-3 of town's fiber strands
 - Comcast wants to lease town property for their hub site and share joint trenching opportunities
- The NWCCOG has scheduled a THOR construction kickoff on May 23. At this meeting, the group will go over expectations and project schedule.

Downtown Revitalization – Work continues with this initiative. Below are a few updates:

- Staff is making a presentation on May 13 to stakeholders on the hard work that came from the Downtown Colorado, Inc. conference. The goal is to prioritize initiatives and to get buy-in from businesses.

Outreach & Meetings – *Updates on participation on community outreach opportunities, regional/community meetings, and project specific meetings.*

- None.

Reminders – *Updates on events or meetings that might be of interest to the Board of Trustees.*

- May 24 – River Park ribbon cutting at 10:45 AM.

Sincerely,



Brandy Reitter
Town Manager



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager and Department Leaders

Date: May 14, 2019

Re: Department Updates for April 2019

TOWN CLERK

- Communications Committee (PR Studios, Jeremy Gross, Jessica Lake, Erin Ivie, Bill Shrum)
 - April 11, 2019 Communications Meeting
 - April 10, 2019 Eagle Today
- Licenses
 - BUSINESS: Issued 30 Business License Renewals in April; YTD: 402 Licenses issued
 - LIQUOR: Preliminary approval for Pickups Pizza New Beer and Wine License for TBOT approval 5/14/2019
- Information Technology
 - Continued work on moving Court Clerk to Administration – completed on 5/8/2019
 - Finalized Forward Tech contract for services
- Website
 - Ask the Town questions: 7
 - April 4, 2019 PR Studios and Staff are working on Refresh of Website Design with Civic Plus
 - Civic Clerk is being used to post Meeting Agendas, Packets, Minutes and Video on our website (5/7/2019)
- Municipal Court
 - Court Dates April 9 and 23.
 - March Citations:
 - Criminal 16; Animal Control 20; Juvenile 0, Parking 14; Outstanding Parking Tickets 44 unpaid.
- Court Clerk has officially moved from Police Department to office adjacent to Council Room (5/8/2019)
- Internal Support
 - April 8, 2019 Budget Kick off Meeting
- Awesome vacation April 22-May 1 – thank you!
- Sales Tax Receipts through April 30, 2019 – See First Quarter Report attachment

2019				
Month	Filing Period	Revenue Period	4% to General Fund	O/U
Jan	\$ 276,685.77	\$ 428,973.53	\$ 381,309.80	8%
Feb	\$ 383,092.08	\$ 387,365.41	\$ 344,324.81	-5%
Mar	\$ 526,374.04	\$ 400,149.40	\$ 355,688.36	7%
1 Q	\$ 1,186,151.89	\$ 1,216,488.34	\$ 1,081,322.97	3%
Apr		\$ 422,439.91	\$ 375,502.14	7%

ASSISTANT TO THE TOWN MANAGER

Department update to the Board of Trustees – April 2019

Assistant to the Town Manager

- So far this year: wrote applications for \$77,250 in grants; \$16,750 awarded, \$60,000 pending
- Town received the \$4,000 Lew Gaiter III Micro-Grant from Colorado State Internet Portal Authority to assist with rural broadband need assessments and implementation strategies.
- Attended the Downtown Colorado Inc. Annual conference in Aspen, Apr 9-12.
- Assisted on the Hiring Committee for the new Community Development Director.
- Attended the Sonoran Institute Growing Water Smart workshop April 22-24th, resulting in a 10-step action plan to help ensure water quality and security for the Town of Eagle.
- Attended the NWCCOG Economic Development Summit May 2nd, learning about regional Economic Development programs, creating “good” jobs, and leveraging technology and infrastructure.
- Contacted Brian Meinhart, the US Census coordinator for our region, to start preparations for the 2020 Census and planning a Complete Count Committee. The Town of Eagle was the first in the region to reach out and is spearheading the formation of the committee and regional engagement.

Economic Vitality and Development Work

- Researched and prepared a resolution to create the Economic Vitality Committee, mirroring similar citizen engagement and economic vitality work done in other municipalities in Colorado. The first review of the resolution was April 23rd, and will be presented to the Board May 14th.
- Planning a meeting with Jake Rishavi, Interim Director of Denver South and Co-Founder of Colorado Smart City Alliance, Jon Stavney and Nate Wolowicz from NWCCOG, and Chris Romer from the Vail Valley Partnership to discuss leveraging Project THOR into smart city infrastructure investment and regional economic vitality.
- Partnering with Startup Colorado to plan an event June 5th at the Colorado Workspace to highlight local entrepreneurship in tech and professional service and connect the Town with the Western Slope Startup Week conference June 6th-8th in Grand Junction.

DCI Downtown Assessment and Community Development

- Planned and helped facilitate the Town of Eagle’s Challenge Studio at the DCI annual conference Apr 9-12.
- Conference attendees from other municipalities around the state helped identify 36 different projects centered around 3 themes; families, outdoor recreation, and arts + culture, to catalyze Downtown Broadway redevelopment.
- Twenty-five different funding sources were connected to examples of the 36 projects.
- Subsequent community outreach after the conference has helped review the findings from the conference, and to prepare for a community meeting May 13th to discuss the results.
- Preparing a summary report of the DCI Challenge Studio process and findings for the Town of Eagle and the Board of Trustees.
- Progress on the DCI Challenge Studio has been so robust that elements of the community engagement scheduled for the Fall 2019 will be moved up and further help activate Downtown Broadway with events and programming.

Communications Plan / Website / Social Media

- Vision boards assembled to assist Civic Plus with color and design guidelines.

- Comparable site features and functional modules of web features were reviewed with suggestions recommending a site that is easier to search, a more robust community calendar, and better community engagement practices.

Alpine Lumber Art Wall on Eby Creek Road

- Helped prepare Community Open House meeting for the Eby Creek Road Mural Project, attended by 20 community members.
- Received 8 applications from community members interested in serving on the Art Selection committee.
- Next step is to meet with the committee in June and develop a design guideline list to send to artists interested in submitting work.

Pool-Ice Rink Recreation Campus Master Plan Process

- Hosted interviews with three finalists for the EPIR Recreation Campus Master Plan, Logan Simpson, DHM Design, and Norris Design with Norris Design selected as the partner firm for the project.
- Next meeting is May 16th to kick-off the project, confirm the work plan and timeline, and schedule community outreach events and messaging for the project.

Finance/ Budget 2020 Work

- Public Safety Impact Fee, Ordinance 10-2019, is up for final review and potential adoption at the May 14th Board of Trustees meeting.
- Capital Improvement Plan templates have been sent to all relevant Town Departments and will be due May 17th.

PUBLIC WORKS

LBWTP Construction

- Treatment Plant building excavation complete.
- Raw Water Pump building continue concrete work.
- Dewatering is continuing.
- Concrete continuing on main water plant building.

Cemetery Tank

- Entering contract for construction documents

Violet Lane

- Violet Lane water line design is 100% complete and easement acquisition ongoing
- Pre-bid Violet Lane waterline 6/4/19

Public Works Staff

- Sweeping streets
- Wednesday, May 1st Water Efficiency & Source Water Protection Plan meeting
- Broadway 2-hour parking signage updated
- RRFB's on Chambers Ave & Eby Creek "Flashing lights"
- Wastewater plant roof – RFP Friday, April 12th – Bids due May 15th
- Pavement management out to bid

Grand Avenue Study

- Began initial RFP document the Spring/Summer 2019.

HUMAN RESOURCES

1. Benefits
 - a. Finalize Summary Plan Description for Health and Dental Insurance
 - b. Clarify wellness biometric testing practices with Finance
 - c. Attended quarterly plan review meeting
2. Budget - continue compensation market research for 2020 budget
3. Recruiting 6 positions open, 3 filled
 - a. Yard Waste Maintenance Worker Hired, started 4/5/19
 - b. Posted:
 - i. Mechanic
 - ii. Custodial Maintenance Worker
 - c. Community Development Director – Town Planner 4 phone screens conducted, Committee Interview conducted 4/29/19 as of 5/8/18, reposting position
 - d. 2-B & G Seasonal Positions posted and hired as of 5/3/19
 - e. 2 new hire orientations conducted, paperwork processed
 - f. Attended BMHS Career Fair 4/2, followed up with summer ready candidates
4. Policies
 - a. Handbook edits received from Employers Council late April, sending to CIRSA for review anticipated back end of May
 - b. Police Pay Practices researched for Finance
 - c. Attended Training for NatPay online pay stubs
 - d. Train with Jill for modified Payroll access
5. Risk Management Safety and Work Comp
 - a. CIRSA Administrative Audit prepped and transitioned from Angie H., met with Loss Control representative
 - b. Manage 2 Cirsa Claims, address 2 incidents regarding Potholes
6. Other
 - a. Assist with Financial Audit, personnel files
 - b. 3 Public Works job descriptions researched
 - c. Exit Interview conducted for Mechanic
 - d. All Employee meeting planned for 5/6/19
 - i. Organize Agenda/speakers/topics/food
 - ii. Employee of the Year Nominations sought, gifts ordered, and certificate designed

MARKETING AND EVENTS

- Open space
 - Opened east eagle trails April 15
 - Supported trail opening activities including a volunteer day
 - Worked with BLM and cpw on delayed opening of hardscrabble trails.
 - Worked with BLM and cpw on delayed opening of outer loops of Haymaker due to wildlife impacts
 - Evaluated trail impacts of Haymaker development and worked with the development team in reroute options
- Marketing
 - Whitewater throwdown website launched
 - Billboards installed in Denver. 2 locations.
 - Ads placed in elevation outdoors, Vail daily, mountain flyer magazine, Vail mountain bike magazine
 - Attended Campsight marketing conference
 - Produced River Park promo video
- Events
 - Produced Easter egg hunt, community cleanup
 - Launched registration for Whitewater throwdown in partnership with mountain rec
 - Hosted a booth at Western Colorado outdoor and sportsman's expo

GENERAL ADMINISTRATION – FINANCE

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID				
	2018	2019	VARIANCE	
JANUARY	258	303	45	17.4%
FEBRUARY	272	254	(18)	-6.6%
MARCH	304	326	22	6.5%
APRIL	299	215	(84)	-31.5%
YEAR TO DATE	1,133	1,098	(35)	-3.1%

- Updated A/P process in Caselle software to remove need for ongoing journal entries – Recording Accounts Payable among funds is now an automated process

Administration

- Administrative Technician: Angela Haskins last day with the Town of Eagle will be May 22nd. We wish her the very best in her next move – Staff has posted a position for a Utility Billing and Accounting Specialist

Financial

- Audit: April was mainly audit focused - Maggard, Hood, & Associates wrapped up in office audit work – they will be finalizing the 2018 audit and financials in May to report to the Board in June – Staff has a few follow up items to provide
- Workers Comp Audit: Staff wrapped up the workers comp audit in April
- Debt Service: Paid 2011 Waste Water Loan Payment - \$39,393 (Last Payment 2031)

Budget:

- 2019/2020 Budget calendar, instructions, templates and worksheets have been distributed to managers

Training:

- Meritage Training – for Community Core – for reporting and reconciliation purposes
- Ongoing weekly cross training with Senior Accountant and Finance Director

Payroll/HR:

- Electronic Paystubs (NATPAY) – Staff rolled out electronic pay statements to Staff/Board/Council - (There will be a transitional period where electronic and printed pay stubs will both be available – Transition period will end in May – Please let us know if you have questions as you access your accounts

Utilities:

- New Accounts Setup – 5
- Property Transfers – 20
- 3rd Party Utility Billing: Staff worked with Xpressbillpay and added vision graph information to be similar to what paper bill customers are now receiving. Since Xpressbillpay and BillFlash are separate companies the electronic and paper statements will not be exactly the same.
- Trash Audit: The audit was completed by Vail Honeywagon – Staff has made audit adjustments in Billing and sent letters to customers notifying them of any adjustments
- ADU Audit: Public works and finance worked together to complete an ADU audit compared to county records – Billing adjustments have been made and letters were sent to customers notifying them of billing corrections

• INFORMATION CENTER

Visitors:

- 927 visitors signed in at the Visitor Center
 - 33% decrease from April 2018
 - The decrease in visitors may be due to River Park construction and other unknown factors

VISITOR NUMBERS

2015		2016		2017		2018		2019	
Month	# of guests	Month	# of guests	Month	# of guests	Month	# of guests	Month	# of guests
Jan	597	Jan	906	Jan	680	Jan	835	Jan	333
Feb	753	Feb	866	Feb	878	Feb	849	Feb	509
Mar	1,508	Mar	2,071	Mar	2,161	Mar	1,645	Mar	894
April	1,808	April	2,422	April	2,599	April	1,390	April	927
May	2,932	May	4,434	May	3,774	May	3,340	May	
June	4,647	June	5,794	June	4,784	June	5,617	June	
6 month total	12,245	6 month total	16,493	6 month total	14,876	6 month total	13,676	6 month total	2,663
July	5,200	July	6,641	July	4,412	July	2,286	July	
August	4,220	August	5,233	August	4,167	August	1,432	August	
Sept	3,588	Sept	5,227	Sept	3,891	Sept	1,335	Sept	
Oct	1,981	Oct	3,575	Oct	2,751	Oct	1,111	Oct	
Nov	983	Nov	1,620	Nov	1,397	Nov	649	Nov	
Dec	866	Dec	1,170	Dec	1,163	Dec	581	Dec	
6 month total	16,838	6 month total	23,466	6 month total	17,781	6 month total	7,394	6 month total	0
Annual Total	29,083	Annual Total	39,959	Annual Total	32,657	Annual Total	21,070	Annual Total	2,663
		Year over Year Change	37%	Year over Year Change	-18%	Year over Year Change	-35%	Year over Year Change	-44%

Referrals:

- There were 55 referrals made to local businesses, up from last month, we are all working on increasing this number
 - 39% decrease from April 2018 –and a 54% decrease year to date over last year which corresponds to drop in visitor numbers.

REFERRALS MADE TO LOCAL BUSINESSES														
YEAR	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL	Year over Year Change
2015							94	119	89	92	23	29	446	
2016	29	28	82	59	153	165	185	170	157	126	77	21	1,252	181%
2017	17	41	111	128	117	132	169	136	237	94	122	41	1,345	7%
2018	47	55	85	90	99	185	96	57	100	66	55	21	956	-29%
2019	32	28	12	55									127	-54%

Revenue:

- Sales were \$7,027
 - 38% decrease from April 2018 – corresponds to drop in visitor numbers

EAGLE INFORMATION CENTER REVENUE COMPARISON

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2012	\$3,735	\$4,675	\$6,831	\$9,180	\$14,113	\$22,980	\$21,960	\$21,659	\$20,198	\$12,606	\$7,468	\$6,976	\$152,381
2013	3,938	3,565	7,478	9,407	17,338	23,131	24,266	19,395	19,522	11,294	6,614	7,314	153,262
	5%	-24%	9%	2%	23%	1%	11%	-10%	-3%	-10%	-11%	5%	1%
2014	2,960	3,280	4,056	9,381	17,279	21,467	21,436	20,178	19,735	12,838	6,829	10,883	150,322
	-25%	-8%	-46%	0%	0%	-7%	-12%	4%	1%	14%	3%	49%	-2%
2015	5,461	5,454	11,327	12,977	24,261	30,321	37,186	31,533	25,678	20,771	9,665	13,128	227,762
	84%	66%	179%	38%	40%	41%	73%	56%	30%	62%	42%	21%	52%
2016	6,251	5,199	12,411	15,705	24,972	34,688	39,160	31,997	32,411	22,300	10,364	11,728	247,186
	14%	-5%	10%	21%	3%	14%	5%	1%	26%	7%	7%	-11%	9%
2017	4,772	6,492	14,448	15,930	24,435	30,289	32,217	29,178	27,441	19,812	11,169	14,083	230,266
	-24%	25%	16%	1%	-2%	-13%	-18%	-9%	-15%	-11%	8%	20%	-7%
2018	5,049	6,281	13,080	11,417	22,525	33,115	16,137	15,678	11,083	9,178	6,306	10,945	160,794
	6%	-3%	-9%	-28%	-8%	9%	-50%	-46%	-60%	-54%	-44%	-22%	-30%
2019	3,313	4,862	6,501	7,027									21,703
	-34%	-23%	-50%	-38%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-39%

Consignors:

- There were no changes in consignors

Eagle River Park

EXECUTIVE SUMMARY #26 - May 2019

Town of Eagle

NV5

Upland Park Designer: Alpine Engineering & Zehren Architects

White Water Park Designer: S2O Engineering

Contractor: Hobbs Excavating and Trucking, LLC.

Materials Testing: Ground Engineering

Recently Completed

- General
 - Final Site Grading
 - Sand Beach Area
 - Irrigation Stub out
 - Pavilion Foundations
 - Site Electric Conduit
- Design
 - All Design Deliverables Complete

In Progress

- General
 - Upland Park Boulder Terracing
 - Site Signage
 - Irrigation
 - Gas Fire Pit
 - Plant Delivery
- Design
 - Construction Administration
- Communication
 - Website Updates
 - Eagle Eddie Update

Upcoming

- General
 - Sod
 - Crusher Fines at Walkways
 - Parking lot Final Grading
 - Site Furnishings
 - Ribbon Cutting 5/24
- Design
 - Design Documents completed
- Communication

Project Schedule Summary

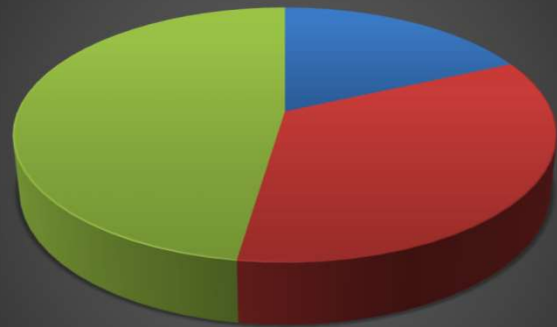
	Start	Completion
White Water Park Design	January-16	July-17
Upland Park Design	January-17	March-18
White Water Construction (Phase 1)	November-17	March-18
Upland Construction	March-18	June-18
White Water Construction (Phase 2)	September-18	December-18

Budget and Expenditures Summary

Description	Budget	Committed	Spent	% Spent	Balance
Soft Costs	\$ 1,135,746	\$ 1,135,746	\$ 1,123,911	99%	\$ 11,834
Construction Upland Park	\$ 2,129,739	\$ 2,129,739	\$ 1,649,009	77%	\$ 480,730
Construction White Water	\$ 2,971,587	\$ 2,971,587	\$ 2,971,587	100%	\$ -
TOTAL	\$ 6,237,072	\$ 6,237,072	\$ 5,744,508	92.1%	\$ 492,564

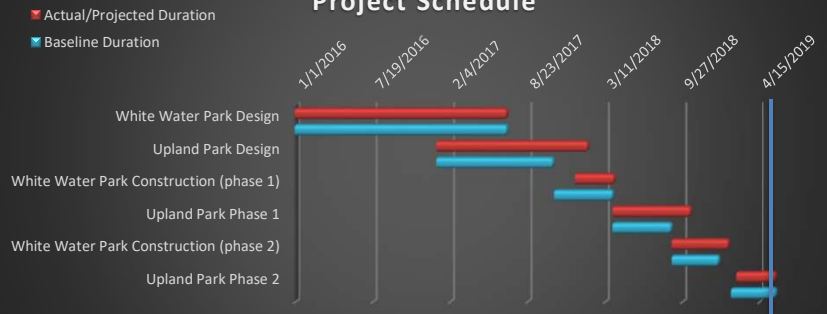
Total Budget includes GOCO

Projected Costs



■ Soft Costs ■ Construction Upland Park ■ Construction White Water

Project Schedule



Photos



Pavilion Structure Foundations



Timber Stairway



To: Mayor and Town Board of Trustees

From: Jenny Rakow, Town Clerk

Date: May 14, 2019

Agenda Item: Pickups Pizza LLC Request for Beer and Wine License at 422 McIntire Ste. 1

REQUEST: PICKUPS PIZZA LLC, which is owned by Oliver and Shannon Philpott are requesting a New Beer and Wine License for Pickups Pizza LLC located at 422 McIntire Suite 1.

BACKGROUND:

1. Application and fees were initially submitted on April 3, 2019.
2. Application was deemed sufficient on April 10, 2019.
3. Notice was posted on the premises for 10 days prior to this hearing and published in the newspaper on April 25, 2019.
4. A CBI/FBI Fingerprint Background Check was performed on both owners with results indicating no records found for either applicant. EPD additional provided a review, with no records found.

ANALYSIS: The standard requirements for this request have been met pursuant to state and local rules. The application has been accepted by the Town Clerk and mailed to the State of Colorado Department of Revenue for Concurrent Review.

COMMUNITY INPUT: A Public Notice was posted on the premises and was published in the newspaper at least 10 days prior to the hearing soliciting public input. No comments, objections or remonstrances were received prior to this meeting.

Applicants did provide a Petition with signatures for your consideration. There is not a minimum requirement for a Petition, however they did provide 80 signatures representing Eagle residents in support of this application for you consideration.

BUDGET / STAFF IMPACT: If approved, the Budget impact will increase revenues for the liquor license application fee in the amount of \$1048.75 and annually for renewals in the amount of \$148.75.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: • Major Objective #5. Stimulate Economic Vitality, Development.

• Meets Eagle Municipal Code Requirements and process within Title 5 as it relates to Town Clerk and Police Department responsibilities in Chapter 5.10.030 D.

RECOMMENDED ACTION OR PROPOSED MOTION: 1. MAYOR TO OPEN THIS ITEM FOR A PUBLIC HEARING.

2. BOARD ACTION: MOTION TO APPROVE OR DENY THE FINDINGS AND ORDER APPROVING NEW BEER AND WINE LICENSE FOR PICKUPS PIZZA LLC AND DIRECT MAYOR TO SIGN.

ATTACHMENTS:

1. STATE APPLICATION AS MAILED 4.9.2019
2. Petition for TBOT
3. Preliminary Findings Clerk
4. POP 408413
5. NOTICE OF FINDINGS AND ORDER PICKUPS

1

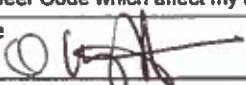
Application Documents Checklist and Worksheet

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	☒ A. Applicant/Licensee identified ☒ B. State sales tax license number listed or applied for at time of application ☒ C. License type or other transaction identified ☒ D. Return originals to local authority ☐ E. Additional information may be required by the local licensing authority ☐ F. All sections of the application need to be completed
II. Diagram of the premises	☐ A. No larger than 8 1/2" X 11" ☐ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) ☐ C. Separate diagram for each floor (if multiple levels) ☐ D. Kitchen - identified if Hotel and Restaurant ☐ E. Bold/Outlined Licensed Premises
III. Proof of property possession (One Year Needed)	☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk ☒ B. Lease in the name of the applicant (or) (matching question #2) ☐ C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant ☐ 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	☒ A. Individual History Records(s) (Form DR 8404-I) ☐ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO. The Vendors are as follows: IdentoGO - https://uenroll.identogo.com/ Phone: (844)539-5539 (toll-free) IdentoGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting by American Bioidentity – Details to be announced ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☐ D. List of all notes and loans (Copies to also be attached)
V. Sole proprietor/husband and wife partnership (if applicable)	☐ A. Form DR 4679 ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI. Corporate applicant information (if applicable)	☐ A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office ☐ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation ☐ 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)	☐ A. Partnership Agreement (general or limited). Not needed if husband and wife ☐ B. Certificate of Good Standing (If formed after 2009)
VIII. Limited Liability Company applicant information (if applicable)	☐ A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) ☐ B. Certificate of Good Standing ☐ C. Copy of operating agreement ☐ D. Certificate of Authority if foreign company
IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application	☐ A. \$75.00 fee ☐ B. Individual History Record (DR 8404-I) ☐ C. If owner is managing, no fee required

Name	Type of License	Account Number		
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 ☒		
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?		☐ ☒		
(b) Had an alcohol beverage license suspended or revoked?		☐ ☒		
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		☐ ☒		
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.		☐ ☒		
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?		☐ ☒		
		or		
Waiver by local ordinance?		☐ ☐		
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.		☐ ☒		
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.		☐ ☒		
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		☐ ☒		
13b. Are you a Colorado resident?		☒ ☐		
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 current financial interest in said business including any loans to or from a licensee.		☒ ☒		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		☒ ☐		
☐ Ownership ☒ Lease ☐ Other (Explain in Detail)				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord	Tenant	Expires		
Grand Eagle Real Estate, LLC	Pickup's Pizza LLC	3/31/2021		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		☐ ☒		
c. Attach a diagram that 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	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
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?				
Number of additional Optional Premise areas requested. (See license fee chart)				
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.				
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?		☐ ☐		
(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?		☐ ☐		
(c) How long has the club been incorporated?				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		☐ ☐		
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)		☐ ☐		

Oliver Philpott-English Hedgerow LLC 2003-2006
0% in IL not CO

Name	Type of License	Account Number
21. Campus Liquor Complex applicants answer the following: (a) Is the applicant an institution of higher education? Yes No ☐ ☐ (b) Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services. ☐ ☐		
22. For all on-premises applicants. a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details. b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.		
Last Name of Manager Philpott	First Name of Manager Shannon	
23. 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.		☐ ☒
24. Related Facility - Campus Liquor Complex applicants answer the following: a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. b. Designated Manager for Related Facility- Campus Liquor Complex		Yes No ☐ ☐
Last Name of Manager		First Name of Manager
25. 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.		☐ ☒
26. 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 make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.		
Name Oliver Philpott	Home Address, City & State 221 Cedar Dr, Gypsum, CO	DOB 08/15/1980
		Position Owner/ Operator
		%Owned 50
Name Shannon Philpott	Home Address, City & State 221 Cedar Dr, Gypsum, CO	DOB 10/14/1980
		Position Owner
		%Owned 50
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: ☒ 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 Article 3 or 5, C.R.S.		
Name Oliver Philpott	Type of License Pickups Pizza and Beer and Wine	Account Number
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 Oliver Philpott, Owner	Date 4/3/19
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority APRIL 3, 2019	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) MAY 14, 2019	

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:			
☒ Fingerprinted ☒ 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)			
☐ Date of inspection or anticipated date _____ ☒ Will conduct inspection upon approval of state licensing authority			
☐ 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 No ☐ ☐
☐ 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?			☐ ☐
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.			
☐ 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?			☐ ☐
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 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.			
Local Licensing Authority for Town of Eagle		Telephone Number 970-328-9623	☒ Town, City ☐ County
Signature	Print ANNE MCKIBBIN	Title MAYOR	Date 5/14/2019
Signature	Print JENNY RAKOW	Title TOWN CLERK	Date 5/14/2019

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

Pickup's Pizza

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

Philpott, Oliver, Robert

3. List any other names you have used.

4. Mailing address (if different from residence)

PO Box 2355, Gypsum, CO 81637

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 221 Cedar Dr	Gypsum, CO, 81637	08/16	present
Previous 125 e 7th St	Eagle, CO 81631	4/11	08/16

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
Pickups Pizza LLC	422 McIntire, x3313, Eagle, CO 81631	Owner, operator	12/15	present
Golden Eagle Inn	118 Beaver Creek Place, Avon, CO 81620	Executive Chef	08/2014	11/16

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

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

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 Gravesend, England	d. U.S. Citizen? ☐ Yes ☒ 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 [REDACTED]			
l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Sex	q. Race Caucasian	r. Do you have a current Driver's License? If so, give number and state ☒ Yes ☐ 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 \$ 2050.00

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
Cash	Bank account	2050.00

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 4/3/19
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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

Pickups Pizza

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

Philpott, Shannon, Hatfield

3. List any other names you have used.

Shannon Marion Hatfield

4. Mailing address (if different from residence)

PO Box 2355, Gypsum, CO, 81637

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 221 Cedar Dr	Gypsum, CO 81637	08/16	present
Previous 125 e 7 th St	Eagle, CO 81631	04/11	08/16

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
Epic Mountain Express	434 Edwards Access Rd, Fl 2 Edwards, CO 816	Supervisor	12/15	5/2019
Brush Creek Landscaping	210 Marmot Lane, x5101, Eagle CO 81631	Garden Supervisor	04/14	11/16
Pickups Pizza LLC	422 McIntire, x3313, Eagle, CO 81631	Owner/ operator	12/16	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

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

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 Urbana, Illinois	d. U.S. Citizen? ☒ Yes ☐ 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	m. Weight	n. Hair Color	o. Eye Color	p. Sex	q. Race Caucasian	r. Do you have a current Driver's License? If so, give number and state ☒ Yes ☐ 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 \$2050.00

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
Cash	bank account	2050.00

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 4/3/2019
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**THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES. THE PARTIES SHOULD
CONSULT LEGAL COUNSEL BEFORE SIGNING.**

**COMMERCIAL LEASE
(NNN)**

This Commercial Lease (the "Lease") is made effective this 24 day of March, 2019 and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below); all costs, charges, and expenses which Tenant assumes, agrees, or is obligated to pay to Landlord pursuant to the Lease (the "Additional Rent"); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in the Lease.

PARTIES, PREMISES, AND DEFINED TERMS

1. **Landlord:** Grand Eagle Real Estate, LLC, a Colorado limited liability (the "Landlord").
2. **Tenant:** Pickup's Pizza, LLC, a Colorado limited liability company (the "Tenant").
3. **Premises:** Landlord is the owner of certain real estate commonly described as 422 McIntire Street, Eagle, Colorado 81631 (the "Property"). Landlord hereby leases and demises to Tenant the property commonly known as: 422 McIntire Street, Suite 1, Eagle, Colorado 81631 in Eagle County, Colorado, consisting of 1205 square feet (the "Premises"). Per the Eagle County Assessor, the Property's total square footage is 4421 square feet. Thus, the Premises is 27.25% of the total Property.

4. **Term:** Landlord Leases the Premises to Tenant from twelve o'clock noon on the 1st day of April, 2019 and until 11:59 a.m. on the 31st day of MARCH, 2021 (the "Term"). Subject to Tenant's performance of all obligations under the Lease, including, without limitation, payment of Rent and Additional Rent, Tenant shall enjoy quiet possession of the Premises.

5. **Rent:** Subject to the terms of the Work Letter attached hereto and incorporated herein by this reference, base rental for the first year of the Term is Nineteen Thousand Seven Hundred Twenty Eight and 00/100 Dollars (\$19,728.00) payable in equal installments of One Thousand Six Hundred Forty Four and 00/100 Dollars (\$1,644) in advance to Landlord on the first day of each calendar month for that month's rental before twelve o'clock noon, without notice (the "Rent"). Unless otherwise provided in the Lease, all payments due under the Lease, including Additional Rent, shall be made via Electronic Funds Transfer to Landlord's bank account which will be provided to tenant upon execution of this Lease. If the Term does not begin on the first day of the month, the Rent shall be prorated accordingly. Rent for subsequent years of the Term shall be increased at an annual rate of 3% per year.

6. **Option:** Tenant shall have the option to extend the Term, pursuant to the terms and conditions contained herein, for one additional three (3) year period (the "Option"). In the event Tenant desires to exercise the Option, Tenant shall, at least one hundred and twenty (120) days before expiration of the Term, provide Landlord with written notice of its intent to exercise the Option. Rent and Additional Rent for the Option shall be adjusted increased and payable pursuant to Landlord's sole, reasonable discretion. Landlord shall use commercially reasonable best efforts to establish the Rent and estimate of Additional Rent for the Option and Landlord shall advise Tenant of said Rent for the Option within thirty (30) days of Tenant's notice to Landlord of its exercise of the Option. The Option shall only be exercisable provided that no Tenant Defaults currently exist and that no Tenant Defaults have occurred over the Term of the Lease which have not been cured by Tenant as provided by the Lease.

7. **Security Deposit:** Tenant shall keep on deposit with Landlord a security, cleaning, and damage deposit in the amount of Three Thousand Twelve and 00/100 Dollars (\$3,012.00) as security for the return of the Premises at the expiration of the Term in as good condition as when Tenant entered the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of the Lease (the "Security Deposit"). The Security Deposit shall be payable as follows: Upon execution of this Lease, Tenant shall pay Two Thousand and 00/100 Dollars (\$2,000.00) to Landlord and the balance of the Security Deposit (\$1,012.00) shall be due and payable from Tenant to Landlord on or before March 1, 2016. Landlord shall not be required to place the Security Deposit in an interest bearing account.

8. **Use:** The Premises shall be used for a pizza restaurant, provided this use conforms with applicable zoning regulations. Tenant shall not, without the prior written consent of Landlord, permit the Premises to be used for any other purpose.

9. **Utilities/Additional Rent:** Tenant shall pay all of the utilities for the Premises indicated in this Paragraph 9 as Additional Rent and shall pay Tenant's Pro Rata Share of all other items in this Paragraph 9 as Additional Rent. Tenant's pro rata share of costs for purposes of the Lease shall be 27.25% ("Tenant's Pro Rata Share"). Tenant's Pro Rata Share is determined as a proportion of the whole of the improvements upon the Property, the denominator of which is the number of the square feet available to rent as determined by the Landlord and excluding common areas (4421 sq.ft), and the numerator of which shall be the same square footage as the Premises (1205 sq.ft).

a. **Utilities:** In addition to those items paid by Landlord and charged to as CAM Costs (defined below), Tenant shall be responsible for paying the following utilities on the Premises: ☒ Gas ☒ Phone ☒ Cable/ Satellite/T.V. ☒ Internet Access and ☒ Interior Electric. Tenant shall be responsible for the payment of any installation or hook-up fees associated with any of the utilities noted herein. If the Premises does not share meter facilities for utilities, and if the utility or utilities are not provided as part of the CAM Costs (as defined below), Tenant shall contract directly with all utility providers and all utility payments shall be directed to the respective utility providers.

ii. The Property shares meter facilities for Water, Sewer, and outdoor electric utilities and also shares refuse disposal/trash removal services. The charges associated with these common utilities shall be allocated to each tenant by Landlord based upon Tenant's Pro Rata Share and shall be payable to Landlord monthly. Landlord shall provide a monthly statement to Tenant showing Tenant's Pro Rata Share of the common utilities for the prior month and Tenant shall pay Tenant's Pro Rata Share of these charges along with Rent for the current month.

b. **CAM Costs:** Tenant shall be responsible for paying Tenant's Pro Rata Share of the annual common area operation and maintenance costs of the Property ("CAM Costs"). CAM Costs are all expenditures made by Landlord to operate and maintain the Property, including, but not limited to, repairs, replacement costs (due to ordinary and extraordinary wear and tear or catastrophe), snow/ice removal (including removal from parking areas, abutting roadways, and walkways), landscaping, tree, and lawn maintenance, interior and exterior painting, sign installation and maintenance related to the entire Property, repair and replacement of the roof of the Property, repair and replacement of the parking lot, repair and replacement of the utility and HVAC systems, depreciation of machinery and equipment used in such repair and replacement, and cost of all personnel to implement such services. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete, or exhaustive list of all possible CAM Costs.

c. **Tax Costs:** Tenant shall be responsible for paying Tenant's Pro Rata Share of annual taxes, assessments, and governmental charges relative to the Property ("Tax Costs"). The Tax Costs shall include, but not be limited to, all federal, state, county, municipal, or other governmental or quasi-governmental taxes or assessments levied upon, charged against, or assessed in connection with the use of the Property. Tax Costs shall not include state, or federal income taxes owed by Landlord.

d. **Landlord's Insurance Costs:** The Landlord shall procure and maintain such fire and casualty, loss of rents, and liability insurance on the Property as it deems proper and appropriate ("Insurance Costs"). Tenant shall be responsible for paying Tenant's Pro Rata Share of Insurance Costs. Such insurance shall not be required to cover any of the Tenant's property and the Tenant shall have no interest in any of the proceeds of such insurance.

10. **Payment of Additional Rent:** All Additional Rent shall be paid by Tenant to Landlord in equal monthly installments concurrent with the Rent. Payments of Additional Rent shall be calculated as follows: on, or before the commencement date of the calendar year, Landlord shall give Tenant a statement of the estimated annual CAM Costs, Tax Costs, and Insurance Costs for the Property ("Estimate of Costs"). The current Estimate of Costs for the Premises for the Term of the Lease is approximately \$7/square foot. Tenant shall pay Additional Rent to Landlord based upon the Estimate of Costs divided by twelve (12), known as \$702.92 monthly, equal to \$8435.04 annually. The Estimate of Costs shall be the basis of such Additional Rent calculated until Tenant is notified by Landlord of a change thereof. Within ninety (90) days of the end of each calendar year, Landlord shall compute actual CAM Costs, Tax Costs, and Insurance Costs for the preceding year (the "Actual Costs"). Landlord shall

provide Tenant with a statement of Actual Costs. In the event that Tenant's payment of Additional Rent for said calendar year totals less than the Tenant's pro-rata share of the Actual Costs, Tenant shall be obligated to pay Landlord, within ten (10) days of receipt of statement, the difference between Tenant's pro-rata share of Actual Costs and the Additional Rent actually paid for said calendar year. In the event Tenant's Additional Rent actually paid for said calendar year exceeds Tenant's pro-rata share of Actual Costs, such excess shall be placed into a Capital Improvement Account controlled by Landlord and Tenant shall not be entitled to any refund of the amounts of Additional Rent that were in excess of the Actual Costs. The Capital Improvement Account shall be used for the upkeep of the Premises and Tenant acknowledges that this Capital Improvement Account is advantageous and valuable to Tenant as it is aimed to protect the general health, safety and welfare of Tenant, Tenant's patrons, and the general public. The Actual Costs of the prior calendar year shall be used for the purpose of calculating the Estimate of Costs for the then current year.

11. **Late Payments:** If any Rent, Additional Rent, or other payment is received later than three (3) days after the date when due, the parties agree that Additional Rent in the amount of ten percent (10%) of the outstanding sums shall also be due and payable. The addition of such amount and the collection thereof shall not operate to waive any other rights of Landlord for nonpayment of Rent, or for any other reason. Tenant acknowledges and agrees that the damages caused to Landlord by a late payment are difficult to calculate and that the Additional Rent in this Paragraph 11 is proposed as liquidated damages and should not be seen as a penalty.

12. **Repairs and Maintenance of the Premises:** The Landlord shall maintain the foundation, exterior walls, and roof of the Improvements in good repair. The Tenant agrees to keep all the other improvements (including by way of example, grease traps, walk-in cooler, light-fixtures and bulbs, storage areas, flooring, shelving, cabinetry, kitchen equipment, countertops, gardens, lawns, plate glass and other windows, window frames, and doors) upon the Premises repaired and maintained in good order as described in the Lease. The Tenant shall keep all sidewalks in front of the Premises free and clear of ice and snow.

13. **Parking:** For the Term, Landlord grants to Tenant and its employees and invitees, at no additional charge, a Parking License. The Parking License is a non-exclusive license for the use of two (2) parking spaces as designated by Landlord upon the Property (the "Parking License"). The Parking License shall be effective for the Term of the Lease as defined herein. Landlord and Tenant shall designate specific spaces for the Parking License prior to commencement of the Term. Tenant acknowledges that the Property has a limited number of parking spaces. Landlord shall assign the number of parking spaces accordingly: if the Premises is greater than 1,000 square feet, the Premises will be assigned two (2) parking spaces; whereas if the Premises is under 1,000 square feet, the Premises will be assigned one (1) parking space.

PREMISES

14. **Common Areas:** The common areas are all areas outside of the Premises upon the Property designated by Landlord for common use of Tenant, its employees, licensees, invitees, contractors, and Landlord (the "Common Areas"). Landlord grants to Tenant, its employees, licensees, invitees and contractors a non-exclusive license over such Common Areas of the Property necessary to the use and occupancy of the Premises and Parking License (the "Common Area License"). Said License shall be effective for the Term of the Lease. Tenant shall not use Common Areas for any type of storage, or parking of trucks, trailers, or other vehicles without the advance written consent of Landlord. All parking and Common Areas of Property shall at all times be subject to the management of Landlord, and are not part of the Premises. All use of the Common Areas shall be at the sole risk of Tenant, and Landlord is not liable for any damages, or injuries occasioned by such use. Landlord shall have the right, power, and authority to compile, promulgate, change, and modify all rules and regulations that it may, in its sole discretion, deem necessary for use of the Common Areas. Tenant agrees to abide by and conform with all rules and regulations pertaining to such Common Areas. Landlord shall have the right to construct, maintain, and operate lighting facilities; to police and from time to time change the area, location, and arrangement of the Common Areas and facilities; to restrict employee parking to certain areas; to temporarily close all, or any portion of the Common Areas; to discourage non-customer parking; and to do and perform any and all such other acts in and to said Common Areas and facilities as Landlord shall determine in its sole and absolute discretion.

a. **Landlord's Use of Common Area.** Tenant acknowledges and agrees that Landlord may enter into agreements that allow seasonal or temporary use of the Common Areas. Landlord shall use its reasonable best efforts not to materially or unreasonably affect access or use of the Premises by Tenant. Examples of such use of the Common Areas by Landlord shall include but not be limited to fruit/vegetable stand, hanging baskets for sale, recreational equipment displayed on the lawn. Landlord shall require that any such vendors provide appropriate

proof of insurance to Landlord.

15. **Condition of Premises and Representations:** Tenant is familiar with the physical condition of the Premises and the Property. Except as may otherwise be provided in the Lease, Landlord makes no representations, or warranties as to the physical condition of the Premises, or the Property, or their suitability for Tenant's intended use. In the event that Landlord agrees to provide any renovations, build-out, or any other labor and materials for the improvement of the Premises, or any allowance for improvements to be effected by Tenant, such work, or allowance shall be specified and agreed to between the parties in a separate document appended to this Lease and which shall constitute a part of this Lease ("Work Letter"). Other than the work, if any, to be performed pursuant to Tenant's Work Letter, the Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. Landlord makes no representations, or warranties as to the suitability of the Premises for Tenant's intended use. Landlord further makes no representations, or warranties as to whether Tenant's intended use will necessitate changes, or alterations to the Premises in order to comport with local, state, or federal laws and regulations. Such laws and regulations include, but are not limited to: health code regulations, access regulations (including, but not limited to, the Americans with Disabilities Act), and zoning regulations. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any local, state, or federal laws and regulations because of Tenant's intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant's use of the Premises in violation of any local, state, or federal laws and regulations.

16. **Check-In Inspection:** At the start of the paid-rent period, Landlord and Tenant may conduct an inspection of the Premises at the time of possession. A check-in inspection sheet may be completed at that time and the information contained therein shall be sufficient and satisfactory proof of the condition of the Premises at the time of possession, should a subsequent dispute arise at a later date as to the condition of the Premises at the time of move-in.

17. **Use of Premises:** Tenant, in consideration of the leasing of the Premises, agrees as follows:

a. **Use of Premises:** To use and occupy the Premises solely as and for the use specified in Paragraph 8 of the Lease. Landlord's consent to the aforementioned use is not an assurance, or warranty that the Premises' attributes are sufficient for Tenant's use. Tenant represents and warrants that it has conducted sufficient due diligence to assure itself that the Premises are suitable for its use, and that such use is permitted by applicable law. Landlord expressly reserves its right to lease space within the Property as it sees fit, unless explicitly prohibited by other provisions in the Lease. Landlord's demise of the Premises to Tenant does not preclude Landlord from leasing other parts of the Property to other tenants who may be viewed objectively, or subjectively as competing with Tenant.

b. **Signage:** Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with size and other requirements of Landlord and as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances. All signage shall conform to aesthetic and design criteria, themes, and standards of the Property and the Improvements. Additionally, Landlord may provide signage space on a common, or community sign located on the Property.

c. **Vacancy:** It will be deemed a Default of the Lease if the Premises are left vacant and unoccupied for thirty (30) days. In addition to other remedies contained in the Lease, the Landlord may, without being obligated to do so, and without terminating the Lease, retake possession of the Premises and relet, or attempt to relet them for such rent and upon such conditions as the Landlord deems best, making such changes and repairs as may be required, giving credit for the amount of rent so received, less all expenses of such changes and repairs. Tenant shall be liable for the balance of the Rent and Additional Rent herein reserved until the expiration of the Term.

d. **Legal Compliance:** Tenant and its licensees and invitees shall comply with and abide by all federal, state, county, and municipal laws and ordinances in connection with the occupancy and use of the Premises. Tenant and its licensees and invitees may not possess, or consume alcoholic beverages on the Premises unless they are of legal age. Alcoholic beverages shall be sold upon the Premises only when proper licenses have been obtained; copies of such licenses will be provided to Landlord upon initial granting and every renewal. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person occupying or present upon the Premises) shall be permitted upon the Premises. Tenant hereby covenants and agrees to use its

reasonable efforts to prevent and preclude its employees, guests, invitees, etc. from the aforementioned illegal conduct. Tenant and its licensees and invitees shall not use the Premises in any way that may result in an increase of the rate or cost to the Landlord to insure the Property. No hazardous or dangerous activities are permitted upon the Premises.

e. **Additional Prohibitions:** Neither Tenant nor its subtenants, licensees, volunteers, employees, guests, or invitees shall act in any manner that would interfere with, or be a nuisance to, other subtenants, occupants, or invitees of the Premises, or adjacent property owners, or adjacent tenants, or that would interfere with those other parties' quiet enjoyment of their premises. Said prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of Landlord, co-tenants, or any person living on or near the Premises. Tenant shall keep all portions of the Premises in a clean, safe, sanitary, and habitable condition.

f. **Pets and Animals:** Pets or animals shall not be permitted upon the Premises.

g. **Storage/Trash:** Tenant shall store all personal property entirely within the Premises. Tenant shall store all trash and refuse in adequate containers within the Premises, which Tenant shall maintain in a neat and clean condition, or within designated Common Areas so as not to be visible to members of the public in, or about the Property, and so as not to create any health, animal, or fire hazard.

h. **Hazardous Material Prohibited:** Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in, or about the Premises by Tenant, its agents, employees, contractors, or invitees. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused, or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is responsible to Landlord for resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

i. **Quiet Enjoyment:** Landlord agrees that upon Tenant paying the Rent and performing Tenant's obligations under the Lease, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Term or until the Lease is terminated pursuant to its terms. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers of Landlord's interest in the Premises or in the Property, other than a transfer for security purposes only, the Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

j. **Rules and Regulations:** Landlord shall provide Tenant with a copy of all rules and regulations affecting the Premises, and Tenant shall abide by all such rules and regulations.

18. **Subletting or Assignment:** Tenant shall not sublet the Premises or any part thereof, nor assign the Lease or any interest therein, without the prior written consent of Landlord. Such consent shall be at the sole discretion of Landlord. As a condition of assignment or sublease, Landlord may require the continued liability of Tenant or a separate personal guaranty by Tenant or its principal. If Tenant is a corporation, limited liability company, or other entity that is not a natural person, any change in ownership of more than thirty percent (30.0%) (over any period) of the ownership interest shall be deemed an assignment of the Lease. In the event an assignment or sublease is permitted, all payments from assignee or sublessee shall be made directly by said party to Landlord, and not through Tenant.

19. **Surrender of Premises:** Tenant will return the Premises to Landlord at the expiration of the Term in as good order and repair as when Tenant took possession, less by casualty and normal wear and tear excepted. Furthermore, immediately prior to Tenant's return of the Premises to Landlord, Tenant shall water-jet all drains, recharge/inspect fire protection system if used for business operations, have both hoods professionally cleaned and Tenant shall provide invoices for each of these aforesaid services as proof of completion. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. In the event that Tenant fails to redeliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement, and cleaning. The cost of any work necessitated shall be deducted from the Security Deposit; if the Security Deposit is insufficient to cover work performed, Tenant shall be obligated to pay the additional balance.

20. **Removal of Fixtures/Redelivery:** Tenant shall remove, at the termination of the Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property that are not permanently affixed to the Premises. Tenant shall remove the alterations and additions and signs made by Tenant as Landlord may request and repair any damage caused by such removal. Tenant shall peaceably yield up the Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove); and all fixtures, furnishings, floor coverings, and equipment that are permanently affixed to the Premises which shall thereupon become the property of the Landlord. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord. Though called a floating floor and therefore unattached, the vinyl plank flooring (installed in 2015) shall remain as part of the Premises.

PAYMENTS

21. **Payments/Dishonored Checks:** Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Dishonored checks and any checks received late in the mail will be treated as late payments. Additional bank and handling charges may also be assessed in the event of a dishonored check. The foregoing items shall be deemed Additional Rent. Landlord may require Tenant to replace such dishonored check with a money order, cashier's check, or other good funds. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or other good funds.

22. **Partial Payment:** If any partial payment is made by Tenant, it shall be allocated first to the payment of Additional Rent, including, without limitation, utilities (if applicable) and other expenses; and second to unpaid Rent. Acceptance by Landlord of any partial payment shall not waive the right of Landlord to require immediate payment of the unpaid balance of Rent or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.

23. **No Offset:** No assent, express or implied, to any Default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

24. **Joint and Several Obligations of Tenant:** In the event more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease. This means that all persons comprising Tenant are each, together and separately, responsible for all of Tenant's obligations. Landlord may, at its option, determine whom to hold responsible.

SECURITY DEPOSIT

25. **Security Deposit:**

a. **Security Deposit:** To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in the Lease to be observed and performed, Tenant shall deposit with Landlord the Security Deposit prior to commencement of the Lease. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise.

b. **Application of Security Deposit:** The parties agree: (1) that the Security Deposit or any portion thereof, may be applied to the curing of any Default that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that the Landlord may have on account thereof, and upon such application Tenant shall pay Landlord within seven (7) days of Landlord's demand the amount so applied, which shall be added to the Security Deposit so it will be restored to its original amount; (2) that should the Premises be conveyed by Landlord, the Security Deposit or any portion thereof may be turned over to Landlord's grantee, and if the Security Deposit is turned over, Tenant agrees to look to such grantee for such application or return; (3) that Landlord shall not be obligated to hold Security Deposit as a separate fund; (4) that should the Rent be increased, the Security Deposit shall be increased in the same proportion within thirty (30) days of such Rent increase; and (5) that should a Default occur, Landlord may, as an additional remedy, increase the Security Deposit at its sole discretion.

c. **Return of Security Deposit:** If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty

(60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

REPAIRS AND MAINTENANCE

26. Improvements, Repairs, and Maintenance: Subject to the limitations set forth in Paragraphs 27 and 28 below, either Landlord or Tenant, as specified in Paragraph 12 above, shall be responsible for the cost and condition of the respective improvements, repairs, and maintenance relating to all structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances, and glass used in connection with the Premises.

27. Landlord's Limited Responsibility: In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Landlord shall be responsible for: (i) any repairs, replacements, restorations, or maintenance that have been necessitated by reason of ordinary wear and tear, and (ii) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces, or acts of God, or by fire not caused by Tenant. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse of Tenant, its agents, employees, customers, licensees, invitees, or contractors shall be paid by Tenant to Landlord promptly upon billing. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Base and Additional Rent or damages, or be deemed an eviction of Tenant in whole or in part. In the event Landlord is responsible for any repairs, replacements, restorations, or maintenance, under this Paragraph or Paragraph 12, Landlord shall be permitted to first apply funds from the Capital Improvement Account to any such repairs, replacements, restorations, or maintenance before Landlord shall have any personal liability therefor.

28. Tenant's Allowed Responsibilities: In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Tenant shall not perform or contract with third parties to perform any repairs of any kind upon the Premises or structure upon which the Premises are located. In the event any repair that is the responsibility of Landlord becomes necessary, Tenant shall notify Landlord as soon as possible, and allow reasonable time for the work to be completed. Any unauthorized work performed or contracted for by Tenant will be at the sole expense of Tenant. In addition, should any repair or maintenance require permitting from local governmental or quasi-governmental authorities, Tenant shall be responsible for payment of any required permits. Further, Tenant shall furnish Landlord with any inspection reports associated with any required permitting and shall provide evidence satisfactory to Landlord that any repairs or maintenance are compliant with local codes or ordinances.

29. Tenant's Duty to Repair: In the event Paragraph 12 of the Lease provides for Tenant's responsibility for certain repair and maintenance, Tenant shall, at Tenant's sole cost and expense, maintain the Premises, including, but not limited to, the plumbing, exterior plate glass, other windows and window frames, fixtures, inside electric wiring, appliances, and interior walls, doorways, and appurtenances belonging thereto installed for the use or used in connection with the Premises. Tenant shall, at Tenant's own expense, make as and when needed all repairs to the Premises and to all such equipment, fixtures, appliances, and appurtenances necessary to keep the same in good order and condition. Tenant repairs shall include all replacements, renewals, alterations, and betterments (the "Tenant Repairs"). All Tenant Repairs shall be equal or better in quality and class to the original work. In the event Tenant fails to complete Tenant Repairs, Landlord may obtain them and bill Tenant for such work as Additional Rent. In addition, should any repair or maintenance require permitting from local governmental or quasi-governmental authorities, Tenant shall be responsible for payment of any required permits. Further, Tenant shall furnish Landlord with any inspection reports associated with any required permitting and shall provide evidence satisfactory to Landlord that any repairs or maintenance are compliant with local codes or ordinances.

30. Tenant Improvements: Unless otherwise provided in the Work Letter, Tenant shall be solely responsible for any and all improvements and alterations within the Premises necessary for Tenant's intended use of the Premises, including, but not limited to, electrical wiring, HVAC, plumbing, framing, drywall, flooring, finish work, telephone systems, wiring, and fixtures necessary to finish the Premises to a condition suitable for Tenant's use (the "Tenant Work").

31. **Improvements/Prior Landlord Consent:** Tenant agrees to submit to Landlord complete plans and specifications, including engineering, mechanical, and electrical work covering any and all contemplated Tenant Work, if applicable, and any subsequent improvements or alterations of the Premises. The plans and specifications shall be in such detail as Landlord may require, and in compliance with all applicable statutes, ordinances, regulations, and codes. As soon as reasonably feasible thereafter, Landlord shall notify Tenant of any failures of Tenant's plans to meet with Landlord's approval. Tenant shall cause Tenant's plans to be revised to the extent necessary to obtain Landlord's approval. Tenant shall not commence any Tenant Work, or any other improvements, or alterations of Premises until Landlord has approved Tenant's plans.

32. **Tenant Work and Repairs/Compliance with Codes/Mechanic Liens:** Tenant shall procure all necessary permits before undertaking Tenant Work or Tenant Repairs. Tenant shall perform all Tenant Work or Tenant Repairs in a good and workmanlike manner. Tenant shall use materials of good quality and perform Tenant Work or Tenant Repairs only with contractors previously approved of in writing by Landlord. Tenant shall comply with all laws, ordinances, and regulations, including, but not limited to, building, health, fire, and safety codes. Tenant hereby agrees to hold Landlord and Landlord's agents harmless and indemnified from all injury, loss, claims, or damage to any person or property (including the cost for defending against the foregoing) occasioned by, or growing out of Tenant Work or Tenant Repairs. Tenant shall promptly pay when due the entire cost of any Tenant Work or Tenant Repairs on the Premises undertaken by Tenant, so that the Premises shall at all times be free of liens for labor and materials. Tenant hereby agrees to indemnify, defend, and hold Landlord harmless of and from all liability, loss, damages, costs, or expenses, including reasonable attorneys' fees, incurred in connection with any claims of any nature whatsoever for work performed for, or materials, or supplies furnished to Tenant, including lien claims of laborers, materialmen, or others. Should any such liens be filed or recorded against the Premises or the Improvements with respect to work done for, or materials supplied to, or on behalf of Tenant, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within five (5) days after notice thereof. If Tenant desires to contest any such claim of lien, Tenant shall nonetheless cause such lien to be released of record by the posting of adequate security with a court of competent jurisdiction as may be provided by Colorado's mechanic's lien statutes. If Tenant shall be in default in paying any charge for which such mechanic's lien or suit to foreclose such lien has been recorded or filed and shall not have caused the lien to be released as aforesaid, Landlord may (but without being required to do so) pay such lien or claim and any associated costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due from Tenant to Landlord as Additional Rent.

33. **Common Area Maintenance:** Landlord shall use reasonable efforts to maintain and repair Common Areas of Property, including walks and parking lots. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse by Tenant, its employees, licensees, invitees, or contractors shall be paid by Tenant to Landlord. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part. Failure to make such repairs on a timely basis shall constitute default under Section 29.

34. **Keys/Locks:** Unless expressly permitted by Landlord in writing, Tenant shall not place any additional locks upon the Premises, including, but not limited to, exterior and interior doors. Unless expressly permitted by Landlord in writing, Tenant shall not cause any of the locks or cylinders therein to be changed or re-keyed. In the event Tenant is permitted to place additional locks upon the Premises or is permitted to change the locks on the Premises, Tenant shall provide Landlord with two (2) copies of any and all keys associated therewith.

35. **Waste/Rubbish Removal:** Tenant shall not lay waste to the Premises. Tenant shall not perform any action or practice that may injure the Premises or Property. Tenant shall keep the Premises and the Property surrounding the Premises free and clear of all debris, garbage, and rubbish. Unless otherwise provided for in the Lease, and subject to Paragraph 9 of the Lease, Landlord shall be responsible for contracting for and paying for trash and removal required by Tenant's reasonable use of the Premises.

DEFAULT, NOTICE AND REMEDIES

36. **Default:** If Tenant is in arrears in the payment of any installment of Rent, any Additional Rent, or any portion thereof, or is in violation of any other covenants or agreements set forth in the Lease (a "Default") and the Default remains uncorrected for a period of three (3) days after Landlord has given written notice thereof pursuant to applicable law, then Landlord may, at Landlord's option, undertake any of the following remedies

without limitation: (a) declare the Term of the Lease ended; (b) terminate Tenant's right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (c) recover all present and future damages, costs, and other relief to which Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and (f) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of a Default prior to expiration of the Term, Tenant shall remain responsible for the Rent and Additional Rent, subject to Landlord's duty to mitigate such damages. Pursuant to §§ 13-40-104(d.5) and (e.5), and 13-40-107.5, C.R.S., hereby incorporated by reference, in the event repeated or substantial Defaults(s) under the Lease occur, Landlord may terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the remedies listed above.

a. In addition to the remedies listed in this Paragraph 36, Tenant agrees and acknowledges that in the event of a Default, Landlord will incur time, costs and fees that are personal to Landlord. Accordingly, in the event of a Default, Tenant shall be responsible for Landlord's personal time associated with such default at the rate of \$45.00/hour. Tenant acknowledges that Landlord's rate is reasonable and prevailing in the area and that the rate charged for Landlord's time is proper as liquidated damages and is not a penalty.

37. **Abandonment:** In the event of an abandonment of the Premises, Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 38 below.

38. **Re-Entry:** In the event of re-entry by Landlord as a result of abandonment or a Default by Tenant:

a. Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs, and reasonable attorneys' fees:

b. Tenant's personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley, or, at Landlord's option, it may be removed and stored, or disposed of at Landlord's sole discretion. Landlord shall not be deemed a bailee of the property removed and Landlord shall not be held liable for the property. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third party and for any legal expense, cost, fine, or judgment awarded to a third-party as a result of Landlord's action under the term of the Lease:

c. Landlord may attempt to relet the Premises for such rent and under such terms as Landlord believes appropriate:

d. Landlord may enter the Premises, clean and make repairs, and charge Tenant accordingly:

e. Any money received by Landlord from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and

f. Tenant shall surrender all keys and peacefully surrender and deliver up possession of the Premises.

INSURANCE AND INDEMNIFICATION

39. **Negligent Damages:** Tenant shall be responsible for and reimburse Landlord for any and all damages to the Premises or Property and persons and property therein caused by the negligent, grossly negligent, reckless, or intentional acts of itself, its employees, agents, invitees, licensees, or contractors.

40. **Liability Indemnification/Insurance:** Tenant shall hold Landlord, Landlord's agents, and their respective successors and assigns, harmless and indemnified from all injury, loss, claims, or damage to any person or property while on the Premises, or any other part of the Property, or arising in any way out of Tenant's business, which is occasioned by a negligent, intentional, or reckless act, or omission of Tenant, its employees, agents, invitees, licensees, or contractors. Tenant shall maintain the following insurance policies and provide copies of same to Landlord naming Landlord as an additional insured and insuring Landlord and Landlord's agents, as their interest may appear, against all claims, demands, or actions for injury to or death.

Tenant shall obtain an occurrence-based Commercial General Liability Policy with the following limits:

Each Occurrence	\$1,000,000.00
Damage to Rented Premises (Each Occurrence)	\$1,000,000.00
Medical Expenses (Any one person)	\$10,000.00
Personal and ADV Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products (Comp/OP Agg)	\$2,000,000.00
Public Liability	\$1,000,000.00
Deductible	\$500.00

In addition, upon the hiring of any W-2 employee, Tenant shall be required to obtain a Worker's Compensation and Employers' Liability Insurance Policy with the following limits:

Employers' Liability (Each Accident)	\$500,000.00
Employers' Liability Disease (Each Employee)	\$500,000.00
Employers' Liability Disease (Policy Limit)	\$500,000.00

Each of the above policies shall be made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business, including, but not limited to, events on the Premises and anywhere upon the Property. Tenant shall also obtain any and all additional coverage that may be required by Landlord.

41. Fire/Casualty Insurance: Tenant shall maintain plate glass insurance covering all exterior plate glass in the Premises, fire, extended coverage, vandalism, and malicious mischief insurance and such other insurance as Tenant may deem prudent, covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings, and equipment in the Premises.

42. Insurance Requirements: All of Tenant's insurance related to the Premises and the Property shall be in the form and from responsible and well-rated companies satisfactory to Landlord, shall name Landlord as an additional insured thereunder, and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for such insurance shall be provided to Landlord prior to commencement of Term and upon request of Landlord.

43. Waiver of Liability: Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Property of which they shall be a part, including, but not limited to, claims for damage resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Landlord's failure to keep the Property or the Premises in repair; (3) injury done or occasioned by wind, water, or other act of God; (4) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stairs, porches, railings, or walks; (5) broken glass; (6) the backing-up of any sewer pipe, or downspout; (7) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Property or Premises; (8) the escape of steam, or hot water; (9) water, snow, or ice being upon, or coming

through the roof, skylight, doors, stairs, walks, or any other place upon, or near such Property, or the Premises, or otherwise; (10) the falling of any fixtures, plaster, or stucco; (11) fire or other casualty; and (12) any act, omission, or negligence of co-Tenants, or of other persons or occupants of the Property, or of adjoining or contiguous buildings, or of adjacent or contiguous property.

44. Third-Party Liability: Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Improvements, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Improvements.

45. Landlord Insurance: Insurance shall be procured by Landlord in accordance with its sole discretion. All awards and payments thereunder shall be the property of the Landlord, and Tenant shall have no interest in the same. Notwithstanding the foregoing, Landlord agrees to obtain building liability and hazard insurance required to be carried for the Property and Premises and adequate hazard insurance, which covers replacement cost of the Property and Premises.

46. Indemnification Fees and Costs: In case any claim, demand, action, or proceeding is made or brought against Landlord, its agents, or employees, by reason of any obligation on Tenant's part to be performed under the terms of the Lease or arising from any act of negligence of Tenant or its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

OTHER PROVISIONS

47. Destruction, or Condemnation of Premises: Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

a. Partial Destruction of the Premises: In case of partial destruction of the Premises by fire, or other casualty, Landlord at its discretion may repair the Premises with reasonable dispatch after notice of said partial destruction. Tenant shall remain responsible for payment of Rent. Subparagraph (d) of this Paragraph shall apply if Landlord determines that the partial destruction will not be repaired.

b. Premises Untenable: If the Premises are made totally untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild, or repair, then Subparagraph (d) of this Paragraph shall apply.

c. Condemnation: If the whole or part of the Premises are taken by any authority for any public or quasi-public use, or purpose, then Subparagraph (d) of this Paragraph shall apply. All damages and compensation awarded for any taking shall be the sole property of Landlord.

d. Termination of Term: Tenant agrees that if Landlord decides not to repair, or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph, the Term hereby granted by the Lease shall cease and the Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this Paragraph. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph, the Term of the Lease shall cease and terminate upon the date that possession of the Premises is taken by the authority. Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this subparagraph.

48. Holdover: Tenant shall vacate the Premises and remove all of Tenant's personal property from the Premises prior to 11:59 a.m. on the date the Term expires. Landlord may immediately commence eviction proceedings at its sole discretion. If, after the expiration of the Lease, Tenant shall remain in possession of the Premises and continue to pay Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, at a rate that is double (2x) the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease.

49. **Entry by Landlord:** Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), upon reasonable notice to Tenant. Landlord may also enter the Premises in the event of emergency, without notice, or in the event of vacancy of the Premises, as described in Paragraph 38.

50. **Guarantor:** In the event the Lease is guaranteed, the person(s) guaranteeing the Lease ("Guarantor") hereby absolutely guarantees Tenant's obligations and performance under the Lease. Guarantor further agrees to be bound by the same covenants and conditions of the Lease and hereby makes the same warranties and representations as Tenant hereunder. If Tenant defaults in the performance of its obligations under the Lease, Guarantor will perform said obligations.

51. **Subordination/Estoppel/Attornment:** The Lease shall be subordinate to all existing and future mortgages, deeds of trust, and other security interests on the Premises and to any and all extensions, renewals, refinancing, and modifications thereof. Tenant shall execute and deliver whatever instruments may be required for such purposes, or for the purpose of informing a potential or existing lender or purchaser of the Property as to the status of its tenancy. Any such instruments or estoppel letters shall contain all information reasonably required by Landlord or other entity in conjunction with such transaction. Tenant agrees to attorn to a lender or other party coming into title to the Property upon written request of Landlord.

52. **Notices:** All notices required to be sent under the Lease shall be in writing and either: (i) delivered as provided by applicable law, including, *inter alia*, § 13-40-101, C.R.S., *et seq.*, [Colorado Forcible Entry and Unlawful Detainer statute]; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class mail, postage prepaid. All notices required to be sent to Landlord shall be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant shall be sent or delivered to the Premises, unless otherwise specified in the Lease. Notwithstanding the foregoing, all notices involving or concerning § 13-40-101, C.R.S., *et seq.*, shall be delivered as provided by statute.

53. **Attorneys' Fees:** In the event Tenant or Landlord fails to perform any of its obligations under the Lease, or in the event a dispute arises concerning the meaning or interpretation of any provision of the Lease, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

54. **Governing Law:** The Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the county where the Premises are located.

55. **Amendments and Termination:** Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

56. **Captions:** The paragraph titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease.

57. **Pronouns: Joint and Several Use of Certain Terms:** Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the "Landlord" shall mean Landlord and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to the "Tenant" shall mean each and every person comprising Tenant, or an individual person, or combination of persons comprising Tenant as may be required by the specific context.

58. **Waivers:** No right under the Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

59. **Heirs, Assigns, Successors:** The Lease is binding and inures to the benefit of the heirs, assigns, and successors in interest to the parties, subject to the restrictions on assignment in Paragraph 18.

60. **Time of the Essence:** Time is of the essence of the Lease, and each and all of its provisions.

61. **No Reservation of Option:** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and is not effective as a lease or otherwise until execution and delivery by both Lessor and Tenant.

62. **Credit Reports:** Tenant hereby grants Landlord permission to obtain from time to time investigative consumer reports to ascertain the creditworthiness of Tenant and Tenant's guarantors, if applicable.

63. **Corporate Authorization:** If Tenant is a corporation, each individual executing the Lease on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver the Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of the corporation and that the Lease is binding upon the corporation in accordance with its terms. Lessee agrees to provide Landlord with such a resolution within five (5) days of the execution of the Lease.

64. **Severability:** If any term, covenant, condition, or provision of the Lease, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, or provision to persons, or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

65. **Lead-Based Paint Disclosure Rule:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. In the event the Premises were constructed before 1978, Landlord shall comply with the Lead-Based Paint Disclosure, 42 U.S.C. § 4852d.

66. **Other Applicable Laws:** Federal, state, county, or municipal laws and ordinances may affect the Premises, the Lease, and Landlord/Tenant relationship that are not specifically addressed in the Lease. Landlord and Tenant should consult legal counsel prior to execution of the Lease to ascertain such information.

67. **ADA Compliance:** Tenant shall not cause or permit any violation of the Americans with Disabilities Act (the "ADA") to occur on, or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction of use of rentable or usable space, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultation fees and expert fees) that arise during or after the Term as a result of such violation. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any remedial work required by any federal, state, or local governmental agency or political subdivision because of any ADA violation present on or about the Premises. Tenant shall be permitted to make such alterations to the Premises as may be necessary to comply with the ADA, at Tenant's sole expense and upon the prior written consent of Landlord. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at its sole expense as are required by any authority to comply with the ADA; provided that Landlord's consent to such actions shall first be obtained, which shall not be reasonably withheld.

68. **Additional Provisions:** In the event that there are any additional agreements between the parties or provisions with respect to the Premises, an Addendum may be attached to the Lease, which shall be incorporated by this reference as a part of the Lease. An Addendum containing additional provisions [is] [is not] attached. The Lease and the attached Addendum constitute the entire agreement between the parties.

THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.

TENANT:


Pickup's Pizza, LLC

By: OLIVER PHILPOTT
Its: OWNER / OPERATOR

LANDLORD:


Grand Eagle Real Estate, LLC, a Colorado limited liability company

By: CLELIA OLDEN
Its Managing Member

~~TENANT:~~

~~Pickup's Pizza, LLC~~

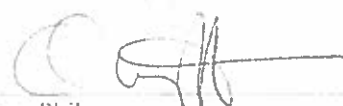
~~By: _____
Its: _____~~

LANDLORD:


Grand Eagle Real Estate, LLC, a Colorado limited liability company

By: TOM OLDEN JR
Its Member

GUARANTORS:


Oliver Philpott

Date: 3/29/19

~~Tim Jerding~~

~~Date: _____~~

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
Pickup's Pizza, LLC**

This Multi-member LLC Operating Agreement represents Pickup's Pizza, LLC that was formed in the State of Colorado on September 1st 2015, hereinafter known as the "Company".

There are a total of Two (2) Members in the Company known as:

Oliver Philpott, of 221 Cedar Dr, x2355, Gypsum, Colorado, 81637 and has 50% percent ownership-interest in the Company;

Shannon Philpott, of 221 Cedar Dr, x2355, Gypsum, Colorado, 81637 and has 50% percent ownership-interest in the Company;

hereinafter known as the "Member(s)".

WHEREAS the Member(s) desire to create a limited liability company under the laws of the State of Colorado and set forth the terms herein of the Company's operation and the relationship between Member(s).

THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member(s) and the Company agree as follows:

1. Name and Principal Place of Business

The name of the Company is Pickup's Pizza, LLC with a principal place of business at 422 McIntire, Suite 1, Eagle, Colorado, 81631. The mailing address shall be PO Box 3313, Eagle, Colorado, 81631.

2. Registered Agent

The name of the Registered Agent is Oliver Philpott with a registered office located at 221 Cedar Dr, x2355, Gypsum, Colorado, 81637 for the service of process as of June 1st 2016. This may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Colorado.

3. Formation

The Company was formed on September 1st 2015, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Colorado (the "Statutes").

4. Purpose

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

5. Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

6. Member(s) Capital Contributions

The Member(s) shall not be providing any initial capital contributions to the LLC.

7. Distributions

For purposes of this Agreement "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "Cash Receipts" shall mean all Cash Receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member(s); the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "Capital Transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

The "Capital Account" for each Member shall mean the account created and maintained for the Member(s) in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv).

The term "Members' Percentage Interests" shall mean the percentages set forth with the name of each Member.

During each annual period the net profits and net losses of the Company (other than from Capital Transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Member(s) in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members' Percentage Interests. The net losses of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Member(s) are in excess of their original contributions, to such Members in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

The Cash Receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member(s), costs of the construction of the improvements to the assets of the Company and operating expenses of the

Company; (b) to the payment of interest and establishment of cash reserves determined by the Member(s) to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and (d) to the repayment of any loans made to the Company by any Member(s). Thereafter, the Cash Receipts of the Company shall be distributed among the Members as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts of the Company, other than from Capital Transactions, shall be allocated among the Member(s) in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts from Capital Transactions shall be allocated in the following order or priority: (a) to the Member(s) in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

It is the intention of the Member(s) that the allocations under this Agreement shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

8. Books, Records and Tax Returns

The Member(s), or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish each Member, within seventy-five (75) days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement a capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions and other relevant items for federal income tax purposes.

The Member(s) intends that the Company shall be taxed as a S-Corporation in accordance with the provisions of the Internal Revenue Code. The Company shall prepare all Federal, State and local income tax and information returns for the Company, and shall cause such tax and information returns to be timely filed. Within seventy-five (75) days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member, a current list of the names and addresses of all of the Member(s) of the Company, and any other persons or entities having any financial interest in the Company.

9. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

10. Management of the Company

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of Colorado.

Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by a vote of over fifty percent (50%) of the Members' ownership-interest.

Notwithstanding any other provision of this Agreement, the Members shall not, without the prior authorization of the Members unanimously in favor to sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company; lend any Company funds or other assets to any person; establish any reserves for working capital repairs, replacements, improvements or any other purpose; confess a Judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company.

The Members shall receive such sums for compensation as Members of the Company as may be determined from time to time by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

11. Meetings of Members

The annual meeting of the Members shall be held on the 1st of October (day/month) at the principal office of the Company or at such other time and place as the Members determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Special meetings of the Members, for any purpose or purposes, may be called by any Members (or such other number of Members as the Members from time to time may specify).

Written or electronic notice stating the place, date, and time of the meeting, the means of electronic video screen communication or transmission, if any, and describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than sixty (60) days

before the date of the meeting to each Member, by or at the direction of the Manager or the Member(s) calling the meeting, as the case may be.

At any meeting of the Members, the presence of Members holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Members pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Members. If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less a quorum.

At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with the Company before or at the time of the meeting.

A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member shall file a written dissent to such action with the person acting as the secretary of the meeting before the meeting's adjournment. Such right to dissent shall not apply to a Member who voted in favor of such action.

Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject.

Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be vote upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

12. Assignment of Interests

Except as otherwise provided in this Agreement, a Member or other person holding interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of their interest in the Company, including without limitation, the capital, profits or distributions of the Company.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Company has permitted to the assignment of such interest in the allocations and distributions of the Company in accordance with Section 14 of this Agreement. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled, unless such permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

The Members agree that a Member may voluntarily withdraw from the Company without the approval, vote, or consent of the Members. Unless the withdrawing member's ownership interest was sold it shall be transferred to the remaining Member(s) in the Company at the same ownership interest percentage ratio that exists at the time of withdrawal. After being removed from the Company the withdrawing Member shall be unequivocally released from any legal or financial liability that is related to the Company unless otherwise agreed upon.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combine with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Company to establish to the satisfaction of the Company that an interest has been assigned or transferred in accordance with this Agreement.

13. Right of First Refusal

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Members of the Company before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty (60) days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen (15) days after the delivery of said offer the other Members shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen (15) days conclusively shall be deemed a rejection of the offer. Any or all of the other Members may elect to accept the offer, and if more than one of the other Members elects to accept the offer, the interest being sold and the purchase price therefore shall be allocated among the Members so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Members elect to accept the offer, then the closing of title shall be held in accordance with the offer and the Selling Member shall deliver to the other Members who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Members shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Members who have accepted such offer default in their obligations to purchase the interest, then the Selling Member, within one-hundred and twenty (120) days after the delivery of the offer, may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such person or entity to the allocations and distributions to which the assigned interest is entitled, unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said one-hundred and twenty (120) days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Members in accordance with this Agreement.

14. Admission of New Members

The Company may admit new Members (or transferees of any interests of existing Members) into by the purchase of another Member's ownership-interest.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

15. Sale of Company

The sale of the Company, either partially or in its entirety, shall only be approved by a unanimous vote of the Members. Any purchase agreement that is presented to the Company shall be reviewed by up to fifteen (15) days by the Members and put up to a vote within a seven (7) day period thereafter. At the option of any Member the vote may be delayed by up to thirty (30) days to review the details of the purchase.

If an agreement to sell the Company is approved by the Members, then all sale proceeds shall first be paid to the debt of the Company unless the Buyer is accepting some or all of the debt as part of the purchase. All remaining proceeds shall be dispersed in relation to each Member's percent ownership-interest in the Company.

16. Withdrawal Events

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the Statutes (each of the foregoing being hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty (60) days after notice to the Members of such withdrawal Event unless the business of the Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Company shall not terminate, irrespective of applicable law, if within aforesaid sixty day period the remaining Members, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Company.

In the event of a Withdrawal Event with respect to a Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interests of such Member in the Company, other than the allocations and distributions to which such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.

An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors; or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstated and in effect for thirty (30) days.

17. Dissolution and Liquidation

The Company shall terminate upon the occurrence of any of the following : (i) the election by the Members to dissolve the Company made by over fifty percent (50%) of the Members' ownership-interest; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Members to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members; (2) to the payment of debts and liabilities to Members; (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Members in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Members shall no longer be Members, and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

18. Representation of Members

Each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is of legal age; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

19. Certificates Evidencing Membership

Every membership interest in the Company shall be evidenced by a Certificate of Membership issued by the Company. Each Certificate of Membership shall set forth the name of the Member holding the membership interest and the Member's Percentage Interest held by the Member, and shall bear the following legend:

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of Pickup's Pizza, LLC dated effective as of June 1st 2016, as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

20. Notices

All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Members pursuant to this Agreement.

21. Arbitration

Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys' fees, except that in the discretion of the arbitrator any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

22. Amendments

This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

23. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Colorado. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

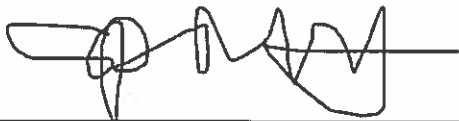
No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the Member(s) have executed this Agreement on June 1st 2016.

The Member(s) of Pickup's Pizza, LLC



Oliver Philpott



Shannon Philpott

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.

E-Filed

Colorado Secretary of State
Date and Time: 09/04/2015 10:18 AM
ID Number: 20151578915
Document number: 20151578915
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

Pickup's Pizza

(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

422 McIntire

(Street number and name)

Eagle

(City)

CO

(State)

81631

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

Mailing address

(leave blank if same as street address)

PO box 2252

(Street number and name or Post Office Box information)

Eagle

(City)

CO

(State)

81631

(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)

Jerding

(Last)

Timothy

(First)

Robert

(Middle)

(Suffix)

or

(if an entity)

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

Street address

422 McIntire

(Street number and name)

Eagle

(City)

CO

(State)

81631

(ZIP Code)

Mailing address

(leave blank if same as street address)

po box 2252

(Street number and name or Post Office Box information)

Eagle CO 81631
(City) (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)

or

(if an entity)

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

Mailing address

422 McIntire

(Street number and name or Post Office Box information)

x2252

Eagle

CO

81631

(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>Jerding</u>	<u>Timothy</u>	<u>Robert</u>	
(Last)	(First)	(Middle)	(Suffix)
<u>436 Howard</u>			
(Street number and name or Post Office Box information)			
<u>x2252</u>			
<u>Eagle</u>	<u>CO</u>	<u>81631</u>	
(City)	(State)	(ZIP/Postal Code)	
<u></u>	<u>United States</u>		
(Province – if applicable)	(Country)		

(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).

Oliver Philpott
422 McIntire
Eagle, CO 81631

Timothy Jerding
422 McIntire
Eagle, CO 81631



Colorado Secretary of State
Date and Time: 05/28/2016 08:26 PM
ID Number: 20151578915

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.

Document number: 20161376445
Amount Paid: \$10.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Change
Changing the Registered Agent Information
filed pursuant to § 7-90-305.5 and § 7-90-702 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number and the entity name, or, if the entity does not have an entity name, the true name are

Entity ID number 20151578915
(Colorado Secretary of State ID number)

Entity name or True name Pickup's Pizza

2. (If applicable, adopt the following statement by marking the box and enter all changes.)

☒ The registered agent name has changed.

Such name, as changed, is

Name
(if an individual) Philpott Oliver R
(Last) (First) (Middle) (Suffix)

or

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

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

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

3. (If applicable, adopt the following statement by marking the box and enter all changes.)

☒ The registered agent address of the registered agent has changed.

Such address, as changed, is

Street address 125 E 7th St
(Street number and name)

Eagle CO 81631
(City) (State) (ZIP Code)

Mailing address PO Box 2252
(Street number and name or Post Office Box information)

Eagle CO 81631
(City) (State) (ZIP Code)

4. (If applicable, adopt the following statement by marking the box.)

☒ The person appointed as registered agent has delivered notice of the change to the entity.

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

☐ This document contains additional information as provided by law.

6. (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 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 such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such 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 identified in this document as one who has caused it to be delivered.

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

Philpott	Oliver	R	
(Last)	(First)	(Middle)	(Suffix)
po box 3313			
(Street number and name or Post Office Box information)			
Eagle,	CO	81631	
(City)	(State)	(ZIP/Postal Code)	
United States			
(Province – if applicable)		(Country)	

(If applicable, adopt the following 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:

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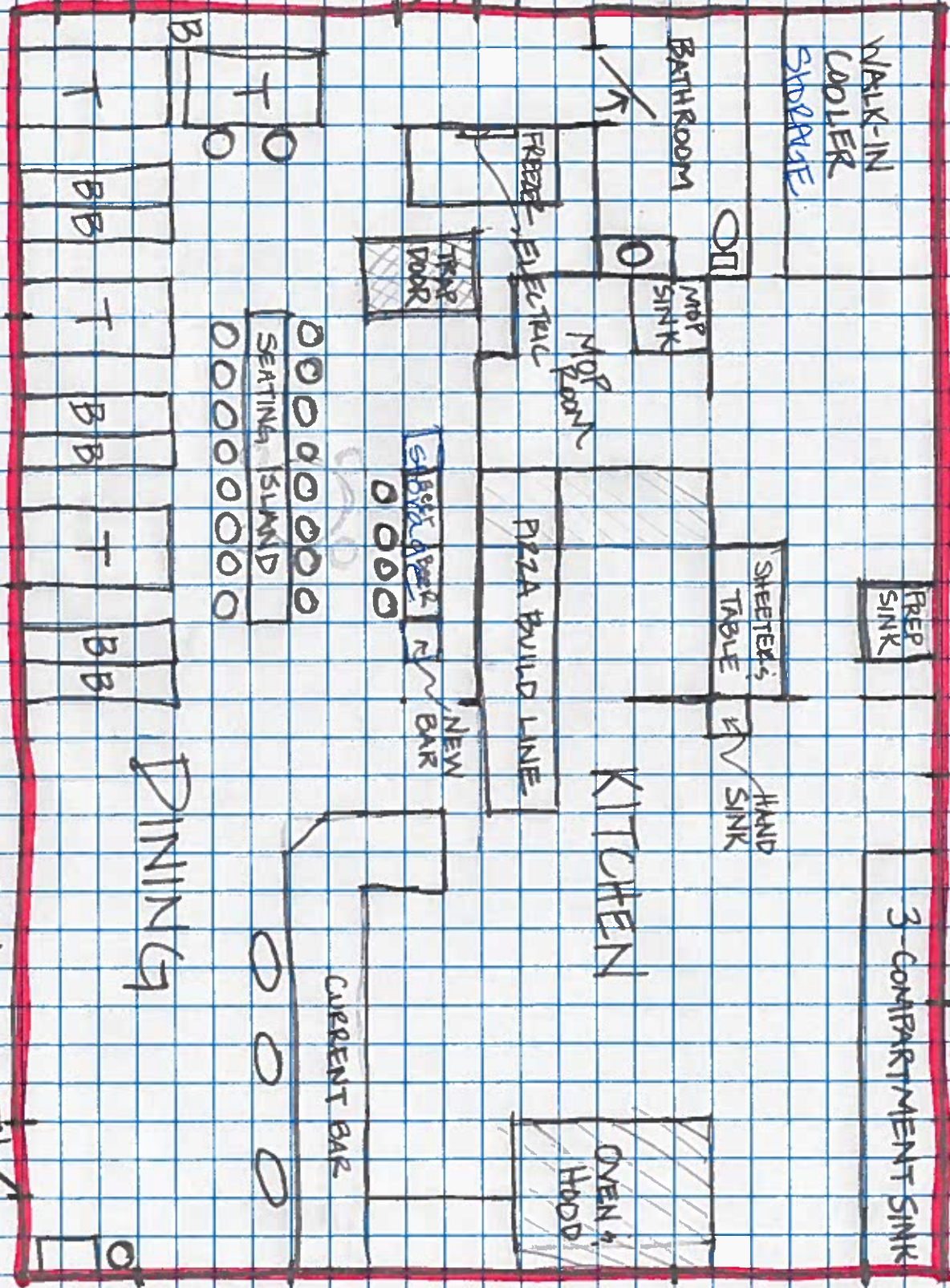
Pickup's Pizza

2019

Unit 2

EXIT

T=TABLE
B=BOOTH





TOWN OF EAGLE
P.O. Box 609
Eagle, Colorado 81631
970-328-6354
970-328-5203 (fax)
clerk@townofeagle.org

PRELIMINARY FINDINGS AND REPORT

IN THE MATTER OF APPLICATION FOR A NEW BEER AND WINE LICENSE BY PICKUPS PIZZA LLC

APPLICANTS: OLIVER AND SHANNON PHILPOTT

MANAGER: SHANNON PHILPOTT

TO THE APPLICANT HEREINABOVE NAMED AND INTERESTED PARTIES:

1. Pursuant to Colorado Revised Statutes, 44-3-312 (1), as amended, you are hereby advised that review of your application for a new beer and wine license is complete. Based on the results thereof, the following have been determined:
 - a. The location of the premises for which the license is sought is 422 McIntire Suite 1, Eagle Colorado 81631.
2. In the two years preceding May 14, 2019, there has not been a denial of an application by either the Town of Eagle or the State of Colorado for a liquor license at the location because the reasonable requirements of the neighborhood were satisfied by the existing outlets.
3. It appears from the evidence submitted that you are entitled to possession of the premises where you propose to exercise the license.
4. The building where you propose to sell liquor for on-site consumption is not within 500 feet proximity to a school.
5. As of this date, the Town Clerk and the Eagle Police Department have completed their preliminary background investigation concerning the records of the premises, applicants, employees and persons known to assist or finance the Applicant:
 - a. Pursuant to 44-3-307 (3)(a), the Town of Eagle shall have access to and consider criminal history record information of the applicants. Based upon this investigation there were no findings or results on either applicant of the LLC.
6. The neighborhood for which the Local Licensing Authority has determined as the applicable neighborhood is the Town of Eagle.
 - a. Within the neighborhood there are the following existing liquor outlets:

15 Hotel & Restaurant Licenses	1 Brewpub License
1 Tavern Licenses (Applicant)	1 Beer and Wine License
4 - 3.2% Beer Off Premises Licenses	4 Retail Liquor Store Licenses
1 Brewery (State Licensed)	1 Distillery (State Licensed)

The application is complete and ready for presentation at a Public Hearing on **May 14, 2019 at a meeting to begin at 6:00 p.m.** The Public Hearing will be conducted by the Eagle Town Board of Trustees, sitting as the Local Liquor Licensing Authority, in its Public Meeting Room, 200 Broadway, Eagle, Colorado. At said hearing, you shall have an opportunity to be heard regarding all matters in consideration of your application, including matters herein set forth. **If you wish to supply written materials to the Town Board for consideration, please submit those to the Town Clerk no later than Wednesday, May 8, 2019 so that it may be included in their packets prior to the meeting.**

This letter should not be construed as approving or denying the application. This decision rests solely with the Eagle Liquor Licensing Authority.

Submitted by,



Jenny Rakow, CMC Town Clerk

April 9, 2019

Date

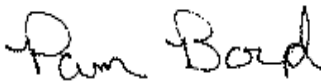
Ad #: 0000408413-02
Customer: TOWN OF EAGLE - CLASSIFIED,
Your account number is: 1003099

PROOF OF PUBLICATION
EAGLE VALLEY ENTERPRISE
STATE OF COLORADO
COUNTY OF EAGLE

I, Pam Boyd, do solemnly swear that I am General Manager of the EAGLE VALLEY ENTERPRISE, that the same weekly newspaper printed, in whole or in part and published in the County of Eagle, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Eagle for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as a periodical under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

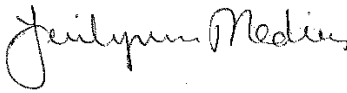
That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 1 insertion; and that the first publication of said notice was in the issue of said newspaper dated 4/25/2019 and that the last publication of said notice was dated 4/25/2019 in the issue of said newspaper.

In witness whereof, I have here unto set my hand this day, 4/30/2019.

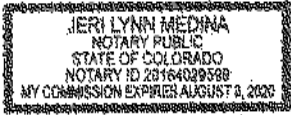


Pam Boyd, General Manager

Subscribed and sworn to before me, a notary public in and for the County of Eagle, State of Colorado this day 4/30/2019.



Jerilyn Medina, Notary Public
My Commission Expires: August 3, 2020



NOTICE OF PUBLIC HEARING
Town of Eagle
Liquor License Application
Notice is hereby given that the Town of Eagle Board of Trustees, acting as the Local Liquor Licensing Authority, shall hold a public hearing on the application of **Pickups Pizza LLC** dated April 3, 2019, requesting a New Beer and Wine Liquor License, located at 422 McIntire Suite 1, Eagle, Colorado 81631. Said hearing will be held on Tuesday, May 14, 2019 at 6:00 p.m. in the Eagle Town Hall, 200 Broadway.
By: **Jenny Rakow**
Town Clerk
Published on the Eagle Valley Enterprise on April 25th, 2019 and in the Eagle Valley Enterprise on April 25, 26 and 27, 2019. 0000408413



BEFORE THE TOWN OF EAGLE LIQUOR LICENSING AUTHORITY

200 BROADWAY
PO BOX 609
EAGLE CO 81631

FINDINGS AND ORDER APPROVING NEW LICENSE

IN THE MATTER OF

New Beer and Wine License
Pickups Pizza LLC
Address: 422 McIntire, Suite 1, Eagle, CO

Having considered the application of Oliver Philpott, Shannon Philpott – Owners of Pickups Pizza LLC for a new Beer and Wine License, and all attachments submitted therewith (the “Application”), having held a public hearing on the Application on May 14, 2019 following due and proper notice, all in accordance with the Colorado Liquor Code, 44-3-101 et seq., C.R.S., and having considered all relevant and competence evidence admitted at the said public hearing, the Local Licensing Authority FINDS AS FOLLOWS:

1. There has not been a denial of an application at the same location by either the State or Local Licensing Authority with the two (2) years preceding the date of the application.
2. The Applicant has submitted evidence that they are entitled to possession of the premises where the license is proposed to be exercised.
3. The premises where the Applicant proposes to sell alcohol is not in violation of the 500-foot limitation from any public or parochial school or the principal campus of any college, university or seminary.
4. The premises are properly zoned for the activity which will occur therein.
5. The location has been decided by a preponderance of evidence, including a petition submitted in support, that the reasonable requirements of the neighborhood and the desires of the adult inhabitants of the neighborhood are not currently being met by existing outlets.

BASED UPON THE FOREGOING, THE LOCAL LICENSING AUTHORITY HEREBY ORDERS that the application of Oliver Philpott, Shannon Philpott – Owners of Pickups Pizza LLC for a new Beer and Wine License is hereby GRANTED.

DATED this 14th day of May 2019

LOCAL LIQUOR LICENSING AUTHORITY
TOWN OF EAGLE

Kevin Brubeck, Chair

ATTEST:

Jenny Rakow, Town Clerk



MEMORANDUM

TO: Town Board of Trustees
FROM: Colton Berck, Planner I
SUBJECT: SU19-01: 304 Wall Street Withdrawal
DATE: May 14, 2019

Joe Frasco and Les Samelson of 304 Wall Street Investments LLC submitted a complete application for a Special Use Permit to allow for “High density, multiple-family dwelling” in the Central Business District on March 4th, 2019.

On May 3rd the applicant requested withdrawal of the application. Staff will be initiating a refund for the application and review fees, less any costs incurred for review and noticing.



To: Honorable Mayor and Town Board of Trustees

From: Carrie McCool, Interim Town Planner

Date: May 14, 2019

Agenda Items: Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site Specific Development Plan (vesting of property rights)

REQUEST: The applicant is requesting the Town Board of Trustees continue the Annexation, Planned Unit Development and Site Specific Development Plan public hearing to May 28, 2019.

BACKGROUND: On March 13, 2018, the Board of Trustees passed a resolution finding the Annexation Petition and Plat for Reserve at Hockett Gulch to be in substantial compliance with Section 31-12-107(1) C.R.S. This resolution also set the date for the Public Hearing to determine if the proposed annexation complies with the Colorado Constitution and applicable sections of the Colorado Revised Statutes. The hearings have been continued in order to allow for the land use application process to continue.

ANALYSIS: The applications were heard by the Planning and Zoning Commission on February 5th, 2019. The Annexation, PUD and Site Specific Development Plan (vesting of property rights) applications were noticed and heard at the April 9, 2019 Board of Trustees Public Hearing. The Town Board continued the applications to the May 14, 2019.

COMMUNITY INPUT: The Annexation Petition and Plat have been noticed per Section 31-12-108, C.R.S. Colorado Revised Statute outlines that when a zoning application accompanies the annexation petition and plat, the required noticing for the zoning process should be followed and those notices shall be completed separate from the annexation notices. Staff has noticed the land use hearings in accordance with the town's municipal code.

BUDGET / STAFF IMPACT: n/a

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: This request is in alignment with Major Objective 10: Address Essential Planning and Land-Use Challenges. Specifically, the project is being reviewed according to the Town of Eagle Land Use and Development Code as well as the Colorado Revised Statutes.

RECOMMENDED ACTION OR PROPOSED MOTION: A motion to continue the Annexation, Planned Unit Development (PUD) and Site Specific Development Plan Public Hearing for Reserve at Hockett Gulch to either the next regularly scheduled meeting date of May 28th or June 11th, 2019.

ATTACHMENTS: None



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager

Date: May 14, 2019

Agenda Item: Ordinance 10-2019 Public Safety Impact Fee

REQUEST:

Staff is requesting the Board of Trustees review an ordinance establishing a public safety impact fee.

BACKGROUND:

The purpose of the public safety impact fee is to provide one-time revenue for public safety capital expenses. Each time a new unit is built, the owner will be assessed a fee that is dedicated to public safety. Staff presented a draft ordinance and a public safety impact fee report published by BBC Research and Consulting on April 9. The BOT reviewed the language and didn't have changes and directed staff to draft a final ordinance to present at a later meeting. The BOT also approved the impact fees at the meeting and staff will prepare a fee schedule amendment once the ordinance is effective in 30 days.

ANALYSIS:

Impact fees can be used for the following:

- Repair and replacement of facilities
- Betterment and/or expansion of facilities
- Capital buy-in of assets with a useful life of five years or more, per CRS 29-20-104.5
- Costs for studies related to distinction or updating impact fee calculations

Board approved fee:

- Impact fee per dwelling unit for residential land use - \$1,319
- Impact fee for commercial land use is - \$.31 per square foot

Next steps:

- Staff will bring a fee schedule amendment after the ordinance takes effect in 30 days
- The fee change will be communicated to the development community after approval

BUDGET / STAFF IMPACT:

There will be a net increase to the town budget with the adoption of this ordinance. New development would pay only their equitable pro share of new infrastructure while the town's capital and operating funds will be reserved for fiscally appropriate, capital expenses.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Implementing the public safety impact fee advances several Business Values within the Town's Strategic Plan. Sound planning and appropriate investment assesses costs in relationship with the expense and do so in a way that is sustainable and compliments other budget expenses. Relating impact fees to the burden of growth-related expenses also strikes a balance between the value created for the community and the burden placed on developers. The public safety impact fee will further allow the Town of Eagle to protect public health and safety with proper capital investment and resources.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** adoption of Ordinance 10-2019, "An Ordinance of the Board of Trustees of the Town of Eagle, Colorado Adopting a Public Safety Impact Fee for New Development."

ATTACHMENTS:

- Ordinance 10-2019

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 10
(Series of 2019)

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO ADOPTING A PUBLIC SAFETY IMPACT FEE FOR NEW DEVELOPMENT**

WHEREAS, the Town is authorized by C.R.S. § 29-20-104.5 to assess impact fees;

WHEREAS, the Eagle Police Department commissioned a study by BBC Research & Consulting, known as the Eagle Police Department Impact Fee Study and dated December 31, 2018 (the "Impact Fee Study"), to set forth reasonable methodologies for determining the impacts of various types of development on public safety infrastructure;

WHEREAS, the public safety impact fee established by this ordinance is based on the findings and calculations in the Impact Fee Study, and does not exceed costs greater than necessary to defray the projected impacts on capital facilities caused by proposed development; and

WHEREAS, the Board of Trustees wishes to now adopt and codify a public safety impact fee pursuant to the findings and methodologies of the Impact Fee Study.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. Chapter 4.07 of the Eagle Municipal Code is hereby amended by the addition of a new Section 4.07.170, to read as follows:

4.07.170. Public safety impact fee.

Every approved development shall require the payment of a public safety impact fee pursuant to Section 4.13.250.

Section 2. Chapter 4.13 of the Eagle Municipal Code is hereby amended by the addition of a new Section 4.13.250, to read as follows:

4.13.250. Public safety impact fee.

A. *Purpose.* It is the purpose of this Section to:

1. Adopt a rational system for identifying and mitigating growth-related costs incurred by the Eagle Police Department and provide for new and expanded public safety infrastructure made necessary by expanded population and economic activity levels. The Town desires to adopt a fee structure to ensure that the Eagle Police Department's facilities and equipment needed to support

new development meet or exceed the adopted level of service standards established by the Town for public safety services.

2. Ensure that the public safety impact fees are based upon, and do not exceed, the incremental costs of providing capital improvements necessitated by new development for which the fees are levied.

3. Implement the methodology and analysis for the determination of the impact of new development on the need for, and cost of, additional capital improvements as contained in the Eagle Police Department's Study of Fiscal Impact dated December 2018.

4. Regulate the use and development of land so as to ensure that new developments bear a roughly proportionate share of the cost of capital expenditures necessary to provide adequate public safety and protection by the Eagle Police Department with the Town.

5. Ensure that the system of fees implemented herein will be linked to an implemented capital improvements program designed to provide the facilities and equipment for which the fees are imposed.

B. *Definitions.* For purposes of this Section, the following terms shall have the following meanings:

Capital improvement includes without limitation police protection planning, preliminary architectural and engineering services, architectural and engineering design studies, land surveys, land acquisition, site improvements and off-site improvements associated with new or expanded facilities; the construction of buildings and facilities; and the purchase of public safety and police apparatus and equipment, including communications equipment, with an average useable life of at least five years, and other similar expenditures necessary to adequately protect and defend new development and its inhabitants while maintaining the Eagle Police Department's current insurance services organization rating. "Capital improvement" does not include periodic or routine maintenance of facilities and equipment, personnel costs or operational expenses.

Development approval means: the approval of any final subdivision plat, other than a lot line adjustment; a planned unit development; a development permit; or a special use.

Land development activity means any change in land use or any construction of buildings or structures, or any change in the use of a structure that requires the rendering of additional public safety services over and above the demand of the previous use.

Public safety services means the services undertaken by the Eagle Police Department for the welfare and protection of the general public to maintain

public order and safety, including without limitation enforcing the law, conducting neighborhood patrols, providing for traffic calming, responding to medical emergencies, disasters, and threats of violence, performing welfare checks, and preventing, detecting, and investigating criminal activities.

C. *Imposition of public safety impact fee.* Any person who seeks approval of any development activity requiring the availability of additional public safety services shall pay a public safety impact fee in the manner and amount set forth in this Section.

D. *Computation.*

1. At the option of the applicant, the amount of the public safety impact fee may be determined in accordance with the fee schedule established by resolution of the Board of Trustees, as amended.

a. If the approval requested is for mixed uses, the fee shall be determined using the applicable schedule by apportioning the space committed to uses specified on the schedule.

b. For applications for an amendment or change to an approval previously obtained, but not constructed, the amount of the fee is the difference between the fee now applicable and any amount previously paid pursuant to this Section.

c. In the case of a change of use, redevelopment, expansion or modification of an existing use, the fee shall be based upon the net positive increase in the fee for the new use as compared to the previous use.

d. If the amount of the fee cannot be calculated at the time of approval, because the specific type of uses and the floor area for such uses are unknown, the Town may elect to defer computation and payment of the fee until approval of the development permits, or the Town may require that an estimated fee be paid. If an estimated fee is paid, any underpayment shall be recovered at the time of development permit approval. If an overpayment is made, such overpayment shall be refunded, without interest, within 30 days following the date the fee can be completely computed.

2. If the applicant elects not to have the public safety impact fee determined in accordance with subsection(D)(1) hereof, the applicant shall prepare and submit to the Town Planner a site-specific fiscal impact and fee calculation study for the land development activity for which approval is requested. The site-specific fiscal impact and fee calculation study shall follow the prescribed methodologies and formats established by the Town Planner following consultation with the Eagle Police Department. The fiscal impact study shall show

the basis upon which the site-specific fee calculation was made, and shall be prepared and presented by professionals qualified in their respective fields. The Town Planner shall consider the documentation submitted by the applicant, but is not required to accept such documentation he reasonably deems to be inaccurate or not reliable, and may, in the alternative, require the applicant to submit additional or different documentation for consideration. If an acceptable study is not presented, the applicant shall pay the public safety impact fee based upon the fee schedule. A determination of the Town Planner pursuant to this subsection may be appealed to the Board of Trustees by filing a written request with the Town Manager within ten (10) days of the Town Planner's determination.

E. *Time for payment.*

1. An applicant for subdivision approval shall pay the public safety impact fee prior to the recording of a final plat.

2. An applicant for a planned unit development shall pay the public safety impact fee prior to the approval of the development plan.

3. An applicant requesting issuance of a development permit or special use permit shall pay such fee prior to the issuance of the permit.

F. *Use of funds.*

1. All public safety impact fees shall be transferred to the Eagle Police Department within 60 days following payment to the Town, and shall be accounted for in the manner required by C.R.S. § 29-1-801, *et seq.*, and other applicable law.

2. Funds collected from public safety impact fees shall be used exclusively for the benefit of the Eagle Police Department for purposes of land acquisition and capital improvements to, and the expansion of, public safety services. Funds shall be expended in the order in which they are collected. No funds shall be used for periodic or routine maintenance, personnel costs or operational expenses.

3. If bonds or similar debt instruments are used for the advanced provision of capital improvements for which public safety impact fees may be expended, such fee revenue may be used to pay debt service on such bonds or similar debt instruments.

4. The Town shall be entitled to retain up to one percent (1%) of the public safety impact fees collected as an administrative fee to offset the cost of administering this Section.

G. *Refunds.*

1. If a development approval expires without commencement of construction or development, the applicant may file a written request for a refund, without interest, of the public safety impact fees paid. The request shall be filed with the Town Manager within thirty (30) days of the expiration of such approval. The Town shall retain one percent (1%) to off-set the costs of collection and refunding.

2. Any funds not expended or encumbered by the end of the calendar quarter immediately following ten (10) years from the date the public safety impact fee was paid shall, upon application of the then-current landowner, be returned to such landowner with interest at the legal rate, provided that the landowner submits an application for a refund to the Town Manager within 180 days of the expiration of such ten-year period; provided, however, the Eagle Police Department may, for good cause shown, request the Town to extend the ten-year period of time specified in this subsection. Such request shall be made at a public hearing held by the Board of Trustees. The Board of Trustees, in its discretion and for good cause shown, may extend such period of time for an additional period as the Board of Trustees deems reasonable and necessary.

H. *Credit.* Upon approval by the Board of Trustees, any applicant obligated to pay the public safety impact fee shall receive a credit against the amounts due or to become due for public safety capital improvements installed, purchased and paid for by such applicant when such public safety capital improvements are in addition to those required under this Title.

I. *Exemption.* The Board of Trustees may, by resolution, grant an exemption from all or any part of the public safety impact fee upon a finding that such waiver is in the best interest of the public by encouraging activities that provide significant social, economic or cultural benefits.

J. *Lien.* All public safety impact fees shall constitute a lien upon each lot or parcel of land within a development from the due date thereof until paid. If such fee is not paid when due, in addition to any other means provided by law, the Town Clerk shall certify such delinquent fees to the County Treasurer to be collected in the same manner as taxes. The Town reserves the right to withhold or revoke any permits, certificates or other approvals if public safety impact fees are unpaid.

K. *Adjustment and review.* The public safety impact fee and the funds expended by the Eagle Police Department for capital improvements shall be reviewed and adjusted as follows:

1. The public safety impact fee shall be adjusted annually for inflation effective January 15 of each year. The adjustment shall be based upon the percentage change in the United States Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, all items, all urban consumers, or its successor index.

2. The Town Manager shall, annually, in conjunction with the presentation of the Town's proposed budget, recommend any further adjustments to the public safety impact fee, following consultation with the Eagle Police Department.

Section 3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 4. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

Section 5. Effective Date. This Ordinance shall take effect 30 days after publication following adoption.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this 14th day of May, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Board of Trustees

From: Jenny Rakow, Town Clerk

Date: May 14, 2019

Agenda Item: Ordinance 11-2019 An Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado, Authorizing The Creation Of Entertainment Districts In The Town Pursuant To C.R.S. § 44-3-301(11) And Establishing Application Procedures For Certification Of Promotional Associations To Operate Common Consumption Areas Within Entertainment Districts Town Clerk, Police and Events

REQUEST: Staff has been approached by business owners in the Eagle Ranch Business District to request the Board to consider adopting language to include Entertainment Districts in the Eagle Municipal Code.

BACKGROUND: Legislation changing state liquor laws to allow entertainment districts passed in 2011. Local liquor-licensing authorities may set their own rules for common consumption areas, such as operating hours, in addition to the state's rules. Other cities that have enacted a Common Consumption Area include: Greeley, Colorado Springs, Fort Collins, Town of Snowmass Village, and Glendale.

In order to form an Entertainment District, at least two liquor licensed entities must create it and they must have a combined square footage of 20,000 square feet to be eligible.

Over the past few years the Town Board, Town Staff and outside entities have inquired about or discussed enacting an Ordinance of this nature to address certain areas and events that take place in the Town of Eagle.

[Greeley Go Cup District](#)

[Snowmass Village Base Village Merchants](#)

[Fort Collins Exchange Entertainment District](#)

[Colorado Springs](#)

ANALYSIS: Part of the District is a Common Consumption Area where the actual alcohol is allowed. This is defined in State Statue and it "means an area designed as a common area in an entertainment district approved by the local licensing authority that uses physical barriers to close the area to motor vehicle traffic and limit pedestrian access." It then allows this closed area for patrons of liquor establishments to leave with an open container within this area. The open container will be obvious and consistent, think red solo cups properly marked for identification - as an example. Ours could be a lovely neon or glow in the dark.

All comments received from other municipalities regarding Common Consumption Areas have been generally positive for the municipality itself, their communities, the neighborhood and the districts themselves. The intent of having this

option available would be to support economic vitality for Town businesses and enhance activities for residents. A well crafted application process would be necessary to ensure the town defines expectations and sets clear boundaries for when, how and where an event within these areas would take place. Town Staff has received numerous examples and templates from other entities that it would review and customize to Eagle's needs.

Because of the annual nature of the application, staff feels comfortable with approval due to the ability to review any application prior to an event taking place, revoke applicants based upon non compliance, and the ability to not grant an event if it is determined there are negative impacts, neighborhood concerns or safety issues that may not be achieved.

COMMUNITY INPUT: As stated, Town Staff has been approached by interested parties in forming an Entertainment District in the Eagle Ranch core on Capitol Street. Staff has not formally gained public comment but can consider posting a survey or public request for input if the Board desires. A survey of the neighborhood will be a requirement of the applicants before approving the area to be considered.

BUDGET / STAFF IMPACT: Staff believes this could benefit the Town by establishing the process in advance and identify locations where this district can work. This would allow entities to creatively use an available structure put in place by the State.

From a Town Staff and budget perspective, the value in the Entertainment District is that it places the accountability and responsibility on the Entertainment District, and not entirely on the Town. Security, insurance, barriers, staffing, etc. are all responsibilities of the district to address, obtain or provide for their events.

The Ordinance would address the areas where a Common Consumption Area can be, the hours of operation and security requirements. Flexibility can be done by amending the Code after it is in effect.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Business Values achieved Economic Development, Protecting Public Health, Safety and the Environment, Sound Planning and Appropriate Investment.

Major Objective No. 1: Develop a Long-Term Vision for Eagle, community culture, amenities, economic vitality. Community Engagement - Relationship between the Town and the various communities in Eagle

Major Objective No. 5: Stimulate Economic Vitality, Development, including: Small town feel, and a great place to raise a family and high-quality events that are aligned with Eagle's values and infrastructure capabilities. Encourage visitors to go Downtown and further south (Eagle Ranch). Evaluate and enhance marketing for special events and Eagle as a destination, and continue to strive to attract better brands to support events.

Major Objective No. 9: Continue Investing in Outdoor Activities, Recreation, and Open Space. Including: Market and promote the town to target audiences, promoting the Town as a summer destination and enhance the look, feel, and experience of Eagle and its environment.

Major Objective No. 11: Enhance the Town's Communications, Build Eagle's Brand, including: Clarify the brand of Eagle to the outside world, and align marketing communications with this brand and high-priority economic development initiatives.

Major Objective No. 12: Initiate and Maintain a Community Building Effort including: Document inputs from people in the various communities to develop a stronger understanding of their values, concerns, and, specific needs.

RECOMMENDED ACTION OR PROPOSED MOTION: MOTION TO APPROVE OR DENY ORDINANCE 11-2019 An Ordinance

Of The Board Of Trustees Of The Town Of Eagle, Colorado, Authorizing The Creation Of Entertainment Districts In The Town Pursuant To C.R.S. § 44-3-301(11) And Establishing Application Procedures For Certification Of Promotional Associations To Operate Common Consumption Areas Within Entertainment Districts

ATTACHMENTS:

1. Ord 11-2019 Entertainment District-O050919

**TOWN OF EAGLE, COLORADO
ORDINANCE NO. 11
(Series of 2019)**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO, AUTHORIZING THE CREATION OF ENTERTAINMENT DISTRICTS IN
THE TOWN PURSUANT TO C.R.S. § 44-3-301(11) AND ESTABLISHING
APPLICATION PROCEDURES FOR CERTIFICATION OF PROMOTIONAL
ASSOCIATIONS TO OPERATE COMMON CONSUMPTION AREAS WITHIN
ENTERTAINMENT DISTRICTS**

WHEREAS, pursuant to C.R.S. § 44-3-301(11) the governing body of a local licensing authority may create entertainment districts that allow consumption of alcohol beverages in common consumption areas;

WHEREAS, the Board of Trustees desires to exercise its local option to allow creation of entertainment districts with associated common consumption areas; and

WHEREAS, the Board of Trustees desires to establish in the Eagle Municipal Code (the "Code") the criteria for entertainment districts and common consumption areas, including application procedures, fees, and hours of operation for common consumption areas in entertainment district.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The Code is hereby amended by the addition of new Section 5.10.110 as follows:

Section 5.10.110. - Entertainment Districts.

A. Purpose. The Town is exercising its local option to allow common consumption areas in the Town by establishing entertainment districts pursuant to the Colorado Liquor Code. The regulations in this Section are in addition to all other applicable regulations in the Colorado Liquor Code, Colorado Beer Code and this Code.

B. Authority.

1. The Local Licensing Authority, acting through the Board of Trustees, is authorized to certify and decertify promotional associations; designate the location, size, security, and hours of operation of common consumption areas; and allow attachment of licensed premises to common consumption areas consistent with this Section.

2. The Local Licensing Authority may impose reasonable conditions on the licensing of common consumption areas, the certification of promotional associations, and the attachment of licensed premises to common consumption areas.

C. Definitions. For purposes of this Section, the following terms have the following meanings:

Common consumption area means an area designed as a common area located within a designated entertainment district and approved by the Local Licensing Authority that uses physical barriers to close the area to motor vehicle traffic and limit pedestrian access.

Entertainment district means an area within the Town that is designated as an entertainment district of not more than one hundred (100) acres and containing at least twenty thousand (20,000) square feet of premises licensed as a tavern, lodging and entertainment facility, hotel and restaurant, brew pub, distillery pub, vintner's restaurant, beer and wine licensee, manufacturer or beer wholesaler that operates a sales room, or limited winery at the time the district is created.

Local Licensing Authority means the Town Board of Trustees.

Promotional association means an association that is incorporated in Colorado that organizes and promotes entertainment activities within a common consumption area and is organized or authorized by two (2) or more people who own or lease property within an entertainment district.

D. Creation. Entertainment districts shall be approved by resolution of the Board of Trustees. Upon approval of an entertainment district, the Liquor Licensing Authority may certify promotional associations to operate common consumption areas within the entertainment district in which alcohol beverages may be sold, served and consumed subject to the requirements of this Code, the Colorado Liquor Code and the Colorado Beer Code, and conditions set forth in the resolution approving the entertainment district.

E. Certification of a promotional association.

1. An application to certify a promotional association shall include the following minimum information:

a. A copy of the articles of incorporation and bylaws and a list of all directors and officers of the promotional association. A member of each licensed premises shall serve as one of the directors on the board of the promotional association which shall have at least two (2) licensed premises attached to the common consumption area;

- b. A detailed map of the proposed common consumption area, including without limitation: the location of physical barriers, entrances and exits, the location of attached licensed premises, and identification of licensed premises that are adjacent, but not to be attached to the common consumption area;
- c. A security plan, including evidence of training and approval of personnel, a detailed description of security arrangements and the approximate location of security personnel within the common consumption area during operating hours;
- d. A list of dates and proposed hours of operation of the common consumption area;
- e. Documentation showing possession of the common consumption area by the promotional association;
- f. A list of the attached licensees, of which there will be a minimum of two (2), listing the following information: liquor license number, a list of any past liquor violations, and a copy of any operational agreements;
- g. An insurance certificate of general liability and liquor liability insurance naming the Town as an additional insured in a minimum amount of two million dollars (\$2,000,000.00);
- h. Documentation of the reasonable requirements of the neighborhood and the desires of the adult inhabitants for a common consumption area, as evidenced by petitions, written testimony or otherwise; and
- i. The application fee as set by resolution of the Board of Trustees.

2. Upon certification of a promotional association, the terms and conditions of the approval shall remain effective until and unless a revised or amended application is submitted and approved using the same procedures under which the original application was approved.

3. A certified promotional association shall file an application for recertification by January 31st of each year, which shall include the following: all of the information in the original application, plus a copy of any changes to the articles of incorporation, bylaws or the directors and officers of the promotional association. Failure to submit a complete application shall be grounds for the denial of the recertification.

4. Any application by a liquor licensee to attach to an existing common consumption area of a certified promotional association shall include without limitation:

- a. Authorization for attachment from the certified promotional association;
- b. The name of the licensee's designee to sit on the board of directors of the certified promotional association;
- c. Detailed map of the common consumption area showing the addition of the new licensee including location of physical barriers, entrances and exits, location of attached licensed premises, identification of licensed premises that are adjacent but not to be attached to the common consumption area, approximate location of security personnel; and
- d. An application fee as set by resolution of the Board of Trustees.

F. Review of applications for certification, recertification, decertification of, and attachment to a promotional association.

1. Upon receipt of an application for certification or recertification of a promotional association, or attachment of a liquor licensee to an existing common consumption area, the Local Licensing Authority shall review the application for compliance with this Code, the Colorado Liquor Code, and the Colorado Beer Code, and may either approve the application, with or without conditions, or may deny the application.

2. The Local Licensing Authority has the power to decertify a promotional association as authorized by C.R.S. § 44-3-301(11)(c)(III), as amended.

G. Operational requirements of promotional associations and common consumption areas.

1. The size of the common consumption area shall not exceed the area approved as the entertainment district within which the common consumption area is located but may, with approval of the Local Licensing Authority, be a smaller area within the entertainment district, provided that the common consumption area is clearly delineated using physical barriers to close the area to motor vehicle traffic and to limit pedestrian access.

2. The promotional association shall provide an appropriate amount of security, as determined by the Local Licensing Authority, to ensure compliance

with the Colorado Liquor Code, the Colorado Beer Code, and to prevent a safety risk to the neighborhood.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 3. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after publication following adoption.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this 14th day of May, 2019

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 14
(Series of 2019)

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO APPROVING THE HAYMEADOW FILING 1 FINAL PLAT AND
HAYMEADOW SUBDIVISION IMPROVEMENTS AGREEMENT

WHEREAS, Abrika Properties (the "Applicant"), owns the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on March 25, 2014, the Town approved an Annexation and Development Agreement (the "ADA") for the Property, which such ADA was amended on February 27, 2018 and March 12, 2019, and the ADA as amended controls the future development of the Property;

WHEREAS, Applicant submitted an application for approval of a Final Plat (the "Application") for a residential subdivision within a portion of Haymeadow Neighborhood A-1 titled Haymeadow Filing 1 (the "Subdivision");

WHEREAS, the specific approval criteria for the Final Plat and Subdivision Improvements Agreement is set forth in Eagle Municipal Code § 4.12.020.C;

WHEREAS, on March 19, 2019, the Town Planning and Zoning Commission held a properly-noticed public hearing regarding the Application and recommended the Board of Trustees approve the application subject to certain conditions;

WHEREAS, The Eagle Municipal Code requires a public hearing by the Board of Trustees on the Application;

WHEREAS, on April 23, 2019, the Board of Trustees held a properly-noticed public hearing regarding the Application and the Subdivision Improvements Agreement; and

WHEREAS, the Board of Trustees, upon reviewing the recommendation of the Planning and Zoning Commission, hearing the statements of staff and the public, and giving due consideration to the matter, finds and determines as provided below.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The Board of Trustees hereby finds and determines that the Final Plat and Subdivision Improvements Agreement meet all of the applicable criteria set forth in the Code and is consistent with the Town Comprehensive Plan.

Section 2. The Board of Trustees hereby approves the Application for the Haymeadow Subdivision Filing 1, Final Plat, subject to the following conditions:

5/10/2019

C:\USERS\JENNYRAKOW\ONEDRIVE - TOWN OF EAGLE\ORDINANCES\2019\14 HAYMEADOW - SIA AND FINAL PLAT-0051019.DOCX

a. No building permit application or development permit application shall be accepted by the Town until the Design Guidelines establishing architectural and building material standards, landscape design, urban design, site design standards and a design review process for development within Haymeadow have been reviewed and approved by the Town;

b. Protective covenants, homeowners' association (HOA) documents, and articles of incorporation for an HOA including the Transfer Assessment Covenant shall be finalized prior to final plat recording;

c. A maintenance agreement shall be executed between the Town and the Haymeadow Metropolitan District prior to the acceptance of any public improvements as outlined in the Subdivision Improvements Agreement; and

d. A Raw Water Irrigation Operations Plan shall be submitted for review and approval prior to execution of the Subdivision Improvements Agreement.

Section 3. The Subdivision Improvement Agreement between the Town and the Applicant is hereby approved in substantially the form attached hereto, and subject to final approval by the Town Attorney.

Section 4. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 5. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON _____, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

SUBDIVISION IMPROVEMENT AGREEMENT
(Haymeadow Filing 1)

THIS SUBDIVISION IMPROVEMENT AGREEMENT (the "Agreement") is entered into and made effective as of the _____ day of _____, 2019 (the "Effective Date"), by and between the TOWN OF EAGLE, COLORADO, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"), and ABRIKA PROPERTIES, a Florida limited liability company with an address of 8250 Southwest 27th Avenue, Ocala, Florida 34476 ("Developer") (each a "Party" and collectively the "Parties"). Haymeadow Metropolitan District No. 6 ("Haymeadow Metropolitan District") hereby joins in this Agreement and agrees that it shall be jointly and severally liable with Developer with respect to Developer's rights and obligations as pertains to public improvements under the following sections of this Agreement: 1, 2, 3, 4, 5 (subsections a through d, inclusive, only), 8, 10, 13 and 14. For the purposes of those sections of this agreement, the term "Developer" shall include both Abrika Properties LLC and Haymeadow Metropolitan District.

WHEREAS, Developer owns the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on March 25, 2014, the Town approved an Annexation and Development Agreement (the "ADA") for the Property, which ADA was amended on February 27, 2018 and March 12, 2019, and the ADA as amended controls the future development of the Property;

WHEREAS, Developer has submitted an application for approval of a Final Plat (the "Final Plat") for a residential subdivision within a portion of Haymeadow Neighborhood A-1 titled Haymeadow Filing 1 (the "Subdivision"); and

WHEREAS, the Parties agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town upon Developer in relation to the Subdivision.

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

1. Purpose. This Agreement is intended to set forth the parties' understanding and agreement as to the subdivision of the Property, including without limitation the nature of the Development, the construction of the required public improvements to serve the Property, and the responsibilities of Developer for various costs, fees and charges.
2. Rights Reserved. It is not the intention of the Parties to diminish or limit the Town's legislative, quasi-judicial, or other powers or to impose on the Town any duty, beyond its ordinances and regulations as they may from time to time exist, nor to impose any special obligation on the Town to approve or accept any future applications, plans, drawings, security

documents, improvements, and conveyances, except as otherwise set forth in this Agreement. The Parties expressly agree they will fully perform this Agreement to the extent it is consistent with law.

3. Public Improvements.

a. *General.* Developer shall construct at its own expense all the public improvements required for the Subdivision subject to this Agreement, the Final Plat and all Town ordinances, codes and regulations. The required public improvements (the "Public Improvements"), their estimated costs (the "Estimated Costs") and the deadlines for completion are set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

b. *Ownership, Maintenance, Replacement, and Enforcement Table.* The Parties acknowledge the Ownership, Maintenance, Replacement, and Enforcement Table attached as Exhibit K to the ADA must be updated with the Final Plat, and the updated Table, attached hereto as **Exhibit C** and incorporated herein by this reference, is hereby approved by the Parties. The Parties further recognize that a definitive written agreement regarding the various responsibilities referenced on Exhibit C is beneficial; therefore, the Town's final acceptance of the Public Improvements is conditioned upon the Town and the Haymeadow Metropolitan District entering into a mutually-acceptable agreement in this regard.

c. *Designs and Surveys.* Prior to the construction of any Public Improvements within the Subdivision, final construction plans for the Public Improvements shall be submitted to and approved by the Town Engineer. Developer shall provide all necessary engineering designs, surveys, field surveys, and "as built" drawings for the Public Improvements, including locations of all utility service lines. No certificate of occupancy for any building or structure in the Development shall be issued until the required "as built" drawings have been submitted to the Town. Developer shall submit both hard copy and electronic files of the "as built" drawings.

d. *Inspections.* At Developer's expense, the Town may make reasonable engineering observations, require third party inspections, and testing during construction of the required Public Improvements in such reasonable intervals and upon reasonable notice, as the Town Engineer may request. Observation, acquiescence in or approval by any inspector shall not constitute the approval by the Town of any portion of such Public Improvements.

e. *Construction Operations Plan.* Prior to commencing construction, Developer shall obtain Town Engineer approval of a construction operations plan (the "Operations Plan"). The Operations Plan shall include without limitation provisions for construction access, proposed temporary interior haul roads, hours of operation for construction, noise mitigation, dust control, signage, construction water, and reclamation standards for all surface areas disturbed by construction.

4. Completion of Public Improvements; Acceptance; Conveyance; Warranty. The provisions of Section 11 of the ADA are hereby incorporated in this Agreement by this reference.

5. Developer's Obligations.

a. *Nuisances.* Developer shall prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by the Code. If the Town determines that a nuisance exists, Developer shall be subject to the provisions of the Code regarding the abatement of nuisances and the cost assessed therefor. If the nuisance is not abated to the satisfaction of the Town, the Town may, upon 30 days' written notice, draw upon the Performance Guarantee to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Code. The Town may exercise this right in addition to, or in lieu of, other available remedies. The decision to draw on the Performance Guarantee shall be within the sole discretion of the Town.

b. *Applicable Law.* Developer shall comply in all material respects with all applicable laws, including without limitation all current and future federal, state, and local statutes, regulations, ordinances, and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater, or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation, or investigation of a Hazardous Material; and the protection of human health, safety, or the indoor or outdoor environmental, all applicable environmental statutes of the State of Colorado; and all other federal, state, or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders, or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect.

c. *Costs.* Pursuant to the Code § 4.03.080(C)(2), Developer shall pay to the Town the following: the actual cost to the Town for consulting engineering, surveying, base map updating, consultant planning services, publication costs, and legal services rendered in connection with the Subdivision approval and inspections of the Public Improvements, including the reasonable value of a salaried employee's time.

d. *Weed Management.* Developer shall undertake weed management to reclaim the upland open space populated with weeds, including Tract E, concurrently with construction of the Public Improvements. The Town acknowledges that the following documents have been submitted by Developer in this regard: the Ecological Restoration Plan for Tract E dated 4/1/19; and the Integrated Weed Management Plan dated 4/1/19.

e. *Mail Delivery.* The Town acknowledges that Developer has performed its obligations under Section 21 of the ADA with respect to meeting with representatives of the United States Postal Service concerning the possibility of obtaining home delivery within the Subdivision, a postal annex to serve the Subdivision, and the provision of cluster mail boxes within the Subdivision. At this time, no agreement has been reached with the United States Postal Service and therefore no mail facilities are required within the Subdivision.

f. *Design Guidelines.* Developer shall submit to the Town for approval proposed design guidelines establishing architectural and building material standards, landscape design, urban design, site design standards and a design review process for the Subdivision (the "Design

Guidelines"). The Town shall not issue a building permit or development permit for the Subdivision until the Design Guidelines have been approved by the Town.

g. *Workforce Housing.* Pursuant to Code § 4.04.110, the Local Employee Residency Program (the "LERP") requires that at least 10% of each new residential housing development must be affordable to lower and moderate-income households. The Parties agree that Developer has submitted a LERP Plan that is in compliance with all Town Code requirements and is acceptable to the Town.

6. Dedications.

a. *Final Plat.* Developer has dedicated all applicable tracts, rights of way, and other parcels of real property to the Town as provided on the Final Plat.

b. *Water Rights.* Developer has dedicated sufficient water rights to the Town to serve the Subdivision.

c. *Fire Station Parcel.* Within 30 days after recording of the Final Plat, Developer shall transfer to the Greater Eagle Fire Protection District, by general warranty deed, the 1.6 acre parcel shown on the Final Plat as Tract G, subject to the terms and conditions of Section 14.3 of the ADA.

7. Fees.

a. *Water Plant Investment Fees.* Developer has paid \$3,000,000 for water plant investment fees with a credit of \$4,200 applied per unit in the Subdivision.

b. *Sewer Investment Fees.* All plant investment fees for treated water service and wastewater collection and treatment service shall be assessed as provided in the Code.

c. *Street Improvement Fee.* In accordance with Code § 4.13.220, Developer shall pay to the Town the sum of \$18,286, calculated at \$1,016 per unit.

d. *Fire Protection Impact Fees.* Developer shall pay to the Town a Fire Protection Impact Fee to be calculated based upon proposed development within the Subdivision upon the date the Greater Eagle Fire Protection District is issued a building permit for construction of the new fire station on Tract G shown on the Final Plat.

e. *Recapture Fees.* Developer acknowledges that under the Recapture Agreement entered into between the Town and West Eagle Ranch, LLC, wherein Developer is required to pay to the Town a prorated share of the cost incurred by West Eagle Ranch, LLC for improvements known as the Sylvan Lake Road extension and U.S. Highway 6 access improvements, as well as certain wastewater improvements. The Recapture Fees owed by the Developer to the Town are calculated to be \$1,051.12 per unit for a total of \$18,920.16.

f. *Waiver of Right to Challenge Fees.* Developer acknowledges that the fees described in this Section are reasonable and necessary to mitigate the off-site impacts generated by the Subdivision. Developer waives any right it may have to challenge or contest such fees in any court on the basis that such impact fees are not reasonably related in the impacts of Subdivision.

8. Performance Guarantee. The provisions of Section 12 of the ADA are hereby incorporated in this Agreement by this reference.

9. Indemnification. Developer hereby expressly agrees to indemnify and hold the Town harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, excluding Town officers, agents or employees, in connection with, or on account of the performance of work within the Development and elsewhere by Developer, or its agents, contractors or employees pursuant to this Agreement, except to the extent any such claims, costs or liability arises from the negligent or intentional act or omission of the Town or any Town officers, agents or employees.

10. Insurance.

a. *Policies.* Developer and every contractor hired by Developer to perform work under this Agreement shall procure and maintain at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by such contractor. The required coverages set forth below shall be procured and maintained with forms and insurers acceptable to the Town.

i. Workers' compensation insurance as required by law.

ii. General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate, applicable to all premises and operations and including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual, and employee acts), blanket contractual independent contractors, products, and completed operations.

b. *Form.* The policies shall be endorsed to include the Town and the Town's officers and employees as additional insureds. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Every policy shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by Developer. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations. Developer shall be solely responsible for deductible losses under any policy required above.

c. *Certificate.* Upon request by the Town, Developer shall provide the Town with a certificate of insurance as evidence that policies providing the required coverages, conditions,

and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policy shall not be canceled, terminated or materially changed until at least 30 days' prior written notice has been provided to the Town.

11. Vested Rights. The Final Plat shall constitute a "Site Specific Development Plan" under the Code and C.R.S. § 24-68-101, *et seq.* The vested rights shall continue until June 7, 2034. After expiration of the Term, the vested rights shall be deemed terminated and of no further force or effect. These vested rights shall not preclude the application of Town regulations of general applicability, including without limitation the application of local improvement districts, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state, or federal regulations, as all of the foregoing exist on the Effective Date or may be enacted or amended after the Effective Date.

12. Adequate Public Facilities.

a. *Determination of Adequacy.* In accordance with Section 6 of the ADA, the Town determines that the conditions described in Section 6.1 of the ADA have been met or will be met concurrently with the impacts generated by the Subdivision and that the Subdivision does not deviate from the approved PUD Development Plan, PUD Guide or the ADA in a manner that materially increases the impacts on the Public Facilities. Therefore, the Town finds and determines that Adequate Public Facilities exist to provide necessary services for the Subdivision when the Public Improvements are completed.

b. *Prior Determination Affirmed.* The Town further reaffirms its positive Determination of Adequacy subject to the conditions set forth in Section 6 of the ADA.

13. Breach.

a. *Notice.* Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to the Performance Guarantee, the Town shall provide Developer 30 days' written notice of its intent to take any action under this Section, during which Developer may cure the breach and prevent further action by the Town.

b. *Remedies.* If Developer breaches any provision of this Agreement, the Town may take such action as permitted or authorized by law or this Agreement as the Town deems necessary to protect the public health, safety and welfare. The remedies include without limitation: the refusal to issue any building permit or certificate of occupancy; the revocation of any building permit previously issued under which construction directly related to such building permit has not commenced; a demand that the security given for the completion of the Public Improvements be paid or honored; or any other remedy available at law or in equity. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted for work negligently or defectively performed.

14. Miscellaneous.

a. *Assignment.* This Agreement shall not be assigned by Developer in whole or in part without the prior written authorization of the Town.

b. *Governing Law and Venue.* The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be Eagle County, Colorado.

c. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Agreement.

d. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

e. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

f. *Governmental Immunity.* Nothing herein shall be construed as a waiver of any protections or immunities of the Town, Haymeadow Metropolitan District or their respective employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

g. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

h. *Notice.* Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement. Any notice to Developer will also be delivered by email to Brandon@abrika.com.

i. *Integration.* This Agreement, together with all exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Parties with respect to any and all of the subject matter hereof.

j. *Recordation.* This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder.

k. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town or Haymeadow Metropolitan District (with it being understood that amounts to be paid under any construction contract will be appropriated by the Board of Haymeadow Metropolitan District prior to execution) not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently

appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

ABRIKA PROPERTIES LLC

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2019, by
_____ as _____ of Abrika Properties LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

**HAYMEADOWMEADOW METROPOLITAN
DISTRICT NO. 6**

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2019, by
_____ as _____ of Haymeadow Metropolitan District No. 6.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____



To: Mayor and Town Board of Trustees

From: Jeremy Gross, Marketing & Events Manager

Date: May 14, 2019

Agenda Item: Ordinance 12-2019 An Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado Amending Title 6 Of The Eagle Municipal Code By The Addition Of A New Chapter 6.05 Requiring A Special Event Permit For Certain Activities Affecting Town Property, Jeremy Gross Marketing & Events Manager

REQUEST: Repeal section 11.14 of the Eagle Municipal Code and replace it with a new chapter titled 6.05.

BACKGROUND: As staff was preparing a special event policies and procedures document to be adopted for all events occurring in the town, we realized that our code was not supporting the current and planned operations in an effective way. When we started on the process of updating out dated definitions, sections, etc. in the current code, it became clear that a more effective and efficient process to make the changes was a repeal and replace of the entire section 11.14.

ANALYSIS: Staff originally worked internally to make some changes to the special event regulations, Section 11.14 of the Eagle Municipal Code. As part of identifying the changes to be made we reviewed town code samples from many local and regional municipalities. One of the code samples that stood out as a very strong example was the Town of Breckenridge Code. Chief Staufer was familiar with this code from his experience working in the Town of Breckenridge. We used this code as a template to more clearly identify the regulations of Eagle special events. Chief Staufer, Jenny Rakow and Jeremy Gross worked together on the needs of the town code to protect the town as we take on more frequent event production. The town's legal team then made comments and recommendations and assisted in writing the new section to be adopted.

The new code section aligns with the Town's practice of referencing policy documents as opposed to identifying specific rules in the code. It also better protects the town from risk associated with the process of approving, denying and operating special events and demonstrations.

COMMUNITY INPUT: No external communication was engaged for this process.

BUDGET / STAFF IMPACT: Staff and legal time to develop the new code section.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Major Objective No. 1: Develop a Long-Term Vision for Eagle
Major Objective No. 2: Enhance the Financial Health of the Town
Major Objective No. 5: Stimulate Economic Vitality, Development

RECOMMENDED ACTION OR PROPOSED MOTION: A motion to approve or deny "AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO AMENDING TITLE 6 OF THE EAGLE MUNICIPAL CODE BY THE ADDITION

OF A NEW CHAPTER 6.05 REQUIRING A SPECIAL EVENT OR DEMONSTRATION PERMIT FOR CERTAIN ACTIVITIES
AFFECTING TOWN PROPERTY”

ATTACHMENTS:

1. Ord 12 Special Event Permit-0050919

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 12
(Series of 2019)

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO AMENDING TITLE 6 OF THE EAGLE MUNICIPAL CODE BY THE
ADDITION OF A NEW CHAPTER 6.05 REQUIRING A SPECIAL EVENT OR
DEMONSTRATION PERMIT FOR CERTAIN ACTIVITIES AFFECTING TOWN
PROPERTY**

WHEREAS, special events and demonstrations contribute to the economic, cultural, social, and environmental health and well-being of the community;

WHEREAS, special events and demonstrations, however, also create special regulatory problems and quality of life issues, including the need for crowd control, sanitation, security, traffic management, parking, and infrastructure;

WHEREAS, use of parks and other public property by large groups has the possibility to interfere with the use of the parks and other public property by other members of the public;

WHEREAS, the Board of Trustees, having considered the size and population of the Town and the resources available to the Town, determines that special events and demonstrations with 50 or more participants should require a permit so that the Town can take appropriate measures to ensure that the public health, safety and welfare is adequately protected;

WHEREAS, courts have recognized the right of municipalities to enact reasonable time, place and manner restrictions related to special events and demonstrations, such as those established herein while respecting and protecting the free speech rights of groups and individuals wishing to express their views by such methods; and

WHEREAS, it is reasonable and appropriate for the Town to enact the regulations in this ordinance to ensure the delivery of critical emergency services and to protect the public health, safety and welfare while also respecting and ensuring free speech rights.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. Chapter 11.14 of the Eagle Municipal Code is hereby repealed in its entirety.

Section 2. Title 6 of the Eagle Municipal Code is hereby amended by the addition of a new Chapter 6.05, to read as follows:

Chapter 6.05. SPECIAL EVENTS AND DEMONSTRATIONS

Section 6.05.010. Purpose.

The purpose of this Chapter is to provide for and regulate the use of public property to minimize the impacts of large groups and to ensure that public property is reasonably available and safe for use by the public.

Section 6.05.020. Definitions.

As used in this Chapter, the following terms shall have the following meanings:

Demonstration means a rally, picketing, protest, speechmaking, march, vigil, religious service or any similar gathering that primarily involves the communication or expression of views or grievances that involves fifty (50) or more participants and occurs on a public property.

Public property means any property owned or controlled by the Town and open to the public or available for public use, including without limitation public streets, rights of way, sidewalks, parks, open space, facilities and public buildings.

Special event means a planned event involving a gathering of fifty (50) or more people which occurs on public property, including without limitation block parties, parades, festivals, walks, running or bicycle races, fundraisers, picnics, or sports tournaments, but excluding demonstrations.

Section 6.05.030. Permit required.

It is unlawful for any person to stage, hold, present, or conduct a special event or demonstration within the Town without a valid permit issued under this Chapter.

Section 6.05.040. Exemptions.

The provisions of this Chapter shall not apply to:

1. An indoor special event of any kind; or
2. A recreational event at Eagle Town Park, Brush Creek Park, Terrace Park or the Town's multipurpose fields and scheduled through the Town.

Section 6.05.050. Application.

A. Any person desiring to sponsor or conduct a special event or demonstration shall file an application with the Town Manager's office on a form supplied by the Town.

B. Each application shall be accompanied by a signed indemnification agreement stating that the applicant, in exchange for issuance of the permit, agrees to reimburse the Town for any costs incurred by the Town in repairing damages to public property caused by the applicant, sponsors, invitees, or participants of the special event or demonstration and agreeing to defend the Town against, and indemnify and hold the Town harmless from, any liability to any person or property that arises from or is related to the special event or demonstration.

C. Each application shall be accompanied by a nonrefundable application fee in such amount established by resolution of the Board of Trustees. Demonstration permits shall not be subject to an application fee.

Section 6.05.060. Review; decision.

A. Upon receipt of a complete application, the Town Manager shall transmit copies of the application to such persons, agencies, or departments as the Town Manager deems appropriate. Within ten (10) days, the referral agencies shall provide the Town Manager with any comments concerning the application.

B. The Town Manager shall approve, deny or conditionally approve an application for a special event permit within forty (40) days of receipt of the completed application. Notice shall be provided by e-mailing a copy of the Town Manager's decision to the applicant at the e-mail address provided in the application. If an application is denied or conditionally approved, the Town Manager shall clearly set forth in writing the grounds for such denial or conditional approval.

C. The Town Manager shall approve, deny or conditionally approve an application for a demonstration permit within forty-eight (48) hours of receipt of the completed application. The Town shall, upon a showing of good cause, consider an application for a demonstration to occur within forty-eight (48) hours of the receipt of the completed application if there is sufficient time to process and investigate the application and obtain necessary Town services for the demonstration. Notice shall be provided by e-mailing a copy of the Town Manager's decision to the applicant at the e-mail address provided in the application. If an application is denied or conditionally approved, the Town Manager shall clearly set forth in writing the grounds for such denial or conditional approval.

Section 6.05.070. Criteria for denial; conditions.

A. The Town Manager shall approve a permit application unless the Town Manager determines, upon consideration of the application and other pertinent information, that:

1. Information contained in the application or supplemental information obtained from the applicant is found to be false in any material detail;

2. The applicant is not legally competent to contract under Colorado law;

3. The applicant or the person on whose behalf the application is made has failed to pay costs, fees, or deposits for a previous special event or demonstration permit within the preceding five (5) years; or the applicant has failed to pay the Town for damages arising from a previous special event or demonstration held by the applicant, regardless of when such event was held;

4. The applicant has failed to abide by the requirements or conditions of a previous permit within the preceding five (5) years;

5. The special event or demonstration will conflict with: a special event or demonstration for which a permit has already been issued; a Town-sponsored event; or an annual special event which is reasonably expected to be held again, but for which an application has yet to be submitted.

6. The location of the special event or demonstration will substantially interfere with any scheduled construction or maintenance work;

7. The special event or demonstration will cause significant disruption in the ability of the Town to deliver or provide essential governmental services;

8. Adequate sanitation and other required health facilities are not and cannot be made available at or sufficiently near the proposed special event or demonstration area(s); or

9. Sufficient parking is not available near the location of the special event or demonstration to accommodate the number of vehicles reasonably expected, and an acceptable transportation and parking plan to provide adequate parking has not been submitted.

B. When the grounds for denial of an application can be corrected by the imposition of reasonable conditions, the Town Manager shall, instead of denying the application, conditionally approve the application with conditions necessary to protect the public health, safety, and welfare of the public, including without limitation:

1. Alteration of the date, time, duration, frequency, route or location of the special event or demonstration;

2. A deposit in an amount the Town Manager finds is appropriate based upon an estimate of the actual costs to be incurred by the Town in the clean-up of the special event or demonstration;

3. Proof of insurance demonstrating that the permittee has in effect a policy of general liability insurance in an amount determined by the Town Manager based upon issues routinely considered by the Town in evaluating loss exposures;

4. Conditions concerning parking, pedestrian or vehicular traffic, including without limitation restricting the special event or demonstration to only a portion of a street or right-of-way;

5. Traffic control requirements, such as traffic cones, barricades or other traffic control devices;

6. Provision of emergency access and first aid or sanitary facilities;

7. Supplemental fire protection or law enforcement personnel to be present at the special event;

8. Notice of the special event or demonstration to surrounding neighborhoods;

9. Restrictions on the number and type of vehicles, animals or structures and inspection and prior approval of floats, structures and decorated vehicles;

10. Required trash receptacles, cleanup and restoration of property;

11. Restrictions on amplified sound; and

12. Designation of a contact person with decision-making authority who will be continuously available to law enforcement personnel and present at the special event or demonstration.

Section 6.05.100. Duties of permittee; posting.

In connection with the holding of the special event or demonstration for which a permit is issued, a permittee shall:

A. Comply with all of the terms and conditions of the permit and all applicable Town ordinances and state and federal laws;

B. Permit inspection of its records and special event or demonstration facilities by the Town Manager for the purpose of determining the permittee's compliance with the terms and conditions of the permit; and

C. Ensure that a copy of the permit is continuously posted in a conspicuous location at the site of the special event or demonstration throughout the duration of the event or demonstration.

Section 6.05.080. Suspension; revocation.

A. The Town Manager may suspend or revoke a permit at any time prior to the special event or demonstration if: conditions change or facts come to light so that the application could have been denied in the first instance; or the terms of a conditional permit have not been satisfied in the time specified for meeting the condition.

B. The Town Manager may suspend or revoke a permit during the course of the special event or demonstration if: continuation of the special event or demonstration presents a clear and present danger to the participants or the public health, safety or welfare; or the special event or demonstration fails to comply with any condition of the permit or any applicable law.

C. In deciding whether a permit should be suspended or revoked, the Town Manager shall consider: the nature and seriousness of the issue; the corrective action, if any, taken by the permittee; and the likelihood of recurrence.

D. The Town Manager's decision under this Section is appealable to the Board of Trustees pursuant to Section 6.05.100.

E. No application fees paid by a permittee in connection shall be refunded if such permit is suspended or revoked, unless the decision is overturned on appeal.

Section 6.05.090. Permit non-transferable.

A permit is non-transferable and non-assignable. Any attempt to transfer or assign such permit voids the permit.

Section 6.05.100. Appeal.

A. Special event permit.

1. A decision of the Town Manager regarding a special event permit may be appealed to the Board of Trustees by filing a written notice of appeal setting forth the grounds for appeal within ten (10) days after the decision is rendered. Failure to timely appeal the Town Manager's decision is a waiver of the right to appeal.

2. The applicant or permittee shall be provided with not less than ten (10) days' prior written notice of an appeal hearing to be held by the Board of Trustees. The burden of proof shall be on the applicant or permittee.

3. If the Board of Trustees finds by a preponderance of the evidence that the decision of the Town Manager was correct, the Board of Trustees shall uphold the decision of the Town Manager. If the Board of Trustees finds by a preponderance of the evidence that the decision of the Town Manager was incorrect, the Town Manager's decision shall be set aside.

4. The decision of the Board of Trustees shall be final, subject only to judicial review.

B. Demonstration permit.

1. A decision of the Town Manager regarding a demonstration permit may be appealed by filing a written notice of appeal setting forth the grounds for such appeal within ten (10) days after the decision is rendered.

2. Within twenty-four (24) hours of the receipt of such appeal, the Mayor shall review the appeal and issue a written decision, which decision shall be final and subject only to judicial review. The burden of proof shall be on the applicant or permittee.

3. If the Mayor finds by a preponderance of the evidence that the decision of the Mayor was correct, the Board of Trustees shall uphold the decision of the Mayor. If the Mayor finds by a preponderance of the evidence that the decision of the Town Manager was incorrect, the Town Manager's decision shall be set aside.

4. If an appeal is filed less than twenty-four (24) hours prior to the requested date for the demonstration, and the Mayor is unable to review the appeal prior to the requested date, the Mayor shall notify the appellant that circumstances do not permit a determination of the appeal, and said applicant is entitled to seek judicial review of the denial with no further administrative review.

Section 6.05.110. Relationship to other ordinances.

A. The permittee shall ensure that the special event or demonstration complies with all other applicable law. Specifically:

1. A permit issued under this Chapter is not a special events liquor license. If alcoholic beverages are to be served, the permittee must obtain the required permit or approval from the Town Clerk.

2. A development permit or building permit may be required depending upon the size and scale of any temporary structures proposed to be used in connection with the special event or demonstration.

B. Notwithstanding the foregoing, a permit issued under this Chapter may authorize the permittee to display temporary signage in connection with the special event or demonstration, if the signage is included in the application and approved as part of the permit.

Section 6.05.120. Rules and regulations; Manager's authority to except.

The Town Manager is authorized to adopt administrative rules and regulations as may be necessary for the proper administration of this Chapter.

Section 06.05.130. Violation and penalty.

A. It is unlawful to violate any provision of this Chapter. Violations of this Chapter shall be punished as set forth in Chapter 1.12.

B. In addition to all other available remedies, a special event or demonstration without a valid permit issued pursuant to this Chapter may be enjoined by any court of competent jurisdiction.

Section 3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 4. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

Section 5. Effective Date. This Ordinance shall take effect thirty (30) days after publication following adoption.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this 14th day of May, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager

Date: May 14, 2019

Agenda Item: Resolution No. 26 River Park and Fairgrounds Use Agreement

REQUEST:

Staff is requesting that the Board of Trustees review an amendment to the Use Agreement between Eagle County and the Town of Eagle for the River Park and Fairgrounds.

INTRODUCTION:

The town executed a use agreement on March 28, 2018 for the instream and Upland Park construction in the River Park. The use agreement laid out the roles and responsibilities for stage 2 of the project. Now that both stages of the park will be complete on May 24. An update to the current agreement is necessary for the operation and maintenance of the park until the land is conveyed to the town. Staff has review and negotiated the terms of the agreement and is comfortable moving forward. Attached to this memo is resolution and agreement.

ANALYSIS:

The amendment to the Use Agreement commits the town to the following items.

Eagle County grants town authority to use the premise with the following provisions:

- Town can make rules and regulations for the use of the park
- Town can contract, regulate and collect revenues associated with the park
- Town must name Eagle County as additionally insured and cannot interfere with contracts the county currently holds with operators
- Town is responsible for the maintenance of the River Park facilities and parking lot, including plowing for public and commercial parking operations
- Town will maintain the Riverside Path
- Town will maintain law enforcement per the IGA approved on March 27, 2018
- Town will make available all River Park facilities for county events
- Town shall provide notice to the county of Eagle River Park Events no less than 30 days prior
- The county will use best efforts to provide town notice of events scheduled at the fairgrounds
- Town will coordinate signage associated with the River Park
- Operators at the park will secure permits and licenses through the Town of Eagle
- The town will not prohibit use of the parking lot and will keep it in good working order

COMMUNITY INPUT:

None required.

BUDGET / STAFF IMPACT:

The amendment does not have an impact to the budget or staff.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This agreement aligns with the following values and objectives:

Major Objective No.4: Develop River Park Project, Maximize Economic Benefits – This agreement ensures that the town can use the River Park in coordination with the county. Joint use of the facility promotes economic development and collaboration. The county and town continue to have a strong partnership which has resulted in maximizing our efforts.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** adoption of Resolution #26, “A Resolution Approving an Agreement Between Eagle County and the Town of Eagle for the Use, Operation and Maintenance of the Eagle River Park at the Eagle County Fairgrounds Property.”

ATTACHMENTS:

- Resolution No. 26
- Use Agreement

RESOLUTION NO. 26
(Series 2019)

A RESOLUTION APPROVING AN AGREEMENT BETWEEN EAGLE COUNTY AND THE TOWN OF EAGLE FOR USE, OPERATION AND MAINTENANCE OF THE EAGLE RIVER PARK AT THE EAGLE COUNTY FAIRGROUNDS PROPERTY

WHEREAS, the Town and Eagle County amended an Agreement on March 27, 2019 to allow construction of the Eagle River Park;

WHEREAS, the current amended Agreement is for the use, operations and maintenance of the newly constructed Eagle River Park;

WHEREAS, the Agreement outlines how the Town and County will coordinate events and maintenance of shared facilities at the Fairgrounds Property and adjacent parking lot;

WHEREAS, the new Agreement is an interim step to such conveyance and annexation of the Eagle River Park property to the Town of Eagle;

WHEREAS, after such conveyance, the Town and County will revise the terms and conditions as part of the Annexation Agreement; and

WHEREAS, the Annexation Agreement will replace this Use Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF EAGLE, COLORADO:

The Board approves an Agreement with Eagle County for the use, operation and maintenance of the Eagle River Park at the Eagle County Fairgrounds Property.

RESOLVED, APPROVED AND ADOPTED this 14th day of May 2019.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Anne McKibbin

ATTEST:

Town Clerk, Jenny Rakow

**AGREEMENT BETWEEN EAGLE COUNTY, COLORADO
AND THE TOWN OF EAGLE
FOR USE, OPERATION AND MAINTENANCE OF THE EAGLE RIVER PARK AT
THE EAGLE COUNTY FAIRGROUNDS PROPERTY**

THIS AGREEMENT for Use, Operation and Maintenance of the Eagle River Park at the Eagle County Fairgrounds Property dated _____ (the “Agreement”), is between Eagle County, Colorado, a body corporate and politic, by and through its Board of County Commissioners (“County”) and the Town of Eagle, by and through its Board of Trustees (“Town”). Together, the Town and the County are referred to as the “Parties.”

WHEREAS, the Parties previously entered into an Agreement dated June 23, 2015 (Eagle County C15-270), amended on June 28, 2016 (Eagle County C16-251) and December 20, 2016 (Eagle County C16-472), in which the Parties agreed to cooperate in certain efforts related to the design of the Eagle River Park, including the instream river features and associated improvements (the “Whitewater Park”) and an associated public recreation area (the “Upland Park”) (the Whitewater Park and the Upland Park will be referred to collectively as the “Eagle River Park”); and

WHEREAS, the design of the Eagle River Park included land owned by Eagle County, identified as the “Premises – Eagle County Property” on the map attached hereto as **Exhibit A** and incorporated herein by this reference (the “Premises”); and

WHEREAS, the Parties entered into an Agreement dated December 6, 2017 (Eagle County C17-402), amended on March 27, 2018 (Eagle County C18-114), to allow the construction of the Eagle River Park on certain portions of the Premises, subject to the terms and conditions contained therein (the “Construction Use Agreement”); and

WHEREAS, while the Town may desire to make future instream river modifications to the Whitewater Park features and may undertake additional landscaping work beyond such date, the majority of significant construction activities at the Eagle River Park are scheduled for completion by May 24, 2019;

WHEREAS, when construction is entirely finished; the Eagle River Park is professionally surveyed “as built;” the Premises is subdivided in accordance with the requirements of Eagle County Land Use Regulations; and the Parties agree on mutually acceptable terms and conditions related to their respective uses of the Premises and surrounding areas, the County intends to convey the portion of the Premises that have been constructed as the Eagle River Park (precise boundaries to be determined in the future) to the Town so that the Town may own the underlying Eagle River Park land and annex the same into the Town’s jurisdiction; and

WHEREAS, in the interim period prior to such conveyance, the Parties wish to set forth their Agreement for the Town’s use, operation and maintenance of the Eagle River Park; and

WHEREAS, the Town intends to host or permit special events at the Eagle River Park, including but not limited to the Ribbon Cutting and the Eagle River Park Jam and BBQ

scheduled for May 24, 2019 through May 26, 2019; future regional and local whitewater competition and community events with alcohol sales, amplified music and/or vendors; and other large special events permitted by the Town through its event permitting process (collectively referred to hereinafter as “**Eagle River Park Events**”), which may require significant use of the county-owned land identified as the “Parking Area” in **Exhibit A** (hereinafter the “**Parking Area**”); and

WHEREAS, the Parties acknowledge and agree that Eagle County will require exclusive use of the Parking Area during the annual Eagle County Fair and Rodeo, may require significant and/or exclusive use of the Parking Area during other large events scheduled at the Eagle County Fairgrounds Facility (hereinafter referred to as “**Fairgrounds Events**”), and that the Parking Area must also be made available for semi-truck parking for weather incidents and/or for I-70 road closures between November 1 and March 31 each year pursuant to a Memorandum of Understanding between Eagle County and the Colorado Department of Transportation (Eagle County C19-102); and

WHEREAS, the Town acknowledges the County’s ongoing support in the Eagle River Park project to date, including but not limited to, authorization for the Eagle River Park to be constructed on Eagle County property at no charge to the Town; contribution of \$25,000 towards design of the Eagle River Park; contribution of in-kind services such as improvements to the Exhibit Hall parking lot and extension of the Riverside Path to the contestant camping area to mitigate reduced parking at the Premises available for the Fair and Rodeo; and dedicated staff to help coordinate design, construction, and legal documents.

WHEREAS, the Town recognizes that the County intends to allow the Town to use the Premises and Parking Area for Eagle River Park Events on the terms and conditions contained herein, without any limitation on the County’s right to use its property for County purposes; and

WHEREAS, the Parties intend by this Agreement to set forth the terms and conditions for use of and to ensure effective communication and coordination between the Parties about events planned and scheduled on or around the Premises and Parking Area; and

WHEREAS, the Town desires to permit vendors, including alcohol sales, water park toy rentals, food trucks and other river park related vending at any time on the Premises, and for pre-approved Eagle River Park Events in the Parking Area.

NOW THEREFORE, in consideration of the terms and covenants stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I: USE OF PREMISES

- 1.1. Eagle County hereby grants to the Town authority to use the Premises during the term of this Agreement for the operation and maintenance of the Eagle River Park subject to the following:

- a. The Town may make reasonable rules and regulations pertaining to the public use of the Eagle River Park and its amenities and features.
- b. The Town may contract with, regulate, and collect revenues from vendors, contractors and service providers operating or providing services on the Premises (“Operators”) as the Town deems appropriate. The Town may authorize Operators to provide services in the Parking Area during or in connection with preapproved Eagle River Park Events. The Town will require Operators to promise in writing to indemnify, hold harmless and defend Eagle County Government, its officers, deputies, employees, and agents harmless from and against any and all claims arising from the Operators’ use of the Premises and/or Parking Area or from the conduct of any activity, program, or thing that may be permitted or suffered by Operators in or about the Premises and/or Parking Area, and to maintain adequate general liability insurance for coverage of claims for damages arising from the Operators’ activities on the Premises and/or Parking Area, in amounts consistent with the Town contracting policies, which policies of insurance must name Eagle County as “Additional Insured.” Notwithstanding the foregoing, the Town may not contract with or interfere with any existing or future the contracts between Eagle County and Rafting/Fishing Outfitters who load and/or disembark river boats at the Eagle County Fairgrounds (see Eagle County Resolution R19-022) nor may the Town interfere with contracts with any other vendors or contractors Eagle County may desire to contract with at the Fairgrounds Property.
- c. The Town shall, at its own cost and expense, be responsible to adequately maintain the Premises in a reasonably clean and safe manner for use by the general public. In addition, the Town shall, at its own cost and expense:
 - i. Provide snow plow services to ensure that the Parking Area is available for public and/or commercial truck parking when such parking is allowed; and
 - ii. Be responsible for maintenance of the Riverside Path and safety rails. The County will be responsible for maintenance of the 6' tall metal Fairgrounds perimeter fence. The County will close the Riverside Path during the Fair and Rodeo for Rodeo operations.
- d. The Town shall be responsible for all primary law enforcement services at the Premises during the term of this Agreement in accordance with the Intergovernmental Agreement Concerning Authorization for Law Enforcement Services dated March 27, 2018, as may be amended from time to time (Eagle County C18-122)(hereinafter the “Law Enforcement IGA”).
- e. The Town recognizes the importance of the parking lot at the Eagle River Park for parking during the Eagle County Fair and Rodeo, and agrees to cooperate in

closing and enforcing the closure of the Parking Area for the exclusive use of the County during the Fair and Rodeo each year. The Parking Lot and Restrooms must be made available to the County every year for the Eagle County Fair and Rodeo beginning at 7:00 am on the Monday one week prior to the Fair and Rodeo for event setup, through the Wednesday following the Fair and Rodeo for cleanup. Eagle County shall clean the Parking Lot, Restrooms and affected Upland Park areas during and immediately after the Fair and Rodeo.

- f. The Town shall provide to the County notice of Eagle River Park Events not less than thirty (30) days prior to such events, and provide Eagle County staff with additional information regarding such events as may be reasonably requested. Any such notice provided under this provision should include the date(s) and hours of the event, the name and contact information for the organizer, and an estimate about the number of participants that will be involved with the event. The County's approval for properly noticed Eagle River Park Events may not be unreasonably withheld; the County must communicate approval or disapproval of an Eagle River Park Event in writing within 7 (seven) days of notice provided under this Section 1.1(f). By way of example, it shall not be unreasonable for the County to withhold approval for a properly noticed Eagle River Park Event for health, safety and welfare concerns, or for a conflict with other events scheduled by the County at the Eagle County Fairgrounds Facility.
- g. The County shall use best efforts to provide to the Town with as much advanced notice as practicable of the dates of scheduled Fairgrounds Events. The County agrees not to schedule any Fairgrounds Events with the expectation of use of the Parking Area that would conflict with the dates and times of a properly noticed and preapproved Eagle River Park Event. Notwithstanding the foregoing, the annual Eagle County Fair and Rodeo, and all related activities and events, shall always take priority for all scheduling requests and decisions of the Parties.
- h. The Town and County shall coordinate signage along Fairgrounds Road directing the public's use of the Eagle River Park and Fairgrounds.
- i. The Town shall secure or require its Operators to secure all appropriate food safety, liquor licensing and other permits as may be required under applicable laws and regulations.
- j. Except when expressly authorized in writing for a particular Eagle River Park Event by a representative of the Eagle County Facilities Department, the Town shall not take any action or make any use of the Parking Area that prevents it from being usable in a clear, clean and safe manner for public parking.

1.2. Except where expressly or necessarily modified by the terms of this Agreement or a duly executed amendment to the Construction Use Agreement, the Construction Use Agreement shall remain effective and applicable to all ongoing or future construction activities on the Premises and Parking Area. The Parties will terminate the Construction Use Agreement either after the allowable construction activities are complete, or after the Eagle River Park area is subdivided and conveyed to the Town of Eagle, whichever occurs first.

ARTICLE II: TERM

2.1 The term of this Agreement shall be for a period of one year from the date of execution, unless sooner terminated. Unless one of the Parties gives notice a least ten (10) days prior to the end of the current term that such Party desires to terminate this Agreement for any reason, this Agreement shall be automatically extended for additional periods of twelve (12) months. The Parties may, by duly executed written amendment to this Agreement, extend the term of this Agreement on terms mutually acceptable to each Party.

ARTICLE III: TERMINATION

3.1 The County may unilaterally terminate this Agreement for a material violation of the terms, conditions, promises, and covenants contained herein, provided the Town has not cured the violation within thirty (30) days of a written notice of violation from County. Notwithstanding the foregoing, County may terminate this Agreement immediately on the grounds that health, safety or welfare requires such action. The Parties may mutually agree to terminate this Agreement for any reason at any time upon written agreement duly executed by the governing body of each Party.

ARTICLE IV: INSURANCE AND LIABILITY

4.1 The Town agrees to maintain in full force during the term of this Agreement general liability insurance, naming Eagle County, its associated or affiliated entities, elected officials, employees, agents and volunteers as additional insureds, which will cover the County and the Town against liability for injury to persons and/or property occurring in or about the Premises at any time, and the Parking Area during Eagle River Park Events. The liability coverage under such policies of insurance shall not be less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate. Certificates of insurance consistent with the foregoing requirements must be delivered to County upon 5 days of a request therefor.

4.2 The Town assumes all risk of loss associated with its use of the Premises and Parking Area under this Agreement, including without limitation, property damage and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or unlawful conduct of County. The Town shall hold County and its commissioners, boards, employees, agents, insurers, harmless from any and all claims, suits, costs, losses and expense that may in any manner result or arise from its use of the Premises and the Parking Area as authorized herein.

4.3 The Town shall be responsible to County for acts and omissions of its agents, employees, suppliers, Operators, Contractors and subcontractors performing Work on or about the Premises and the Parking Area.

ARTICLE V: PROHIBITED USES

5.1 The Town may use the Premises and the Parking Area for the purposes and under the terms and conditions set forth herein. Any other uses are prohibited, unless agreed to in writing by Eagle County.

ARTICLE VI: NOTICE

6.1 All notices or other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given or served (i) when personally delivered, or (ii) two (2) calendar days after being deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, (iii) when delivered by FedEx or other comparable courier service, charges prepaid, to the parties at their respective addresses listed below their signatures, or (iv) when sent via facsimile so long as the sending party can provide a facsimile machine or other confirmation showing the date, time, and receiving facsimile number for the transmission. Either party may change its address for the purposes of this paragraph by giving five (5) days prior written notice of such change to the other party.

IF TO EAGLE COUNTY:

Eagle County Manager
Eagle County, Colorado
500 Broadway
Post Office Box 850
Eagle, CO 81631
Telephone: 970-328-8604
Facsimile: 970-328-8629

With a copy to:

Eagle County Attorney
500 Broadway
PO Box 850
Eagle, CO 81631
Telephone: 970-328-8685
Facsimile: 970-328-8699

IF TO TOWN:

Brandy Reitter
Town Manager
Town of Eagle
PO BOX 609
200 Broadway

Eagle, CO 81631

ARTICLE VII: MISCELLANEOUS

7.1 GOVERNMENTAL IMMUNITY. It is expressly understood and agreed that the Parties are relying upon, and have not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.* and other applicable law.

7.2 GOVERNING LAW. It is the intention of the Parties hereto that all questions with respect to the construction and interpretation of this Agreement and the rights and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Colorado. Venue shall be in the District Court of Eagle County, Colorado.

7.3 ENTIRE AGREEMENT. This Agreement sets forth the entire agreement of the Parties with respect to use of the Premises and Parking Area for the purposes set forth herein and supersedes all prior discussions, negotiations, understandings, or agreements relating to the same.

7.4 CAPTIONS. The captions in this Agreement have been inserted solely for convenience of reference and are not a part of this Agreement and shall have no effect upon construction or interpretation.

7.5 ASSIGNMENT. This Agreement is not assignable or transferrable without written consent of the County, which may be withheld in the County's sole discretion.

7.6 MODIFICATIONS. The Parties agree that any modifications of this Agreement shall be effective only when made in writing signed by both parties and recorded with the Clerk and Recorder of Eagle County, Colorado.

7.7 SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law; provided, however, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Agreement.

7.8 CONTRACT DOCUMENTS. In the event of any conflict or inconsistency between the terms and conditions set forth in any Exhibit to this Agreement and the terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

TOWN OF EAGLE

ATTEST:

By: _____
Jenny Rakow, Town Clerk

By: _____
Anne McKibbon, Mayor

ATTEST:

**COUNTY OF EAGLE, STATE OF
COLORADO, by and through its Board of
County Commissioners**

By: _____
Regina O'Brien
Clerk to the Board of
County Commissioners

By: _____
Jeanne McQueeney, Chair



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager

Date: May 14, 2019

Agenda Item: Mobile Vendor Permit Proposal

REQUEST:

Staff is requesting that the Board of Trustees discuss information on regulations related to the permitting of mobile vendor and give staff direction on how the town should approach the topic.

BACKGROUND:

Mobile vendors are businesses that occupy trucks, carts, stands, or trailers and are subject to the requirements of a brick and mortar establishments. The investment mobile vendors make is typically less than a brick and mortar business, and they have the flexibility to locate in different areas based on demand. Town permits mobile vendors through the special event process. Recently we have seen a slight increase in the request for mobile vendors to operate outside of special events. The town will likely see more requests because of the elevated profile being a recreation destination. To be proactive, now is a good time to initiate a policy discussion. Included in the discussion are the pros and cons of mobile vendors, as well as policy considerations if the BOT wants to develop a permit process.

ANALYSIS:

Below are the pros and cons of mobile vendors for the Town of Eagle:

Pros	Cons
• Increases shopping options for residents • Adds to vibrancy in commercial districts • Business to business partnerships supports positive economic outcomes • Increases foot traffic • Generates revenue for the town • Increases competition/creates jobs • Startups - leads to private investments	• Fairness and equity issues when it comes to private sector investments • Town property subsidizes mobile vendors • Prevents private sector investments • Compliance and enforcement challenges • Long-term parking requirements • Compatibility in certain zone districts

Policy Considerations – Staff conducted best practice research from various communities that have successful mobile vendor permitting programs and listed policy considerations below:

Licenses & Permits – In most cases, communities had a mix of permits and licenses.

- State and town sales tax compliance
- 5-day notice using a peddler's licenses
- Fence and public property use permit
- State and public health permit
- ROW encroachment permit
- Revocable licenses
- Merchant vendor license

Zone Districts – Most communities specified which zone districts.

- Use occurs in matching zone districts
- Use occurs in specific zone districts
- Residential zones need special approval
- Use occurs in commercial districts

Location Separation – Communities regulate separation and setbacks.

- Written permission from business within 500 feet of mobile vendor location
- Located 150 ft from residential, 150 ft from restaurants, and 200 ft from another mobile vendor
- No more than 4 mobile vendors per private property in commercial zone districts
- Must have 4 ft clearance on sidewalks, and 20 ft from intersections

Site Requirements – Many communities required site plans for approvals.

- Individual site plan for each mobile vendor
- The contents of a site plan include: easements, buildings, structures with dimensions, utilities, trails, alleys, setbacks, property lines, elevations, and signage

Duration – Many communities had time limits for activity.

- Allowed on the 12th and 24th day of the month
- Allowed 2 weeks in a 3-month period – operating hours 7 am – 9 pm and no more than 4 hours
- No duration but days need consecutive per location
- Vendors must operate a minimum of 80 days with no maximum number of days

Approvals – Every community had approvals for the use of ROW.

- Town Board – Not common
- Town/City Manager – Most common
- Building Manager – Not common
- Community Development Director – Not common

BUDGET / STAFF IMPACT:

Mobile vendor permit fees and additional sales tax generates revenues for the town. There is a small staffing impact for managing the permitting process in Community Development and Public Works.

COMMUNITY ENGAGEMENT:

The community has not yet been officially engaged in the process. This is a newer topic for Eagle. Depending on the board's desire to start the process of setting up a mobile vendor program, staff has outlined ideas for engagement in the development of regulations:

- Set up an online survey to assess interest in establishing mobile vendor program
- Request input from stakeholder groups and businesses in the community
- Include the Eagle Ranch Homeowners Association in the development of regulations
- Set up a public hearing on a proposed ordinance and invite the community to give input

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the following standards, values and policies:

- Economic Development – A proper mobile vendor permit program supports economic development and helps startup businesses operate in the community. Proper regulations eliminate confusion and is business friendly. More businesses generate revenues and creates jobs. Better regulations ensure accurate and consistent application of the code. More competition might not be good for struggling businesses.
- Protecting Public Health, Safety, and the Environment – A proper mobile vendor permit programs ensures that structures, vehicles, and equipment can exists safely on public and private property. Mobile vendors will go through the same process as brick and mortar establishments depending on specific uses. A proper program guarantees equity in the permitting process.

RECOMMENDED ACTION OR PROPOSED MOTION:

1. Does the board want to allow mobile vendors in the Town of Eagle?
 - a. If not, staff will not use the encroachment process to facilitate mobile vendors?
 - b. If yes, can we develop a proper permitting program to facilitate mobile vendors?
2. Do you want staff to develop an ordinance and engage the public on the topic?
3. Are there any examples above or feedback that the board would like to include in the initial draft ordinance that staff will bring back at another meeting?
4. Give staff feedback on public outreach strategies.

ATTACHMENTS:

- None.