



Town Council
Tuesday, September 14, 2021
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.*

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This will be an in-person meeting with optional access for the public to attend via the Zoom link below.

[ACCESS THE ONLINE MEETING HERE](#)

Please note: All participants are automatically muted. In order to be called upon and unmuted, you will need to use the "raise hand."

When it's your turn to speak, the moderator will unmute your line and you will have three (3) minutes for public comment.

PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on this agenda can be submitted to Jenny Rakow, Town Clerk, and will be included as part of the record.

For technical difficulties please email jenny.rakow@townofeagle.org and we will do our best to assist you.

CALL TO ORDER - 6:00 PM

ROLL CALL

ADOPTION OF AGENDA *Opportunity for amendment or deletions to the 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 three (3) minutes per person per topic unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to state their name and address for the record.*

PRESENTATIONS - 6:05 PM

1. Eagle Valley Wildland Program - 2022 Proposal

CONSENT AGENDA - 6:10 PM *Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.*

1. Minutes - August 24, 2021
2. Bill Pay - August 2021

3. Resolution No. 64, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado, Authorizing Release of Funds from Escrow Established for the Performance Guarantee for Haymeadow Filing 1 and Substitute it for a Letter of Credit"
4. Building Permit Fee Waiver for Town of Eagle Project

STAFF REPORTS 6:15 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
2. Department Update

LIQUOR LICENSE AUTHORITY - 6:20 PM

1. PUBLIC HEARING: Gizmos Authentic Italian LLC dba Ristorante TiAmo Eagle - Request for Transfer of Ownership of a Hotel & Restaurant Liquor License
2. PUBLIC HEARING: Social Oak Wine LLC - Request for a new Hotel & Restaurant Liquor License

BUSINESS ITEMS - 6:30 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. Resolution No. 63, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Memorandum of Understanding Establishing a Regional Transportation Authority"
2. Resolution No. 61, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Two Members to the Land Use and Development Code Update Committee"
3. Discussion regarding an amendment to Chapter 3 of the Elevate Eagle Comprehensive Plan including an update to the Future Land Use Map and Land Use Categories.
4. Resolution No. 62, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting the Application for Grant Funding from the Colorado Department of Local Affairs"
5. Town of Eagle Support for Community and Partner Initiatives

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS -7:15 PM

1. Art Wall Discussion
2. Future Agenda Items
3. Council Committee Updates
4. Eagle Today Writer - September

EXECUTIVE SESSION - 7:30 PM

1. Executive Session:
 - 1) pursuant to C.R.S. § 24-6-402(4)(a)(e) - concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; and to determine positions, develop a negotiating strategy and instruct negotiators regarding the Town of Eagle River Park, and
 - 2) pursuant to C.R.S. § 24-6-402(4)(f) – relating to personnel matters, regarding performance review of the Town Manager, and

3) request to adjourn the regular meeting at its conclusion.

ADJOURN - 7:45 PM

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

Eagle Valley Wildland Program

Reducing wildfire risk through mitigation, suppression, and community education

2022 Program Proposal



Issue:

Twenty of Colorado's largest wildfires have occurred within the last twenty years. Four out of the five largest fires in State history have occurred within the last three years. Eagle County continues to see an elevated level of wildfire activity, and the frequency, severity, and complexity of these fires is only expected to increase in the coming years. The Sylvan Fire scorched nearly 6 square miles of timber less than one year after the Grizzly Creek Fire closed I-70 impacting interstate commerce for 2 weeks. Nationally, more than 4.8 million acres have burned in 95 large fires across 12 states in 2021. A worrisome trend points to Eagle County's increasing vulnerability to wildfire destruction.

Approximately 55,000 Eagle County residents¹ and visitors live, work and recreate in areas which, according to the Colorado State Forest Service, are directly threatened by potential wildfires; while the soaring value of improved property throughout the Eagle Valley causes overall values-at-risk to exceed those of many other Colorado communities.

Background

In response to this growing threat from uncontrolled wildfire, in 2020 the Greater Eagle and Eagle River Fire Protection Districts (GEFPD and ERFPD, respectively) collaboratively launched the Eagle Valley Wildland Program. More commonly known as EV Wildland, the intent of this joint wildland program is to reduce the overall wildfire risk of the communities it serves through effective mitigation, appropriately-scaled wildfire suppression, and collaborative community outreach and education.

In June of 2021, Eagle County entered into an IGA with GEFPD and ERFPD, by which it dedicated \$184,740 to assist EV Wildland with filling two crew lead positions and purchasing necessary equipment and supplies. Subsequently, the Gypsum Fire Protection District (GFPD) joined EV Wildland, cementing the participation by all three of the Valley's fire protection districts.

In 2022, ERFPD, GEFPD, and GFPD will jointly dedicate to wildland programming approximately \$578,000² in equipment, supplies and capital costs (this figure does not include the cost of personnel). Of critical importance, however, while the three fire districts will jointly commit this level of funding to wildfire protection, and possess the expertise and leadership to safely, effectively and efficiently oversee a comprehensive wildland program of the scope and scale necessary to meet the community's growing wildfire risk, they lack sufficient personnel to effect desired outcomes of reducing community risk through mitigation, education and suppression. Consequently, this proposal seeks funding to enhance the valley's wildland capabilities in addition to the wildland program funding already provided by the three fire districts, as cited above.

¹ US Census of July 1, 2019: <https://www.census.gov/quickfacts/eaglecountycolorado>

² Pending Board approval of Fire District budgets

Eagle Valley Wildland Program – 2022 Goals and Objectives

2022 program goals include:

- Implement risk reduction strategies in communities served by EV Wildland, in collaboration with Eagle County's Wildland Mitigation program
- Foster partnerships with other communities served by EV Wildland.
- Enhance ongoing community outreach and education efforts
- Enhance mitigation and response capabilities

Given the imperative to reduce the valley's overall wildfire risk through mitigation and response, the 2022 program endeavors to pursue numerous mitigation projects that either reduces the fuel in specific areas, or creates strategically placed fuel breaks. Acquiring the personnel and equipment necessary to pursue these projects will also enhance EV Wildland's response capabilities.

It takes hard work, good communication, and strong partnerships to effectively respond to disasters. With the risk of more frequent, more intense, and less predictable wildfires on the horizon (as well as other risks), we need to be better prepared to deal with these events, both during the event and during the long period of recovery. Investing in partnerships now will enhance our ability as a community to prepare for and face the challenges of the future.

A proposed project list for the 2022 program may be found in Appendix A.

Eagle Valley Wildland Program – 2022 Costs

To achieve its 2022 goals, EV Wildland seeks to add four crew members (wildland firefighters) along with the associated equipment and supplies to its 2022 program for a cost of \$322,222. This figure is in addition to the approximately \$578,000 the three fire districts will dedicate to wildland programming in 2022, as previously cited.

A proposed budget for the 2022 program may be found in Appendix B.

Appendix A: Project List (alphabetical order)

The following list is comprised of projects that EV Wildland has to date identified through risk assessments, or review of local Community Wildfire Protection Plans (CWPPs). Additional projects in various areas throughout the valley will be added through continuous risk assessment and CWPP review.

Note: not all of the projects in this list will be completed in 2022; rather, project completion will depend on funding, weather, prioritization of risk, and the incidence of wildfires during the 2022 wildfire season.

Arrowhead / Bachelor Gulch / Beaver Creek

- Provide technical assistance to metro district(s) as they implement Healthy Forest Plan and mitigation actions outlined in community risk assessment(s).
- Assist as necessary and feasible with removal of unhealthy trees on open space and along roadways.
- Assist with implementation of 5 alternative evacuation route improvements in Bachelor Gulch and new signage.
- Provide technical and financial assistance to HOA's as they implement property specific mitigation plans, including (but not limited to):
 - The Chateau at Beaver Creek
 - The Borders Lodge
 - Ridgepoint Townhomes
 - The Trailhead (Arrowhead)

Bellyache Ridge

- Determine feasibility of implementing mitigation projects at the communication tower, as indicated in CWPP.
- Hazardous tree removal along Bellyache Ridge Road through the entire community.
- Improve evacuation route from Bellyache Backcountry, and develop agreements with Diamond Star Ranch.
- Fuel-reduction on HOA open space (aka: Ferry's Ditch along Bellyache Ridge Road).
- Assist with technical and financial assistance on HOA Community Chipping Program.

Colorow / Cattleman's Club

- Evacuation route improvements and new signage.

Cordillera

- Divide - assist metro district with creation and implementation of fuel break on the western boundary of the community.
- Divide and Ranch - assist with hazardous tree removal along roadways.
- Ranch - assist with slash pile burning (20 piles).
- Summit - assist with slash pile burning (20 piles).
- Territories - Maintenance of evacuation route to Brush Creek Road.
- Provide wildfire hazard and Home Ignition Zone training for Grand Manors staff.
- Assist Grand Manors staff with implementation of POA wildfire mitigation ordinance.

Diamond Star Ranch

- Determine feasibility of implementing a secondary egress route for Bellyache Ridge.

Singletree

- On-going coordination and technical assistance for fuel reduction work on open space.

Town of Avon - Wildridge / Wildwood / Mountain Star

- Complete fire break plan (CWPP) - burn 60+ piles.
- Assist with Mountain Star with community pile burn as necessary.

Town of Minturn

- Assist town with maintenance and defensible space improvements around gun range.

Town of Eagle

- Fuel reduction for open space that backs up to The Bluffs.
- Eagle Ranch fuel-break construction and maintenance.
- Town of Eagle prescribed fire project (Brush Creek).
- Town of Eagle forest thinning and fuel reduction (multiple locations).

Eby Creek Mesa

- Fuel reduction on HOA open space (10 acres).
- Slash pile burning (100+ piles).
- Assist with on-going community chipping program.
- Complete updated risk assessment for community FireWise recognition.

Town of Red Cliff

- Hazardous tree mitigation and clean-up in the Greenwood Cemetery.

Ute Forest

- Assist HOA with on-going fuel reduction work along primary access to community.

Town of Gypsum

- Determine feasibility of implementing prescribed fire and slash-pile removal near Dry Lake MX Park.
- Assist town with wildfire mitigation actions outlined in Gypsum Creek Source Water Protection Plan.

Appendix B: 2022 Program Budget

Joint Wildland Funding (ERFPD, GEFPD, GFPD): \$578,000
Current Unfunded: \$322,222
Total 2022 Proposed EV Wildand Funding: \$900,222

Unfunded detail:

2022 Equipment (Non-Capital) Supplies and Maintenance

Item	Unit Cost	Number of Units	Line Item Total
Personal Protective Equipment	\$ 1,200	8	\$ 9,600
Uniforms	\$ 250	6	\$ 1,500
Chainsaws w/Accessories	\$ 1,700	4	\$ 6,800
Chainsaw R&M	N/A	N/A	\$ 2,400
800 MHz Handheld Radios	\$ 3,000	6	\$ 18,000
BK Radio	\$ 1,500	6	\$ 9,000
Cell Phones	\$ 800	4	\$ 3,200
iPad with Accessories	\$ 600	2	\$ 1,200
Laptop Computers with Accessories	\$ 2,500	2	\$ 5,000
Software	N/A	N/A	\$ 1,200
Miscellaneous Related to Hiring	N/A	N/A	\$ 1,500
Total 2022 Equipment, Supplies and Maintenance			\$ 59,400

2022 Recurring Costs

Item	Estimated Cost Per Month	Number of Items	Total Cost per Year
Data Plans	\$ 50	8	\$ 4,800
Apparatus Repair/Maintenance	N/A	N/A	\$ 7,000
Fuel	N/A	N/A	\$ 7,200
800 MHz User Fees	N/A	N/A	\$ 6,000
Total 2022 Recurring Costs			\$ 25,000

Position or Item	Number of Positions	Hourly Wage	Hourly Benefits per Position	Cost Per Hour per Position	Total Hiring Cost	Line Item Total
Crew Boss	2	\$ 25.00	\$ 10.25	\$ 35.25	N/A	\$ 146,640
Senior FF (Six Months)	2	\$ 21.00	\$ 1.95	\$ 22.95	\$ 1,200	\$ 50,136
FF (Six Months)	2	\$ 17.00	\$ 1.58	\$ 18.58	\$ 1,200	\$ 41,046
Professional Development	6	N/A	N/A	N/A	N/A	\$ 3,000
Incident Overtime						\$ 15,000
Total 2022 Personnel						\$ 237,822

	2020 GF Expenditures	% of Total	Remaining Unfunded
Red Cliff	\$ 252,426	0.7%	\$ 157,622
Minturn	\$ 1,806,268	5.1%	\$ 157,622
Avon	\$ 17,527,660	49.6%	\$ 157,622
Eagle	\$ 7,122,666	20.1%	\$ 157,622
Gypsum	\$ 8,643,714	24.4%	\$ 157,622
Total	\$ 35,352,734	100%	

Apportionment

\$	1,125
\$	8,053
\$	78,148
\$	31,757
\$	38,538
\$	157,622



MEETING MINUTES
Town Council
Tuesday, August 24, 2021
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

*This agenda and the meetings can be viewed at www.Townofeagle.org.
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CALL TO ORDER - 6:00 PM

Mayor Scott Turnipseed called the meeting to order at 6:00 p.m.

ROLL CALL

COUNCILMEMBERS PRESENT

Scott Turnipseed, David Gaboury, Janet Bartnik,
Geoffrey Grimmer

COUNCILMEMBERS ABSENT

Mikel Kerst, Ellen Bodenhemier

STAFF PRESENT

Brandy Reitter, Town Manager
Jenny Rakow, Town Clerk
Chad Phillips, Comm Dev Director/Town Planner
Tom Gosiorowski, Public Works Director
Carrie Buhlman, Operations Sergeant
Dennis Wike, Town Engineer

ADOPTION OF AGENDA

There were no changes to the agenda.

MOTION: Councilmember Janet Bartnik motioned to adopt the agenda as presented. The motion was seconded and passed with a vote of 4 in favor (Turnipseed, Gaboury, Bartnik, and Grimmer) and 0 opposed.

PUBLIC COMMENT

Mayor Scott Turnipseed opened Public Comment for items not on tonight's agenda, there was no public comment.

CONSENT AGENDA

MOTION: Councilmember David Gaboury motioned to approve the Consent Agenda. The motion was seconded and passed with a vote of 4 in favor (Turnipseed, Gaboury, Bartnik, and Grimmer) and 0 opposed.

1. Minutes- August 10, 2021

STAFF REPORTS

1. Town Manager Update
Council Comments: discussion on upcoming proposed ADU changes and revisions to Title 4. Request to include industry owners in the EBikes work session. Discussion on upcoming work session topics and including the ADU code changes with affordable housing. Update on the parking in lieu study, which will be forthcoming once consultants finish their work.

BUSINESS ITEMS

1. Resolution 60, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado, approving an Election of the Town of Eagle Downtown Development Authority to be Held November 2, 2021, to Authorize Debt."

Brandy Reitter explained the history of the TIF proposal and how it would work for the DDA.

MOTION: Councilmember Janet Bartnik motioned to approve Resolution 60, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado, approving an Election of the Town of Eagle Downtown Development Authority to be Held November 2, 2021, to Authorize Debt." The motion was seconded and passed with a vote of 4 in favor (Turnipseed, Gaboury, Bartnik, and Grimmer) and 0 opposed.

2. Resolution 61, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Professional Services Agreement with the University of Colorado Boulder for an Outdoor Recreation Economy District Research and Strategy Study."

MOTION: Councilmember Janet Bartnik motioned to approve Resolution 61, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Professional Services Agreement with the University of Colorado Boulder for an Outdoor Recreation Economy District Research and Strategy Study." The motion was seconded and passed with a vote of 4 in favor (Turnipseed, Gaboury, Bartnik, and Grimmer) and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Future Agenda Items

2. Council Committee Updates

Councilmember Janet Bartnik stated there will be upcoming meetings and a public open house by the Grand Avenue Corridor Committee.

Mayor Scott Turnipseed met with landowners related to a hotel on the Red Mountain Ranch property and Vail Health possibly adding employee housing in the Eagle Ranch PUD amendment process.

3. Climate Action Collaborative Statement of Mutual Support

MOTION: Councilmember Geoffrey Grimmer motioned to approve the Climate Action Collaborative Statement of Mutual Support. The motion was seconded and passed with a vote of 4 in favor (Turnipseed, Gaboury, Bartnik, and Grimmer) and 0 opposed.

4. Adam Palmer Sustainability Fund Discussion

Council Comments: Councilmember Grimmer will meet with staff on the next steps and engagement with Eagle Community Fund as a partner for implementation. Discussion on creating a fund in the 2022 budget with a dedicated amount to put towards projects. Councilmember Bartnik offered to assist with the structure of the fund. Discussion on getting a consultant on board to establish the town's sustainability baseline and engaging with the building committee during the process.

MOTION: Councilmember Janet Bartnik motioned to direct staff to proceed with establishing the Adam Palmer Sustainability Fund. The motion was seconded and passed with a vote of 4 in favor (Turnipseed, Gaboury, Bartnik, and Grimmer) and 0 opposed.

ADJOURN - 7:00 PM

MOTION: Councilmember David Gaboury motioned to Adjourn. The motion was seconded and passed with a vote of 4 in favor (Turnipseed, Gaboury, Bartnik, and Grimmer) and 0 opposed.

Approved:

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk

**BILL SCHEDULE
AUGUST 2021**

GENERAL FUND

Town Council

CEBT	Health & Insurance Benefits	\$ 18.00
Amazon	Office Supplies	49.01
Executech Utah LLC	Computer Support	77.39
Forward Tech Solutions, LLC	Computer Support	119.50
City Market	Meeting Expense	20.48
Frost Creek	Meeting Expense	606.00
Pazzo's	Meeting Expense	137.25
Amazon	Tuition & Books	31.96
King & Associates, Inc.	Special Council Funding-DDA	500.00
Site Pieces LLC	Special Council Funding-Broadway	3,715.00
Tamis Corporation	Special Council Funding-Broadway	6,368.00
Total Town Council		\$ 11,642.59

General Government

CEBT	Health & Life Ins. Payable	\$ 1,572.85
Standard Insurance Company	Health & Life Ins. Payable	93.20
Cintas Corporation	Office Supplies	17.07
Costco	Office Supplies	40.49
Zoom.us	Dues & Subscriptions	299.80
Verizon Wireless, Bellevue	Utility Services	101.26
Hoffman, Parker, Wilson & Carberry PC	Legal - General	4,538.95
Kissinger & Fellman, P.C.	Legal - General	1,062.00
Executech Utah LLC	Computer Support	116.08
Forward Tech Solutions, LLC	Computer Support	89.25
Mammoth Networks	Computer Support	375.00
Hotel Colorado	Travel Expense	250.00
Flying Shoe Arts Inc	Contract Payments	2,400.00
Total General Government		\$ 10,955.95

General Administration

Colorado Department Of Revenue	Misc Deductions Payable	\$ 900.00
5th Judicial Probation Department	Facility Usage Deposit Refund	750.00
Baker, Amy	Facility Usage Deposit Refund	750.00
Carrasco Gonzalez, Johanna	Facility Usage Deposit Refund	750.00
Chadwick, Jamie	Facility Usage Deposit Refund	750.00
Darrough, Austin	Facility Usage Deposit Refund	1,125.00
Dodds, Yvonne	Facility Usage Deposit Refund	750.00
Esparza-Velasco, Monica	Facility Usage Deposit Refund	375.00
Rocky Mountain Custom Landscapes	Facility Usage Deposit Refund	500.00
Vail Valley Cares Thrifty Shops	Facility Usage Deposit Refund	750.00
Vaughan, Michael	Facility Usage Deposit Refund	750.00
Volta LLC	Facility Usage Deposit Refund	375.00
Waters, Brandee	Facility Usage Deposit Refund	1,125.00
CEBT	Health & Life Ins. Payable	5,811.55

General Administration (Cont.)

Standard Insurance Company	Health & Life Ins. Payable	159.37
Amazon	Office Supplies	490.45
Cintas Corporation	Office Supplies	96.73
Costco	Office Supplies	259.20
Fleet Services	Gas & Oil	29.62
Amazon	Equipment (Non-Capital)	59.94
Color Coffee Roasters	Employee Appreciation	36.00
Amazon	Communication & Transportation	19.86
Federal Express Corp.	Communication & Transportation	40.61
Colorado Mtn. News Media	Legal Notices	470.15
Mail Chimp	Dues & Subscriptions	77.99
Survey Monkey	Dues & Subscriptions	384.00
Century Link	Utility Services	1,074.88
Colorado Mtn. News Media	Recruitment	349.19
Info Cubic	Recruitment	90.63
Chase Paymentech	C.C. Transaction Fees	31.39
Xpress Bill Pay	C.C. Transaction Fees	15.58
Hoffman, Parker, Wilson & Carberry PC	Legal	1,794.00
Caselle, Inc.	Computer Support	1,510.49
Executech Utah LLC	Computer Support	360.61
Forward Tech Solutions, LLC	Computer Support	312.10
MuniRevs Inc.	Computer Support	250.00
TEC Integration, Inc.	Computer Support	100.00
Landshark Catering	Meeting Expense	120.00
Moe's Original BBQ	Meeting Expense	560.00
Red Canyon Café	Meeting Expense	27.60
Mountain Connect	Tuition & Books	438.00
US Bank Equipment Finance	Contract Payments	417.92
Total General Administration		\$ 25,037.86

Community Development

CEBT	Health & Life Ins. Payable	\$ 6,062.76
Standard Insurance Company	Health & Life Ins. Payable	232.57
Amazon	Office Supplies	117.99
Costco	Office Supplies	29.99
Fleet Services	Gas & Oil	55.54
Executech Utah LLC	Equipment (Non-Capital)	559.00
Executech Utah LLC	Communication & Transportation	27.09
Century Link	Utility Services	176.80
Verizon Wireless, Bellevue	Utility Services	237.29
Talx Corporation	Recruitment	49.95
TrueWork	Recruitment	43.95
Zehren And Associates, Inc	Professional Services	2,975.00
Colorado Mtn. News Media	Planning Reimbursable	242.65
Hoffman, Parker, Wilson & Carberry PC	Planning Reimbursable	1,100.00
Hoffman, Parker, Wilson & Carberry PC	Legal	799.50
Executech Utah LLC	Computer Support	541.69

Community Development (Cont.)

Forward Tech Solutions, LLC	Computer Support	521.35
Town Of Gypsum	Contract Services	1,562.50
US Bank Equipment Finance	Contract Payments	417.91
Total Community Development		\$ 15,753.53

Municipal Court

CEBT	Health & Life Ins. Payable	\$ 233.18
Standard Insurance Company	Health & Life Ins. Payable	6.11
Carlson, Edwards & O'Connor P.C.	Legal	1,500.00
Caselle, Inc.	Computer Support	256.39
Executech Utah LLC	Computer Support	85.13
Forward Tech Solutions, LLC	Computer Support	66.55
Ace Security And Safety Services LLC	Contract Payments	96.00
High Country Copiers	Contract Payments	37.47
Johnson, Erik A.	Contract Payments	3,000.00
Total Municipal Court		\$ 5,280.83

Streets

CEBT	Health & Life Ins. Payable	\$ 7,035.01
Standard Insurance Company	Health & Life Ins. Payable	158.59
Amazon	Office Supplies	152.41
Home Depot Credit Services	Office Supplies	62.50
G & S Tool Clinic, LLC	Repair & Maintenance Supplies	4.40
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	31.03
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	32.53
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	81.52
Home Depot Credit Services	Repair & Maintenance Supplies	64.80
Lawson Products	Repair & Maintenance Supplies	203.41
Valley Electric Supply Inc	Repair & Maintenance Supplies	1,619.20
Wylaco Supply Co	Repair & Maintenance Supplies	170.05
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	30.36
O'Reilly Auto Parts	Vehicle Repair & Maintenance Supplies	47.99
Collett Enterprises	Gas & Oil	862.73
Fleet Services	Gas & Oil	1,435.15
Amazon	Equipment (Non-Capital)	(119.00)
Lawson Products	Communication & Transportation	37.24
Century Link	Utility Services	809.22
Holy Cross Energy	Utility Services	2,297.80
Colorado Mtn. News Media	Recruitment	224.30
Hoffman, Parker, Wilson & Carberry PC	Legal	156.00
Safety-Kleen Systems, Inc.	Repair & Maintenance Services	172.75
Utility Notification Center Of Colorado	Repair & Maintenance Services	107.80
Wagner Equipment Co	Repair & Maintenance Services	353.50
Caselle, Inc.	Computer Support	53.37
Executech Utah LLC	Computer Support	363.71
Forward Tech Solutions, LLC	Computer Support	279.45
Old Growth Tree Service	Tree Management-Comm Forestry	2,588.25

Streets (Cont.)

Stout House Coffee	Meeting Expense	39.54
Total Streets		\$ 19,355.61

Public Safety

CEBT	Health & Life Ins. Payable	\$ 19,460.74
Standard Insurance Company	Health & Life Ins. Payable	509.61
Amazon	Office Supplies	52.78
Batson's Corner Store	Office Supplies	13.98
Costco	Office Supplies	14.79
Vista Print	Office Supplies	36.00
Adamson Police Products	Operating Supplies	88.00
Galls, LLC	Operating Supplies	29.98
Salt Lake Wholesale Sports	Operating Supplies	328.00
Skaggs Companies, Inc	Operating Supplies	464.88
Symbol Arts, LLC	Operating Supplies	525.00
Galls, LLC	Uniforms	12.33
Auto Zone, Inc	Vehicle Repair & Maintenance Supplies	52.74
O'Reilly Auto Parts	Vehicle Repair & Maintenance Supplies	84.99
Wanderin Wrench	Vehicle Repair & Maintenance Supplies	562.16
Fleet Services	Gas & Oil	2,708.77
Symbol Arts, LLC	School Res Officer Supplies	525.00
Skaggs Companies, Inc	Equipment & Supplies - Grants	464.88
Adamson Police Products	Communication & Transportation	10.00
Copy Plus	Communication & Transportation	17.95
Galls, LLC	Communication & Transportation	10.44
Symbol Arts, LLC	Communication & Transportation	65.50
Vista Print	Communication & Transportation	8.99
AT&T Mobility	Utility Services	617.34
Century Link	Utility Services	649.19
Colorado Mtn. News Media	Recruitment	177.80
Government Jobs	Recruitment	199.00
Hoffman, Parker, Wilson & Carberry PC	Legal	252.00
Wanderin Wrench	Repair & Maintenance Services	1,045.00
White Water Express Carwash	Repair & Maintenance Services	57.30
Agency 360	Computer Support	1,197.00
Executech Utah LLC	Computer Support	19.34
Forward Tech Solutions, LLC	Computer Support	203.78
Guardian Tracking, LLC	Computer Support	816.00
Northwest Parkway	Travel Expense	6.15
Casa Mexico	Meeting Expense	30.66
Stout House Coffee	Meeting Expense	23.50
Silver State Consulting Group LLC	Tuition & Books	546.00
Eagle County Animal Control	Animal Control	5,112.00
Eagle County 800 MHz Operations	Radio Access	24,089.86
High Country Copiers	Contract Payments	113.40
Xerox Financial Services LLC	Contract Payments	190.53
Total Public Safety		\$ 61,393.36

Buildings & Grounds

CEBT	Health & Life Ins. Payable	\$ 4,831.19
Standard Insurance Company	Health & Life Ins. Payable	110.87
Amazon	Office Supplies	28.43
Home Depot Credit Services	Office Supplies	62.50
Alpine Lumber Co.	Repair & Maintenance Supplies	297.70
Amazon	Repair & Maintenance Supplies	93.10
Colorado Specialties	Repair & Maintenance Supplies	640.83
G & S Tool Clinic, LLC	Repair & Maintenance Supplies	68.27
G H Daniels III & Associates	Repair & Maintenance Supplies	35.70
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	28.05
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	398.43
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	207.58
Home Depot Credit Services	Repair & Maintenance Supplies	102.87
Paint Bucket	Repair & Maintenance Supplies	117.07
Pet Pick-Ups	Repair & Maintenance Supplies	720.00
Summit Supply Corporation	Repair & Maintenance Supplies	260.85
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	85.61
Collett Enterprises	Gas & Oil	862.74
Fleet Services	Gas & Oil	1,171.92
G & S Tool Clinic, LLC	Gas & Oil	10.58
Glenwood Springs Auto Parts Inc	Gas & Oil	182.38
Amazon	Equipment (Non-Capital)	(119.00)
Home Depot Pro	Janitorial Supplies	2,828.02
Colorado Specialties	Communication & Transportation	240.80
Pet Pick-Ups	Communication & Transportation	87.30
Summit Supply Corporation	Communication & Transportation	48.15
Black Hills Energy	Utility Services	324.91
Century Link	Utility Services	132.16
Holy Cross Energy	Utility Services	3,198.81
Colorado Mtn. News Media	Recruitment	201.05
Jerry-master Janitorial	Janitorial Maint. Contracts	2,158.00
Mountain Pest Control, Inc.	Repair & Maintenance Services	80.00
Skyline Mechanical, Inc.	Repair & Maintenance Services	580.00
Sno-White Linen Rental	Repair & Maintenance Services	234.52
Vail Honeywagon	Repair & Maintenance Services	8.76
Venzor Carpet Cleaning	Repair & Maintenance Services	388.88
Caselle, Inc.	Computer Support	53.37
Executech Utah LLC	Computer Support	290.19
Forward Tech Solutions, LLC	Computer Support	198.03
G H Daniels III & Associates	Contract Payments	8,000.00
Total Buildings & Grounds		\$ 29,250.62

Information Center

CEBT	Health & Insurance Benefits	\$ 6.00
Century Link	Utility Services	218.36
Executech Utah LLC	Computer Support	77.39
Forward Tech Solutions, LLC	Computer Support	103.50
Total Information Center		\$ 405.25

Marketing & Events

CEBT	Health & Life Ins. Payable	\$ 2,047.37
Standard Insurance Company	Health & Life Ins. Payable	51.21
Costco	Office Supplies	47.20
Spotify	Dues & Subscriptions	10.88
Verizon Wireless, Bellevue	Utility Services	102.69
Doodle Ag	Computer Support	83.40
Executech Utah LLC	Computer Support	88.99
Forward Tech Solutions, LLC	Computer Support	68.43
Google Storage	Computer Support	1.99
Colorado Mtn. News Media	Media	2,734.48
Blizzard Press	Marketing - Website	750.00
Carve Wars	Events	3,000.00
Eagle Climbing + Fitness, LLC	Events	2,500.00
Eagle Economic Vitality Foundation	Events	1,500.00
The Greenspeed Project	Events	4,950.00
Vail Valley Charitable Fund	Events	500.00
City Market	Event Production	12.36
Color Coffee Roasters	Event Production	100.00
Costco	Event Production	131.88
Discount School Supply	Event Production	(27.34)
Eagle Arts	Event Production	150.00
Eagle Valley High School	Event Production	750.00
Gray, Natalia	Event Production	100.00
Josey, Colyn	Event Production	100.00
U-Line	Event Production	(75.65)
Wagner Equipment Co	Event Production	444.40
Keystone Reservations	Travel Expense	0.01
Total Marketing & Events		\$ 20,122.30

Engineering

CEBT	Health & Life Ins. Payable	\$ 1,734.91
Standard Insurance Company	Health & Life Ins. Payable	74.95
Home Depot Credit Services	Office Supplies	62.50
Fleet Services	Gas & Oil	211.97
Amazon	Equipment (Non-Capital)	(119.00)
Executech Utah LLC	Computer Support	92.86
Forward Tech Solutions, LLC	Computer Support	88.73
Total Engineering		\$ 2,146.92

TOTAL GENERAL FUND**\$ 201,344.82****CAPITAL IMPROVEMENTS FUND**

Spectrum Interiors	Use Tax Refund	\$ 360.00
Civic Plus	Town Hall Improvements-CivicRec	6,169.00
Copy Plus	Grand Avenue Improvements	122.50
Zehren And Associates, Inc	Grand Avenue Improvements	43,582.63

CAPITAL IMPROVEMENTS FUND (Cont.)

Uptown Services LLC	Project THOR	5,000.00
O.J. Watson Company, Inc.	Multi-Purpose Truck	22,489.00
Total CAPITAL IMPROVEMENTS FUND		\$ 77,723.13

WASTE WATER FUND

CEBT	Health & Life Ins. Payable	\$ 6,464.25
Standard Insurance Company	Health & Life Ins. Payable	183.17
American Mechanical Services	Repair & Maintenance Supplies	484.19
Grainger	Repair & Maintenance Supplies	1,145.90
USA Blue Book	Repair & Maintenance Supplies	260.69
Fleet Services	Gas & Oil	436.81
Federal Express Corp.	Communication & Transportation	745.02
Nextrust Inc	Communication & Transportation	337.57
USA Blue Book	Communication & Transportation	11.33
Black Hills Energy	Utility Services	200.69
Century Link	Utility Services	1,736.02
Holy Cross Energy	Utility Services	10,642.91
Colorado Mtn. News Media	Recruitment	223.66
Info Cubic	Recruitment	9.42
Chase Paymentech	C.C. Transaction Fees	856.80
Xpress Bill Pay	C.C. Transaction Fees	272.64
Denali Water Solutions LLC	Sludge Disposal	3,338.67
American Mechanical Services	Repair & Maintenance Services	1,265.00
Browns Hill Engineering	Repair & Maintenance Services	867.75
Utility Notification Center Of Colorado	Repair & Maintenance Services	107.80
Caselle, Inc.	Computer Support	257.13
Executech Utah LLC	Computer Support	391.56
Forward Tech Solutions, LLC	Computer Support	271.69
Seacrest Group	Testing & Permits	1,310.00
SGS North America Inc	Testing & Permits	3,767.50
Raftelis	Tap Fee And Rate Study	7,151.25
Total WASTE WATER FUND		\$ 42,739.42

WATER FUND

CEBT	Health & Life Ins. Payable	\$ 9,889.36
Standard Insurance Company	Health & Life Ins. Payable	246.30
Home Depot Credit Services	Office Supplies	62.49
DPC Industries, Inc.	Operating Supplies	7,891.90
Gypsum Eagle Ace Hardware	Operating Supplies	830.34
USA Blue Book	Operating Supplies	934.44
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	1,432.74
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	199.01
USA Blue Book	Repair & Maintenance Supplies	248.30
Fleet Services	Gas & Oil	524.65
Amazon	Equipment (Non-Capital)	(118.99)
Core & Main LP	Meters & Related Items/Resale	13,715.60
Federal Express Corp.	Communication & Transportation	68.71
Nextrust Inc	Communication & Transportation	337.57

WATER FUND (Cont.)

USA Blue Book	Communication & Transportation	40.61
Colorado Mtn. News Media	Legal Notices	259.26
AmeriGas	Utility Services	268.17
Black Hills Energy	Utility Services	25.46
Century Link	Utility Services	3,294.42
Holy Cross Energy	Utility Services	17,893.99
Colorado Mtn. News Media	Recruitment	440.11
Info Cubic	Recruitment	14.12
Chase Paymentech	C.C. Transaction Fees	1,332.81
Xpress Bill Pay	C.C. Transaction Fees	428.44
Garfield & Hecht, P.C.	Legal	208.30
LRE Water	Engineering	1,065.75
GM Asphalt Repair	Repair & Maintenance Services-Capitol St	3,400.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	107.80
Vail Honeywagon	Repair & Maintenance Services	139.78
Inland Potable Services Inc	Storage Tank Maintenance	8,395.00
Colo Dept Of Public Health & Environment	Testing & Permits	865.00
Caselle, Inc.	Computer Support	257.13
Executech Utah LLC	Computer Support	522.34
Forward Tech Solutions, LLC	Computer Support	359.94
US Bank Equipment Finance	Contract Payments	417.91
Total WATER FUND		\$ 75,998.76

REFUSE FUND

CEBT	Health & Insurance Benefits	\$ 2.00
Nextrust Inc	Communication & Transportation	337.57
Chase Paymentech	C.C. Transaction Fees	190.40
Xpress Bill Pay	C.C. Transaction Fees	62.32
Caselle, Inc.	Computer Support	257.12
Vail Honeywagon	Contract Services	50,522.90
Total REFUSE FUND		\$ 51,372.31

SALES TAX CAPITAL IMPROVEMENTS FUND

Buchanan Sperline & Holleman PC	Legal	\$ 475.00
Total SALES TAX CAPITAL IMPROVEMENTS FUND		\$ 475.00

CONSERVATION TRUST FUND

SE Group	Professional Services - Open Space Master Plan	\$ 6,677.50
Total CONSERVATION TRUST FUND		\$ 6,677.50

OPEN SPACE FUND

CEBT	Health & Life Ins. Payable	\$ 690.89
Standard Insurance Company	Health & Life Ins. Payable	40.63
Alpine Lumber Co.	Repair & Maintenance Supplies	67.45
Auto Zone, Inc	Repair & Maintenance Supplies	12.17
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	37.00
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	31.93
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	15.44

OPEN SPACE FUND (Cont.)

Signature Signs Inc
Fleet Services
Colorado Mtn. News Media
Info Cubic
Vail Honeywagon
Executech Utah LLC
Forward Tech Solutions, LLC
Mountain Pest Control, Inc.
Rocky Mountain Youth Corps
Native Electric

Total OPEN SPACE FUND

Repair & Maintenance Supplies	474.50
Gas & Oil	277.47
Recruitment	13.61
Recruitment	3.53
Repair & Maintenance Services	126.00
Computer Support	68.09
Computer Support	63.40
Weed & Pest Control	1,190.50
Trail Construction-Abrams Cr	17,885.00
Pool & Ice Campus Improvements	16,118.70
\$	37,116.31

TOTAL**493,447.25****PAYROLL****336,746.12****GRAND TOTAL****830,193.37**



To: Mayor and Town Council

From:

Date: September 14, 2021

Agenda Item: Resolution No. 64, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado, Authorizing Release of Funds from Escrow Established for the Performance Guarantee for Haymeadow Filing 1 and Substitute it for a Letter of Credit"

REQUEST:

BACKGROUND:

ANALYSIS:

COMMUNITY INPUT:

BUDGET / STAFF IMPACT:

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

RECOMMENDED ACTION OR PROPOSED MOTION:

ATTACHMENTS: None



To: Mayor and Town Council

From:

Date: September 14, 2021

Agenda Item: Building Permit Fee Waiver for Town of Eagle Project

REQUEST:

BACKGROUND:

ANALYSIS:

COMMUNITY INPUT:

BUDGET / STAFF IMPACT:

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

RECOMMENDED ACTION OR PROPOSED MOTION:

ATTACHMENTS:

1. Building Permit Fee Waivers for Town of Eagle Project Staff Memo
2. Town of Eagle Invoice - Telecommunication Hut



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: September 14, 2021

Agenda Item: Building Permit Fee Waiver for Town of Eagle Project

REQUEST:

Staff requests that the Town Council review a building permit fee waiver request for the construction of the telecommunication hut at public works.

INTRODUCTION:

The Town constructs projects like the private sector and applies its fee policies to those projects. Since the Town doesn't have a policy on fee waivers related to its projects, the staff is required to request fee waivers for each project. The current request is for the telecommunication hut that is being constructed and installed at public works. Most recently, the Town has waived its fees for the Eagle River Park and the Lower Basin Water Treatment Plant. The staff has attached an itemized invoice of the fees associated with the telecommunications hut and is requesting a waiver of current and future fees for the project. Staff also recommends that the Town Council set a policy on waiving fees for projects so that staff can execute the policy without having to make a request for each project.

ANALYSIS:

The fees for the telecommunication hut total \$2,227.55 and an itemized report is attached. Provided below are the pros and cons of establishing a blanket policy for Town projects:

Pros:

- Clear direction before construction saves the Town time and money.
- It doesn't make sense for the Town to apply fees that it then receives after being paid by the Town or the vendor in charge of constructing a project.

Cons:

- Town waiving its fees contradicts what we expect from the development community.
- There could be negative perceptions from the development community because the Town is not following its standards.

COMMUNITY INPUT:

Community input does not apply.

BUDGET / STAFF IMPACT:

There is no budget or staffing impacts associated with this discussion.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This discussion doesn't align with any strategies or standards because it's a discussion regarding how the Town administers fees applied to construction projects.

RECOMMENDED ACTION OR PROPOSED MOTION:

Below are a few actions the Town Council can take:

1. Motion to direct staff to waive any Town of Eagle building and planning department fees for the telecommunication hut construction and installation project including \$2,227.55 of expenses year-to-date.
2. Does that Town Council want to develop a Town of Eagle fee waiver policy? Yes, or no.

ATTACHMENTS:

- Town of Eagle Invoice – Telecommunication Hut

Town of Eagle

Box 609, Eagle, CO 81631

(970) 328-9655

21TEGL-5397 | New Commercial



<i>Fee Item</i>	<i>Account Code</i>	<i>Assessed Date</i>	<i>Outstanding Balance</i>
Building Permit Fees	1043220	08/11/2021	\$1,890.05
Building Permit Issue/Transfer Permit	1043220	08/11/2021	\$25.00
Plan Check Fees	1043220	08/11/2021	\$0.00
Commercial Electrical >\$2000	1043227	08/19/2021	\$287.50
Electrical Permit Transfer	1043227	08/19/2021	\$25.00
Total Balance Due			\$2,227.55

Permit Info

Applicaton Date: 8/11/2021

Property Address	Property Owner	Property Owner Address	Valuation
001050 Chambers Ave, Eagle, Town of Eagle CO 81631		001050 Chambers Ave, Eagle, CO 81631	\$210,000.00

Description of Work

Install new 10' x 20' prefabricated concrete shelter and associated foundation. Install new 200A single phase electric service and associated 50 KW natural gas generator to feed shelter.



To: Mayor and Town Council

From: Brandy Reitter, Town Manager, and Department Leads

Date: September 14, 2021

Re: Department Updates for August 2021

FINANCE DEPARTMENT

Administration/Financial:

- Staff continued work on the 2020 Financial Audit
- Debt Service
 - o 8/1/2020 - 2007 Waste Water Loan Payment - \$426,937 (Last Pmt 2028)
 - o 8/1/2020 - 2018 Water SRF payment - \$496,156 (Last Pmt 2040)
- Completed fiscal year spending and debt calculations for the Downtown Development Authority debt authorization TABOR notice.
- Staff is working on setting up invoicing for the Town's broadband lease agreements.
- Finance Director, Jill Kane, is out of the office on maternity leave until the end of October. Senior Accountant, Kelly Huitt, is filling in as the Interim Finance Director until her return.

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID							
	2017	2018	2019	2020	2021	VARIANCE FROM PY	
JANUARY	289	258	303	205	230	25	12%
FEBRUARY	245	272	254	237	217	(20)	-8%
MARCH	340	304	326	234	247	13	6%
APRIL	267	299	215	137	214	77	56%
MAY	277	260	275	162	260	98	60%
JUNE	319	151	298	221	400	179	81%
JULY	256	460	414	314	239	(75)	-24%
AUGUST	281	415	220	241	243	2	1%
YEAR TO DATE	2,274	2,419	2,305	1,751	2,050	299	17%

- The 17% increase in invoices between 2021 and 2020 is primarily due to the 2020 budget freeze.

Budget:

- Staff worked to finalize the Capital Improvement Project budgets and projections
- Finance and HR are finalizing personnel budgets and allocations
- Departmental operating budget discussions were held August 6-13th
- Completed Draft Revenue Projections

- Staff is working on finalizing fee schedule revisions

Training:

- Safety Training – 1st Amendment Audits
- Finance Admin Tech – Continued Advanced Excel Training Course
- Caselle – Asset Management Module Overview
- Caselle – Online Payments - Paya

Payroll/HR:

- Positions changes in Payroll
 - o 0 New Hires
 - o 5 Terms – Police Officer, Information Center Host, Buildings & Grounds Seasonals (3)
- Discovery meeting with Bamboo HR regarding timekeeping software

Utilities:

- New Accounts Setup – 3
- Property Transfers – 17
- Red Tags – 20
- Shut Offs – 0

Town Council Department – Budget to Actual:

TOWN OF EAGLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOWN COUNCIL						
10-49-110	SALARIES & WAGES	3,300.00	26,400.00	39,600.00	13,200.00	66.7
10-49-142	WORKERS COMPENSATION	.00	38.31	51.00	12.69	75.1
10-49-143	HEALTH & INSURANCE BENEFITS	18.00	136.00	.00	(136.00)	.0
10-49-144	FICA - EMPLOYER'S	252.45	2,019.65	3,029.00	1,009.35	66.7
10-49-210	OFFICE SUPPLIES	.00	105.81	200.00	94.19	52.9
10-49-310	COMMUNICATION & TRANSPORTATION	.00	5.67	.00	(5.67)	.0
10-49-320	LEGAL NOTICES	.00	325.50	.00	(325.50)	.0
10-49-340	UTILITY SERVICES	.00	965.12	.00	(965.12)	.0
10-49-347	PROFESSIONAL SERVICES	.00	1,766.84	29,047.00	27,280.16	6.1
10-49-362	COMPUTER SUPPORT	196.89	1,536.41	3,048.00	1,511.59	50.4
10-49-371	TRAVEL EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-49-372	MEETING EXPENSE	.00	388.34	2,000.00	1,611.66	19.4
10-49-380	TUITION & BOOKS	.00	108.22	1,750.00	1,641.78	6.2
10-49-450	SPECIAL COUNCIL FUNDING	10,583.00	114,212.50	211,113.00	96,900.50	54.1
10-49-510	INSURANCE	.00	724.32	240.00	(484.32)	301.8
10-49-915	COMMUNITY REQUESTS	.00	23,022.34	54,000.00	30,977.66	42.6
TOTAL TOWN COUNCIL		14,350.34	171,755.03	345,078.00	173,322.97	49.8

SPECIAL EVENTS & MARKETING

August 2021 Report

- Opened and began promotion of 2022 MEAC and Community Funding Program application process. Deadline for applications is September 30, 2021 at 5:00pm.
- Reviewed and vetted applicant proposals for providing 2021 TOE marketing services and 2022 media plan. Negotiating with finalist.
- Executed TOE Staff Annual Picnic
- Executed MEAC Yearly Retreat to work on Mission Statement and future directions.
- Concluded Town Council Meet & Greet at Eagle ShowDown Town Concerts
- Concluded 1st year of Eagle Farmers Market. Producer and vendors happy with 1st year. Meeting to discuss plan for 2022.
- Contracted photographer/videographer to work on updated event and Town of Eagle Photo/video stock gallery.
- Updated eagleoutside.com events calendar & 6th Ave Digital Sign
- Executing summer marketing/promotion ad run program with Vail Daily, to include impressions in Vail Daily paper, Vail Daily TV Live and digital platforms. Scott/Mayor appeared in Live Video interview.

August – 18 Events Executed

August		
8/1/21	Yoga in The Park	Yoga Off Broadway
8/5/21	Eagle Town Council SDT Meet & Greet	Town of Eagle, B. Hall
8/5/21	ShowDown Town Concert	Vail Valley Foundation
8/6/21	Eagle Farmer's Market & Art Show	Ren Productions
8/6-7-8/2021	Carve Wars Chainsaw Carving Competition	Carve Wars
8/8/21	Yoga in The Park	Yoga Off Broadway
8/8/21	Our Community Dinner – Cancelled for 2021	Friends of Eagle
8/12/21	ShowDown Town Concert	Vail Valley Foundation
8/13/21	Eagle Farmer's Market & Art Show	Ren Productions
8/13/21	ArtWalk	Eagle Arts
8/15/21	Yoga in The Park	Yoga Off Broadway
8/20/21	Eagle County Democrats	Fundraising Dinner

8/20/21	Eagle Farmer's Market & Art Show	Ren Productions
8/22/21	Yoga in The Park	Yoga Off Broadway
8/22/21	Bonfire Brewery 5K	Colorado Brewery Running Series
8/27/21	Eagle Farmer's Market & Art Show	Ren Productions
8/27/21	Yoga at the River Park	Yoga Off Broadway
8/27-29/2021 6:30:00 PM	Eagle Mushroom & Wild Food Festival	
8/29/21	Yoga in The Park	Yoga Off Broadway
8/29/21	Garduno's Block Party	Garduno's Restaurant

MEAC:

- Executed MEAC 2021 Strategic Planning Retreat to establish mission stamen and create stronger future direction.
- Opened 2022 MEAC & Community Funding Program process for on August 2, 2021.

Be Our Guests Program:

- Sent written notice to “Be Our Guest” program participants that the program concludes on September 30, 2021

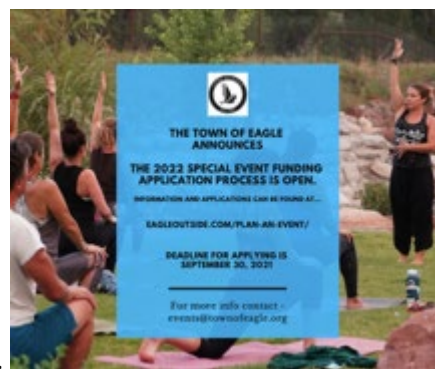
Eagle Info Center:

- Operating Info Center Summer 2021 Days and Hours - Info Center open Wednesdays through Sundays, 10:00am to 3:00pm. All staff has been vaccinated. Preparing to hire one more part timer staff person.
- Lost one staffer to moving out of state. Working with HR to hire replacement for that part-time position.

Digital Sign:

- Created more intermittent scheduled messages.
- Promoting message for Eagle Downtown businesses
- Executing information for summer events and programs to build awareness and promotion.

Vail Daily Media Plan Ads and Social Channel Examples:



TOWN CLERK

Communications

- Communications Committee August 2021:
- Eagle Today was sent August 24th to 3191 subscribers

IN THIS EDITION:

- Message from Town Council
- Upcoming Events
- Community Impact Award
- Meet Adrian Loera
- Elevate Eagle Comp Plan Update
- Call for Volunteers!
- Community Funding Open for 2022
- Comcast Updates sent August 2, 9, 16, 23 and 30.

Licenses

- BUSINESS:
 - 7 Licenses Issued in August– 439 licenses issued for 2021
 - 11 Mobile Licenses have been issued in 2021
 - 75 Home Business Licenses have been issued in 2021
- LIQUOR:
 - Brush Creek Elementary PTA, Special Event License August 23, 2021
 - Pending: Gizmo Authentic Italian LLC dba Ristoranti TiAmo Eagle, Transfer of Ownership Hotel and Restaurant (Pastatively), September 14, 2021
 - Pending: Social Oak Wine LLC dba Social Oak Wine, Hotel and Restaurant, September 14, 2021
- MARIJUANA:
 - Sweet Leaf Pioneer, LLC, Medical Marijuana Conditional Optional Premises License Renewal
 - Sweet Leaf Pioneer, LLC, Medical Marijuana Center Type 1 License Renewal

Website – www.townofeagle.org

- Ask the Town questions: 6
 - Disc Golf Request
 - Utility Inquiry
 - Short Term Rental Inquiry
 - Birth Certificate Inquiry
 - Nogal Road Trash Inquiry
 - Community Funding Inquiry

Other:

- Records Requests (2)

Sales Tax

We currently have 4,157 unique retailers remitting 7,386 individual tax transactions in 2021.

Filing Period: this indicates sales tax for the actual month sales occurred. These numbers will fluctuate throughout the year as it is reflecting late payments by the retailer or customer retail returns (deductions). Filing Period numbers are updated quarterly. This is the most accurate picture of sales tax collections for that month.

Revenue Period: this amount indicates the month revenue is received by the Town. Revenue period is all money collected by the state for the previous month and any additional months a retailer remits. This amount is what is deposited in the Town's bank account. These returns also get categorized into a "filing period" and are reflected in the sales tax report. This total amount will not change.

2021				Revenue from online sales is included in the Retail sector and OOA. Total retailers includes individual returns and can be duplicate sellers.		
	Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
	Jan	\$ 552,913.83	\$ 688,558.97	19%	\$67,050.62	1443
	Feb	\$ 520,260.38	\$ 576,588.68	20%	\$81,832.64	1311
	Mar	\$ 615,283.70	\$ 525,690.74	13%	\$51,489.75	1270
	1 Q	\$ 1,688,457.91	\$ 1,790,838.39	18%	\$ 200,373.01	
	Apr	\$ 588,325.41	\$ 623,363.57	13%	\$67,089.31	1429
	May	\$ 622,183.21	\$ 575,664.72	17%	\$70,368.59	1264
	Jun	\$ 684,039.40	\$ 629,801.19	24%	\$61,561.99	1416
	2 Q	\$ 1,894,548.02	\$ 1,828,829.48	18%	\$ 199,019.89	
Jul	\$ 680,328.44	\$ 686,861.36	23%	\$76,578.81	1418	
Aug		\$ 703,257.97	23%	\$75,027.61	1509	
2020						
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers	
Jan	\$ 376,083.83	\$ 578,686.45	35%	\$58,628.84	905	
Feb	\$ 600,020.25	\$ 480,407.70	24%	\$33,124.05	840	
Mar	\$ 492,881.75	\$ 463,471.24	16%	\$34,545.98	937	
1 Q	\$ 1,468,985.83	\$ 1,522,565.39	25%	\$ 126,298.87		
Apr	\$ 425,304.00	\$ 553,180.68	31%	\$131,519.10	927	
May	\$ 505,676.56	\$ 492,253.55	20%	\$51,166.82	1097	
Jun	\$ 544,617.55	\$ 508,611.57	18%	\$42,823.92	1102	
2 Q	\$ 1,475,598.11	\$ 1,554,045.80	23%	\$ 225,509.84		
Jul	\$ 575,779.73	\$ 558,775.30	12%	\$55,962.03	1178	
Aug	\$ 566,675.73	\$ 573,345.77	12%	\$47,230.27	1159	

MUNICIPAL COURT

- Court held August 4th and 18th

August Citations Issued	Current	YTD	2020
Animal Control	0	16	29
Juvenile	0	11	
Misdemeanor/Ordinance	3	10	29
Parking	6	80	97
Traffic	21	156	160
Total	30	226	315

August Fines and Fees Collected (includes collections for previous months)	Current	YTD	2020
Court Costs	30.00	791.25	1,450.00
Criminal Police Equipment and Training Surcharge	20.00	110.00	601.00
Traffic Surcharge	290.00	2062.50	0
Deferred Judgment Fee	0	75.00	665.00
Fines	3720.00	22842.50	21,651.66
Outstanding Judgement Fee	30.00	30.00	370.00
Stay of Execution Fee	0	0	25.00
Charitable Contribution (discontinued 2019)	0	0	10.00
Bad Check Fee	0	60.00	0
Warrant Fee	0	0	0
Failure to Appear	140.00	490.00	35.00
Victim Restitution Fee	0	0	371.02
Total	\$4,230.00	\$26,461.25	\$25,178.68

August Dispositions (Payments or Court Appearances)	Current	YTD	2020
Animal Control	0	8	110
Juvenile	0	11	0
Misdemeanor/Ordinance	1	4	72
Parking	4	91	443
Traffic	26	150	205
Total	31	264	830

Outstanding Fines and Fees by Date	
Current	150.00
1-30 Days Past Due	260.00
31-60 Days Past Due	255.00
61-90 Days Past Due	835.00
91-180 Days Past Due	6464.00
Total	\$7,964.00

COMMUNITY DEVELOPMENT

BUILDING DEPARTMENT UPDATES:

Activity:	Status:
General coordination of contractors and projects.	Ongoing
Participation in Pre-Application meetings as needed.	Ongoing
Plan review and inspection services for pending and active permits.	Ongoing
Expired Permits review and follow-up.	Ongoing
Code Adoption Process (2021 International Building Codes) The Building Department has begun the process of reviewing and completing the adopting ordinance for construction code updates with the intent to adopt the 2021 edition of the International Suite of Codes. In our July CITIX Newsletter (<i>Construction Industry Trades Communication Information Exchange</i>), we will solicit input for adoption and/or amendments to the 2021 Codes, including any recommended changes to the current Title 13 of the Town Code. Please contact Building Official, Charlie Davis, directly if there is an interest in being part of this process.	Ongoing
Work with the Town of Gypsum Building Department for Electrical Inspection Services. August – (34) inspections.	Ongoing
Archived plans – department is receiving large numbers of inquiries. Staff continues to electronically archive permits and plans.	Ongoing
CITIX - Construction Trades Information Exchange - CITIX is a way for the Community Development Department to communicate with the Contractor community. - Latest issue sent July 1, 2021	Next issue scheduled to be distributed October 1, 2021

The chart below shows the number of inspections conducted and building permits issued for the current month, the previous month, and the year to date.

Building Department Activity 2021					
	June 2021	July 2021	August 2021	YTD 2020	YTD 2021
Number of Inspections	101	114	138	1970	925
Number of Permits Requiring Plan Review	9	14	9	*	96
Number of Building Permits	13	24	23	498	166
Building	11	10	10	160	68
Electrical	0	8	7	137	48

Plumbing	0	0	2	69	24
Mechanical	2	1	4	107	25
Demo	0	0	0	3	1
Out of Town Water/Sewer Taps	0	0	0	22	10
ALL Commercial*	6	3	3	24	16
SF Detached Residential*	0	0	3	11	10
Multi-Family & Attached SF Residential*	0	0	0	16	0
Residential Remodel/Addition/Basement Finish	1	1	4	49	61
PV	3	1	4	46	15
One Stop	4	8	9	102	88

* YTD 2020 Plan Review Data unavailable.

Major Construction Projects Under Review and Oversight:

- **Broadway Station** – Re-assessing building entrance for proper accessibility grade. No new construction changes to report. Anticipated approval in the Fall of 2021. No new construction changes to report (9/8/21).
- **Talon Flats** – Ongoing exterior work occurring, including stucco and brick. No new construction changes to report. Anticipated occupancy approval for the Fall of 2021. No new construction changes to report (9/8/21).

Upcoming Activities for August 2021:

- Continue procedure for code updates to 2021 Codes, set to be adopted Spring of 2022.
- Continue customizing Community Core Solutions.
- Continue electronic archiving of permits.

PLANNING DEPARTMENT UPDATES:

PLANNING ACTIVE APPLICATIONS	STATUS
Brush Creek Road Extension	• Design plans have been submitted to Town Engineer for review - approval deadline was May 14th. PW staff to work with Town Attorney, Town Manager, Council on wording/drafting of approvals. • No new information to report (9/8/21).
Haymeadow	• PUDA21-02 – Haymeadow Amendment - o New application received on 7/28/21 for amendment to the PUD. - o Planning Commission hearing on 9/21/21. - o Town Council hearing on 10/21/21.
DR21-01 – Sinclair Station	• Applicant submitted updated plans with grading and drainage details. Staff comments provided and waiting for resubmittal from applicant.
PUDA21-01 - Eagle Ranch 6th PUD Amendment	• Ongoing completeness review. • Staff has requested a traffic impact study.
Reserve at Hockett Gulch – Subdivision & Major Development Permit	• Staff received new application in July. Completeness review issued and awaiting resubmittal. • Grading permit issued in August.

	Staff has received partial submission for Preliminary Plan/Final Plat & Major Development permit applications.
446 Broadway	Staff received application for a development permit. Application not deemed complete for processing.
341 Broadway	Staff received partial submission for a minor development permit. Application not deemed complete for processing.
PRE-APPLICATIONS	STATUS
295 Eby Creek Rd. (Previously Burger King)	- Application for SUP for Rapid Care Clinic forthcoming, fall/winter 2021. - Reviewing parking easement concerns.
1215 Chambers Ave. Innovation Station	- Concept plan and drainage info was sent to Public Works. - No new information to report (9/8/21).
201 Broadway	Submitted electronic copy of minor development permit application. Awaiting payment prior to processing.
ECSD Employee Housing Project (3 rd Street)	- Waiting for comp plan Future Land Use Map (FLUM) amendment to submit applications for rezone, subdivision, and development permit. - Application anticipated fall 2021. 12-14 units currently proposed.
LONG RANGE PLANNING	STATUS
Elevate Eagle Comprehensive Plan	- Appendix A – connect with Eagle County Housing for housing report – temporarily on hold. - State Demographer report for Appendix A – in progress. - Future Land Use Map (FLUM) Amendment (tentative timeline): - Town Council hearing 9/14/21 - Planning Commission adoption 10/5/21 - Town Council ratification 10/26/21
Title 4 Land Use Code Update	Initial requests for sign code and list of specific code amendment items have been submitted.
Hwy 6 Corridor Study	- Project now in Phase 2 (April 2021 – October 2021). - Phase 2 Town & Consultant charette was held on June 28. - Phase 2 Design Charette was held July 15-20.
East Eagle Sub Area Plan	Continue to revise concept plans and draft plan based on feedback provided at the 9/7/21 joint work session between P&Z and TC.
County West Eagle Property	4 RFQ's received. Consultant teams interviewed September 3rd.
SolSmart – Bronze Designation	- Temporarily on hold due to workloads. - No new information to report (9/8/21).
OTHER	STATUS
ORDINANCES	- Impact Fee Ordinance Update - Review of Public Safety and Fire District Nexus studies ongoing. - No new information to report (9/8/21).

Upcoming Meeting Schedule:

September 2021
September 21 st (Planning & Zoning Commission)

• Haymeadow PUD Amendment • Department & Town Council Update.
September 28 th (Town Council) • No files scheduled at this time.
October 2021
October 5 th (Planning & Zoning Commission) • Chapter 3 / FLUM Amendments to Comprehensive Plan (adoption hearing)
October 12 th (Town Council) • Haymeadow PUD Amendment
October 19 th (Planning & Zoning Commission) • No files scheduled at this time.
October 26 th (Town Council) • Chapter 3 / FLUM Amendments to Comprehensive Plan (ratification hearing)

POLICE DEPARTMENT



August 2021 Calls for Service: **1,062**

Calls for Service January – August 2021: 7,068

August 2020 Calls for Service: **1,045**

Calls for Service January – August 2020: 7,315

<i>Agency Assist 27</i>	<i>Fire/Medical 12</i>
<i>Assault 2</i>	<i>Fraud 3</i>
<i>Burglary 1</i>	<i>Harassment 12</i>
<i>Child Abuse Investigation</i>	<i>Juvenile/Family Incident 7</i>
<i>Citizen Assist 50</i>	<i>Missing/Recovered Juvenile – Adult 1 - 0</i>
<i>Civil 9</i>	<i>Noise 12</i>
<i>Code Violation 2</i>	<i>Protection Order Violation 2</i>
<i>Crash 24</i>	<i>Sex Assault/Misconduct Investigations 2</i>
<i>Damage/Vandalism 4</i>	<i>Sex Offender Check/Registration 7</i>
<i>Death 1</i>	<i>SRO Related 18</i>
<i>Disturbance 5</i>	<i>Suicidal/Welfare 14</i>
<i>Dogs Leash, Welfare or Noise (EPD and not A.C.) 2</i>	<i>Suspicious Person/Vehicle/Occurrence 38</i>
<i>Domestic/Disturbance- Harassment or Assault 1</i>	<i>Theft 8</i>
<i>DUI/D 2</i>	<i>Trespassing 2</i>
<i>DUR 3</i>	<i>Warrant Arrest 7</i>

Your Eagle Police Department continues to find opportunities to engage with our citizens and guests at local events and while on community patrol. During one shift, Officers C. Stahl and E. Bonta handed out about 30 stickers to children and provided police car tours. All dayshift officers remained on alert for lemonade stands and continued to support our young entrepreneurs when time allowed for a visit to a local pop-up stand. One officer got lucky when he stumbled upon a lemonade/baseball card stand and purchased a baseball card for his child.

Officers continue their ambassadorship roles with Show Downtown and have assisted with various calls for service, to include locating lost children. Officers were also able to carve out some time to attend the Artwalk event and other important community events. Officer D. Scriver was our officer liaison and EPD athlete for this year's annual Special Olympics Torch Run. Officer L. Causey furthered operations and was our representative for National Night Out. Officer D. Scriver and Chief J. Staufer helped serve lunch at Vail Valley Salvation Army's annual Empty Bowls event.

Your Eagle Police Department continued to remain busy with routine calls for service and investigations. Disturbances, vehicle crashes, impaired drivers, welfare checks, and suspicious occurrences were higher than average as well. Noise complaints were up, with three service calls being attributed to one event at a local business.

One of the more significant calls for service involved the burglary of a local gun shop. Due to the nature of the burglary, EPD focused intensely on identifying the subjects on surveillance and solicited the help of our community. Officer D. Scriver was on patrol following up on leads and happened to observe one subject wearing the same clothing noted in the surveillance, which quickly led to the discovery and containment of two other subjects. Officer D. Scriver took the investigative lead and put in multiple hours of overtime, worked several days when he was scheduled to be off duty and completed multiple stages of the complex investigation, to include arrest warrants and attendance at initial court hearings. Other officers assisted with executing search warrants, consultations with parents, evidence processing, school resources, public information and follow-up with the gun shop. Due to recent changes in Colorado law and local jail procedures, EPD officers were called in on two separate occasions to complete transports to the front-range. The complexity and nature of this call required enhanced focus

and support from our 5th Judicial District investigator (who assisted with interviews) and is another example of EPD's need for a full-time dedicated detective. While this incident covered an immense amount of bandwidth, EPD received praise for an effective, efficient and professional investigation.

The school year just started and your EPD has been busy with school related events and other incidents involving students. Chief J. Stauffer was at his traditional post at BCES, assisting with crossing students for their first day of school. EPD officers were also present at the 3rd Street campus, due to angst from some individuals regarding mask requirements at Eagle County schools. While protest zones were set up near each school, there were no issues of concern reported.

As we remain the only local law enforcement entity in our Eagle River Valley without a dedicated school resource officer (SRO), EPD responded to the request of enhanced patrols at our local schools by designating two school liaisons to support some of the basic functions of an SRO. Officer J. Sanders and Officer D. Scriver have attempted to keep up with the bandwidth yet have found it difficult to meet some of the demands and balance regular patrol duties. It should be noted that the school year just got underway and there are already quite a few areas needing attention and several incidents involving students. Welfare concerns, mental health, runaways, trespassing and students involved in a burglary have been just some of the higher priority calls already encountered.

EPD officers initiated an investigation into felony witness intimidation. A warrant was issued and the subject was tracked down to a location in Eagle. The subject evaded initial arrest after fleeing and barricading inside a residence. Additional officers arrived and began negotiations for surrender. The subject eventually surrendered without further incident.

The summer of over-indulgence continued this month and EPD officers discovered several intoxicated adults. One subject was found lying on a sidewalk near Brush Creek Park. Officers were able to summon friends to care for this subject. Another subject was attended to after being discovered lying on the bike path, while a different subject was transported by ambulance due to heavy alcohol consumption after being reported lying on the ground near the Eagle County building.

EPD has also responded to several crashes this month. Two of these involved subjects who were found to be driving under the influence of alcohol or drugs. A severe injury crash on I-70 at the Eagle off-ramp resulted in a warrant arrest for the driver who was found to be under the influence of alcohol, marijuana and Benzodiazepines. In a separate crash, an intoxicated driver of an SUV drove onto the sidewalk and then took out a large section of guardrail at the Grand Avenue and Church Street roundabout. Fortunately, no pedestrians or bicyclists were on the sidewalk in this area at the time of the crash. EPD assisted GRANITE (local drug task force) with a traffic stop contact at the parking lot of a local Eagle convenience store. Large amounts of suspected heroin, cocaine and other drugs were found and seized by GRANITE. The driver of the vehicle was arrested on multiple felonies.

When in Rome. It is good to drive as other safe drivers on I-70 do. When you are driving a vehicle without license plates and speeding over 100MPH, anticipate that you will get some attention. If you have a warrant for your arrest, it is not good to draw attention to yourself, before turning yourself in. In this case, the driver didn't seem to notice the big white SUV with a big bumper, lights and "Police" insignia following behind...for over ten miles. When the EPD officer turned on the red and blue lights, suddenly, the driver took notice. The driver was arrested on a felony nationwide warrant and issued a summons for several traffic charges.

Even the police get scam calls. During one shift, an EPD officer received three separate phone calls regarding a surety bond that needed to be paid due to failing to appear as an expert witness. The bond needed to be paid using a Home Depot gift card to resolve the arrest. EPD worked on a community advisement reminder about telephone scams.

Oops, I did it again. A subject, who was under investigation for multiple thefts by other law enforcement agencies, elected to try his luck at stealing more items from the same store in Eagle, where surveillance flagged him previously. An alert employee notified EPD and the subject was caught leaving the store with multiple stolen goods. Upon contact, it was discovered that the subject has other outstanding warrants as well. The subject was arrested and taken to jail.

A special shout-out to our team for covering calls, events and extra assignments while short-staffed. EPD is working hard to find a qualified candidate to fill our patrol vacancy.

Another special shout out to our community for calling in suspicious vehicles and/or people as soon as possible for EPD to address concerns. Additionally, a special “thank you” to those who provided useful tips with several incidents this month. Working in partnership, our community and your police can improve upon the quality of life we all enjoy in our wonderful town!

County Court – Available upon request. **Local and Regional Calls for Service** – Available at Dispatch

HUMAN RESOURCES

July - August

Benefits

- Final negotiations on Contracts or 2021 new COBRA Compliance & Administration for HRA
- Working on 2022 Renewal for Health
- Set up HRA & H.S.A. Benefits remote access for PPO4 & HDHP enrollees, rolled out to staff

Recruiting – Onboarding

- Filled Utility Manager, started 09/02
- Onboarded Code Enforcement Specialist, IT Manager and Police Officer II
- Mechanic Position Posted, no resumes received
- PW Operations Manager Posted, reviewing applications
- Engineer I or II Posted, no resumes received
- Police Officer position posted; conditional offer presented
- Set up 2-year subscription for Job Postings with Government Jobs

Risk Management, Safety and Work Comp

- Managing 8 General Liability & PC Open claims, 3 carry over, 5 new
- Managing one new work comp claim
- Developed work comp claims Standard Operations Procedures
- COVID resurgence in Emergency Leave requests

Other

- Held all employee meeting 7/14, set up one on one benefits sessions with carrier
- Nominations received for Employee of the Year for 2020 and 2021, presented at employee meeting
- Respond to 3 verifications of employment
- Administering 5 Medical Leave of Absence Requests, 3 Disability claims, 2 light duty accommodations
- Researching HRIS system to compare to CivicHR
- Conducted Exit Interview for outgoing Mechanic
- Budget research for compensation, Operating Budget submissions

PUBLIC WORKS

Streets

- Streets has completed the necessary road shoulder repair work for this summer.
- Pavement crack fill work should begin by the end of this month and continue in to October.
- Streets recently completed drainage system maintenance work at two locations in Eagle Ranch. The first was on open space near Deep Edy Cove and involved cleaning out a small sedimentation pond and the outlet of a culver pipe – the accumulation of sediment was preventing the free flow of the storm drainage from Eagle Ranch Road. The second location was on open space near the Village Homes neighborhood. At this location a small ditch filled with sediment was preventing the free flow of water through the open space pond system in this area. Restoring the flow of water was necessary in order to maintain the health of the aquatic environment in the nearby ponds and wetlands.

Buildings and Grounds

- Most of our B&G seasonal staff have returned to school – these darn kids think more important to graduate from high school than to keep working for us, and they're correct! Our remaining staff are dividing the workload through the remainder of the mowing season, you may see a few areas where we have to mow less frequently than we were in the summer.
- B&G recently replaced some vandalism damaged walls within the restroom at Brush Creek Park.
- We are seeing quite a new of trees on open space and also along streets in the Eagle Ranch area crack and fall down. In some cases only a portion of the tree splits off, in others the entire tree breaks down. We are not seeing any evidence of disease or rot, but the wood is very dry.

Water/Wastewater

- Lower Basin treatment plant continues to perform well. We are shifting water production away from the Upper Basin plant and to the Lower Basin plant, this will help us to increase stream flows in Brush Creek.
- Brush Creek Stream flows dopped dramatically during the week of September 6th. The primary cause is the on-going drought, while the summer monsoon rains had kept flows up there is simply not enough ground water to maintain flows when the rains stop. We are using the Brush Creek Management plans to curtail diversions and this is helping stream flows to recover.

Open Space

- The OST master plan project is in full swing. There was an article in the Vail Daily on August 5th in which Brian Lieberman was nicely quoted. <https://www.vaildaily.com/news/eagle-aims-to-break-down-barriers-to-accessing-open-spaces/>
- Open Space is beginning trail and event venue prep work in advance of the high school championship mountain bike races later this month.

Engineering

- We continue to have the Town Engineer and two other public works staff people largely devoted to supporting the Comcast project. Many, many, hours are being spent performing underground utility locates as is required by law. We are hopeful that Comcast will begin offering service to customers later this month! <https://www.vaildaily.com/news/eagle-valley/comcasts-downvalley-expansion-eyes-2022-completion/>



To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: September 14, 2021

Agenda Item: PUBLIC HEARING: Gizmos Authentic Italian LLC dba Ristorante TiAmo Eagle - Request for Transfer of Ownership of a Hotel & Restaurant Liquor License

REQUEST: The Mayor should convene the Liquor License Authority before opening this item. The request is for consideration of approval for a Transfer of Ownership of a Hotel & Restaurant License for Gizmos Authentic Italian LLC dba Ristorante TiAmo Eagle - located at 94 Market Street.

BACKGROUND: Randall Yenerich, who owns Gizmos Authentic Italian LLC, submitted an application to the town for a Transfer of Ownership of a Hotel & Restaurant License on August 9, 2021.

ANALYSIS: Department Staff has reviewed the application and made preliminary findings to the applicant that included the following:

1. The location of the premises for which the license is sought is 94 Market Street Eagle, Colorado 81631.
2. It appears from the evidence submitted that the applicant is entitled to possession of the premises proposed to exercise the license.
3. The location proposed to sell liquor for on-site consumption is not within 500 feet proximity to a school as defined in the Eagle Municipal Code.
4. The applicant has applied for and has possession of a valid Town of Eagle Business License and state-issued Sales Tax License number.
5. The \$100.00 Temporary Permit Pending Transfer of Ownership fee to the Town of Eagle has been paid. The State Fee of \$2050.00 and the local fee of \$1075.00 have been paid. The renewal fee for 2022 will include \$500.00 to the State of Colorado and \$175.00 to the Town of Eagle.

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:

1. 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, the findings were consistent with the disclosure on the IHR regarding no convictions.
2. No undue concentration has been determined with the current class of license and does not require additional law enforcement resources as presented.
3. The neighborhood for which the Local Licensing Authority has determined as the applicable neighborhood is the Town of Eagle.

A petition to assist with determining the needs and desires of the adult inhabitants was not required.

16 Hotel & Restaurant Licenses	1 Brewpub License
--------------------------------	-------------------

2 Tavern Licenses	3 Beer and Wine Licenses
4 Fermented Malt Beverage Off-Premises Licenses	4 Retail Liquor Store Licenses
1 Brewery (State Licensed)	1 Distillery (State Licensed)

COMMUNITY INPUT: This is a public hearing which was noticed at the location, in the newspaper, and on our website. The applicant will also be present to answer any questions from the Authority.

BUDGET / STAFF IMPACT: There is no budget impact for approving this item.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This item does not have a direct link to a Major Objective. However, it does support "Stimulating Economic Vitality and Development." A denial of this license would need to be for cause and would limit the applicant's sales to non-alcoholic beverages only.

RECOMMENDED ACTION OR PROPOSED MOTION: MOTION TO APPROVE OR DENY: Findings and Order approving a Transfer of Ownership of a Hotel & Restaurant License for Gizmos Authentic Italian LLC dba Ristorante TiAmo Eagle - located at 94 Market Street and direct the Mayor and Town Clerk to sign and submit the application to the State of Colorado.

ATTACHMENTS:

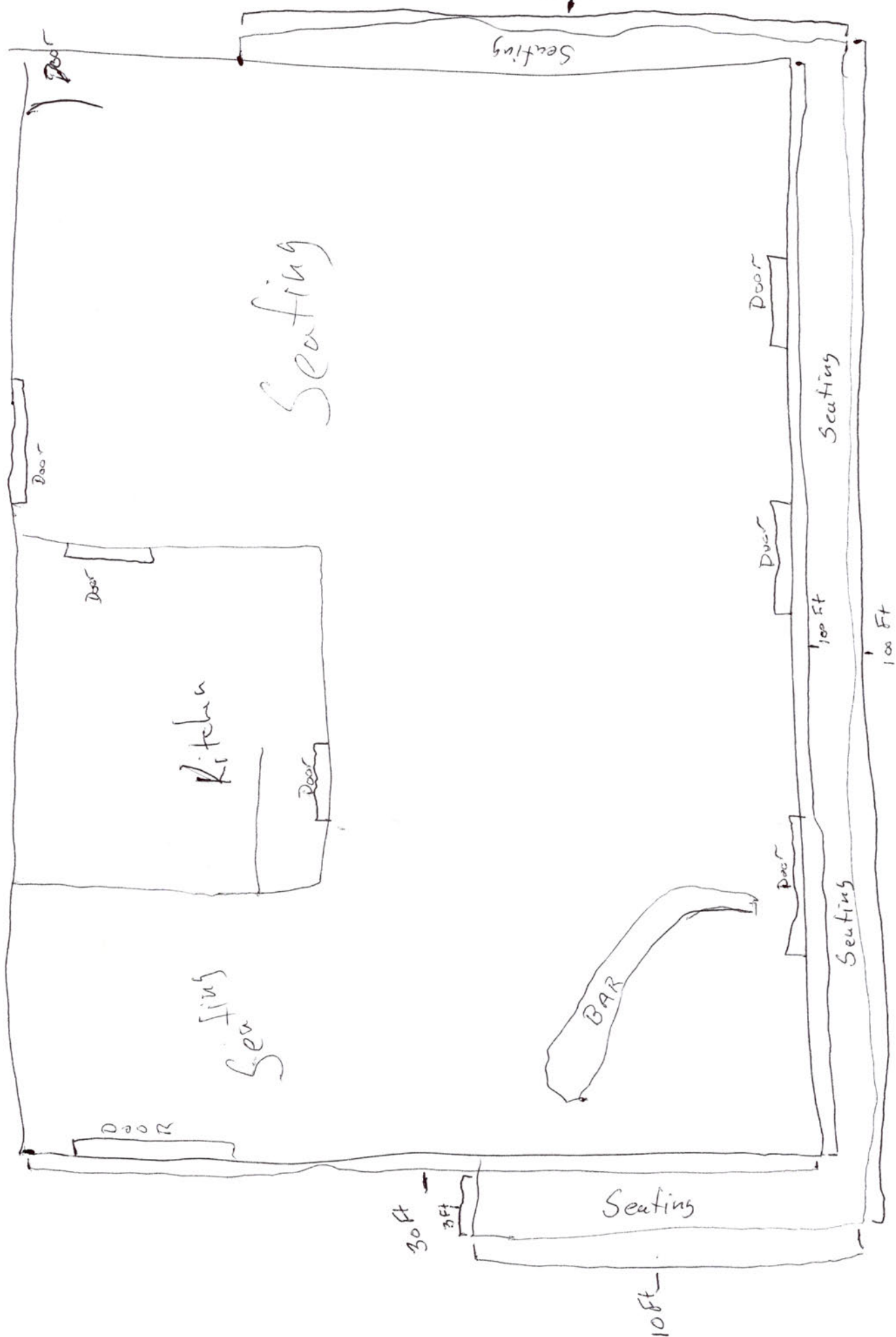
1. STATE APPLICATION_Redacted
2. NOTICE OF FINDINGS AND ORDER
3. TEMPORARY PERMIT
4. Notice of Public Hearing - website

1

Name <i>RANDALL YENERICH</i>	Type of License <i>Li</i>	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. ☐ ☒		
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? ☐ ☐		
13 b. 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 <u>current</u> financial interest in said business including any loans to or from a licensee. <i>Frisco Restaurant LLC</i> ☒ ☐		
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 <i>Smith Holdings</i>	Tenant <i>Gizmo Authentic Restaurant Italian</i>	Expires <i>2036</i>
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
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. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		
19. 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.		

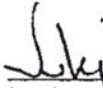
Name Randall Yenerich	Type of License Liquor	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for 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?	☐	☐		
21. 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)	☐	☐		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?	☐	☐		
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.	☐	☐		
23. 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 an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager Yenerich	First Name of Manager Randall			
24. 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.				
Frisco Restaurant LLC 03-05710		Yes ☒ No ☐		
25. 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				
Last Name of Manager	First Name of Manager			
26. Tax Information.				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?	☐	☐		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?	☐	☐		
27. 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 Randall Yenerich	Home Address, City & State 1003 Sylvan LK RD	DOB 12/4/68	Position Owner	%Owned 100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☒ 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 <i>Randall Yenerich</i>		Type of License <i>Liquor</i>	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 <i>Randall Yenerich</i>		Printed Name and Title <i>Randall Yenerich</i>		Date <i>8/9/2021</i>
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority <i>August 9, 2021</i>		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <i>September 14, 2021</i>		
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?				Yes ☐ No ☐
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?				Yes ☐ No ☐
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 <i>Town of Eagle</i>		Telephone Number <i>970-328-9623</i>		☒ Town, City ☐ County
Signature	Print <i>Jenny Bellow</i>	Title <i>Town Clerk</i>	Date	
Signature	Print <i>Scott Turnipseed</i>	Title <i>Mayor</i>	Date	



The Outdoor Seating
will Be Contained By Chain or Rope
Attached to Buildings Pillars

COMMERCIAL GROSS RENT LEASE

 THIS COMMERCIAL GROSS RENT LEASE (this "Lease"), dated to be effective as of 1st, 2021 (the "Effective Date"), is by and between Smith Holdings LP whose principal business office is located at 1725 Stove Prairie Circle, Loveland Colorado 80538 ("Landlord"), and Gizmos Authentic Italian LLC dba Ti Amo Eagle whose mailing address is: Post Office box 4342, Eagle, Colorado 81631 ("Tenant").

The purpose and intent of this Lease is to define and set forth the terms and conditions under which Landlord shall lease to Tenant the real property identified and described below in this Lease. The parties desire that this Lease be interpreted as broadly as possible to achieve its stated purpose and intent.

RECITALS

WHEREAS, Tenant desires to lease from Landlord the real property described below in this Lease pursuant to and subject to the terms and conditions contained in this Lease; and

WHEREAS, Landlord is willing to lease to Tenant the real property described below in this Lease pursuant to and subject to the terms and conditions contained in this Lease;

NOW THEREFORE, in consideration of the terms, conditions, mutual covenants, promises, undertakings, burdens and benefits contained in this Lease, and for other valuable consideration, the receipt and sufficiency of which is acknowledged by each party, Landlord and Tenant agree as follows:

LEASE

1. Premises. Landlord is the owner of certain real estate legally described as Lot 4 Eagle Interchange also known as 94 Market Street, in Eagle Colorado (the "Real Estate"). The Real Estate is improved with a two-story building of approximately 11,266 square feet of mixed-use retail and office space (the "Improvements") (the Real Estate and Improvements are collectively referred to as the "Property" or "Eagle Market Center"). On the Commencement Date, Landlord leases to Tenant, and Tenant leases from Landlord, a portion of the Property owned by Landlord known as:

Those certain condominium units Main Floor Unit(s) 103, 104, 105 and basement unit #004. ("the Premises") Eagle Market Center (the "Building"), according to the condominium map thereof recorded July 30, 1999 as Reception No. 704212 in the Office of the Clerk and Recorder of Eagle County, Colorado (the "Condominium Map"), the configuration of which space is generally reflected on the Map.

The Property on which the Premises are located as reflected on the Map (the "Property") and the Building are subject to that certain Declaration for Eagle Market Center (the "Declaration"),

recorded July 30, 1999, as Reception No. 704213, in the Office of the Clerk and Recorder of Eagle County, Colorado, which Declaration governs the operation and maintenance of the Premises, the Property and the Building. The Declaration also provides for the establishment of an owner's association (the "Association"). Tenant acknowledges that this Lease is subject to the terms of the Declaration and any rules and regulations of the Association as may be adopted from time to time.

2. Term.

a. The initial term of this Lease (the "Initial Term") shall commence on July 1st, 2021 (the "Commencement Date") and shall terminate on June 30th, 2026, (the "Termination Date"), unless sooner terminated or extended in accordance with the terms of this Lease.

b. Options to Extend the Initial Term. Landlord shall grant to Tenant two separate options to extend the Term of this Lease for additional five (5) year periods:

1. The First Option Term: if exercised the first option term shall commence on July 1st, 2026 and terminate on June 30th, 2031. which Tenant may exercise only if Tenant delivers notice to Landlord of Tenant's desire to exercise the first option term not later than March 1st, 2026.
2. The Second Option Term: if exercised, the second option term shall commence on July 1st, 2031 and terminate on June 30th, 2036. Which Tenant may exercise only if Tenant delivers notice to Landlord of Tenant's desire to exercise the second option term not later than March 1st, 2031.

3. Rent for the Term and Security Deposit.

a. General Provisions with respect to Rent.

i. Unless specifically set forth otherwise in this Lease, all Rent shall be paid without notice, demand, set-off or deduction, in lawful money of the United States of America, at the address of Landlord set forth in the first paragraph of this Lease or at such other place as Landlord may from time to time designate by notice to Tenant. Payment for utilities that are separately metered shall be made directly to the company providing the service, and payment for utilities that are not separately metered shall be made to Landlord on or before fifteen (15) days following Tenant's receipt of Landlord's invoice for such utilities.

ii. Installments of Rent shall not be deemed paid until received by Landlord. In the event any check is returned unpaid to Landlord for any reason, the installment(s) of Rent for such month(s) shall not be deemed to have been paid until Landlord receives and accepts from Tenant cash or certified funds payable to the order of Landlord in an amount sufficient to cover the delinquent installment(s) plus all interest, late fees and any other charges to which Landlord is entitled under this Lease, including without limitation Landlord's reasonable attorney's fees incurred with respect to the late payment. Nothing in this paragraph shall be interpreted to require Landlord to accept a late payment when Tenant is in material default of this Lease if Landlord has exercised or desires to exercise any of its rights contained in this Lease for Tenant's material default of or under this Lease.

iii. All installments of Rent shall be due and payable on the first day of each month and shall be delinquent if not received by Landlord on or before the fifth of the month in which such installment is due. Where such failure shall continue for a period of twenty (20) days after written notice thereof from Landlord, Delinquent Rent shall be subject to a late payment fee of ten percent (10%) of the amount of the payment plus interest on the unpaid portion of the payment at the rate of twelve percent (12%) per annum from and after the first day of the month in which such payment was due until paid in full.

b. Base Rent. Annual Base Rent for first year of the initial Term of this Lease shall be Fifty Thousand Four hundred and no/100 dollars (\$50,400.00) payable in monthly installments of Four Thousand Two Hundred and no/100 dollars (\$4,200.00) commencing on July 1st, 2021 and ending with the monthly installment made for June, 2022.

Annual Rents for years two thru five of the Initial term and during any option periods should they be exercised shall be increased by the percentage increase in Consumer Price Index for All Urban Consumers (CPI-U) for the Denver-Aurora-Lakewood, Colorado metropolitan area (272.156) as stated for January 2021.

In addition to the Base Rent, Tenant shall provide an annual trade credit not to exceed Two Thousand Two Hundred and no hundredths dollars (\$2,200.00) to be used generally as follows: one hundred fifty and no hundredths dollars (\$150.00) each month and four hundred and no hundredths dollars (\$400.00) to be use in December for landlord or landlord's designee.

c. Partial Months. In the Effective Date and/or the Termination Date are on a day other than the first day of a month, then the rent for such month shall be pro-rated for that month either from the Effective Date to the end of the month or the first of the month to the Termination Date, as the case may be.

d. Security Deposit. As security for Tenant's faithful performance of Tenant's obligations under this Lease, both financial and otherwise, Tenant shall deposit with Landlord on or before the Effective Date the sum of Five Thousand and no/100 Dollars (\$5000.00) (the "Security Deposit"). If Tenant fails for any reason to pay Rent or other sums as required by this Lease, or is otherwise in default with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of the Security Deposit for the payment of any Rent or other sums due under this Lease, as well as sums which may become due during any period of Tenant's default under this Lease or other sums necessary or proper to compensate Landlord for Tenant's default of this Lease. If Landlord uses or applies any portion of the Security Deposit, Tenant shall within ten (10) days after written demand therefore deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the sum stated above in this paragraph. Landlord shall not be required to keep the Security Deposit in a separate account from Landlord's general accounts. If Tenant faithfully and fully performs all of Tenant's obligations under this Lease to the end of the Term, the Security Deposit, or so much of such Security Deposit as has not been otherwise retained by Landlord in accordance with the terms and conditions of this Lease, shall be returned to Tenant without interest within sixty (60) days after Tenant has vacated the Premises and returned possession of the Premises to Landlord. Tenant specifically acknowledges and agrees that Landlord may apply all or any part of the Security Deposit to delinquent rent, other fees and charges as provided for in this Lease, as well as the maintenance, repair or replacement of the Premises in order to

return it to the condition that existed on the Effective Date of this Lease, ordinary wear and tear excepted.

4. **Tenant's Personal Property Taxes.** Tenant shall pay before delinquency any and all taxes, assessments, license taxes, fees and other charges levied, assessed or imposed and which become payable during the Term of this Lease upon Tenant's operations at, occupancy of or conduct of business at the Premises or upon Tenant's leasehold improvements, equipment, inventory, furniture, appliances, trade fixtures and any other personal property of any kind installed by Tenant or located at the Premises. Landlord shall be responsible for payment of all other taxes, including real property taxes levied on the Premises.

5. **Use of the Premises and the Common Areas of the Eagle Market Center.**

a. **Use.** Tenant shall use and occupy the Premises. Tenant shall use the premises as a restaurant, deli and/or bar. No pizza delivery service will be allowed from the premises. Food delivery, other than pizza delivery, is not restricted by this provision. Any other use, rental, or occupancy of the Premises shall require the advance written notice and consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

b. **Compliance with Law and Applicable Regulations.** Tenant shall use the Premises in a careful, safe and proper manner and shall not use the Premises, or permit the Premises to be used, for any purposes prohibited by any reasonable rules and regulations of the Eagle Market Center or its Association, if applicable, or by any federal, state, county or municipal law, ordinance, rule, regulation or code applicable to the Premises. Tenant shall not use the Premises, or permit all or any part of the Premises to be used, in any immoral, illegal, lewd, objectionable or offensive manner or for any such purposes. Further, Tenant at its sole expense shall comply with all reasonable, non-discriminatory and uniformly applied (to similarly situated tenants) rules, regulations and lawful directions or orders of the Eagle Market Center and/or its Association, of which Tenant has notice and as applicable, and with the laws, ordinances, rules and regulations of all federal, state, county and municipal authorities, and with any direction of any officer or officers thereof, which imposes any violation, order or duty with respect to the Premises, or the use, condition or occupation thereof; provided, however, such violation, order or duty with respect to the Premises is not a result of Landlord's noncompliance with same. In the event of a conflict between Landlord's rules and regulations and the terms of this Lease, the terms of this Lease shall govern.

c. **Use of the Common Areas of the Eagle Market Center.** Subject to any reasonable rules and regulations Landlord and/or the Eagle Market Center or its Association that are in effect on the Effective Date or promulgated at any time thereafter, and subject to Landlord's right of entry and inspection as contained in this Lease, Tenant shall have the exclusive use of the Premises, including any Limited Common Areas appurtenant to the Premises. Further, subject to any reasonable rules and regulations of Landlord and/or the Eagle Market Center or its Association, of which Tenant has notice, in effect on the Effective Date or promulgated at any time thereafter, Tenant shall have the non-exclusive use and enjoyment of all other Common Areas of the Eagle Market Center (except for parking areas, which are covered below in this Lease) necessary and/or proper for Tenant to use the Premises for the purposes specified above in this Lease. Tenant shall be solely responsible at its own cost and expense for all maintenance, cleaning, repair and replacement of or to all Limited Common Areas

appurtenant to the Premises. Further, in the event of damage or excessive, unreasonable trash, refuse, clutter or mess to or in the Common Areas of the Eagle Market Center caused (or for which there is reasonable evidence that such damage or other things were caused) by Tenant or Tenant's employees, agents, guests and/or invitees, Tenant shall reimburse Landlord upon receipt of an invoice therefore, for a reasonable amount necessary to repair such damage or to clean up such excessive, unreasonable trash, refuse, clutter or mess. The reasonable amount of such repair or clean up shall be determined by Landlord in its sole reasonable discretion, and any dispute shall be resolved by arbitration under the rules of the American Arbitration Association. In any such action, the prevailing party shall be awarded (from and against the non-prevailing party) such party's costs, reasonable expenses and reasonable attorney's fees incurred or expended in such action.

The "Common Areas" identified in this section shall include the sidewalks, driveways (excluding the parking spaces), loading platforms, common bathrooms, roofs, canopies, shelters, landscaped areas, service drives, hallways, elevators that service more than one tenant and all other facilities available for common use, all as they may from time to time exist and be available to tenants in the Eagle Market Center, their employees, agents, customers, licensees, guests and invitees. Except in an emergency or for short periods necessary for repair and maintenance purposes, Landlord shall not materially and adversely affect ingress and egress to the Premises, the visibility of Tenant's signage, if any, or Tenant's use and enjoyment of the Premises.

6. **Quiet Enjoyment.** Provided that Tenant is not in material default of this lease (as provided in Section 23 of this Lease), Landlord covenants and agrees with Tenant that Landlord shall not disturb Tenant's peaceable and quiet enjoyment of the Premises. Landlord represents and warrants that Tenant's intended use of the Premises does not violate any applicable law or regulation. Landlord further represents and warrants that Landlord has the full right and power to execute and perform this Lease and to grant the estate demised in this Lease.

7. **Signs.** Subject to Landlord's advance written consent and approval, which consent and approval shall not be unreasonably withheld, conditioned or delayed, and subject to all rules, regulations, ordinances and directives of any governmental agency having jurisdiction over the Eagle Market Center and/or the Premises, Tenant at Tenant's sole cost and expense may install, place, inscribe, paint or otherwise attach any sign, advertisement or notice on any part of the outside of the Premises and/or the Eagle Market Center, or on any part of the inside of the Premises which is visible from outside of the Premises. Tenant promises and agrees to remove all such signs, advertisements and/or notice upon the expiration of the Term, or upon termination of this Lease for any reason, and to return the outside of the Eagle Market Center and/or the Premises where such signs were located to the same condition, reasonable wear and tear excepted, as existed before Tenant's installation, creation or placement of such signs, advertisements or notices, all at Tenant's sole cost and expense.

8. **Landlord's Right of Entry.** Landlord and its agents shall have the right to enter the Premises during normal business hours after reasonable advance notice to Tenant by telephone or otherwise (except that no advance notice will be required in emergency circumstances) to examine the Premises, to show the Premises to prospective purchasers or, within the last six (6) months of the Lease, prospective lessees, and to make and perform such maintenance, repairs or improvements as Landlord may be required to perform under this Lease for the safety, improvement or preservation of the Premises. Landlord shall have the right from time to time to install, maintain, use, repair and replace utility lines,

unexposed pipes, ducts, conduits and wires in and through the Premises provided that they are concealed within the walls, floor or ceiling whenever practicable and further provided that they do not materially and adversely interfere with Tenant's use and enjoyment of the Premises for its permitted use. Landlord shall also be allowed to bring and keep upon the Premises for a reasonable period of time in connection with the performance of any maintenance, repairs or improvements all necessary materials, supplies and equipment so long as such items do not materially interfere with Tenant's permitted use of the Premises. Landlord shall enter so as to minimize interference with Tenant's use and enjoyment of the Premises.

9. Alterations by Tenant and Tenant Improvements. Subject to Landlord's prior written consent and approval, which consent and approval shall not be unreasonably withheld, conditioned or delayed, Tenant at its sole cost and expense shall be entitled to make alterations, additions and/or improvements in or to the interior of the Premises. All such work shall be performed in a good and workmanlike manner, and in full compliance with all codes, ordinances, rules, regulations and directives of all governmental agencies having jurisdiction over the Premises and/or the Eagle Market Center. Tenant, with Landlord's advance written consent, may have access to the Premises prior to the Commencement Date for the purpose of constructing its improvements to the Premises. Tenant acknowledges and agrees that all alterations and improvements made by Tenant in, on or at the Premises and/or the Eagle Market Center, except trade fixtures, shall become the property of Landlord upon the expiration of the Term or upon termination of this Lease for any reason. Tenant may remove trade fixtures belonging to Tenant provided that any damage or injury caused to the Premises by reason of such removal shall be repaired by Tenant at its sole cost and expense. During the time any alterations or Tenant improvements are being constructed by Tenant, Tenant shall carry builder's risk insurance, public liability insurance and workmen's compensation insurance in such amounts as are reasonably required by Landlord, provided, however, that the same shall not be in excess of the rates required by landlords of similar structures in the surrounding geographic area, and Landlord shall be an additional named insured under such policies. Tenant shall deliver copies of insurance certificates evidencing such coverage to Landlord. Any fixtures installed by Tenant shall remain the property of Tenant and shall be removed by the Tenant upon termination of the Lease.

10. Maintenance and Repairs. Subject to the provisions of Paragraph 5.c above, and except as otherwise provided in this Lease, Landlord or the Association shall, at its sole cost and expense, maintain the General Common Areas in reasonable condition and repair, including without limitation all maintenance, repair and or replacement reasonably necessary to the exterior of the building on the property, all exterior surfaces, the roof, any doors, windows, heating, ventilation and air-conditioning systems, plumbing, pipes, electrical wiring and conduits, parking areas, common bathrooms, walkways, access drives, driveways, landscaping, exterior lighting, utility lines and foundations on or about the Eagle Market Center. Notwithstanding the foregoing, in the event any damage occurs to any part of the Eagle Market Center or its General Common Areas, and/or or the Premises, as a result of or arising from any act, accident, negligence or willful misconduct on the part of Tenant or any of Tenant's employees, agents, customers, guests and/or invitees, Tenant shall be responsible and liable to Landlord for the full cost and expense attributable to such act, accident, negligence or willful misconduct, to maintain, repair or replace such damage to the condition as existed prior to such damage, and Tenant promises and agrees to promptly reimburse Landlord for any such cost or expense promptly within thirty (30) days following receipt of an invoice from Landlord.

11. Liens. Tenant covenants and agrees not to permit, and to cause to be promptly removed and released, or to bond over, any mechanic's, materialman's or other lien on account of supplies, machinery, tools, equipment, labor or material furnished to or used in connection with the construction, alteration, improvement, addition to or repair of the Premises by, through or under Tenant. If any lien is filed or recorded against the Premises and/or the Eagle Market Center, or if any action affecting title to the Premises and/or the Eagle Market Center is commenced, Tenant shall, upon receipt of notice of such lien or action, give prompt written notice of the lien and/or action to Landlord. Tenant shall then cause any such lien to be removed of record within fifteen (15) days after the notice of the filing of the lien; however, Tenant shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien, on the condition that: (a) Tenant gives to Landlord such security as may be reasonably requested by Landlord to insure the payment of any amounts claimed, including interest and costs, and to prevent any sale, foreclosure or forfeiture of any interest in the Premises or the Eagle Market Center on account of any such lien, and (b) on final determination of the lien or claim for lien, Tenant immediately pays any judgment rendered, with interest and costs, and will cause the lien to be released and any judgment satisfied. Failure to have any lien on the Property released or bonded over within thirty (30) days of the Tenant's receipt of notice of such filing shall constitute a material default under which Landlord may exercise any of its remedies under this Lease or the law.

12. Damage or Destruction. If the Premises and/or the Eagle Market Center is damaged or destroyed by fire or other casualty ("Damage"), Landlord shall, within thirty (30) days of the occurrence of such Damage, commence in good faith and with reasonable diligence to repair or rebuild the Premises and/or the Eagle Market Center to its/their condition immediately prior to such Damage and shall complete same within a reasonable time thereafter. In the event Landlord has not commenced to so repair or rebuild the Premises and/or the Eagle Market Center after the occurrence of Damage and after Tenant has given Landlord thirty (30) days written notice to undertake appropriate repairs, Tenant may terminate this Lease, in which event the parties shall be released from any further liability provided that Tenant has paid all Rent and other sums due to Landlord under this Lease up to and including the date of termination. In the event the insurance proceeds are insufficient to cover the costs of the repairs or rebuilding, the excess costs shall be borne by Landlord. In the event the repair or rebuilding of the Premises and/or the Eagle Market Center has not been completed by Landlord within a period of ninety (90) days from the date of the Damage, Tenant may, at its option, terminate the lease, in which event the parties shall be released from any further liability provided that Tenant has paid all Rent and other sums due to Landlord under this Lease up to and including the date of termination. During any period that the damage or destruction is such as to render the use of the Premises impractical or impossible, as reasonably determined by Landlord, the Rent and other charges payable by Tenant shall for such period shall abate.

13. Condemnation. If any portion of or interest in the Premises is permanently or temporarily taken under any right of eminent domain or any transfer in lieu thereof (a "Taking"), and such Taking renders the Premises materially unsuitable for Tenant's use in the reasonable judgment of Landlord and Tenant, Tenant may terminate this Lease by notice to Landlord within thirty (30) days after such Taking, in which event the parties shall be released from any further liability provided that Tenant has paid all Rent and other sums due to Landlord under this Lease up to and including the date of termination. Nothing contained in this paragraph shall prevent Landlord and Tenant from prosecuting claims in any condemnation proceedings for the values of their respective interest, and Tenant shall have the exclusive

right to claim any proceeds for the taking of Tenant's trade fixtures, equipment or personal property and/or for Tenant's relocation expenses and/or for Tenant's goodwill.

14. Insurance. From the Effective Date and continuing throughout the Term, Tenant shall maintain the following insurance on the Premises, naming Landlord as an additional insured: (a) commercial general liability insurance and property damage insurance in the amount of not less than \$1,000,000.00 for property damage or bodily injury or death of any one person and \$1,000,000.00 for any one occurrence, and (b) fire and extended coverage insurance in an amount equal to the full replacement cost of any improvements constructed by Tenant in the Premises. Upon notice from Landlord, Tenant shall deliver to Landlord a certificate from its insurer declaring such insurance to be in full force and effect.

15. Indemnification.

a. Landlord agrees to indemnify and hold harmless Tenant, and each of Tenant's officers, directors, managers, agents and/or employees, from and against any and all claims, demands, liabilities and expenses, including without limitation, reasonable attorneys' fees and litigation expenses, arising out of or resulting from: (i) the gross negligence or willful misconduct of Landlord or any of its managers, members, agents, employees or contractors occurring on the Premises or at the Eagle Market Center except to the extent caused by the negligence, gross negligence and/or willful misconduct of Tenant, or any of Tenant's officers, directors, managers, agents, employees, customers, guests and/or invitees; and (ii) the presence of hazardous substances or materials (as defined by applicable federal, state or local laws or ordinances addressing such substances) brought into or stored on or at the Eagle Market Center by Landlord, except to the extent such injury or damage from such hazardous substances is caused by the negligence, gross negligence and/or willful misconduct of Tenant, or any of Tenant's officers, directors, managers, agents, employees, customers, guests and/or invitees. In the event of any action or proceeding covered by this paragraph against an indemnified party, Landlord shall defend the same at Landlord's expense with counsel selected by Landlord and reasonably acceptable to Tenant.

b. Tenant agrees to indemnify and hold harmless Landlord, and each of Landlord's members, managers, employees, agents, contractors, successors and assigns, from and against any and all claims, demands, liabilities and expenses, including without limitation, reasonable attorneys' fees and litigation expenses, arising out of or resulting from: (i) Tenant's work and/or the provision of labor and materials on, at or to the Premises prior to the Effective Date of this Lease or at any time thereafter; (ii) the gross negligence or willful misconduct of Tenant or any of its officers, directors, managers, agents, employees, customers, guests and/or invitees, occurring on the Premises or at the Eagle Market Center except to the extent caused by the negligence, gross negligence and/or willful misconduct of Landlord, or any of Landlord's members, managers, employees, agents, contractors, successors and assigns; and (iii) the presence of hazardous substances or materials (as defined by applicable federal, state or local laws or ordinances addressing such substances) brought into or stored on or at the Premises or the Eagle Market Center by Tenant or any of Tenant's officers, directors, managers, agents, employees, customers, guests and/or invitees except to the extent such injury or damage from such hazardous substances is caused by the negligence, gross negligence and/or willful misconduct of Landlord, or any of Landlord's members, managers, employees, agents, contractors, successors and/or assigns. In the event of any action or proceeding covered by this paragraph against an indemnified party, Tenant shall defend the same at Tenant's expense with counsel selected by Tenant and reasonably acceptable to Landlord.

16. No Liability to the Extent of Insurance and Waiver of Subrogation. Except to the extent of any insurance deductible, Landlord and Tenant release each other and their respective authorized representatives from any claims for damage to the Premises, the fixtures, personal property and improvements and alterations of either Landlord or Tenant in, on or to the Premises that are caused by or result from a risk actually insured against pursuant to the requirements of this Lease. Landlord and Tenant shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by the policy.

If any insurance policy cannot be obtained with a waiver of subrogation, or is obtainable only by the payment of an additional premium charge above the premium charged by insurance companies issuing policies without a waiver of subrogation, the party undertaking to obtain the insurance shall notify the other party of this fact. The other party shall have a period of ten (10) days after receiving such notice either to place the insurance with a company that is reasonably satisfactory to the notifying party and that will carry the insurance with a waiver of subrogation, or to agree to pay one-half of the additional premium if such a policy is obtainable at additional cost. If the insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired refuses to pay one-half of an additional premium charged, each party is relieved of the obligation to obtain a waiver of subrogation with respect to the particular insurance involved.

17. Assignment and Subletting. Tenant shall not assign, convey, mortgage, hypothecate or encumber this Lease or any interest in this Lease, or sublet all or any part of the Premises, or suffer or permit all or any part of the Premises to be used by others (any and all of which shall be referred to as a "Transfer"), at any time during the Term of this Lease without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed.

18. Utilities. Tenant acknowledges that access to and the supply of all necessary utilities is sufficient and satisfactory on the Premises as of the date of execution of this Lease. Tenant covenants and agrees to pay for all charges for water and sewage disposal, gas, electricity, light, heat, power, telephone or other separately metered utilities, Tenant shall timely pay for such utilities directly to the supplier of such utilities, and for utilities that are not separately metered, Tenant shall promptly pay for such utilities upon receipt of an invoice from Landlord based upon the ratio of the square footage of the Premises to the total square footage of the building in which the Premises is located (excluding Common Areas) adjusted as reasonable necessary to equitably account for the intensity of Tenant's utility usage.

19. End of Term. Upon the expiration or earlier termination of this Lease, or on the date specified in any demand for possession by Landlord after any material default by Tenant as provided in Section 23 of this Lease, Tenant covenants and agrees to surrender possession of the Premises to Landlord, in the same condition as when Tenant first occupied the Premises, ordinary wear and tear excepted, and subject to any Damage and those improvements Tenant is to surrender pursuant to Section 9 of this Lease. Tenant shall be responsible and liable to Landlord for all costs and expenses of Landlord, including without limitation Landlord's reasonable administrative costs and reasonable attorney's fees expended in addressing any issue, incurred or expended by Landlord in returning the Premises to the condition such Premises was in at the beginning of this Lease, subject to the above exceptions. Tenant certifies that Tenant has inspected the Premises, and that as of the Effective Date the Premises is in excellent condition and free from damage or defect of any kind or character, other than latent defects, if

any, of which Tenant is not aware on the Effective Date, except as noted on a writing signed by both Tenant and Landlord and affixed to this Lease on or before the Effective Date.

20. **Holding Over.** If Tenant holds over after the expiration of the Term of this Lease without a written agreement providing otherwise, Tenant shall be deemed to be a tenant from month to month, subject to all of the applicable terms and conditions of this Lease, except that Rent for each month shall be equal to One Hundred Fifty Percent (150%) of the monthly installment of Rent due and payable during the last month prior to the expiration of the applicable term of this Lease. Nothing in this paragraph shall be construed to give Tenant the right to hold over at any time, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises, as well as any actual, reasonable or legally obtainable damages incurred by Landlord, due to Tenant's failure to vacate the Premises and deliver possession to Landlord as provided in this Lease.

21. **Subordination and Attornment.**

a. **Subordination to Other Matters.** This Lease is subject and subordinate to all mortgages or deeds of trust on or applicable to the Premises and/or the Eagle Market Center as of the Effective Date or at any time thereafter, and all applicable federal, state, county and municipal laws, ordinances, codes, orders, rules and regulations, permits and certificates of occupancy, and to all covenants, conditions, declarations, encroachments, restrictions, reservations, rights, rights-of-way and easements and all conditions, renewals, extensions, modifications, consolidations and replacements thereof (except to the extent any such things expressly provide that they are subordinate to this Lease), now or hereafter affecting or placed, charged or enforced against all or any portion of the Premises or the Eagle Market Center or any interest of Landlord in the Premises or the Eagle Market Center or Landlord's interest in this Lease and the leasehold estate created by it. .

b. **Automatic Effect.** The foregoing subordination is self-operative, and no further instrument of subordination and/or attornment will be necessary unless required by Landlord, in which case, Tenant, within ten (10) days after written request from Landlord, will execute and deliver without charge any commercially reasonable documents in form and substance reasonably acceptable to Landlord in order to confirm the subordination and/or attornment set forth above in this Lease.

c. **Estoppel Letter(s).** Within ten (10) days of the time of any request by Landlord, Tenant promises and agrees to execute and deliver to Landlord a commercially reasonable estoppel letter in form and substance reasonably acceptable to Landlord in which Tenant shall state true and correct information with respect to, among other things, the Rent due or to become due, the status of this Lease and Tenant's obligations under this Lease and other matters reasonably requested by Landlord. Tenant's failure to timely and fully comply with this paragraph within five (5) days after Tenant's receipt of a notice from Landlord of its failure to deliver such estoppel shall constitute a material default of this Lease.

22. **Rules and Regulations.** Tenant and all of Tenant's officers, directors, managers, agents and/or employees shall abide by any and all reasonable and consistently applied rules and regulations, of which Tenant has notice, made by the Landlord from time to time governing the use, safety, cleanliness and care of the Premises and the Eagle Market Center. Any new rules and regulations shall be effective upon ten (10) days advance written notice of the same to Tenant from Landlord. Tenant acknowledges

and understands that Tenant may be liable in fines or other reasonable sanctions as provided in the Rules and Regulations for violations of such Rules and Regulations by Tenant or any of Tenant's officers, directors, managers, agents, and/or employees; provided however, if such violation is subject to a cure, Tenant shall be permitted to effect a cure, prior to the imposition of such fine or sanction.

23. Default. The occurrence or existence of any one or more of the following events or circumstances, at the option of Landlord, shall constitute a default under this Lease by Tenant:

a. Failure to Timely Make Payment. If Tenant fails to make any payment of Rent as required by Paragraph 3.a.iii above in this Lease, or fails to pay any late fee or interest on a delinquent payment as provided for in Paragraph 3.a.iii of this Lease as and when required by Landlord, Tenant shall be deemed to be in material default of this Lease. Further, if Tenant fails to timely pay any other sum required to be paid pursuant to this Lease, and such failure continues beyond five (5) days after written demand from Landlord, then Tenant shall be deemed to be in material default of this Lease.

b. Failure in Performance. If Tenant fails or neglects to perform or observe any of Tenant's non-monetary obligations, undertakings, promises, responsibilities or covenants under this Lease and Tenant's failure or neglect continues beyond fifteen (15) days after Tenant's receipt of written demand from Landlord (or within a reasonable time if such remedy or cure cannot reasonably be accomplished with immediate, diligent, persistent and continuous performance by Tenant within such fifteen day period), Tenant shall be deemed to be in material default of this Lease.

24. Landlord's Remedies.

a. Remedies. If Tenant is in material default of this Lease and the default remains uncorrected for a period of twenty (20) days after Landlord has given written notice thereof pursuant to applicable law, Landlord shall have the following rights and remedies:

i. Termination. Landlord may terminate this Lease by giving Tenant written notice of such termination in writing at any time after Tenant's material default. No act by or on behalf of Landlord, including without limitation Landlord's entry into or onto the Premises to perform maintenance and repairs and/or Landlord's efforts to re-let the Premises, shall terminate this Lease, it being agreed between the parties that only a written notice of termination from Landlord delivered to Tenant shall act to terminate this Lease. Further, the service upon Tenant of a statutory notice for payment of rent or possession of the Premises, regardless of whether Tenant delivers possession of the Premises to Landlord in response to such notice, shall not operate to terminate this Lease, unless the notice contains a statement specifically terminating this Lease.

If Landlord gives a written notice of termination, this Lease and the Term, as well as all right, title and interest of Tenant under this Lease to quiet possession, to a leasehold interest in property or to physical possession of the Premises shall wholly cease and expire in the same manner and with the same force and effect on the date specified in the written notice as if such date were the expiration date of the Term of this Lease without the necessity of re-entry or any other act on Landlord's part. Upon any termination of this Lease Tenant shall immediately quit the Premises and surrender possession of the Premises to Landlord.

All amounts due and owing as of the date of termination, including late fees as provided in Paragraph 3.a.iii of this Lease, plus interest on such amounts as provided in Paragraph 3.a.iii of this Lease, as well as Rent (including applicable late fees and interest) for each and every day Tenant remains in possession of the Premises without surrendering such Premises to Landlord and returning all keys to Landlord, shall continue to be due and owing after termination of this Lease, and Landlord may collect such amounts from Tenant by any legal or equitable means.

ii. Possession without Termination. Alternatively, Landlord may treat this Lease as being in full force and effect, in which event Landlord may obtain possession of the Premises through any available legal means, and thereafter re-let the Premises without giving up or waiving any remedies at law or in equity that Landlord has against Tenant, including without limitation the right to the full benefit of Landlord's bargain as expressed in this Agreement subject to any duty of Landlord to mitigate its damages, including crediting any sums received from a new tenant as may be required by law against Rent or other financial obligations for which Tenant is or may be liable to Landlord.

iii. Payment on Account of Tenant. If Tenant defaults in making any payment required to be made by Tenant (other than payments of Rent), or if Tenant defaults in the performance of any other obligation of Tenant under this Lease, including without limitation the requirement that Tenant obtain and carry insurance during the Term of this Lease, then Landlord may, but shall not be obligated to, make such payment or expend such sum on behalf of Tenant as may be necessary to perform such obligation. Tenant shall promptly reimburse any amount expended by Landlord pursuant to this paragraph, and Tenant's failure to do so shall constitute a material default of this Lease. No such payment or expenditure by Landlord shall be deemed a waiver of Tenant's default, nor shall it affect any other remedy of Landlord by reason of such default.

iv. Injunction and Specific Performance. In the event of a breach or threatened breach by either party of any of the terms, covenants or conditions of this Lease, the non-breaching party shall, in addition to all other remedies available pursuant to this Lease or available at law or in equity, also have the right of injunction and specific performance. The party in breach shall pay the premium for any bond required in connection with any injunction.

b. Default Interest. If Tenant is in default as provided in this Lease of any payment to Landlord other than the payment of Rent covered in Paragraph 3.a.iii above, the unpaid amount of such payment shall accrue interest at the rate of twelve percent (12%) per annum from and after the date of default until paid in full.

c. Attorneys' Fees and Litigation. In the event of any legal proceeding arising under or related to this Lease in any way, the prevailing party shall receive an award of its reasonable costs, reasonable expenses and reasonable attorneys' fees (including legal assistants' fees) from the non-prevailing party.

d. Mitigation of Damages. Landlord acknowledges its duty to mitigate any damages as may be required by law.

25. No Implied Surrender or Waiver. The failure of either party to seek redress or pursue a remedy for violation, breach or default of this Lease, or any term, promise, covenant or undertaking contained in

this Lease, or to insist upon the strict performance of any term, promise, covenant or undertaking contained in this Lease or of any of the Rules and Regulations adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. Waiver of a breach or default under this Lease shall not be implied by prior conduct or course of conduct of the parties. Waiver shall only be effective if done specifically in writing and signed by the party to be charged with such waiver. The receipt and retention by Landlord of Rent with knowledge of any breach or default of or under this Lease shall not be deemed a waiver of such breach.

26. Time is of the Essence. Time is of the essence in or under this Lease.

27. Entire Agreement. The entire contract of the parties is contained in this Lease (including any exhibits to this Lease) and there are no promises, agreements, representations, warranties, conditions or understandings, either oral or written, between the parties that would modify, amend, explain, supplement or otherwise add to or take away from the terms and conditions as set forth in this Lease.

28. Notice and Bills. Any bill, statement, notice, demand or communication ("Notice") which either party may desire to give to the other party, or which either party may be required to give to the other party as provided in this Lease, shall be in writing and may be hand delivered or sent by overnight courier or certified mail, return receipt requested. All Notices sent by overnight courier or by certified mail shall be sent to the physical address or the Post Office Box Number (as appropriate) of the other party as contained in the first paragraph of this Lease.

Either party may change its address for Notice by Notice sent to the other party in accordance with this section.

If hand delivered, any Notice shall be deemed given by the sender and received by the other party at the time of hand delivery to any officer, director, shareholder, manager or member of the other party, or to any person found at the party's address for Notice. If sent by overnight courier and designated for overnight delivery, such Notice shall be deemed given by the sender and received by the other party one (1) business day after the date such Notice is placed in the custody of the overnight courier properly addressed as provided in this section. If sent by certified mail – return receipt requested, such Notice shall be deemed given by the sender and received by the other party three (3) days after the date such Notice is placed in the custody of the U. S. Post Office properly addressed to the other party as provided in this section.

29. Miscellaneous.

a. Unavoidable Delays. Other than for the payment of Rent or any other financial obligation contained in this Lease, in the event that either party is delayed, hindered in or prevented from the performance of any act required under this Lease by reason of fire, strike or other casualty or contingency beyond the reasonable control of such party, then performance by that party will be excused for a reasonable time and the period for the performance of such act shall be extended for a reasonable period of time.

b. Severability. If any provision of this Lease is determined by a Court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Lease shall not be affected thereby and shall be enforceable in accordance with its terms.

c. Amendment. No amendment, alteration, modification, explanation or addition to or of this Lease shall be valid or binding unless expressed in writing and signed by the party or parties to be bound thereby. Any attempted or alleged oral amendment, alteration, modification, explanation or addition to this Lease shall be void ab initio.

d. Captions. The caption of each Section is added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Lease.

e. Exhibits and Attachments. Any and all exhibits and attachments identified in this Lease are incorporated in this Lease in their entirety by this reference.

f. Binding Effect. The covenants, terms, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and permitted assigns.

g. Governing Law. This Lease shall be governed by and interpreted in accordance with the laws of the State of Colorado, and venue and subject matter jurisdiction shall be proper solely in Eagle County, Colorado.

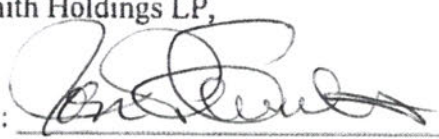
h. Counterparts. This Lease may be executed in counterparts, all of which shall be taken together to form but one agreement between the parties.

i. Facsimile and Electronic Signatures. Any party may provide its signature on this Lease by facsimile copy to the other party or by other electronic means (such as by scanning and e-mail or electronic signature) and the parties agree that any signature so supplied shall in all respects be considered an original signature unless and until replaced with an original signature on an identical document.

WHEREFORE, the parties have executed this Lease to be effective on the Effective Date.

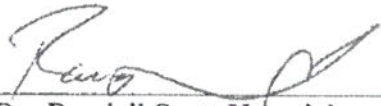
LANDLORD:

Smith Holdings LP,

By: 

TENANT:

Gizmos Authentic Italian LLC
Dba Ti Amo Eagle


By: Randell Scott Yehrich
Member

APPENDIX A

A. MODIFICATION AND AGREEMENT REGARDING PARAGRAPH 9

“MAINTENANCE AND REPAIRS: Notwithstanding Tenants Obligations stated in Paragraph 9 of this lease, Tenant has agreed to repair the kitchen floor and accept the premises in “as is” condition.

B. FURTHER CLARIFICATION RE PARAGRAPH 17 “UTILITIES”

Notwithstanding Tenants obligations stated in paragraph 17 of this lease, Tenant and Landlord have agreed to offset the charges for the water and sewage disposal charges of this paragraph in return for Tenant’s agreement to clean and maintain the main level Men’s and Women’s bathrooms in first-class condition. Should Tenant not comply with this modification of this agreement, or if with notice to Landlord, Tenant determines it can no longer perform this service, the provisions of Paragraph 17 of this Lease shall be fully enforceable. Including the billing for all chargers for water and sewage disposal. Landlord shall reimburse tenant for costs of paper towels and toilet paper for the bathrooms.

GUARANTY OF COMMERCIAL LEASE

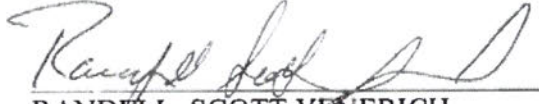
In consideration of the execution of the Commercial Lease (the "Lease") dated May 25 2021 by Smith Holdings LP, and or assigns, as Landlord to Gizmos Authentic Italian LLC dba Ti Amo Eagle, (Tenant), covering Unit(s) 103, 104, 105 and #004 in the building known as Eagle Market Center, in the Town of Eagle, County of Eagle, State of Colorado, and other good and valuable consideration, receipt and adequacy whereof is hereby acknowledged, the undersigned Randell Scott Yenerich ("Guarantor") hereby individually, absolutely and unconditionally guarantees to Landlord and to Landlord's successors and assigns (a) the payment by Tenant of the rents and charges provided for in the Lease, (b) the payment of damages in lieu of rent as provided in the Lease, such damages to include Landlord's reasonable expenses, attorney's fees, and court costs, and (c) the performance by Tenant of all the provisions of the Lease for and during the term of the Lease, and any renewals or extensions thereof. The term "Tenant" is intended to include all successors, assigns and subtenants of the original Tenant.

The liability of Guarantor shall not be affected by (a) any modification of the Lease or waiver by Landlord of performance of any term, condition or covenant thereof by Tenant; (b) the giving by Landlord of any extension of time of the performance of any of the obligations of Tenant under the Lease; (c) any forbearance or failure on the part of Landlord to enforce any of its rights under the Lease; (d) the release or discharge of Tenant in any creditors' receivership, bankruptcy or other proceedings; (e) the impairment, limitation or modification of the liability of Tenant or its estate in bankruptcy, or of any remedy of the enforcement of Tenant's liability under the Lease, resulting from the operation of the Bankruptcy Code or other statute, or from the decision of any court; (f) the rejection or disaffirmance of the Lease in any such proceedings or by any court wherein the Lease is questioned or challenged; (g) the assignment or transfer of the Lease by Tenant; (h) any disability or other defense of Tenant; or (i) the cessation from any cause whatsoever of the liability of Tenant.

This Guaranty shall be construed as an absolute, continuing and unlimited guaranty of payment, without regard to regularity, validity or enforceability of any liability or obligation of Tenant hereby guaranteed; and Landlord shall not be obligated to proceed first against Tenant or any other person, firm or corporation, or against any collateral or security deposit held by Landlord, but Landlord at its option may proceed in the first instance against the Guarantor to collect any obligation covered by this Guaranty.

Guarantor hereby waives notice of any or all of the above and further waives notice of any default by Tenant under the Lease and of any termination thereof by Landlord. Guarantor further agrees to pay or reimburse all of Landlord's expenses, including its attorneys' fees, incurred or paid by Landlord in enforcing the obligations of this Guaranty.

By:



RANDELL SCOTT YENERICH

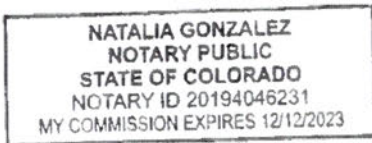
STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

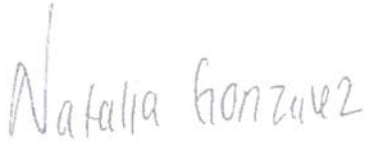
The foregoing instrument was acknowledged before me this 25 day of May,
2021, by

Witness my hand and official seal.

My commission expires:

[SEAL]





OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENT FILED

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Organization

with Document # 20211473889 of
Gizmo Authentic Italian LLC

Colorado Limited Liability Company

(Entity ID # 20211473889)

consisting of 2 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/20/2021 that have been posted, and by documents delivered to this office electronically through 05/22/2021 @ 13:25:16.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/22/2021 @ 13:25:16 in accordance with applicable law. This certificate is assigned Confirmation Number 13188757.



Jena Griswold

Secretary of State of the State of Colorado

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

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

2021 CERTIFICATE OF GOOD STANDING REQUEST FORM



CO Certificate Service
191 University Blvd Suite 310
Denver, CO 80206

QUESTIONS?



PLEASE EMAIL:

COCs@certificatefilingservice.com

OR CALL TOLL FREE

1-866-301-2738

Gizmo Authentic Italian LLC
PO Box 4342
Eagle CO 81631-4342

IMPORTANT! FOLLOW INSTRUCTIONS EXACTLY WHEN COMPLETING THIS FORM. PLEASE PRINT CLEARLY.

Key Code: CO-2309657-37	Notice Date: 5/24/2021	PLEASE RESPOND BY: 6/7/2021
Business Address: Gizmo Authentic Italian LLC PO Box 4342 Eagle CO 81631-4342		
		

Congratulations on registering your business with the State of Colorado. Your Articles have been filed with the secretary of state and are complete. You have one step left in order to buy your optional Certificate of Good Standing from Colorado Certificate Service.

Please confirm the accuracy of the information below for your Colorado Certificate of Good Standing.

A Colorado Certificate of Good Standing is issued by the Secretary of State and may be required for loans, to renew business licenses, or for tax or other business purposes. Colorado Certificate Service is not affiliated with any government or state agency and this notice is a solicitation for your business. The Certificate of Good Standing shows the official evidence of an entity's existence and provides a statement of an entity's status, current legal name and date of formation. The Certificate of Good Standing bears the official seal of the Colorado Secretary of State. Colorado Certificate Service will mail a hard copy of your Certificate of Good Standing to your business address.

Business Information:

Business Type: Limited Liability Company
Date of Registration: 5/22/2021
Certificate of Good Standing Fee: \$70.00

Step 1: Please Confirm Business Name & Address Are Correct

Gizmo Authentic Italian LLC PO Box 4342 Eagle CO 81631-4342	Identification Number: 20211473889
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Step 2: Contact Information – Do NOT Skip This Step! Email & Contact Number Required for Processing.

Name:	Email:	Phone Number:
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Step 3: Payment – Select Payment Method & Double Check Payment Information.

☐ **CHECK OR MONEY ORDER ENCLOSED**
IN THE AMOUNT OF: \$70.00
Please make your check or money order payable to:
CO Certificate Service
191 University Blvd Suite 310
Denver, CO 80206

*[PLEASE ALLOW UP TO TWO WEEKS FOR
PROCESSING AND RETURN OF DOCUMENT]*



Step 4: Authorization Please Sign, Date & Return this Form with Payment Enclosed in Return Envelope Provided

Signature:	Date:
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Tax Check Authorization, Waiver, and Request to Release Information

I, RANDALL YENERICH am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of RANDALL YENERICH (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>RANDALL YENERICH Gizmos Authentic Italian</u>		Social Security Number/Tax Identification Number 	
Address <u>1003 Sylvan Lake Rd Box 4342</u>			
City <u>Eagle Co</u>		State <u>CO</u>	Zip <u>81631</u>
Home Phone Number <u>970 390 6309</u>		Business/Work Phone Number <u>970-328-5054</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>RANDALL YENERICH</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Randall Yenerich</u>			Date signed <u>5/25/2021</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



TEMPORARY LIQUOR PERMIT APPLICATION FOR TRANSFER OF OWNERSHIP
PLEASE PRINT LEGIBLY AND USE BLACK INK

Name of Applicant: (Corporation, Limited Liability Company, Individual, Partnership)	Gizmo's Authentic Italian
Trade Name of Establishment (DBA):	Ristorante Ti Amo Eagle
Address of Establishment:	94 Market St

Type of Liquor/Beer License:	
Current Licensee:	
Current Trade Name:	

The following conditions need to be met in order for the Temporary Permit to be processed:
➤ The establishment currently has State and Local Liquor/Beer Licenses, and such licenses were valid at the time the Transfer of Ownership Application was filed. ➤ The applicant has filed all Transfer of Ownership information as required by State and Local Licensing Authorities with the Town Clerk's office. ➤ The applicant submitted the Temporary Permit Application within 30 days of filing the Transfer of Ownership Application. ➤ The applicant submitted the \$100.00 Temporary Permit fee to the Town of Eagle. ➤ The applicant acknowledges the responsibility of having knowledge of the pertinent Colorado State Statutes and Regulations as set forth in Title 12, Articles 46 and 47, C.R.S., as amended, and Chapter 42, Article II of the Thornton City Code, as amended. ➤ The applicant understands that this permit, if granted, shall be valid for 120 days or until the Transfer of Ownership has been granted, and the State and Local Liquor or Fermented Malt Beverage Licenses have been issued, or the application has been denied, whichever comes first. ➤ If the license has not been granted within this time period, it is the responsibility of the applicant to apply for an extension of the temporary permit.

Signature of Applicant: 	Date Signed: 5/21/2021
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FOR OFFICE USE ONLY	
Date of Transfer Application accepted:	Date Temporary Permit Application submitted:

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, Tavern and Lodging and Entertainment 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.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business <i>Gizmo's Authentic Italian LLC</i>	Home Phone Number <i>970 390 6309</i>	Cellular Number <i>970 390 6309</i>
2. Your Full Name (last, first, middle) <i>Ben Yenerich, Randall, Scott</i>	3. List any other names you have used	
4. Mailing address (if different from residence) <i>P.O. Box 4342 Eagle CO 81631</i>	Email Address <i>Winegeek68@live.com</i>	

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 <i>1003 Sylvan Lake Rd</i>	<i>Eagle CO 81631</i>	<i>2003</i>	<i>Present</i>
Previous			

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

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
<i>Frisko Restaurant LLC</i>	<i>40928 S. Hwy 6</i>	<i>Owner</i>	<i>2015</i>	<i>Present</i>

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

*Current owner of Frisko Restaurant LLC
D.B.A. Ristorante Tifano*

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 12/04/1968	b. Social Security Number [REDACTED]	c. Place of Birth Evanston IL	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 6'4"	m. Weight 200	n. Hair Color Brown	o. Eye Color Green
p. Gender Male	q. Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No # [REDACTED] State <u>CD</u>		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 100,000.00

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ _____

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Cash		Wells Fargo	[REDACTED]
		Alpine Bank	
		Alpine Bank	
Crypto Currency	Crypto	Coinbase	[REDACTED]

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash		Checking	Alpine Bank	[REDACTED]
Cash		Savings	Alpine Bank	[REDACTED]

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
Wells Fargo		10 yr		[REDACTED]
Alpine Bank		10 yr		[REDACTED]
Wells Fargo		30 yr		[REDACTED]
Wells Fargo				

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 [Signature]	Print Signature Randy Yenerich	Title Owner	Date 5/25/2021
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Affidavit - Restrictions On Public Benefits

I, Randall Yenerich, swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check one)**:

- ☒ I am a United States citizen.
- ☐ I am not a United States citizen but I am a Permanent Resident of the United States.
- ☐ I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- ☐ I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Randall Yenerich

Date (MM/DD/YY)

5/25/2021



BEFORE THE TOWN OF EAGLE LIQUOR LICENSING AUTHORITY

200 BROADWAY
PO BOX 609
EAGLE CO 81631

FINDINGS AND ORDER APPROVING TRANSFER OF OWNERSHIP

IN THE MATTER OF

Transfer of Ownership of a Hotel & Restaurant License
Gizmos Authentic Italian LLC dba Ristorante TiAmo Eagle
Address: 94 Market Street

Having considered the application of Randall Yenerich Owner of Gizmos Authentic Italian LLC dba Ristorante TiAmo Eagle for a Transfer of Ownership of a Hotel & Restaurant License, and all attachments submitted therewith (the "Application"), having held a public hearing on the Application on September 14, 2021, 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 competent 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 within 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. Approval has or will be provided by the Building Official and Planning Department prior to issuance of State and Local Licenses.
5. The location has been previously decided by a preponderance of evidence 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.
6. No undue concentration has been determined with the current class of license and does not require additional law enforcement resources as presented.

BASED UPON THE FOREGOING, THE LOCAL LICENSING AUTHORITY HEREBY ORDERS that the application of Randall Yenerich Owner of Gizmos Authentic Italian LLC dba Ristorante TiAmo Eagle for a Transfer of Ownership of a Hotel & Restaurant License is hereby GRANTED.

DATED this 14th day of September 2021

LOCAL LIQUOR LICENSING AUTHORITY
TOWN OF EAGLE

Scott Turnipseed, Chair

ATTEST:

Jenny Rakow, Town Clerk



THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

TOWN OF EAGLE

**TOWN CLERK'S OFFICE
200 BROADWAY
EAGLE, COLORADO 81631**

**TEMPORARY
ALCOHOL BEVERAGE PERMIT**

**ADDRESS
GIZMO AUTHENTIC ITALIAN LLC
94 MARKET STREET, EAGLE CO**

This license is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 47, of Title 12, Colorado Revised Statutes, as amended and the Ordinances of the City of Wheat Ridge, insofar as the same may be applicable

**Fee
\$100.00**

**Type of Permit
HOTEL & RESTAURANT**

**License effective:
August 9, 2021 -
December 7, 2021**


TOWN CLERK

PUBLIC NOTICE
TOWN OF EAGLE
TRANSFER OF OWNERSHIP APPLICATION – HOTEL & RESTAURANT LICENSE

Notice is hereby given that the Town Council, acting as the Local Liquor Licensing Authority, shall hold a public hearing on the application of **GIZMO AUTHENTIC ITALIAN LLC DBA RISTORANTE TIAMO EAGLE** dated August 9, 2021, requesting a Transfer of Ownership of a Hotel & Restaurant License, located at 94 Market Street, Eagle, Colorado 81631. Said hearing will be held on Tuesday, September 14, 2021 at 6:00 p.m. during a Town Council meeting held either virtual or at the Eagle Town Hall, 200 Broadway. All persons interested in the aforementioned application may appear before the Town Council and present testimony or may submit written correspondence to the Eagle Town Clerk, at clerk@townofeagle.org or PO Box 609 Eagle CO 81631.

By: **Jenny Rakow**
Town Clerk

Published: August 19, 2021 Eagle Valley Enterprise



To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: September 14, 2021

Agenda Item: PUBLIC HEARING: Social Oak Wine LLC - Request for a new Hotel & Restaurant Liquor License

REQUEST: The Mayor should convene the Liquor License Authority before opening this item. The request is for consideration of approval for a new Hotel & Restaurant License for Social Oak Wine LLC located at 1143 Capitol Street St. #3.

BACKGROUND: Christina and Michael Taylor, who own Social Oak Wine LLC, submitted an application to the town for a new Hotel & Restaurant License on August 6, 2021.

ANALYSIS: Department Staff has reviewed the application and made preliminary findings to the applicant that included the following:

1. The location of the premises for which the license is sought is 1143 Capitol Street St. #3 Eagle, Colorado 81631.
2. It appears from the evidence submitted that the applicant is entitled to possession of the premises proposed to exercise the license.
3. The location proposed to sell liquor for on-site consumption is not within 500 feet proximity to a school as defined in the Eagle Municipal Code.
4. The applicant has applied for and has possession of a valid Town of Eagle Business License and state-issued Sales Tax License number.
5. Both state and local fees for new licenses were waived until December 7, 2021. The renewal fee for 2022 will include \$500.00 to the State of Colorado and \$175.00 to the Town of Eagle.

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:

1. 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, the findings were consistent with the disclosure on the IHR regarding no convictions.
2. No undue concentration has been determined with the current class of license and does not require additional law enforcement resources as presented.
3. The neighborhood for which the Local Licensing Authority has determined as the applicable neighborhood is the Town of Eagle.

A petition to assist with determining the needs and desires of the adult inhabitants was not required.

16 Hotel & Restaurant Licenses	1 Brewpub License
2 Tavern Licenses	3 Beer and Wine Licenses

4 Fermented Malt Beverage Off-Premises Licenses	4 Retail Liquor Store Licenses
1 Brewery (State Licensed)	1 Distillery (State Licensed)

COMMUNITY INPUT: This is a public hearing which was noticed at the location, in the newspaper, and on our website. The applicant will also be present to answer any questions from the Authority.

BUDGET / STAFF IMPACT: There is no budget impact for approving this item.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This item does not have a direct link to a Major Objective. However, it does support "Stimulating Economic Vitality and Development." A denial of this license would need to be for cause and would limit the applicant's sales to non-alcoholic beverages only.

RECOMMENDED ACTION OR PROPOSED MOTION: MOTION TO APPROVE OR DENY: Findings and Order approving a new Hotel & Restaurant License for Social Oak Wine LLC - located at 1143 Captiol Street St. #3 and direct the Mayor and Town Clerk to sign and submit the application to the State of Colorado.

ATTACHMENTS:

1. STATE APPLICATION CONCURRENT REVIEW_Redacted
2. Notice of Public Hearing - website
3. NOTICE OF FINDINGS AND ORDER

Colorado Liquor Retail License Application

☒ New License ☒ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor			
1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation Social Oak Wine, LLC			FEIN Number 87*1235387
2a. Trade Name of Establishment (DBA)		State Sales Tax Number 94946905-0000	Business Telephone (970) 510-6510
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 1143 Capitol St #3			
City Eagle	County Eagle	State CO	ZIP Code 81631
4. Mailing Address (Number and Street) 131 Stonegate Circle		City or Town Edwards	State CO ZIP Code 81632
5. Email Address christina@socialoakwine.com			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) Eagle Ranch Wine and Spirits		Present State License Number 07-77138-0000	Present Class of License Liquor Store Present Expiration Date 9/29/2021
Section A		Section B (Cont.)	
Nonrefundable Application Fees*		Liquor License Fees*	
☒ Application Fee for New License \$1,550.00 ☒ Application Fee for New License w/Concurrent Review \$1,650.00 ☐ Application Fee for Transfer \$1,550.00		☐ Liquor--Licensed Drugstore (County) \$312.50 ☐ Lodging & Entertainment - L&E (City) \$500.00 ☐ Lodging & Entertainment - L&E (County) \$500.00 ☐ Manager Registration - H & R \$75.00 ☐ Manager Registration - Tavern \$75.00 ☐ Manager Registration - Lodging & Entertainment \$75.00 ☐ Manager Registration - Campus Liquor Complex \$75.00 ☐ Optional Premises License (City) \$500.00 ☐ Optional Premises License (County) \$500.00 ☐ Racetrack License (City) \$500.00 ☐ Racetrack License (County) \$500.00 ☐ Resort Complex License (City) \$500.00 ☐ Resort Complex License (County) \$500.00 ☐ Related Facility - Campus Liquor Complex (City) \$160.00 ☐ Related Facility - Campus Liquor Complex (County) \$160.00 ☐ Related Facility - Campus Liquor Complex (State) \$160.00 ☐ Retail Gaming Tavern License (City) \$500.00 ☐ Retail Gaming Tavern License (County) \$500.00 ☐ Retail Liquor Store License--Additional (City) \$227.50 ☐ Retail Liquor Store License--Additional (County) \$312.50 ☐ Retail Liquor Store (City) \$227.50 ☐ Retail Liquor Store (County) \$312.50 ☐ Tavern License (City) \$500.00 ☐ Tavern License (County) \$500.00 ☐ Vintners Restaurant License (City) \$750.00 ☐ Vintners Restaurant License (County) \$750.00	
Section B			
Liquor License Fees*			
☐ Add Optional Premises to H & R \$100.00 X _____ Total _____ ☐ Add Related Facility to Resort Complex \$75.00 X _____ Total _____ ☐ Add Sidewalk Service Area \$75.00 ☐ Arts License (City) \$308.75 ☐ Arts License (County) \$308.75 ☐ Beer and Wine License (City) \$351.25 ☐ Beer and Wine License (County) \$436.25 ☐ Brew Pub License (City) \$750.00 ☐ Brew Pub License (County) \$750.00 ☐ Campus Liquor Complex (City) \$500.00 ☐ Campus Liquor Complex (County) \$500.00 ☐ Campus Liquor Complex (State) \$500.00 ☐ Club License (City) \$308.75 ☐ Club License (County) \$308.75 ☐ Distillery Pub License (City) \$750.00 ☐ Distillery Pub License (County) \$750.00 ☐ Hotel and Restaurant License (City) \$500.00 ☒ Hotel and Restaurant License (County) \$500.00 ☒ Hotel and Restaurant License w/one opt premises (City) \$600.00 ☐ Hotel and Restaurant License w/one opt premises (County) \$600.00 ☐ Liquor--Licensed Drugstore (City) \$227.50			
* Note that the Division will not accept cash			
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

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

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information ☒ 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 (additional items may be required by the local licensing authority) ☒ E. All sections of the application need to be completed ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
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)
IV.	Background information (DR 8404-I) and financial documents ☒ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) ☒ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. 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 – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 ☐ 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 ☐ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) ☐ A. Partnership Agreement (general or limited). ☐ B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) ☒ A. Copy of articles of organization ☒ B. Certificate of Good Standing ☒ C. Copy of Operating Agreement (if applicable) ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)
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. ☐ ☒ 13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? ☐ ☐ 13 b. 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 <u>current</u> 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: <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width: 40%;">Landlord</td> <td style="width: 40%;">Tenant</td> <td style="width: 20%;">Expires</td> </tr> <tr> <td>T3 Holdings, LLC</td> <td>Social Oak Wine, LLC</td> <td>12/31/2027</td> </tr> </table> 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. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Last Name</td> <td style="width: 20%;">First Name</td> <td style="width: 15%;">Date of Birth</td> <td style="width: 20%;">FEIN or SSN</td> <td style="width: 15%;">Interest/Percentage</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> 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. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions. 19. 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.			Landlord	Tenant	Expires	T3 Holdings, LLC	Social Oak Wine, LLC	12/31/2027	Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage										
Landlord	Tenant	Expires																					
T3 Holdings, LLC	Social Oak Wine, LLC	12/31/2027																					
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage																			

Name	Type of License	Account Number		
20. 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?		Yes ☐ No ☐		
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?		☐ ☐		
21. 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)		☐ ☐		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?		☐ ☐		
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.		☐ ☐		
23. 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 an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager		First Name of Manager		
24. 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.		Yes ☐ No ☒		
25. 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				
Last Name of Manager		First Name of Manager		
26. Tax Information.		Yes ☐ No ☒		
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		☐ ☒		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		☐ ☒		
27. 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	Home Address, City & State	DOB	Position	%Owned
Christina Taylor	131 Stonegate Circle Edwards CO	9/18/1987	Owner/ Manager	51
Name	Home Address, City & State	DOB	Position	%Owned
Michael Taylor	350 S Ocean Blvd, Boca Raton, FL	10/3/1960	Partner	49
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☒ 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	Type of License	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 <i>Christina Taylor</i>	Printed Name and Title Christina Taylor, Owner	Date 8/3/2021
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority AUGUST 6, 2021	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) SEPTEMBER 14, 2021	
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 <i>Town of Eagle</i>	Telephone Number <i>970 328 9423</i>	☒ Town, City ☐ County
Signature	Print JENNY RAKOW	Title TOWN CLERK
Signature	Print SCOTT TURNIPSEED	Title MAYOR
		Date

Tax Check Authorization, Waiver, and Request to Release Information

I, Christina Taylor am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Social Oak Wine, LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) Christina Taylor		Social Security Number/Tax Identification Number [REDACTED]	
Address 131 Stonegate Circle			
City Edwards		State CO	Zip 81632
Home Phone Number 720-646-7733		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee Christina Taylor			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <i>Christina Taylor</i>			Date signed 8/3/2021

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on August 3 2021 is between:

The **Lessor** is a business entity known as T3 Holdings, LLC with a mailing address of 131 Stonegate Circle, Edwards, Colorado, 81632, hereinafter referred to as the "Lessor."

AND

The **Lessee** is a business entity known as Social Oak Wine, LLC with a mailing address of the Property's Address, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described 2305 square feet (SF) of hospitality space located at 1143 Capitol St, #3, Eagle, Colorado, 81631.

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for Operation of a restaurant and wine bar..

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on August 1 2021 and expire at Midnight on December 31 2027 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor for the Initial Term of this Lease Agreement in accordance with the following payment schedule:

PAYMENT SCHEDULE

Start Date: August 1 2021 End Date: December 31 2022 Payment: \$3,265.41 per month

Start Date: January 1 2022 End Date: December 31 2022 Payment: \$3,457.50 per month

Start Date: January 1 2023 End Date: December 31 2023 Payment: \$3,649.58 per month

Start Date: January 1 2024 End Date: December 31 2025 Payment: \$3,841.66 per month

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$50 in addition to any late fee.

LATE FEE. The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall be charged a late fee in the amount of \$100 daily until the rent is fully satisfied, including any late payment fees, if the rent is not paid after the 5th day payment is due.

OPTION TO RENEW. The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 5 renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described:

RENEWAL PERIODS

The first (1st) renewal period shall begin on 01/01/2023 and end on 12/31/2023 with the Rent to be paid per month in the amount of \$3,265.41.

The second (2nd) renewal period shall begin on 01/01/2024 and end on 12/31/2024 with the rent to be paid per month in the amount of \$3,457.50.

The third (3rd) renewal period shall begin on 01/01/2025 and end on 12/31/2025 with the rent to be paid per month in the amount of \$3,645.58.

The fourth (4th) renewal period shall begin on 01/01/2026 and end on 12/31/2026 with the rent to be paid per month in the amount of \$3,841.66.

The fifth (5th) renewal period shall begin on 01/01/2027 and end on 12/31/2027 with the rent to be paid per month to be calculated by adding the last Rent Payment made by the Lessee plus the official Consumer Price Index (CPI) that is provided by the Bureau of Labor Statistics. If the Renewal Period is for more than one (1) year then the Rent shall be adjusted on an annual basis beginning on the 1st day of said Renewal Period.

EXPENSES. In accordance with a Triple Net (NNN) Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that in addition to the Rent, the Lessee shall be obligated to pay the following expenses to the Lessor on a per month basis:

OPERATING EXPENSES. The Lessor shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, and Lessee hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any renewals thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall

include all costs to Lessor of operating and maintaining the Premises, and shall include, without limitation, real estate, and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.

TAXES. Lessee shall pay, during the term of this Lease, the real estate taxes and special taxes and assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. The Lessee shall pay to Lessor said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event Lessee does not make any tax payment required hereunder, Lessee shall be in default of this Lease.

INSURANCE. The Lessee shall provide and maintain personal liability and property damage insurance. The Lessee will designate the Lessor as an "also named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease Agreement. The insurance shall protect and indemnify the Lessor of any injury, death, or property damage to occur on the property to the limits of \$1,000,000.00.

UTILITIES. The Lessee shall be responsible for any and all utilities to the Premises in relation to the total property area.

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Lease.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

PARKING. Parking shall be provided to the Lessee in a shared manner provided off-site located at parking lot behind the building. There is no set number of parking spaces provided to the Lessee.

There shall be no fee charged to the Lessee for the use of the Parking Space(s).

RIGHT OF FIRST REFUSAL. Lessor grants to Lessee throughout the Initial Term, along with any renewal periods, a right of first refusal to purchase the Premises pursuant to any offer received and accepted by the Lessor. Lessor must notify Lessee in writing and offer to purchase all or part of the Premises with Lessee having 7 calendar days after receipt of the notice to exercise its right of first refusal and notify Lessor of its decision whether or not to purchase the Premises under the same or similar terms under the offer accepted by the Lessor.

If financing is needed by the Lessee, the Lessee will be allowed the time-frame as stated in the offer accepted that was accepted by the Lessor. If the offer accepted by the Lessor is not contingent on financing then the Lessee shall be granted a maximum of 30 days to secure financing for the purchase of the Premises.

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold

Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Lessee shall be responsible for all repairs and maintenance on the Premises due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessee shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the Premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 180 days.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage

of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Colorado. If the Lessor and Lessee fail to resolve the dispute through mediation then the parties shall be allowed to submit their cases in accordance with the local court system.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. Pets shall be allowed on the Premises with the following restrictions: Dogs on the patio only

The Lessee shall be fully responsible for damage caused by any such Pet on the Premises.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessee.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and

additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Colorado.

NOTICES. Notices shall be addressed to the following:

Lessee: Social Oak Wine, LLC
1143 Capitol St, #3, Eagle, Colorado, 81631

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature Christina Taylor Date 8/3/2021
Christina Taylor, Manager of T3 Holdings, LLC

LESSEE SIGNATURE

Signature Christina Taylor Date 8/3/2021
Christina Taylor, Owner

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, Tavern and Lodging and Entertainment 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.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Social Oak Wine, LLC		Home Phone Number 720-646-7733	Cellular Number	
2. Your Full Name (last, first, middle) Taylor Christina Michelle		3. List any other names you have used		
4. Mailing address (if different from residence)		Email Address christina@socialoakwine.com		
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 131 Stonegate Circle		Edwards, CO 81632	07/19/19	
Previous 4939 Decatur St		Denver, CO 80221	11/14/14	07/09/19
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
Fortius Construction		Project Coordina	06/10/19	03/12/21
Pillar to Post		Inspector	11/18/16	06/07/19
ThyssenKrupp Elevator		Sales	06/14/13	10/21/16
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 09/18/87 b. Social Security Number [REDACTED] c. Place of Birth Margate, FL 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 [REDACTED] m. Weight [REDACTED] n. Hair Color blonde o. Eye Color brown p. Gender female q. Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No # [REDACTED] State Colorado

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 0

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 0

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature <i>Christina Taylor</i>	Print Signature Christina Taylor	Title Owner	Date 8/3/2021
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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, Tavern and Lodging and Entertainment 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.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Social Oak Wine, LLC		Home Phone Number 720-646-7733	Cellular Number	
2. Your Full Name (last, first, middle) Taylor Michael Cordie		3. List any other names you have used		
4. Mailing address (if different from residence)		Email Address christina@socialoakwine.com		
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 350 S Ocean Blvd		Boca Raton, FL 33432		04/29/16
Previous				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held From To
Current Builders				CEO/ President 06/07/82
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 [REDACTED]	c. Place of Birth Chicago, IL	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 [REDACTED]	m. Weight [REDACTED]	n. Hair Color brown	o. Eye Color blue
p. Gender male	q. Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No # [REDACTED] State Florida		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 0

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ [REDACTED]

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Cash	Checking	Bank of America	[REDACTED]

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature <i>Michael Taylor</i>	Print Signature Michael Taylor	Title Partner	Date 08/03/21
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**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
Social Oak Wine LLC**

This Multi-Member LLC Operating Agreement ("Agreement") represents Social Oak Wine LLC that was formed in the State of Colorado on June 8 2021 ("Company").

The following represents the initial **2 Member(s)** of the Company and their respective ownership interest:

Christina Taylor, of 131 Stonegate Circle, Edwards, Colorado, 81632, and has 51% ownership in the Company and,

Michael Taylor, of 350 S Ocean Blvd, 6C, Boca Raton , Florida, 33432, and has 49% ownership in the Company.

("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 the 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 Social Oak Wine LLC with a principal place of business at 1143 Capitol St #3, , Eagle , Colorado, 81631. The mailing address shall be 131 Stonegate Circle, Edwards, Colorado, 81632.

2. Registered Agent.

The name of the Registered Agent is Christina Taylor with a registered office located at 131 Stonegate Circle, Edwards, Colorado, 81632 for the service of process as of June 16 2021 ("Registered Agent"). The Registered Agent 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 June 8 2021, 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 continue in perpetuity commencing on the filing of the Articles of Organization of the Company while continuing until terminated under the provisions set forth herein.

6. Member(s) Capital Contributions.

Capital contributions to the Company shall be made by 1 Member:

Michael Taylor shall be contributing Will be contributing approximately \$250,000 in capital contribution to the business build out and start up. The Capital Contribution made by the Member shall be paid back to the Member before any profits are distributed by the Company.,

Hereinafter known as the "Contributor(s)".

The Contributor(s) shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. The Contributor(s) shall have no right to demand and receive any distribution from the Company in any form other than cash, and Member(s) shall not be entitled to interest on their capital contributions to the Company.

The liability of the Contributor(s) for the losses, debts, liabilities, and obligations of the Company shall be limited to the amount of the capital contribution plus any distributions paid to such Contributor(s) individually, such as the Contributor's share of any undistributed assets of the Company; and (only to the extent as might be required by applicable law) any amounts previously distributed to such Contributor(s) by the Company.

7. Distributions.

For the 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.

A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

At the sole decision of the Members, 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 Member(s) 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 Member(s) 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 (c) 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 Member(s) 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 of 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 Members 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 unanimous vote of the Member(s).

Notwithstanding any other provision of this Agreement, the Member(s) shall not 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 without a unanimous vote of the Member(s).

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

11. Meetings of Member(s).

The annual meeting of the Member(s) shall be held on the 1st of January (day/month) at the principal office of the Company or at such other time and place as the Member(s) 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 Member(s) 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 Member(s), for any purpose or purposes, may be called by any Member(s) (or such other number of Member(s) as the Member(s) 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 Member(s), the presence of Member(s) 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 Member(s) pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Member(s). 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 Member(s) present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Member(s) to leave less a quorum.

At all meetings of the Member(s), 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 Member(s) 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(s) 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 Member(s) who voted in favor of such action.

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

Member(s) of the Company may participate in any meeting of the Member(s) 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 voted 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, no Member(s) 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 without the vote consisting of the majority Members' ownership percentage interest in 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 Member(s) agree that Member(s) may voluntarily withdraw from the Company without the approval, vote, or consent of the Member(s). 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 combined 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 Member(s) 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 Member(s) 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 Member(s) may elect to accept the offer, and if more than one of the other Member(s) elects to accept the offer, the interest being sold and the purchase price, therefore, shall be allocated among the Member(s) so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Member(s) 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 Member(s) who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Member(s) shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Member(s) 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 Member(s) in accordance with this Agreement.

14. Admission of New Member(s).

The Company may admit new Member(s) (or transferees of any interests of existing Member(s)) into by the purchase or transfer of another Member's ownership interest and a vote for adding the new Member consisting of the unanimous vote of the Members in each instance.

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 Member(s). Any purchase agreement that is presented to the Company shall be reviewed by up to fifteen (15) days by the Member(s) 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 Member(s), 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 hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty (60) days after notice to the Member(s) 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 the aforesaid sixty-day period the remaining Member(s), by the unanimous vote or consent of the Member(s) (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(s) 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 Member(s) to dissolve the Company made by a unanimous vote of the Member(s).; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Member(s) 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 Member(s) 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 Member(s) 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 Member(s); (2) to the payment of debts and liabilities to Member(s); (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 a 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 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, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Member(s) 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 Member(s) shall no longer be Member(s), 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 Member(s).

Each of the Member(s) 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 may be evidenced by a Certificate of Membership issued by the Company, although it is not required. This Operating Agreement shall serve as sufficient evidence of each Member's ownership in the Company. If a Certificate of Membership is issued, such Certificate 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 statement:

"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 Social Oak Wine LLC dated effective as of June 8 2021 , 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 Member(s) 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 Member(s) holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Member(s), except by the vote or consent of all of the Member(s). No amendment of any provision of this Agreement relating to the voting requirements of the Member(s) on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Member(s) 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 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.

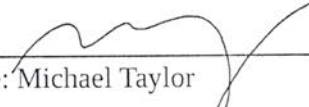
This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of 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 16 2021.

Signature:  Date: 7/27/2021
Print Name: Christina Taylor

Signature:  Date: 7/27/2021
Print Name: Michael Taylor

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENT FILED

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Organization

with Document # 20211527585 of
Social Oak Wine LLC

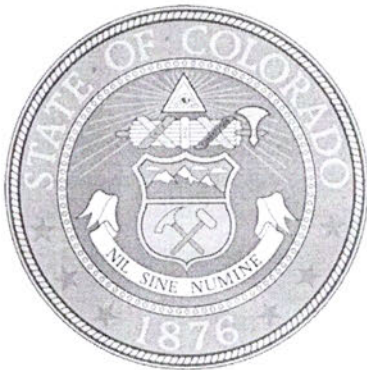
Colorado Limited Liability Company

(Entity ID # 20211527585)

consisting of 2 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/02/2021 that have been posted, and by documents delivered to this office electronically through 08/03/2021 @ 12:07:38.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/03/2021 @ 12:07:38 in accordance with applicable law. This certificate is assigned Confirmation Number 13344134.



Jena Griswold

Secretary of State of the State of Colorado

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

Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Social Oak LLC

The principal office street address is 1143 Capitol St #3
Eagle Colorado CO 81631
US

The principal office mailing address is 131 Stonegate Circle
Edwards CO 81632
US

The name of the registered agent is Christina Taylor

The registered agent's street address is 131 Stonegate Circle
Edwards CO 81632
US

The registered agent's mailing address is 131 Stonegate Circle
Edwards CO 81632
US

The person above has agreed to be appointed as the registered agent for this limited liability company.

The management of the limited liability company is vested in Members

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

Person(s) forming the limited liability company

Christina Taylor
131 Stonegate Circle
Edwards CO 81632
US

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., and, if

applicable, 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.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Christina Taylor
131 Stonegate Circle
Edwards CO 81632
US

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Social Oak Wine LLC

is a

Limited Liability Company

formed or registered on 06/02/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211527585 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/02/2021 that have been posted, and by documents delivered to this office electronically through 08/03/2021 @ 12:06:40 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/03/2021 @ 12:06:40 in accordance with applicable law. This certificate is assigned Confirmation Number 13344129 .



A handwritten signature in cursive script that reads "Jena Griswold".

Secretary of State of the State of Colorado

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

PUBLIC NOTICE
TOWN OF EAGLE
APPLICATION – HOTEL & RESTAURANT LICENSE

Notice is hereby given that the Town Council, acting as the Local Liquor Licensing Authority, shall hold a public hearing on the application of **SOCIAL OAK WINE LLC** dated August 6, 2021, requesting a Hotel & Restaurant License, located at 1143 Capitol Street #3, Eagle, Colorado 81631. Said hearing will be held on Tuesday, September 14, 2021 at 6:00 p.m. during a Town Council meeting held either virtual or at the Eagle Town Hall, 200 Broadway. All persons interested in the aforementioned application may appear before the Town Council and present testimony or may submit written correspondence to the Eagle Town Clerk, at clerk@townofeagle.org or PO Box 609 Eagle CO 81631.

By: **Jenny Rakow**
Town Clerk

Published: August 19, 2021 Eagle Valley Enterprise



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

Hotel & Restaurant License
Social Oak Wine LLC
Address: 1143 Capitol St #3

Having considered the application of Christina and Michael Taylor Owners of Social Oak Wine LLC for a Hotel & Restaurant License, and all attachments submitted therewith (the "Application"), having held a public hearing on the Application on September 14, 2021, 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 competent 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 within 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. Approval has or will be provided by the Building Official and Planning Department prior to issuance of State and Local Licenses.
5. The location has been previously decided by a preponderance of evidence 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.
6. No undue concentration has been determined with the current class of license and does not require additional law enforcement resources as presented.

BASED UPON THE FOREGOING, THE LOCAL LICENSING AUTHORITY HEREBY ORDERS that the application of Christina and Michael Taylor Owners of Social Oak Wine LLC for a new Hotel & Restaurant License is hereby GRANTED.

DATED this 14th day of September 2021

LOCAL LIQUOR LICENSING AUTHORITY
TOWN OF EAGLE

Scott Turnipseed, Chair

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: September 14, 2021

Agenda Item: Resolution No. 63, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Memorandum of Understanding Establishing a Regional Transportation Authority"

REQUEST:

Staff is requesting that the Town Council review an MOU establishing a Regional Transportation Authority and become a funding partner.

INTRODUCTION:

Transportation has been a topic of discussion in Eagle County for many years. The communities in the region have evolved and provided their public transportation systems which include towns, special districts, and the County. Communities that are successful in addressing public transportation needs typically have a RTA which makes economic sense in tourist-based economies with less population. Many larger metro areas also have well-funded RTAs.

Over the last year, regional partners have discussed initiating an RTA to improve public transportation services. In November, the regional partners are going to ask voters in Eagle County to support the formation of an RTA without a tax as a first step. If successful, the RTA will work together to identify needs and ways to fund the priorities established by the governing board. The region is asking communities to review an MOU as well as a funding request to start the process. Attached to this memo are materials that explain the purpose, objectives, and goals, as well as the MOU with a funding allocation.

ANALYSIS:

The MOU does the following:

- Establishes the intention to facilitate an RTA
- The MOU is not legally binding
- Outlines the eligible parties that could participate in an RTA
- Establishes the RTA Formation Committee
- Defines the roles and responsibilities of the RTA Technical Advisory Committee
- Allows for the formation of a Community Stakeholder Committee
- Establishes the roles of the RTA
- Sets the parameters for the use of outside consultants to assist with the formation of an RTA
- Describes the funding contributions and phasing plan

- Assigns staffing support provided by Eagle County for the initiative

COMMUNITY INPUT:

All the eligible parties have reviewed this MOU and have either approved the document or are in the process of approvals.

BUDGET / STAFF IMPACT:

There is a budget and staffing impact. While the Town is not responsible for expenses in 2021, the 2022 funding proposal includes a cost-share of \$6,343.57. A cost allocation report is attached to this memo. Participating in advisory and formation committees requires staff time from multiple departments. Most of that time will be required in 2023 if the initiative is successful.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the following policies:

Stimulate Economic Vitality and Development – Transportation infrastructure is important in supporting the workforce, businesses, and moves tourists easily in resort communities. Public transportation improves the quality of life of those who cannot afford personal vehicles. Including the Air Alliance in the RTA will expand air travel and bring down costs for community subsidies and drive more traffic through the airport.

Invest in Environmental and Energy Sustainability – Sustainability is a focus of this initiative. Through fundraising, the region can move the electrification of the fleet faster as well as support more pathways, mobility initiatives like bike and scooter shares and charging stations. Transportation is one of the biggest carbon emitters next to industry and buildings.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** the adoption of Resolution No. 63, Series 2021, “A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Memorandum of Understanding Establishing a Regional Transportation Authority”

ATTACHMENTS:

- Resolution No. 63, Series 2021
- RTA Memorandum
- MOU Establishing the RTA Formation Committee
- Proposed RTA Formation Committee Contributions - 2022

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 63
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE,
COLORADO APPROVING A MEMORANDUM OF UNDERSTANDING ESTABLISHING
A REGIONAL TRANSPORTATION AUTHORITY

WHEREAS, regional partners in Eagle County have identified making improvements to regional transportation as a top priority;

WHEREAS, in order to make improvements to regional transportation many communities utilize a Regional Transportation Authority (RTA) as a tool;

WHEREAS, the partners are requesting participation from communities in Eagle County to establish a Regional Transportation Authority;

WHEREAS, a Memorandum of Understanding (MOU) which is non-binding document establishes the Town's participation in the formation of a Regional Transportation Authority;

WHEREAS, by approving the MOU, the Town is required to contribute \$6,343.57 as a funding partner; and

WHEREAS, voters will be asked to form an RTA November 2, 2021, and if successful the Town will be a participating member of the RTA.

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

Section 1. The Town Council hereby adopts the MOU establishing a Regional Transportation Authority.

Section 2. The Town Council hereby approves its contribution of \$6,343.57 to help support the costs associated with the formation of a Regional Transportation Authority.

INTRODUCED, READ, PASSED, AND ADOPTED ON SEPTEMBER 14, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

MEMORANDUM

TO: Mayors and Managers in Eagle County
FROM: Tanya Allen, ECO Transit Director and Eric Heil, Avon Town Manager
RE: Memorandum of Understanding Establishing a Regional Transit Authority
DATE: August 26, 2021

INTRODUCTION: This memorandum provides an overview and background with regard to efforts to pursue a potential regional transit authority (“**RTA**”) to serve the Eagle River Valley. The attached Memorandum of Understanding Establishing a Regional Transit Authority Formation Committee (“**MOU**”) is the culmination of efforts over the last year at the Mayors and Managers meetings and the efforts of an Ad Hoc Regional Transit Optimization Committee that was formed out of a Mayors and Managers Meeting. We recognize that there are many questions posed by the formation of an RTA. The attached MOU is intended to embark on the next level of structured collaboration and focus to understand the details of a potential RTA and implement a comprehensive outreach program to inform stakeholders and receive stakeholder input.

The MOU proposes the formation of an RTA Formation Committee, an RTA Technical Committee and an RTA Community Stakeholders Committee. Eagle County, the Town of Vail and the Town of Avon are contemplated to fund Phase I of planning costs so that this effort is able to proceed by retaining a community outreach facilitator by October. Phase II contemplates funding contributions by all municipalities that would participate in this RTA planning effort in 2022. This effort is anticipated and desired to lead up to an election in November of 2022 to approve an RTA and may potentially include a tax funding question to support enhancements to regional transit services. The contemplated RTA would also include dedicated funding to support the Eagle Air Alliance and subsidies to secure new direct flights to Eagle County Regional Airport.

RTA FORMATION COMMITTEE: The RTA Formation Committee is composed of one representative of Eagle County and each municipality in Eagle County (not including Basalt). Monthly meetings will be scheduled for the RTA Formation Committee to review information, identify details and questions to address, provide input on the community stakeholder process, and ultimately provide direction on an RTA to be referred to voters. The MOU sets forth a list of minimum requirements in Paragraph 3 which tracks state statute. We would like to schedule the first RTA Formation Committee meeting in September in order to provide background information on the formation of an RTA as well as other information that has been gathered over the last year.

RTA TECHNICAL COMMITTEE: The RTA Technical Committee is a continuation of the Ad Hoc Regional Transit Optimization Committee that met over the last year with the addition of David Reid who would represent the Eagle County Regional Airport. The role of the RTA Technical Committee is to research information on estimated costs and logistics associated with various transit enhancement ideas.

RTA COMMUNITY STAKEHOLDERS COMMITTEE: This committee is envisioned to be open and inclusive to all the existing groups in the Eagle River Valley, and beyond such as Lake County and Leadville. The purpose is to facilitate community involvement.

We request that your Board or Council consider adoption of the attached MOU in September. Tanya or Eric are willing to attend Board or Council meetings to answer any questions.

Thank you, Tanya and Eric

ATTACHMENT A: Memorandum of Understanding to Establish Regional Transit Authority Formation Committee

MEMORANDUM OF UNDERSTANDING

ESTABLISHING A REGIONAL TRANSIT AUTHORITY FORMATION COMMITTEE

STATEMENT OF PURPOSE – This Memorandum of Understanding (“**MOU**”) formalizes the agreement reached by the Eagle County government and municipalities within the contemplated boundaries of a Regional Transit Authority (“**RTA**”) in Eagle County on the commitment of staff and financial resources to a Regional Transit Authority Formation Committee (“**RTA Formation Committee**”) for the purpose of researching and proposing the structure of an RTA to serve the greater Eagle River Valley community pursuant to CRS §43-4-601 Regional Transportation Authority Law.

WHEREAS, in January 2020 a joint meeting of the Beaver Creek and Vail Economic Advisory Councils was convened to discuss regional transportation challenges at which members of the private business community expressed strong support to improve and enhance regional transit; and

WHEREAS, an ad-hoc group of Town Managers, Transit Directors, and business community leaders was convened soon afterwards to discuss, analyze, and identify challenges and opportunities related to greater coordination and integration of the regional public transportation system; and

WHEREAS, separate conversations with the EGE Air Alliance have highlighted the importance of air transportation as part of the broader regional transportation system; and

WHEREAS, each of these groups have identified the creation of a Regional Transit Authority (“**RTA**”) as a desirable way to plan, finance, implement and operate a regional public transportation system that better meets the needs of residents, visitors, and businesses in Eagle County; and

WHEREAS, the local government entities now desire to proceed with preparation of a proposed RTA and comprehensive community engagement process with the intention to refer ballot questions for the formation of a RTA and a funding question to the November 1, 2022 general election.

NOW, THEREFORE, the parties to this MOU agree as follows:

1. **NO LEGAL OBLIGATIONS.** This MOU is only a statement of intentions to facilitate coordination among parties and shall not be construed to create, and shall not in fact create, any financial or other obligations or liabilities for any party to this MOU.
2. **ELIGIBLE PARTIES TO THIS MOU.** The local government entities which are required to take action as part of the formation of a Regional Transit Authority and/or which currently fund and provide public transit service are eligible parties to this MOU, including Eagle County government, and municipalities in Eagle County, or Title 32 special districts with transportation powers, which are located within the boundaries of a proposed Regional Transit Authority area.

3. **RTA FORMATION COMMITTEE.** The RTA Formation Committee shall consist of one representative of each party to this MOU. Each representative shall have one vote in matters considered by the Committee. Each party may designate a primary representative and alternates in its discretion which shall be limited to elected officials and full-time staff persons. The RTA Formation Committee shall also have the following organization duties:
- (a) Select a chair and vice chair;
 - (b) Establish a meeting schedule and timeline for completion of activities;
 - (c) Provide parameters for staff support for the RTA Formation Committee provided by participating entities;
 - (d) Establish a schedule for communications and meetings with municipal staff and elected officials to inform them on status and upcoming developments;
 - (e) Review the Scope of Work for third party facilitators and consultants to assist with community engagement and the RTA formation process;
 - (f) Determine the details of a proposed RTA, including but not limited to:
 - (1) Determine the name and purpose of the RTA, including an explanation of all regional transportation systems to be provided and preliminary expectations regarding types and service levels;
 - (2) Determine geographic boundaries, districting, and rules for modification of a regional public transportation authority;
 - (3) Determine the form of governance and board representation on the RTA;
 - (4) Recommend an initial organizational structure and staffing for the RTA;
 - (5) Recommend the structure of the relationship with existing transit systems, including recommendations related to the transfer of assets, liabilities, or personnel;
 - (6) Analyze potential dedicated funding sources and structures for public transportation and make recommendations regarding type and level;
 - (7) Recommend the structure of the relationship with the EGE Air Alliance, including recommendations related to structure, governance, and fiscal authorities; and
 - (8) Develop a proposed IGA, meeting the requirements of C.R.S. § 43-4-601, for signature by interested and eligible entities.

(g) Determine the details and wording on any ballot measures to be referred to the voters for the formation of an RTA; and

(h) Provide legal, financial, marketing and political support for a potential future ballot measure.

4. **RTA TECHNICAL ADVISORY COMMITTEE**. The RTA Technical Advisory Committee will be an advisory body to the RTA Formation Committee and will continue for the purpose of sharing information, analyzing costs, and submitting feedback associated with various proposals for regional transit enhancement generated by the RTA Formation Committee, and making recommendations to the RTA Formation Committee. In addition, they will assist in identifying operational issues related to proposed structures that may require additional consideration by the RTA Formation Committee. The RTA Formation Committee may change, amend, supplement, fill vacancies or remove any person on the RTA Technical Committee without notice or cause. The RTA Formation Committee may invite or add other persons or representation from other entities that may provide relevant technical advice and information. The RTA Technical Advisory Committee shall consist of the following members unless and until changed by the RTA Formation Committee:

(a) Tanya Allen, ECO Transit Director;

(b) Jen Brown, Managing Director Beaver Creek Resort Company;

(c) Paul Gorbald, Beaver Creek Transit Manager;

(d) Scott Robson, Vail Town Manager;

(e) Greg Hall, Vail Public Works and Transportation Director;

(f) Brandy Reitter, Eagle Town Manager

(g) Chris Romer, Vail Valley Partnership and Eagle Air Alliance;

(h) Brian Nolan, representative of Beaver Creek and Vail Economic Advisory Councils;

(i) Eva Wilson, Avon Mobility Director;

(j) Eric Heil, Avon Town Manager;

(k) David Reid, Director of Aviation, Eagle County Regional Airport; and

(l) Jeremy Rietmann, Gypsum Town Manager

Members of the RTA Technical Advisory Committee serve at the pleasure of the RTA Formation Committee and appointments to the committee do not constitute contractual obligations of the RTA Formation Committee or of any of its representative entities. The RTA Technical Advisory Committee

shall terminate upon establishment of an RTA as a separate legal entity pursuant to C.R.S. § 43-4-601, *et. seq.*

5. **RTA COMMUNITY STAKEHOLDERS COMMITTEE.** The RTA Community Stakeholders Committee shall consist of all interested local governments that are not parties to this MOU, interested non-profit or community organizations, and interested private business entities that desire to participate on the RTA Community Stakeholder Committee. The purpose of the RTA Community Stakeholder Committee is to facilitate the community engagement process, including the sharing and dissemination of information related to the RTA, facilitate broader understanding of the RTA formation process and the technical and financial aspects of proposed RTA operations, and facilitate providing broad community input to the RTA Formation Committee. The scheduling, organization and conduct of RTA Community Stakeholder Committee meetings shall be facilitated by a third party consultant as contemplated in this MOU.
6. **CONTEMPLATED ROLES OF AN RTA.** The specific roles of an RTA would be researched and determined during the study and community engagement process. The following list describes the potential roles of an RTA that are being contemplated at the time of executing this MOU. Parties to the MOU acknowledge and agree that the roles of a RTA as may be ultimately referred to election are expected to be revised and refined through the community engagement process.
 - (a) Assume some or all operations, assets and functions of ECO Transit and/or other transportation systems of participating entities;
 - (b) Assume some or all operations, assets and functions of the Eagle Air Alliance;
 - (c) Continue planning and development for the enhancement and operation of regional transportation system in the Eagle River Valley, to include operation and/or financial support for multimodal surface and air transportation;
 - (d) Study, design, financially support and implement, with partnerships as appropriate, first and last mile improvements to enhance transit ridership, including but not limited to the development of park and ride facilities, bus stops, and pedestrian crossings;
 - (e) Study, design, financially support and implement, with partnerships as appropriate, improvements to the regional transit system to support, advance and achieve climate action goals, including but not limited to conversion of bus fleet to zero or reduced greenhouse gas emission rolling stock, zero or reduced greenhouse gas emission transit facilities, and increase of transit ridership that reduces passenger vehicle miles travelled;
 - (f) Coordinate with the Colorado Department of Transportation (“**CDOT**”) and federal governing agencies to enhance regional transit, including but not limited to improvements to connections to the RTA area via Bustang and other statewide bus programs and increased air service to the Eagle County Regional airport;

- (g) Represent the Eagle County RTA area with regard to state and federal legislation affecting available funding to support regional transit operations and with regard to legislation affecting operations; and
- (h) Study, design, financially support and implement, other regional transportation and mobility programs and operations, such as regional e-bike sharing programs.

- 7. RETAINING THIRD PARTY FACILITATORS AND CONSULTANTS.** A central purpose of this MOU is to reach an understanding on the retaining of third party facilitators and consultants to assist with the administrative, legal, and technical details in the formation of an RTA, assist with the community engagement process, and assist with determining consensus and community support for any ballot issues which may be referred to the voters. The Scope of Work for any third party facilitators and/or consultants shall be reviewed and approved by the RTA Formation Committee. Third party facilitators and consultants will be retained by Eagle County pursuant to such contract terms as may be approved by Eagle County, in its sole discretion. Eagle County will administer of such contracts as it deems appropriate in its sole and absolute discretion, and shall accept no responsibility for or liability associated with the product or services provided by such third party facilitators and consultants
- 8. FUNDING CONTRIBUTION.** Funding contributions for third party facilitators and/or consultants will be based on the proportionate share of audited 2021 revenue from governmental activities recorded by each respective local government party to this MOU. Notwithstanding the foregoing, parties to this MOU may agree in writing to any other arrangement for funding contributions. An initial funding contribution is necessary to retain third party facilitators and consultants to commence Phase 1 work in 2021. An additional funding contribution is necessary for the Phase 2 work which is expected to begin in the 2022 budget year.
- (a) Phase 1 Funding Contribution:** \$30,000 is the contemplated budget to commence the work of the RTA Formation Committee in 2021, which is comprised of a budget for facilitation of committee meetings, initial community outreach, facilitating and coordinating research and consideration of transit enhancement ideas and associated funding, initial research on funding options, compiling comparison information of other regional transit authorities and preparing RTA presentation materials. Eagle County, the Town of Vail and the Town of Avon have offered to share this expense equally (\$10,000 each).
- (b) Phase 2 Funding Contribution:** \$170,000 is the contemplated budget to continue the work in 2022, which is comprised of \$140,000 to continue community engagement work, assist with revision to an RTA proposal including financial modelling of different options and scenarios, revise and update RTA presentation materials, and assist with the determination of any referred ballot measures and associated factual statements and information presentations related to the formation of an RTA; and a \$30,000 budget for legal advice and assistance related to RTA formation and associated funding questions.

(c) **Additional Funding Contributions:** The parties to the MOU may consider funding additional activities such as political polling by mutual agreement at a later date.

9. **ADMINISTRATIVE SUPPORT.** The Eagle County Regional Transportation Authority (“**ECRTA**”), as a department of Eagle County Government and the current regional transportation provider, has been engaged in the planning, design, and development of a regional transit system for Eagle County. ECRTA will provide administrative, technical and planning assistance to the RTA Formation Committee until the establishment of a statutory RTA, with assistance from other entities as may be mutually agreed. ECRTA’s responsibilities may include the following:

- (a) Assist the RTA Formation Committee in engaging professional and consulting services to manage the work of the RTA Formation Committee;
- (b) Act as the fiscal agent of funds received from the signatory municipalities of this MOU;
- (c) Disperse appropriate payments of funds for services rendered specifically to the RTA Formation Committee, including those of contracted consultants;
- (d) Serve as the applicant for any appropriate grant funding opportunities for which the RTA Formation Committee may be eligible for its work;

10. **TERM.** The term of this MOU shall end on November 1, 2022 unless the parties to this MOU extend the term of this MOU by written agreement. All committees created by this MOU shall be deemed disbanded upon termination of the MOU.

11. **TERMINATION.** Any party may terminate its participation in this MOU by delivering fourteen (14) days written notice to the elected board or council for the other participating entities.

12. **TABOR.** This MOU shall not create any multi-year fiscal obligation of any party to this MOU and any funding contribution or other financial commitment shall be subject to annual budget and appropriation of each party.

[SIGNATURE PAGES FOLLOW]

EAGLE COUNTY

BY: _____

Date: _____

ATTEST: _____

TOWN OF AVON

BY: _____
Sarah Smith Hymes, Mayor

Date: _____

ATTEST: _____
Brenda Torres, Town Clerk

TOWN OF EAGLE

BY: _____

Date: _____

ATTEST: _____

TOWN OF GYPSUM

BY: _____

Date: _____

ATTEST: _____

TOWN OF MINTURN

BY: _____

Date: _____

ATTEST: _____

TOWN OF RED CLIFF

BY: _____

Date: _____

ATTEST: _____

TOWN OF VAIL

BY: _____

Date: _____

ATTEST: _____

Proposed RTA Formation Committee Contributions - 2022			
Estimated Funding Need			\$170,000.00
Calculation of contribution from each municipality based upon 2020 revenue from governmental activities:			
Municipality	2020 Governmental Activities Only	% of Total	2022 Estimated Budget Contribution
Vail	\$ 78,132,309	31.15%	\$ 52,952.72
Avon	\$ 28,091,704	11.20%	\$ 19,038.63
Minturn	\$ 2,551,000	1.02%	\$ 1,728.89
Red Cliff	\$ 401,023	0.16%	\$ 271.79
Eagle (estimate)	\$ 9,360,000	3.73%	\$ 6,343.57
Gypsum	\$ 11,615,000	4.63%	\$ 7,871.85
Eagle County	\$ 120,685,777	48.11%	\$ 81,792.55
Total Revenues:	\$ 250,836,813	100.00%	\$ 170,000.00



To: Mayor and Town Council

From: Chad Phillips, Director, Community Development Department
Nikki Davis, Administrative Technician II, Community Development Department

Date: September 14, 2021

Agenda Item: Resolution No. 61 (Series 2021) A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPOINTING TWO MEMBERS TO THE LAND USE AND DEVELOPMENT CODE UPDATE COMMITTEE

REQUEST:

Staff is requesting that Town Council appoint two new Land Use and Development Code Update Committee (the Committee) members to fill existing vacancies as recommended below.

INTRODUCTION:

The Town is recommending a comprehensive update to the Land Use and Development Code. This project and the initial appointments were first initiated in 2018. In addition to partnering with Clarion Associates, Council has appointed a citizens' committee to help guide the process and inform the creation of the new code. The citizens' committee serves as an advisory group but does not adopt or set policy for the Town. The following four members of the previous Land Use and Development Code Update Committee have agreed to resume their roles:

1. Rick Pylman
2. Scott Schlosser
3. Lee Hoover
4. Allison Kent

Two of the originally appointed members have resigned and created the vacancies to be filled with these applications.

Mayor Scott Turnipseed is serving as the temporary Town Council liaison to the Committee. A permanent liaison will be appointed following the elections in November 2021. A liaison from the Planning and Zoning Commission will be appointed in October 2021.

ANALYSIS:

The Town prepared advertisements to recruit community members to serve on the Land Use and Development Code Update Committee. Applicants were asked to respond to a set of questions and provide a letter of interest. Staff has reviewed the applications and selected candidates based on supporting the following parameters:

1. The Committee will be comprised of a broad spectrum of trades and professionals that have knowledge and experience with writing, interpreting and/or complying with land use codes.
2. The Committee represents citizens who are Town of Eagle residents.
3. The Committee is a diverse group representative of the Town's demographics.

4. Committee members can commit the required time.

Upon review of the applications, staff recommends appointing the following two new candidates to the Committee:

1. Dawn Koenig. Staff believes that Dawn Koenig will be a good fit with the Committee because of her community/Town of Eagle involvement, understanding of local politics, and familiarity with land use issues.
2. Jack Albertson. Staff recommends Jack Albertson to the Committee because we believe that he will provide a unique perspective as a resident who focuses on spatial relationships, environmental equality, and recreational issues.

While all four of the applicants would have positive contributions to the Committee, staff believes that appointing Dawn and Jack would achieve the goal of diversification among members.

COMMUNITY INPUT:

Recruitment for the Committee was advertised through the Town's website, the Vail Daily, Facebook and printed posters. The recruitment pieces were multicultural, aimed at broadening our reach throughout the community. Four applications were received:

1. Dawn Koenig
2. Jack Albertson
3. James Harrison
4. Joanne Rock

BUDGET / STAFF IMPACT:

Staff has budgeted meeting expenses in the Community Development budget to support the Committee.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Reactivating the Land Use and Development Code Update Committee supports the Town's Strategic Plan in several ways. A citizens' committee ensures that we continue to have meaningful and substantive dialogue with the public through "Transparency and Community Engagement." Furthermore, by rewriting the Land Use and Development Code and embracing "Sound Planning", the Town can efficiently "[respond] to economic trends and evolving needs of Eagle's residents and businesses."

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to **approve** the adoption of Resolution 61, Series 2021, A Resolution of the Town Council of the Town of Eagle, Colorado appointing two members to the Land Use and Development Code Update Committee.

ATTACHMENTS:

Resolution 61, Series 2021

Candidate applications and letters of interest

**TOWN OF EAGLE, COLORADO
RESOLUTION NO. 61
(SERIES 2021)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPOINTING
TWO MEMBERS TO THE LAND USE AND DEVELOPMENT CODE UPDATE COMMITTEE.

WHEREAS, the Town Council desires to renew the Land Use and Development Code Update Committee to assist in the comprehensive redrafting of the Town's Land Use Code; and

WHEREAS, applications were submitted to the Town and two of those applicants shall be appointed to the Land Use and Development Code Update Committee.

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

Section 1. The Town Council hereby makes the following appointments to the Land Use and Development Code Update Committee:

1. Dawn Koenig
2. Jack Albertson

INTRODUCED, READ, PASSED AND ADOPTED ON SEPTEMBER 14, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Dear Mayor Turnipseed and Eagle Town Council,

I hope this letter finds you well. I am writing to express my interest in participating on the Land Use Code update committee. The Land Use Code update is a critical component of guiding the inevitable future growth of this community. There are several reasons for my interest in this committee assignment.

Eagle has been my home for a short 10 years. I have some insight as a relative “newcomer” on the emerging issues and challenges the community is faced with in relation to growth and development. During my time living in this community, I have formed relationships with several other citizens and am aware of the different stakeholder groups that have an interest in the Land Use Code update process.

As a past employee of the Town of Eagle Community Development Department, I have experience with implementing the current Land Use Code. I have a firm understanding of its purpose and application, and the update process to date. My goal in serving on the Land Use Code committee will be to assist in forming a Land Use Code that is workable. The new Land Use Code should be easy for citizens and developers to understand and navigate, and less cumbersome to implement for town staff and decision makers.

I am familiar with the Town Strategic Plan, the recently adopted Elevate Eagle Comprehensive Plan, the Water Efficiency and Conservation Plan, and the Eagle River Corridor Plan. Of note, during my time with the town, I participated on the project management team in creating the Water Efficiency and Conservation Plan as the community development liaison. These guiding documents will inform the new Land Use Code and my familiarity with them could be an asset for the committee.

Throughout my career, I have worked with and managed many different teams in various settings. I have a diplomatic mindset and strive to find common ground with others. Seminars I have attended covered topics such as, navigating conflict, employee engagement, developing emotional intelligence, and championing change. My experience as a business owner has contributed to my diligent work ethic, integrity, and sense of responsibility. I would bring my positive attitude, reliable performance, and experience to this committee. Your consideration is much appreciated and I look forward to hearing from you.

Sincerely,

Dawn Koenig

Peyton Heitzman

From: noreply@civicplus.com
Sent: Wednesday, September 1, 2021 9:59 AM
To: Clerk Group; Peyton Heitzman
Subject: Online Form Submittal: Commission & Committee Application Form

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Commission & Committee Application Form

Select the Council, Land Use Code Review Committee
Commission, or Committee
applying for

PERSONAL INFORMATION

First Name	Dawn
Last Name	Koenig
Address1	PO BOX 5854
Address2	<i>Field not completed.</i>
City	Eagle
State	CO
Zip	81631
Email Address	dawnsunlight@hotmail.com
Contact Phone Number	9703790007
Business Address	PO BOX 5854
Business Phone Number	9703790007
Occupation	Residential Property Appraiser

(Section Break)

COMMITTEE INFORMATION:

Economic Vitality Committee: *The Economic Vitality Committee meets on the third Monday of each month at 1 pm. .*

Downtown Development Authority: The Downtown Development Authority meets on the first Wednesday of each month at 5 pm.

Agendas, minutes, and meeting information can be found on the Town of Eagle's website, [here](#).

Land Use Code Committee: The Land Use Code Committee participates in the process for updating the Land Use Code. This process will take approximately 18 months and require frequent meetings and the review (and re-review) of draft code language.

Are you a United States Citizen?	Yes
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Are you a registered elector of the Town of Eagle?	Yes
--	-----

Have you been an Eagle resident no less than 12 consecutive months?	Yes
---	-----

Length of Residency in Eagle	11
------------------------------	----

DDA Eligibility Only	<i>Field not completed.</i>
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(Section Break)

EDUCATION AND HOBBIES

High School	DLHS
-------------	------

College	University of Minnesota-Duluth
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Trade or Business School	<i>Field not completed.</i>
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Hobbies	Biking, paddling, skiing, guitar, gardening
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(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?	Yes
---	-----

If yes, which	Eagle Community Gardens
---------------	-------------------------

Please list organization memberships and positions held	<i>Field not completed.</i>
Please List Areas of Special Interest	<i>Field not completed.</i>

(Section Break)

ADDITIONAL QUESTIONS

1. What opportunities does the Town of Eagle have?	The town has many growth and development opportunities. With that, comes the responsibility to enhance the quality of life for all residents and preserve what makes Eagle special.
2. What challenges currently exist in the Town of Eagle?	Balancing growth and development and ensuring the infrastructure is capable of supporting the growth.
3. As a Council/Committee Member, how would you approach these challenges?	Ensuring there are land use and development regulations in place to ensure that over development does not occur.
4. Why do you want to participate on the Land Use Code Committee? (Land Use Code Committee applicants only)	Given my past experience with implementing the Land Use Code as a town employee, I think it is a really great opportunity for me to serve my community.
5. What skills do you bring to the review of the Land Use Code? (Land Use Code Committee applicants only)	I am familiar with the Town Strategic Plan, the recently adopted Elevate Eagle Comprehensive Plan, the Water Efficiency and Conservation Plan, and the Eagle River Corridor Plan. Of note, during my time with the town, I participated on the project management team in creating the Water Efficiency and Conservation Plan as the community development liaison. Throughout my career, I have worked with and managed many different teams in various settings. I have a diplomatic mindset and strive to find common ground with others. Seminars I have attended covered topics such as, navigating conflict, employee engagement, developing emotional intelligence, and championing change. My experience as a business owner has contributed to my diligent work ethic, integrity, and sense of responsibility. I would bring my positive attitude, reliable performance, and experience to this committee.
6. What are outcomes you would like to see in a new Land Use Code? (Land Use Code Committee applicants only)	My goal in serving on the Land Use Code committee will be to assist in forming a Land Use Code that is workable. The new Land Use Code should be easy for citizens and developers to understand and navigate, and less cumbersome to implement for town staff and decision makers.

7. The process for updating the Land Use Code will take approximately 18 months. Committee members are expected to read drafts of the code, attend meetings, and actively participate in discussions. Can you make the commitment? (Land Use Code Committee applicants only)

I can make the commitment and I am a working class person.

Please attach a cover letter or experience information

[LUC Cover Letter.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

Peyton Heitzman

From: noreply@civicplus.com
Sent: Sunday, August 29, 2021 6:17 PM
To: Clerk Group; Peyton Heitzman
Subject: Online Form Submittal: Commission & Committee Application Form

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Commission & Committee Application Form

Select the Council, Land Use Code Review Committee
Commission, or Committee
applying for

PERSONAL INFORMATION

First Name	Jack
Last Name	Albertson
Address1	327 Howard St, x3942
Address2	<i>Field not completed.</i>
City	Eagle
State	CO
Zip	81631
Email Address	wwa77ie@gmail.com
Contact Phone Number	719-651-3612
Business Address	RNDC- CO
Business Phone Number	303-734-2400
Occupation	Salesman

(Section Break)

COMMITTEE INFORMATION:

Economic Vitality Committee: *The Economic Vitality Committee meets on the third Monday of each month at 1 pm. .*

Downtown Development Authority: The Downtown Development Authority meets on the first Wednesday of each month at 5 pm.

Agendas, minutes, and meeting information can be found on the Town of Eagle's website, [here](#).

Land Use Code Committee: The Land Use Code Committee participates in the process for updating the Land Use Code. This process will take approximately 18 months and require frequent meetings and the review (and re-review) of draft code language.

Are you a United States Citizen?	Yes
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Are you a registered elector of the Town of Eagle?	Yes
--	-----

Have you been an Eagle resident no less than 12 consecutive months?	Yes
---	-----

Length of Residency in Eagle	8
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DDA Eligibility Only	<i>Field not completed.</i>
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(Section Break)

EDUCATION AND HOBBIES

High School	Belton (TX) High School - general studies
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College	Texas A&M University - BS Geography
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Trade or Business School	<i>Field not completed.</i>
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Hobbies	Kayaking/Rafting, Mtn Biking, Hiking, Festivals
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(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?	No
---	----

If yes, which	<i>Field not completed.</i>
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Please list organization memberships and positions held	American Whitewater - member
Please List Areas of Special Interest	Wine, driving Glenwood Canyon, Fantasy Football at 7 Hermits, staying current on World events

(Section Break)

ADDITIONAL QUESTIONS

1. What opportunities does the Town of Eagle have?	We still have plenty of room to grow downtown vitality, capitalize on proximity to I70, and room to carefully increase housing stock. The Rodeo grounds and Whitewater Park might have more ways to be utilized by the town.
2. What challenges currently exist in the Town of Eagle?	Balancing growth with quality of life, parking, Costco retail taxes growing to Gypsum instead of Eagle and trying to capture some of those dollars, keep wallets in Eagle versus going up (or down) valley
3. As a Council/Committee Member, how would you approach these challenges?	Listen to multiple view points, examine and digest data, keep an eye out for ulterior motives, consider the impact on water and wildlife, remember past while planning for the future.
4. Why do you want to participate on the Land Use Code Committee? (Land Use Code Committee applicants only)	More growth options for the town are on the horizon and I want our community to be lauded for what we do, not lambasted.
5. What skills do you bring to the review of the Land Use Code? (Land Use Code Committee applicants only)	Geography is about spatial relationships and has many facets between physical, environmental and human geography. Economic Geography is particularly interesting. Visiting multiple communities each week as part of my employment gives me a broader but still regional view of trends in our area. Having run for city council in Colorado Springs years ago gave me a peak at local politics.
6. What are outcomes you would like to see in a new Land Use Code? (Land Use Code Committee applicants only)	A document with meaningful guidance and enough "carrots & sticks" to motivate compliance. Water-wise vegetation encouragements, sufficient parking for housing, consideration of water issues.
7. The process for updating the Land Use Code will take approximately 18 months. Committee members are expected to read drafts of	With appropriate advance notice, I should be able to attend all meetings.

the code, attend meetings,
and actively participate in
discussions. Can you make
the commitment? (Land
Use Code Committee
applicants only)

Please attach a cover letter *Field not completed.*
or experience information

Email not displaying correctly? [View it in your browser.](#)

James L. Harrison

797 Fourth of July Rd.

PO Box 4380

Eagle CO 81631

August 10, 2021

To: Town of Eagle Planning Department and Town Council:

Please accept my application to participate in the Land Use Code Committee. In addition to the information provided in the application form, I would like to highlight the following.

The Land Use Code re-write is a complex task that requires both careful consideration of Town needs and careful drafting. I liken it to the construction of a new building. The first step is to understand the needs of the client (in this case, the Town citizens, as expressed in public meetings, the Community Plan and other guiding documents.) Once these needs are understood, they are incorporated into drafts that reflect the overall vision for the project. After further consultation with the client, detailed drawings are required for construction. Those details are as important as the overall vision for efficient construction of a building that will serve the client's needs. In this case, the details of the code, and how the different sections interact, must be carefully drafted to ensure that the code serves the needs of the Town for many years.

I would be pleased to assist in this process. I believe my background as a lawyer will be particularly helpful in the "construction" phase of this project. I have both the training and the ability to carefully review codes for congruence and potential ambiguities.

Thank you for considering my application.

Sincerely,

A handwritten signature in black ink, appearing to read 'James L. Harrison', with a long horizontal flourish extending to the right.

Jamie Harrison

Peyton Heitzman

From: noreply@civicplus.com
Sent: Tuesday, August 10, 2021 7:45 AM
To: Clerk Group; Peyton Heitzman
Subject: Online Form Submittal: Commission & Committee Application Form

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Commission & Committee Application Form

Select the Council, Land Use Code Review Committee
Commission, or Committee
applying for

PERSONAL INFORMATION

First Name	Jamie
Last Name	Harrison
Address1	797 Fourth of July Rd
Address2	PO Box 4380
City	Eagle
State	CO
Zip	81631
Email Address	jharrismed@gmail.com
Contact Phone Number	3039152476
Business Address	<i>Field not completed.</i>
Business Phone Number	<i>Field not completed.</i>
Occupation	retired

(Section Break)

COMMITTEE INFORMATION:

Economic Vitality Committee: *The Economic Vitality Committee meets on the third Monday of each month at 1 pm. .*

Downtown Development Authority: *The Downtown Development Authority meets on the first Wednesday of each month at 5 pm.*

Agendas, minutes, and meeting information can be found on the Town of Eagle's website, [here](#).

Land Use Code Committee: *The Land Use Code Committee participates in the process for updating the Land Use Code. This process will take approximately 18 months and require frequent meetings and the review (and re-review) of draft code language.*

Are you a United States Citizen?	Yes
----------------------------------	-----

Are you a registered elector of the Town of Eagle?	Yes
--	-----

Have you been an Eagle resident no less than 12 consecutive months?	Yes
---	-----

Length of Residency in Eagle	8
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DDA Eligibility Only	<i>Field not completed.</i>
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(Section Break)

EDUCATION AND HOBBIES

High School	1973 -- Washington DC
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College	U. of Colorado 1979. U. of. Colorado School of Law 1984
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Trade or Business School	<i>Field not completed.</i>
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Hobbies	Fishing, hiking, skiing, playing ukulele
---------	--

(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?	Yes
---	-----

If yes, which	Town of Eagle Planning Commission
---------------	-----------------------------------

Please list organization memberships and positions held	Town of Eagle Grand Avenue Stakeholder Committee -- Secretary. Eagle Ranch Wildlife Committee -- Volunteer Coordinator
---	---

Please List Areas of Special Interest	Code analysis.
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(Section Break)

ADDITIONAL QUESTIONS

1. What opportunities does the Town of Eagle have?	In this particular case, it has the opportunity to carefully re-write the land use code to achieve the vision expressed in the Community Plan.
2. What challenges currently exist in the Town of Eagle?	Affordable housing, child care, downtown development
3. As a Council/Committee Member, how would you approach these challenges?	I would approach them by paying attention to these issues in the code re-write, while adhering to the Community Plan.
4. Why do you want to participate on the Land Use Code Committee? (Land Use Code Committee applicants only)	I believe you need at least one lawyer (or in my case, recovering lawyer) on the committee. The land use code is a complex, interrelated set of regulations and it is important for the committee (or at least some members) to closely analyze the interrelationships and potential ambiguities. Lawyers are trained to do this. Having served on the Town's Planning Commission, I have some experience with these interrelationships. I am prepared to take the time to go through drafts carefully to look for ambiguities and make suggestions for improvement.
5. What skills do you bring to the review of the Land Use Code? (Land Use Code Committee applicants only)	See above.
6. What are outcomes you would like to see in a new Land Use Code? (Land Use Code Committee applicants only)	Above all -- clarity and consistency with the Town's other policies and guiding documents.
7. The process for updating the Land Use Code will take approximately 18 months. Committee members are expected to read drafts of the code, attend meetings,	Yes

and actively participate in discussions. Can you make the commitment? (Land Use Code Committee applicants only)

Please attach a cover letter [8 10 21 LUC rewrite Ltr James Harrison.pdf](#) or experience information

Email not displaying correctly? [View it in your browser.](#)



Form Center

By signing in or creating an account, some fields will auto-populate with your information and your submitted forms will be saved and accessible to you.

Commission & Committee Application Form

Select the Council, Commission, or Committee applying for*

Land Use Code Review Committee

Use the drop-down to select.

PERSONAL INFORMATION

First Name*

JOANNE

Last Name*

ROCK

Address1*

405 NOGAL RD.

Address2

City*

EAGLE

State*

CO

Zip*

81631

Email Address*

ub11244635@gmail.com

Contact Phone Number*

970 406-5057

Business Address

POB 6483 EAGLE, CO 81631

Business Phone Number

970 401-5057

Occupation

PROJECT DEVELOPER

COMMITTEE INFORMATION:

Economic Vitality Committee: The Economic Vitality Committee meets on the third Monday of each month at 1 pm. .

Downtown Development Authority: The Downtown Development Authority meets on the first Wednesday of each month at 5 pm.

Agendas, minutes, and meeting information can be found on the Town of Eagle's website, [here](#).

Land Use Code Committee: The Land Use Code Committee participates in the process for updating the Land Use Code. This process will take approximately 18 months and require frequent meetings and the review (and re-review) of draft code language.

Are you a United States Citizen?☒ Yes☐ No**Are you a registered elector of the Town of Eagle?**☒ Yes☐ No**Have you been an Eagle resident no less than 12 consecutive months?**☒ Yes☐ No**Length of Residency in Eagle**

7

In Years

DDA Eligibility Only☐ Yes☐ No

Are you an eligible voter within the DDA boundary? You can be a property owner, leaseholder (residential or business), or a designated representative of either.

EDUCATION AND HOBBIES**High School**

RAMAPO, FRANKLIN LAKES, N.J.

CollegeST. MICHAEL'S COLLEGE UNIVERSITY OF COLORADO-Boulder
PACE UNIVERSITY, NY NY**Trade or Business School**NJ+PA REAL ESTATE LICENSE, COLORADO REAL
ESTATE BROKER, GRI, II, III, C.P.A. PREP -
TAX UPDATES

Hobbies

WALKING, BIKING, SWIMMING, GOLFING
READING, VOLUNTEERING

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?

☐ Yes

☒ No

If yes, which

Please list organization memberships and positions held

NUMEROUS COUNTY NON-PROFIT TIME CONTRIBUTIONS

Please List Areas of Special Interest

ADDITIONAL QUESTIONS

1. What opportunities does the Town of Eagle have?

TOURISM CAPTURE OFF I-70, HOUSING

2. What challenges currently exist in the Town of Eagle?

PARKING, LOW-WAGE JOBS

3. As a Council/Committee Member, how would you approach these challenges?

WORKING ON AFFORDABLE HOUSING, TOWN PROMOTION

4. Why do you want to participate on the Land Use Code Committee? (Land Use Code Committee applicants only)

CRITICAL SHORTAGE OF AFFORDABLE HOUSING, PROJECT
DEVELOPER BUSINESS IN SUSTAINABLE HOMES/NEIGHBORHOODS

5. What skills do you bring to the review of the Land Use Code? (Land Use Code Committee applicants only)

REAL ESTATE IN-DEPTH ANALYSIS OF HOUSING NEEDS
BUDGET SKILLS ATTENDANCE AS TOWN/COUNTY MEETINGS, CPE FOR ARCHITECTS

6. What are outcomes you would like to see in a new Land Use Code? (Land Use Code Committee applicants only)

BETTER FACILITATING OF ACTUAL BUILDING OF
AFFORDABLE HOUSING UNITS

RE "LEED"
TYPE CHANGES

7. The process for updating the Land Use Code will take approximately 18 months. Committee members are expected to read drafts of the code, attend meetings, and actively participate in discussions. Can you make the commitment? (Land Use Code Committee applicants only)

YES, I ALREADY HAVE COMMITTED SIGNIFICANT
TIME TO THE REVIEW OF COUNTY + TOWN BUILDING

Please attach a cover letter or experience information

Choose File No file chosen

Please attach in .pdf format.

TO BE SENT + LAND USE CODES

☒ Receive an email copy of this form.

Email address

ubi1244635@gmail.com

This field is not part of the form submission.

* indicates a required field



Government Websites by CivicPlus®



To: Mayor Turnipseed and Town Council

From: Peyton Heitzman, Planner I, Community Development Department
Chad Phillips, Director, Community Development Department

Date: September 14, 2021

Agenda Item: Discussion regarding an amendment to Chapter 3 of the Elevate Eagle Comprehensive Plan including an update to the Future Land Use Map and Land Use Categories.

REQUEST:

Staff is requesting feedback and direction regarding proposed changes to the Future Land Use Map (FLUM) and Land Use Categories in the Elevate Eagle Comprehensive Plan (Comprehensive Plan).

INTRODUCTION:

In December 2020, the Town of Eagle adopted the Comprehensive Plan. Less than a year after adoption, an amendment to Chapter 3 is being brought before the Planning & Zoning Commission (P&Z Commission) and Town Council for consideration. The Comprehensive Plan is a dynamic document that should be re-evaluated and updated on a regular basis. This amendment is intended to help the Comprehensive Plan better meet the needs of the community.

The purpose of this update is to modify elements of Chapter 3, which focuses on future land uses within the Town of Eagle. The amendment includes modifying land use boundaries on the FLUM and amending allowed uses in two of the future land use categories. Many of the proposed changes are at the request of a property owner, developer, or staff.

The P&Z Commission met on August 31st to discuss the proposed changes to Chapter 3. The Commission's feedback is provided in the Analysis section of this memo. The Commission's preferred FLUM is included as an attachment in the packet.

ANALYSIS:

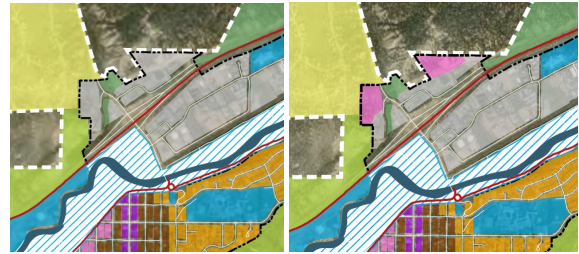
The first part of this analysis will focus on the FLUM and whether the Goals and Policies of the Comprehensive Plan support or challenge the proposed changes. The second part of the analysis will look at changes to land use categories. Future Land Use Categories in the Comprehensive Plan provide an overview of the general character and development goals of the different land use designations.

Future Land Use Map (FLUM)

North of I-70

Under this amendment, three properties north of I-70 are proposing a change from Commercial / Light Industrial to Mixed Use (295 Rule Road, 435 Eby Creek Road, and 85 Pond Road). Staff has received numerous requests to change the future land use for these properties to allow for residential. Unlike other properties on Market Street and Eby Creek Road, these three lots have limited visibility from the street, leading to concerns that these properties may not be commercially viable. One of the properties, 85 Pond Road, already operates a high-density residential apartment complex. The allowance of

residential through the Mixed Use designation is supported by policy 1-1.1 in the Comprehensive Plan to *ensure a healthy mix of housing types and densities (e.g. single-family, duplex, multi-family, mixed-use and accessory dwelling units) to allow for greater diversity.* The proposed change to the FLUM was analyzed against area-specific policies for the I-70 Character Area which can be found on page 52 of the Comprehensive Plan ([LINK](#)). These goals include:



- *2-7.2. Workforce housing that directly supports on-site commercial or light industrial uses is considered an acceptable amount of residential in these districts.*

Staff comment: The proposed change to Mixed Use will provide residential opportunities beyond workforce housing, conflicting with this Character Area policy. The P&Z Commission shared that residential uses through the Mixed Use designation were appropriate for the area considering the surrounding commercial uses.

The boundary of the I-70 Influence Character Area may need to be modified if there is a change in land use since the proposed land use conflicts with this policy in the I-70 Influence Character Area.

- *2-7.6. Maintain existing commercial and industrial zoning in the Chambers Avenue, Market Street, Sawatch Road, and Marmot Lane areas.*

Staff comment: The change from Commercial/Light Industrial to Mixed Use may not fully align with this policy but will maintain the potential for commercial uses on the property that is in the Market Street area.

As the Commission considers modifying the FLUM to add Mixed Use, residential amenities should be considered as they relate to policies in the Comprehensive Plan. Relevant policies are copied below.

- *5-1.4. Promote the development of compact neighborhoods in close proximity to public transit options, and allowing increased residential, retail, and mixed-use densities in areas close to transit stops.*

Staff comment: The properties are within half a mile of the public transit stop on Eby Creek Road.

- *5-3.2. Ensure efficient multimodal connectivity between all residential areas and public destinations.*

Staff comment: The bridge across I-70 provides pedestrian and bike access north of the highway. Public improvements will likely be needed to ensure each property has safe access to the path on the south side of Market Street.

When this change was initially presented to the P&Z Commission, the properties were designated as High Density Residential. The P&Z Commission discussed the merits of the two land use designations and decided the Mixed Use land use was a better fit for the commercial character of the area.

Property near Cemetery

Since the adoption of the Comprehensive Plan and the FLUM, staff has noticed a parcel that may have mistakenly been designated as Public Institutional in the FLUM. The property contains a single-family home and the intent to continue the residential use will likely remain in the future. The property address is 220 E Sixth Street. This change has been shared with the property owners who have not provided comments at this time. This change is not addressed in any of the Comprehensive Plan's goals or policies.



East Eagle Sub Area Plan (EESAP)

As the Council is well aware, the Town is in the process of creating an East Eagle Sub Area Plan (EESAP) for land to the furthest northeast area of Town. The EESAP is identified in the FLUM with white and orange stripes. Through the planning process for the EESAP, the planning area has expanded beyond the land designated as East Eagle in the existing version of the FLUM. Through this amendment to Chapter 3, staff is recommending a change to the FLUM so it aligns with the draft EESAP.



The P&Z Commission advised against two other changes that were initially proposed with this amendment to the FLUM. The first change came from Abrika, the property owners and developers of Haymeadow, who requested a section of the Public / Institutional land use be replaced with Medium Density Residential (MDR). The other change came from the Eagle County School District who also requested to replace a section of land designated as Public / Institutional with MDR at 61 Mill Road. Details on these requests and the supporting goals/policies from the Comprehensive Plan can be found in staff's report to the P&Z Commission on August 31st ([LINK](#)). The FLUM presented to the Commission during that meeting can be access through this [LINK](#). There was consensus among the P&Z Commission that both proposals provided no clear benefit considering the existing flexibility already provided by the FLUM. The FLUM currently states, "Flexible interpretation of the boundaries may be granted by the Town Planning staff, Planning and Zoning Commission, and Town Council, provided the proposed change is consistent with the vision, goals and strategies contain in this Plan." These proposed changes have been removed from this amendment.

Future Land Use Categories

This amendment to the Comprehensive Plan is also proposing text changes to the MDR and Public / Institutional Future Land Use Categories. These land use categories can be found on pages 36 and 43 in the Comprehensive Plan.

Medium Density Residential

Staff is proposing to change the text in the MDR category under Primary Uses. The text currently reads, "Small lot, single-family units, duplexes/triplexes, and multi-family townhomes". If approved, the

modified text would read, “Small lot, single-family units, duplexes/triplexes, multi-family, and townhomes”. This change would allow other multi-family housing options in the MDR that are not strictly townhomes. This change allows for a healthy mix of housing types, supporting Policy 1-1.1 from the Comprehensive Plan.

- *1-1.1. Ensure a healthy mix of housing types and densities (e.g. single-family, duplex, multi-family, mixed-use and accessory dwelling units) to allow for greater diversity.*

The P&Z Commission expressed support for this change to the MDR land use category.

Public Institutional

This amendment is proposing to add an additional use to the Public / Institutional land use category. Currently, Accessory Uses is the only listed secondary use. This amendment would add Employee Housing as a secondary use for Public / Institutional. Adding Employee Housing as a secondary use to the Public / Institutional land use category supports Town policies to support workforce housing and increase opportunities for Town’s citizens to work within Eagle. The supporting Comprehensive Plan policies are listed below.

- *1-1.3. Stimulate the creation of workforce housing through town policies, incentives, and regulatory procedures. Collaborate with community partners and the private sector to expand the reach of Eagle’s workforce housings efforts.*
- *1-2.1. Provide opportunities that increase the likelihood of the Town’s citizens to work within Eagle.*

While the P&Z Commission generally voiced support for this change, there was trepidation that the additional secondary use would have unintended consequences. The P&Z Commission requested that the use be further clarified to state “On Site Employee Housing”, rather than just “Employee Housing” as initially proposed.

Questions for Discussion:

- Are the proposed changes to the FLUM appropriate and do they better serve the community?
- Does the change from Commercial/Light Industrial to Mixed Use north of I-70 exceed what is considered to be an acceptable amount of residential for the area? Should the I-70 Influence Character Area be amended to avoid a conflict between the residential permitted in the Mixed Use category and the policies in the Character Area?
- Should the Public/Institutional land use category include On Site Employee Housing as a secondary use?
- Are there unintended consequences to the proposed changes?

COMMUNITY INPUT:

Staff has published notice of the work sessions and the public hearings in the local newspapers and mailed notification to property owners 250’ of any parcel that may be affected through this amendment to Chapter 3. Staff has received two comments from the public as of September 7, 2021.

Staff has also received questions from two community members. Staff has fielded questions on future land use designations vs zoning and how the proposed changes may or may not affect nearby properties.

BUDGET / STAFF IMPACT:

No impact to the budget.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

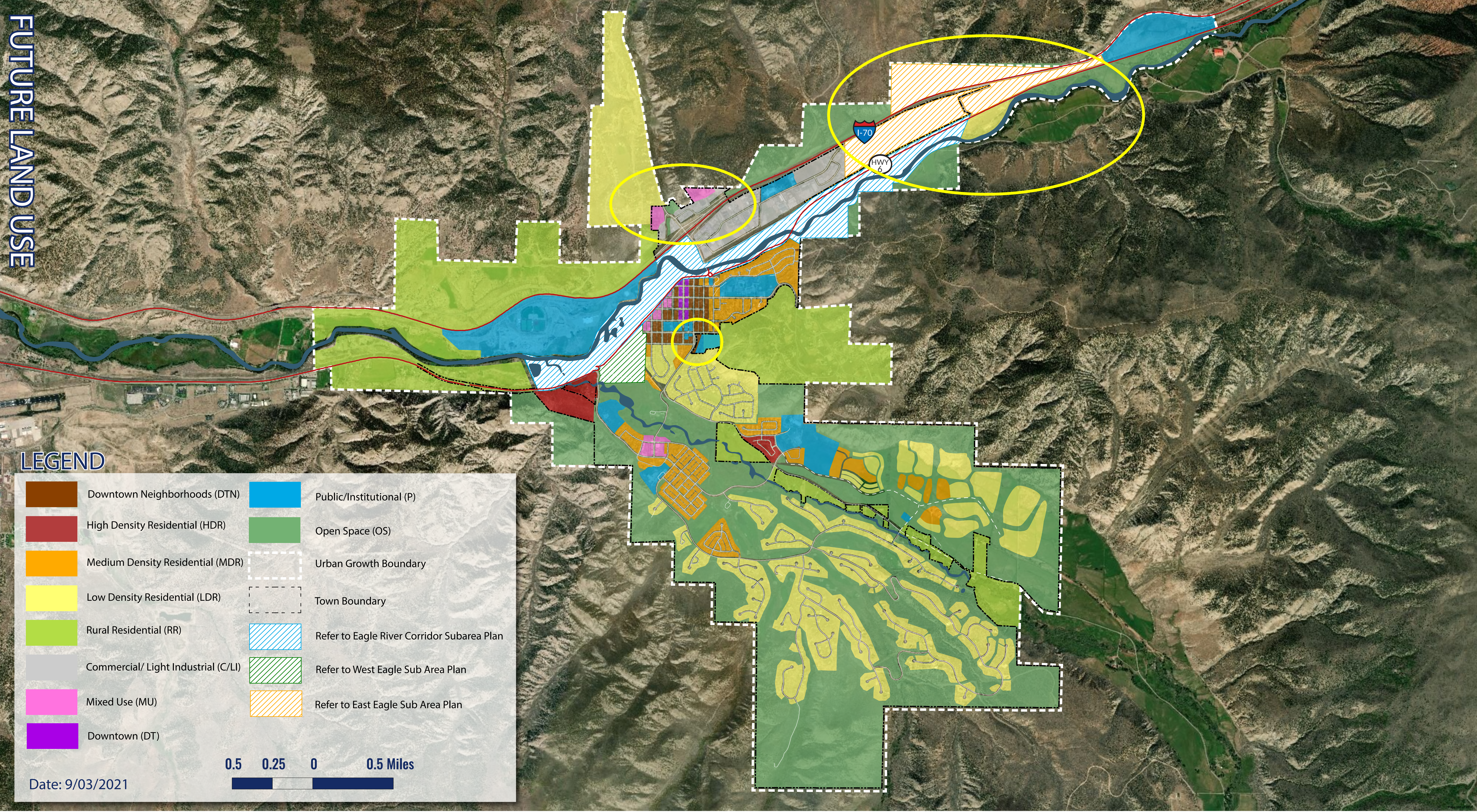
This amendment to Title 3 of the Comprehensive Plan aligns with the 2020 Strategic Plan's major objective to 'Diversify the Attainable Housing Stock' with the change from the Commercial/Light Industrial land use to Mixed Use north of I-70 that will result in the opportunity for a diversified, attainable housing stock. The major objective to 'Improve Community Responsive Services' is also supported through this amendment. Through this amendment process there have been public discussions and thoughtful evaluation of the Title 3 of the Comprehensive Plan. The regular re-evaluation and update of the Comprehensive Plan is the Town's way of adopting policies and regulations to be responsive to changes in the business environment, which will encourage thoughtful growth and development.

RECOMMENDED ACTION OR PROPOSED MOTION:

No action or motion is required at this time.

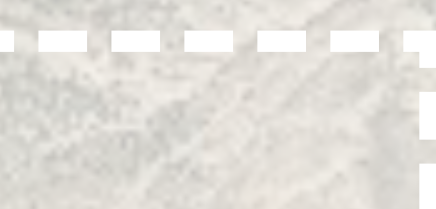
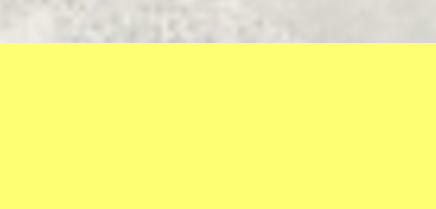
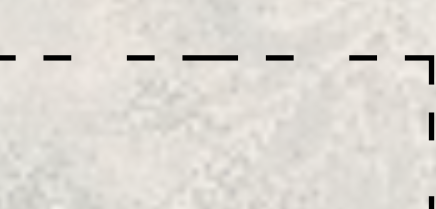
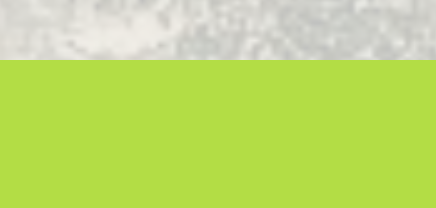
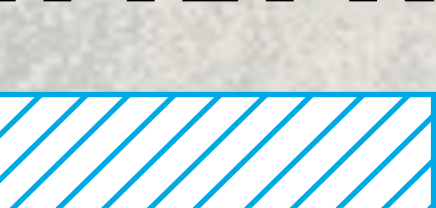
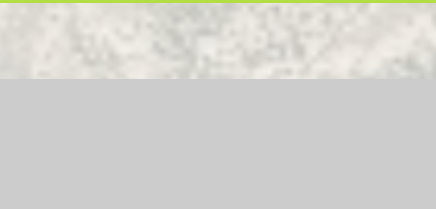
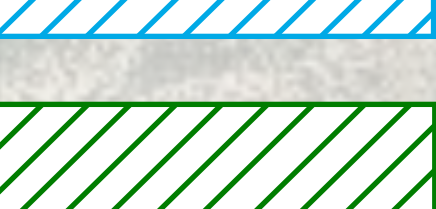
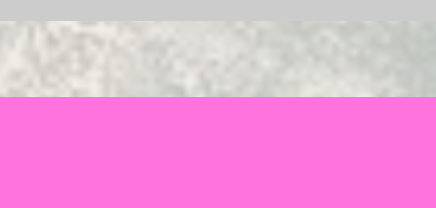
ATTACHMENTS:

- Future Land Use Map
- Future Land Use Designations
- Public Comment
- P&Z Commission Meeting Minutes Dated August 31, 2021
- Elevate Eagle Comprehensive Plan (2020) ([LINK](#))



FUTURE LAND USE

LEGEND

	Downtown Neighborhoods (DTN)		Public/Institutional (P)
	High Density Residential (HDR)		Open Space (OS)
	Medium Density Residential (MDR)		Urban Growth Boundary
	Low Density Residential (LDR)		Town Boundary
	Rural Residential (RR)		Refer to Eagle River Corridor Subarea Plan
	Commercial/ Light Industrial (C/LI)		Refer to West Eagle Sub Area Plan
	Mixed Use (MU)		Refer to East Eagle Sub Area Plan
	Downtown (DT)		

0.5 0.25 0 0.5 Miles

Date: 9/03/2021

Future Land Use Categories

Below is a table outlining which zoning designations are most appropriate for each Future Land Use Category, and each category is further described on the following pages and includes: an overview of the general character, features, and amenities; desired primary and secondary uses; examples of representative development types and forms within Eagle, and connections to the surrounding area.

LAND USE	ALLOWED ZONES
<i>Correlates with existing zoning categories as of January 2020</i>	
RURAL RESIDENTIAL	R – Resource RR - Rural Residential PUD - Planned Urban Development
LOW DENSITY HOUSING	RL - Residential Low Density PUD - Planned Urban Development
MEDIUM DENSITY HOUSING	RM - Residential Medium Density RMF – Residential Multi-Family P – Public Area PUD - Planned Urban Development
HIGH DENSITY HOUSING	RMF – Residential Multi-Family RH – Residential High Density P – Public Area CL – Commercial Limited
COMMERCIAL/ LIGHT INDUSTRIAL	CG - Commercial General CL - Commercial Limited I - Industrial
MIXED USE	CL - Commercial Limited P – Public Area PUD - Planned Urban Development RMF - Residential Multi-Family
DOWNTOWN	CBD - Central Business District
DOWNTOWN NEIGHBORHOOD	CL - Commercial Limited RL - Residential Low Density RM – Residential Medium Density RMF – Residential Multi-Family
PUBLIC/INSTITUTIONAL	PA - Public Area
OPEN SPACE	R – Resource

MEDIUM DENSITY RESIDENTIAL



Description:

Single and multi-family neighborhoods built on a traditional development pattern, served by a highly connected street pattern, and interspersed with schools, public facilities, walkable neighborhood amenities, parks, and trails.

PRIMARY USES

Small lot, single-family units, duplexes/ triplexes, **multi-family, and townhomes.**

SECONDARY USES

Public uses, neighborhood and community parks.

APPROXIMATE DENSITY

4 - 16 DU/Acre

PUBLIC/INSTITUTIONAL



Description:

The Public/Institutional category identified civic uses, such as schools, government buildings, and public service and recreation facilities, within varied settings, including Downtown, along the Eagle River, and within and adjacent to neighborhoods.

PRIMARY USES

Public and civic uses, including recreational facilities, public services, schools, healthcare, and governmental offices.

SECONDARY USES

Accessory Uses,
On Site Employee Housing

Thomas M. Boni
PO Box 3625
Eagle Colorado, 81631
tomboni3030@gmail.com
970-366-1435

July 28, 2021

Re: Lot 1, Eagle Interchange East, and acreage to the West

Dear Chad,

Thanks for meeting with us yesterday regarding the potential to construct residential multi family on this property immediately to the north of City Market. Based on the meeting we understand the Town is initiating an Amendment to its Comprehensive Plan.

We request that this amendment consider revisions to the Future Growth Boundary for the above referenced property all of which is adjacent to current Town of Eagle Municipal Boundary and to change/apply a Future Land Use Designation for this property that would facilitate a Zone Change Application to Multi Family Residential.

We appreciate your cooperation to consider this request in this amendment process and look forward to presenting you with additional material to assist the Town in evaluating why this application furthers the goals and objectives on the Comprehensive Plan and achieves a public benefit.

Sincerely,

Tom Boni
Land Planner

Cc: Mike Dantas

8/5/2021

To: The Town of Eagle Planning Commission and Town Council

Re: **Update to Chapter 3 of the Elevate Eagle Comprehensive Plan (2021)**

Project Name: Elevate Eagle Comprehensive Plan Chapter 3 Update (2021)

File Number: LURA21-04

From: PITW LLC, by Daniel Spitzer, Manager

To Whom it may concern,

PITW LLC is the owner of 435 Eby Creek Road, legally known as Perry Subdivision Lot 3. This lot, under the Future Land Use Map and Plan update referenced above, is recommended for a change from commercial use to high density residential use.

As the manager of PITW LLC, I wanted to express my support of this change.

Please feel free to reach out to me with any questions in this regard.

Sincerely,

A handwritten signature in black ink that reads "Daniel Spitzer". The signature is fluid and cursive, with the first name "Daniel" being larger and more prominent than the last name "Spitzer".

Daniel Spitzer, Manager, PITW LLC

Dan@spitzerfamily.com

818-216-9573

Peyton Heitzman

From: Peyton Heitzman
Sent: Monday, August 16, 2021 3:07 PM
To: Rae Sanders
Cc: Bob Sanders Husband
Subject: RE: Letter Dated Aug 4th 2021

Hi Rae,

To clarify, the August 31st meeting will be to discuss the update to the Comprehensive Plan and the Future Land Use Map (FLUM). One of the proposed changes to the FLUM involves property within the Haymeadow development. The Planning & Zoning Commission will not be discussing the application to amend the Haymeadow PUD at this meeting. The Commission will only be discussing the merits / challenges for changing the land use designation from Public / Institutional to Medium Density Residential.

Separately, Haymeadow has submitted a new application to amend the PUD. This application is not the same as the application denied this spring. Public hearings for the new application will be held in September/October. You should receive public notice for these public hearings at the end of this month or early September.

I hope this helps. I'm happy to jump on a call if you still have any questions.

Best regards,

Peyton Heitzman

Planner I

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9619

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: Rae Sanders <raepsanders@gmail.com>
Sent: Monday, August 16, 2021 10:27 AM
To: Peyton Heitzman <peyton.heitzman@townofeagle.org>
Cc: Bob Sanders Husband <bobsanders9@yahoo.com>
Subject: Re: Letter Dated Aug 4th 2021

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Peyton thanks so much for replying to us.

There has been so much going on with the Haymeadow swap it is hard to wrap our head around it and how it impacts our home.

If I have read your email correctly Brandon Cohen has reached out to the TOE and to the zoning and planning commission. This PUD would have been submitted because the last PUD was rejected.

We will be at the meeting the end of August.

Thanks

Again,

Rae

On Mon, Aug 16, 2021, 9:36 AM Peyton Heitzman <peyton.heizman@townofeagle.org> wrote:

Hi Rae,

Thank you for reaching out. There are proposed changes to the Future Land Use Map within the Town's Comprehensive Plan. Those changes can be found through this [LINK](#). For comparison, the current Future Land Use Map can be found on page 30 through this [LINK](#). Based on your address, you probably received the letter in regards to a proposed change to the future land use at Haymeadow. The developers of Haymeadow are requesting to expand the Medium Density Residential land use designation. This request is in coordination with a recently submitted PUD amendment application that is available on the Town's Active Land Use Applications webpage accessed through this [LINK](#).

Let me know if you have any other questions. Thanks!

Best regards,

Peyton Heitzman

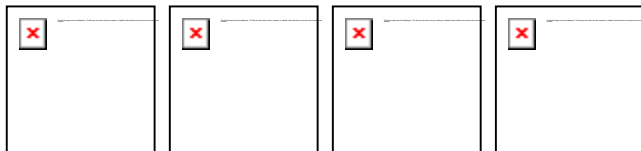
Planner I

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9619

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: Rae Sanders <raepsanders@gmail.com>

Sent: Thursday, August 12, 2021 1:53 PM

To: Peyton Heitzman <peyton.heizman@townofeagle.org>; Bob Sanders Husband <bobsanders9@yahoo.com>

Subject: Letter Dated Aug 4th 2021

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Peyton,

I received a letter from TOE because I am a homeowner within 250' of a parcel subject to a modified future land use category. After looking through the over 140 pages on the site I am still not clear on what someone is trying to change within 250' of our home.

My husband and I own a home at 158 Soleil Circle, could you please share with us exactly what might change that would affect our home and property?

Thanks so much,

All the best,

Rae Sanders

Peyton Heitzman

From: Suprena Crawford <csuprena@hotmail.com>
Sent: Wednesday, August 18, 2021 11:48 AM
To: Peyton Heitzman
Subject: Re: LURA21-04 Elevate Eagle Comprehensive Plan Chapter 3 Update 2021

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Great, thank you for the explanation.

From: Peyton Heitzman <peyton.heizman@townofeagle.org>
Sent: Wednesday, August 18, 2021 11:02 AM
To: Suprena Crawford <csuprena@hotmail.com>
Subject: RE: LURA21-04 Elevate Eagle Comprehensive Plan Chapter 3 Update 2021

Hi Suprena,

Thank you for your email. The Comprehensive Plan update will not impact existing zoning, it will only make changes to land use designations in the Future Land Use Map within the Comprehensive Plan. The Future Land Use Map shows how the community would like to use land in the future. This map, along with the policies outlined in the Comprehensive Plan, will be used to support future land use applications.

You can find the proposed changes to the Future Land Use Map through this [LINK](#). For comparison, the current Future Land Use Map can be found on page 30 through this [LINK](#). Based on your address, you probably received the letter in regards to a proposed change to the future land use at 61 Mill Rd, the school district parcel.

Let me know if you have any other questions regarding the update. Thanks!

Best regards,

Peyton Heitzman

Planner I

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9619

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: Suprena Crawford <csuprena@hotmail.com>
Sent: Tuesday, August 17, 2021 4:19 PM
To: Peyton Heitzman <peyton.heizman@townofeagle.org>
Subject: LURA21-04 Elevate Eagle Comprehensive Plan Chapter 3 Update 2021

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Peyton,

We received a letter of notice about the new plan with changes. I'm trying to make sense of the plan, is it just zoning changes that would be affecting our property? Address is 349 Runyon Ct. If so what is it currently zoned as?

Thanks,
Suprena



MEETING MINUTES
Planning & Zoning Commission
Tuesday, August 31, 2021, 6:00 PM
Public Meeting Room / Eagle Town Hall
200 Broadway, Eagle, CO

This agenda and the meetings can be viewed at www.Townofeagle.org.

PUBLIC WIFI - TOEE – ((TOEEWireless))

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This was an in-person meeting with access for the public to attend via Zoom.

6:00 PM – SPECIAL MEETING CALLED TO ORDER

Meeting called to order at 6:02pm.

COMMISSIONERS PRESENT

Matthew Hood, Jesse Gregg,
Robert Townsend, Charlie Perkins,
Lani Webb, Bill Nutkins

STAFF

Chad Phillips – Community Development Director
Peyton Heitzman – Planner I
Nikki Davis - Administrative Tech II
Dennis Wike – Town Engineer

COMMISSIONERS ABSENT

Kyle Hoiland, Keegan Winkeller

APPROVAL OF MINUTES *Approval of minutes from the following meeting(s) of the Planning & Zoning Commission.*

1. Minutes dated June 15, 2021

MOTION: COMMISSIONER CHARLIE PERKINS MOTIONED TO APPROVE THE MINUTES. MOTION WAS SECONDED BY COMMISSIONER JESSE GREGG AND PASSED WITH A VOTE OF 6 (HOOD, GREGG, TOWNSEND, PERKINS, WEBB, NUTKINS) IN FAVOR AND 0 OPPOSED.

PUBLIC COMMENT *Citizens are invited to comment on any item not on the agenda subject to a public hearing. Please limit your comments to three (3) minutes per person. Those who are speaking are requested to state their name & address for the record.*

Public comment opened at 6:04. There was no public comment.

WORK SESSION

1. Project: Update to Chapter 3 of the Elevate Eagle Comprehensive Plan (2021)
File #: LURA21-04
Applicant: Town of Eagle
Location: Town of Eagle and Unincorporated Eagle County within the Town's Urban Growth Boundary
Staff Contact: Peyton Heitzman, Planner I
Request: For feedback and direction regarding proposed changes to the Future Land Use Map and Land Use Categories in the Elevate Eagle Comprehensive Plan.

STAFF PRESENTATION

Peyton Heitzman presented this file, first by providing an image of the Future Land Use Map (FLUM) and the proposed changes. The specific areas under consideration are as follow:

1. Land North of I-70: Currently designated as Commercial Light Industrial as the proposed designation is High Density Residential. Staff is proposing to rezone this as High Density Residential instead. Staff reviewed this proposal against the Comprehensive Plan (Comp Plan) and concluded that while it supports goals for a healthy mix of housing types and densities, the change conflicts with policies specific to the I-70 Influence Character Area. These policies limit residential development to allow only workforce housing and commercial uses.
2. Haymeadow: Staff received a request to expand Medium Density Residential which was reviewed against the Haymaker Trailhead Master Plan. Staff found no conflicts with policies in the Comp Plan but acknowledged that the change would encroach on the Conceptual PUD's Town Recreation and School Site. Although this area is not planned for a specific recreational use at this time, the change to the FLUM could limit opportunities for non-residential/public institutional uses in the future.
3. School Parcel: The landowners have requested to change a portion of the Public/Institutional land use to Medium Density Residential. This change supports the Comp Plan's policy for a health mix of housing types and densities.
4. Property near Cemetery: Staff is requesting to change the designation from Public Institutional to Downtown Neighborhood. The property is currently used as Residential and was likely a missed error when the FLUM was adopted.
5. East Eagle Sub Area (EESAP): Staff is requesting to update the FLUM to reflect changes in the EESAP planning boundary and avoid two amendments to Chapter 3.

Following this, Ms. Heitzman shifted topics to discuss changes to Future Land Use Categories. The specific use categories under consideration are as follow:

1. Medium Density Residential: Staff is requesting to modify the language under Primary Uses so as not to limit the multi-family option to just townhomes.
2. Public/Institutional: Staff is requesting to add Employee Housing as a Secondary Use to stimulate workforce housing.

To conclude, Ms. Heitzman offered a series of discussion questions for the Commission which focused appropriateness, balance, and considering consequences of the proposed changes.

QUESTIONS FROM THE COMMISSION

Commissioner Nutkins requested clarification on the specific Commercial Light Industrial areas being considered for designation change.

The Commissioners asked about amendments to the upcoming PUD application. Mr. Phillips replied that the proposed amendments are only applicable to the Future Land Use Map.

Commissioner Gregg asked about The House operating under a Special Use Permit. Mr. Phillips confirmed that under the current regulations of the Central Business Zone District, this property is zoned as high-density multi-family, which is a special use. Commissioner Gregg also asked to verify the size of the Haymeadow parcel under consideration to which Mr. Phillips replied, roughly 6.5 acres.

Chair Hood asked if the Public/Institutional site was already a use of the Town. Mr. Phillips replied that it will be discussed during the application hearing though posed the question, "Is this an appropriate location for Medium Density Residential?"

Commissioner Gregg asked to how accessory/secondary use for employee housing is defined for Public/Institutional. Mr. Phillips replied it is defined in Title 4.

Chair Hood asked about the revised definition for Medium Density Residential and if there is a separate definition for multi-family. Commissioner Nutkins asked if this new definition will create potential future conflict.

PUBLIC COMMENT

Terry Quinn, 123 West Fourth St. – Voiced concern about employee housing. Afraid Eagle will become too crowded and lose its current charm. Eagle is mainly a middle-class family community.

Tambi Katieb – Voiced there should be tighter restrictions. Eagle shouldn't be responsible for solving the valley's housing crisis.

Public comment closed at 6:33pm.

OPEN DISCUSSION

Commissioner Nutkins commented that we would need to create stricter definitions for housing projects.

Commissioner Townsend commented that flexibility is a positive with future land uses. Is there a conflict between big picture versus stricter definitions?

Chair Hood commented that employee housing on public institutional lots should be reserved for people living and working in Eagle.

Commissioners Nutkins and Gregg agreed on creating clearer definition of uses.

Commissioner Perkins wants to provide flexibility in future land use to provide options for developers.

The Commission then went through staff's proposed questions.

The Commission unanimously agreed that the boundaries of EESAP should be defined by the EESAP. All land should be included.

Richard Carsh 142 Soleil Circle – Haymeadow development, would rather see lower density with MDR. Would prefer to see the land use for the expansion of Mountain Rec.

COMMUNITY DEVELOPMENT DEPARTMENT AND TOWN COUNCIL UPDATE *Staff update to the Planning & Zoning Commission on recent work, upcoming files and decisions made by Town Council.*

1. Department and Council Update

OPEN DISCUSSION

Art mural wall by Alpine Lumber to serve as a screening. Public Works has been exploring budget and design concepts, without relying on property owner.

Commissioner Nutkins is requesting for Code Enforcement to follow up with Alpine Lumber.

Commissioner Perkins asked if there is an opportunity for the railroad to refurbish the bridge on Eby Creek Rd.

Public Works to provide an update on rapid blocks installation.

Commissioner Gregg asked when features at the River Park are going to be completed? Public Works commented it will be discussed as we finalize budget season.

ADJOURN

MOTION: COMMISSIONER BILL NUTKINS MOTIONED TO ADJOURN. MOTION WAS SECONDED BY COMMISSIONER JESSE GREGG AND PASSED WITH A VOTE OF 5 (HOOD, GREGG, TOWNSEND, PERKINS, NUTKINS).

MEETING ADJOURNED AT 7:30 PM.

APPROVED:

DATE:

Matthew Hood, Chairman

Nikki Davis, Administrative Tech II



To: Mayor Turnipseed and Town Council

From: Chad Phillips, Community Development Director
Peyton Heitzman, Planner I

Date: September 14, 2021

Agenda Item: Resolution No. 62, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting the Application for Grant Funding from the Colorado Department of Local Affairs"

REQUEST:

Staff requests that the Town Council review Resolution No. 62, Series 2021 supporting the application for grant funding for a planning grant to assess the Town's housing needs and regulations.

INTRODUCTION:

The Department of Local Affairs recently announced a new grant opportunity for municipalities and counties in Colorado. The grant is funded by stimulus funds from HB21-1271 and is intended to promote innovative solutions to develop affordable housing across the state. The intent behind the Town of Eagle's application is to conduct a town-wide housing needs assessment and analyze local regulations that support and/or inhibit the development of affordable housing locally. The deadline for the first review of grants is September 20, 2021, and grants will be awarded on a rolling basis until all funds are depleted.

ANALYSIS:

Staff is requesting Council's support to submit an application for the first review of applications while funds are still available. The grant awards range from \$50,000 to \$200,000. There is no request for proposal or anticipated costs available for this project at this time. Assuming funds are not depleted, grant dollars will be issued on a monthly basis and the Town may have the opportunity to apply for this grant in the future, information.

To be eligible for grant funds, the Town must have the intent to adopt a regulatory tool that supports the development of affordable housing in the Town of Eagle. HB21-1271 provides a list of regulatory tools that should be considered if staff is directed to pursue this Planning Grant.

- A. The use of vacant publicly owned real property within the local government for the development of affordable housing.
- B. The creation of a program to subsidize or otherwise reduce local development review or fees, including but not limited to building permit fees, planning waivers, and water and sewer tap fees, for affordable housing development.
- C. The creation of an expedited development review process for affordable housing aimed at households the annual income of which is at or below one hundred twenty percent of the area median income of households of that size in the county in which the housing is located.

- D. The creation of an expedited development review process for acquiring or repurposing underutilized commercial property that can be rezoned to include affordable housing units, including the preservation of existing affordable housing units.
- E. The establishment of a density bonus program to increase the construction of units that meet critical housing needs in the local community.
- F. With respect to water utility charges, the creation of processes to promote the use of sub-metering of utility charges for affordable housing projects and the creation of expertise in water utility matters dedicated to affordable housing projects.
- G. With respect to infrastructure, the creation of a dedicated funding source to subsidize infrastructure costs and associated fees related to publicly owned water, sanitary sewer, storm sewers, and roadways infrastructure.
- H. Granting duplexes, triplexes, or other appropriate multi-family housing options as a use by right in single-family residential zoning districts.
- I. The classification of a proposed affordable housing development as a use by right when it meets the building density and design standards of a given zoning district.
- J. Authorizing accessory dwelling units as a use by right on parcels in single family zoning districts that meet the safety page 7-house bill 21-1271 and infrastructure capacity considerations of local governments.
- K. Allowing planned unit developments with integrated affordable housing units.
- L. Allowing the development of small square footage residential unit sizes.
- M. Lessened minimum parking requirements for new affordable housing developments.
- N. The creation of a land donation, land acquisition, or land banking program.

By participating in the Planning Grant and adopting one or more of the policies above that are not already part of the Town's toolkit, the Town will be eligible for the upcoming Incentives Grant Program. Funds for the Incentives Grant Program are intended to help cover tap fees, infrastructure, parks/playgrounds and other needs and amenities that support an affordable housing project.

The code-based tools listed above (C, D, E, H, I, J, K, L, and M) will be analyzed and considered as part of the Land Use Code update. A housing needs assessment and review of existing regulations will also help inform the Code update. While the Code update and housing study could happen concurrently, the timing on policy adoption may be influenced by the State's grant cycles. The State has shared that all stimulus funds need to be spent by June 30, 2024.

COMMUNITY INPUT:

None.

BUDGET / STAFF IMPACT:

The impact to the budget is unknown at this time. Funding for the planning grant varies from \$50,000-\$200,000 and the minimum local match is 25%. The project will require staff time to draft a RFP, facilitate the housing needs study, and administer the grant.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

If awarded the funds, the study would support 2020 Town Council Strategic Plan's Major Objective to create opportunities for a diversified and attainable housing stock for a variety of rental and purchase options. Additionally, the grant would support Policy 1-1.1 of the Elevate Eagle Comprehensive Plan to

stimulate the creation of workforce housing through town policies, incentives, and regulatory procedures.

RECOMMENDED ACTION OR PROPOSED MOTION:

Recommended action is a motion to **APPROVE** or **DENY** Resolution No. 62, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting the Application for Grant Funding from the Colorado Department of Local Affairs for a Planning Grant."

ATTACHMENTS:

- Resolution 62, Series 2021
- Planning Grant Program Guidelines

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 62
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
SUPPORTING THE APPLICATION FOR GRANT FUNDING FROM THE COLORADO
DEPARTMENT OF LOCAL AFFAIRS

WHEREAS, a major objective of the 2020 Town Council Strategic Plan is to create opportunities for a diversified and attainable housing stock for a variety of rental and purchase options;

WHEREAS, Policy 1-1.3 of the Elevate Eagle Comprehensive Plan is to stimulate the creation of workforce housing through Town policies, incentives, and regulatory procedures;

WHEREAS, the Town plans to apply for the Planning Grant Program through the Department of Local Affairs ("DOLA") to help better understand the Town's housing needs, to adopt policy and regulatory strategies to promote the development of affordable housing, and to qualify for future grant opportunities, such as DOLA's Incentives Grant Program; and

WHEREAS, the application to the Planning Grant Program is due September 20, 2021.

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

Section 1. The Town Council hereby supports the Town's application for funds from DOLA's Planning Grant Program.

INTRODUCED, READ, PASSED AND ADOPTED ON SEPTEMBER 14, 2021.

TOWN OF EAGLE TOWN COUNCIL

Scott Turnipseed, Mayor

ATTEST:

Town Clerk, Jenny Rakow

HB21-1271 DOLA Innovative Housing Strategies: Planning Grant Program Guidelines



COLORADO
Department of Local Affairs
Division of Local Government

The Colorado Department of Local Affairs (DOLA), with funding from [HB21-1271](#), offers state assistance to local governments to promote the development of innovative affordable housing strategies in a manner that is compatible with best local land use practices. HB21-1271 creates three new programs:

- Affordable Housing Development Incentives Grant Program (“Incentives Grant Program”)
- Local Government Planning Grant Program (“Planning Grant Program”)
- Affordable Housing Guided Toolkit and Local Officials Guide Program (“Toolkit Program”)

The Community Development Office (CDO) within DOLA’s Division of Local Government will manage the Incentives Grant Program and the Planning Grant Program. This document covers program guidelines for the Planning Grant Program.

Planning Grant Program

The Planning Grant Program provides grants to local governments (municipalities, counties, city/counties) to help them better understand their housing needs and adopt policy and regulatory strategies in order to promote the development of affordable housing and qualify for the Incentives Grant Program. Communities not intending to apply to the Incentives Grant Program may still apply to the Planning Grant Program.

Funding

- Approximately \$6,816,000 in funding is available for awards.
- Individual Planning Grant Program awards are expected to be approximately \$50,000-\$200,000.
- A minimum of 25% local match of the total project cost is required. An applicant experiencing financial hardship may request a reduced level of matching funds and must consult with their [DOLA Regional Manager](#) before submitting their application about a reduced match.
- Awards cannot be used to cover administrative expenses (e.g., existing staff, operating costs).
- All funds must be spent before June 30, 2024.

Eligibility

- Eligible entities include municipalities, counties, and city/counties. Awards cannot be made directly to housing authorities (but municipalities or counties can partner with housing authorities).
- The intent of the program is to fund municipal or county planning work that supports a qualifying strategy listed in the [menu of strategies](#) or an innovative option not currently on the list.
- Housing needs assessments or similar studies are encouraged where needed as an initial step to complete a qualifying planning project and may be bundled into the Planning Grant Program application.
- Applicants may request funding for more than one planning project as needed to adopt the qualifying number of strategies to compete for the Incentives Grant Program (i.e., multiple code updates may be bundled in the same application).
- “Affordable housing” is defined in the statute as up to 80% AMI for rental housing and up to

HB21-1271 DOLA Innovative Housing Strategies: Planning Grant Program Guidelines



COLORADO
Department of Local Affairs
Division of Local Government

140% AMI for affordable homeownership.

Scoring Criteria

- **Readiness:** The applicant clearly shows they are ready to begin work and has a reasonable timeline for completion. The applicant has indicated if they plan to apply for the Incentives Grant Program (though this is not required).
- **Capacity:** The applicant has organizational experience with and capacity to manage grants and to manage the overall project. The applicant has considered utilization and enforcement of new or updated planning tools and regulations as part of their strategy evaluation.
- **Impact on Housing:** The project will include developing and adopting a strategy for the applicant to qualify for the Incentives Grant Program, per the [menu of strategies](#). The applicant will be scored on the general estimated impact the tool(s) will have toward meeting the documented affordable housing need in that community, with consideration of long term affordability.
- **Political Support:** The applicant must show broad political and stakeholder support, via adopted plans, policies, and/or letters of support, to adopt the proposed strategy(ies) to support the development of affordable housing. If building support is part of the project, the applicant must demonstrate there is a thoughtful plan in place to build stakeholder support through an inclusive and equitable process. Inclusive community engagement is a critical component of every planning effort; applications will be evaluated on the extent and efficacy of their community and stakeholder engagement plan. The most competitive applicants will demonstrate how this project is part of a larger strategy to promote the development of affordable housing in the community.
- **Equity, Diversity, and Inclusion:** The applicant must show they have developed an inclusive stakeholder engagement strategy. Any process to conduct a housing needs assessment or adopt a new strategy should ensure the project will promote equity in affordable housing. Applicants should assess impacts of the work on marginalized and vulnerable populations throughout the process and on an ongoing basis. Competitive applicants will engage a wide array of stakeholders in actual design of housing solutions.
- **Local Match:** A minimum 25% local match of the total project cost is required. An applicant experiencing financial hardship may request a reduced level of matching funds and must consult with their [DOLA Regional Manager](#) before submitting their application.
- **Extra Points:** Extra points may be earned if an applicant can show the planning project:
 - considers community benefits such as early childhood education centers, age-friendly planning, energy efficiency, broadband capacity, public health outcomes, economic diversification, transit oriented development, etc.
 - develops a creative or innovative approach to promoting the development of affordable housing.
- DOLA will also consider geographic diversity, and to a lesser degree, financial need in making final award determinations.

Application and Award Process Timeline

- Applicants are strongly encouraged to consult with their [DOLA Regional Manager](#) and to get input from [CDO staff](#) before submitting.

HB21-1271 DOLA Innovative Housing Strategies: Planning Grant Program Guidelines



COLORADO
Department of Local Affairs
Division of Local Government

- Submit applications through the Division of Local Government [Online Grants Portal](#) per the Notice of Funding Available (NOFA). Visit the [CDO website](#) for more information.
- **The deadline for the first review of applications is September 20, 2021.** Applications will then be reviewed and awarded on a rolling basis monthly until funds are depleted.
- The DOLA Executive Director will make final award decisions.
- Applications will be reviewed and awarded within 2 months. Staff will work to finalize grant agreements or contracts within 2 months.
- No work may begin on the project until the grantee receives a signed contract. Local governments must follow their own procurement rules.
- Grantees are encouraged to complete their qualifying planning work as quickly as possible so they may compete for the Incentives Grant Program, which will likely open in the fall of 2022.
- **Note:** If the grantee does not complete a good-faith effort to adopt the planning strategy(ies) outlined in the application, DOLA may request the awarded funds be returned to DOLA.

Any questions or concerns may be directed to Christy.Wiseman@state.co.us or Andy.Hill@state.co.us.



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: September 14, 2021

Agenda Item: Town of Eagle Support for Community and Partner Initiatives

REQUEST:

Staff requests that the Town Council discuss a policy on supporting or endorsing community and or partner initiatives.

INTRODUCTION:

It is typical for outside organizations and partners to request support for initiatives and ballot measures from the governing bodies of the communities they are trying to serve. In 2018, the Board of Trustees discussed the appropriateness of endorsing outside initiatives in the community. At the time, the Board determined it wasn't appropriate even though a policy wasn't developed and approved. Since then, staff has declined organizations and community partners requesting to ask the Town Council for support. This includes government, special districts, non-profits, and community member partners. Staff was asked to bring this subject to the current Town Council for discussion.

ANALYSIS:

Staff conducted research on this subject and has provided an excerpt from the minutes and included a staff memo that addressed elements of the discussion from 2020. This was the documentation that staff could find related to the subject in the past.

Minutes from 2018

NEW BUSINESS

Resolution 56- 2018 A Resolution Supporting A Ballot Issue 6a Proposed by Greater Eagle Fire Protection District to Increase the Mil Levy 1.0 Mills to Offset Revenue Losses from Refunds, Abatements and Changes in The Law Regarding, Or the Methods of Calculating, The Ratio of Valuation for Assessment

Board Comments: consideration was made for comments provided by Trustee Solomon. Matt Mire provided input that the Board can support ballot measures but cannot do anything different with regard to publishing the Resolution. Kraige Kinney provided information regarding why GEFPD ballot is different from Gypsum Fire Protection District. Trustee Kerst disclosed that he a Board member of the GEFPD and would be recusing himself from the vote on this Resolution.

COMMUNITY INPUT:

Community input does not apply.

BUDGET / STAFF IMPACT:

There is no budget or staffing impacts associated with this discussion.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This discussion doesn't align with any strategies or standards because the Town Council doesn't have an official policy on endorsing or providing support for outside initiatives circulating in the community.

RECOMMENDED ACTION OR PROPOSED MOTION:

Below are a few actions the Town Council can take:

- Develop a policy on initiatives that are appropriate to endorse and bring back a resolution.
- Determine if the Town Council doesn't want to endorse any initiatives.
- Status quo – Do not create a policy and take the discretionary approach.

ATTACHMENTS:

- October 13, 2020 – 2020 Town of Eagle Ballot Question Support Resolutions



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: October 13, 2020

Agenda Item: 2020 Town of Eagle Ballot Question Support Resolutions

REQUEST:

Staff requests that the Town Council review resolutions expressing support for the Downtown Development Authority (DDA), Gallagher Residential Assessment Rate Freeze, and Lodging Tax ballot questions for the November 3, 2020 Special Coordinated Election.

INTRODUCTION:

The Town Council recently supported placing three questions on the ballot for the citizens to vote on at the November 3, 2020 election. On September 22, staff asked if the Town Council wanted the attorney to draft resolutions expressing support for the ballot questions in accordance with the Fair Campaign Practices Act and town policies. Staff was directed to draft language and share it with the Town Council. Attached are the resolutions for review.

ANALYSIS:

Resolution No. 63 Supporting Issue 2C Related to the DDA – Ballot issue 2C creates a downtown district in Eagle that includes mostly commercial and limited residential properties.

Resolution No. 75 Supporting Issue 2B Related to the Gallagher Repeal – Ballot issue 2B effectively freezes the current Residential Assessment Rate at 7.15% and allows the Town to keep approximately \$64,000 in revenues.

Resolution No. 76 Supporting Issue 2A Related to Lodging Tax – Ballot issue 2A replaces the \$4.00 per night per room with a 6% tax. The 6% tax is per night per room and supports marketing, events and open space.

Pros for Supporting Town's Ballot Questions

- Town Council endorsement could give voters more confidence in a "yes" vote because the governing body thinks these measures are good for the community.
- Unanimous support for ballot questions demonstrates unity among the Town Council's decision to place these questions on the ballot.

Cons for Supporting Town's Ballot Questions

- There are negative perceptions if the Town Council doesn't support the ballot questions that were approved earlier this year and could discourage voters.
- If support isn't unanimous, it doesn't demonstrate unity of the Town Council which could lead voters to believe that these measures are not benefits to the community.

COMMUNITY INPUT:

Community input was solicited through the ballot question setting process. Community input mostly came from the Downtown Business Alliance in support of the DDA.

BUDGET / STAFF IMPACT:

There is no budget or staff impact from this proposal.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the following business values and strategic goals in the new Strategic Plan:

Major Objective: Enhance the Economic Resiliency of the Town Government – The proposed ballot measures helps the Town diversify revenues and improves financial sustainability. Revenues generated from all three measures gives the Town the ability to provide core services and attract visitors. The proposed ballot questions will help the Town's economic base and will support businesses over the long-term.

RECOMMENDED ACTION OR PROPOSED MOTION:

There are three action items:

Motion to **approve** or **deny** adoption of Resolution No. 63, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting and Urging a "Yes" Vote on the Eagle Downtown Development Authority at the November 3, 2020 Coordinated Election"

Motion to **approve** or **deny** adoption of Resolution No. 75, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting and Urging a "Yes" Vote on Statewide Amendment B, Regarding Gallagher Repeal, and Town of Eagle Ballot Issue 2B Regarding Gallagher Stabilization at the November 3, 2020 Election"

Motion to **approve** or **deny** adoption of Resolution No. 76, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Urging a "Yes" Vote on Ballot Issue 2A, the Lodging Tax Change, at the November 3, 2020 Coordinated Election"

ATTACHMENTS:

- Resolution No. 63
- Resolution No. 75
- Resolution No. 76